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CONSOLIDATED COVENANTS AND RESTRICTIONS OF HEFNER VILLAGE HOMEOWNERS ASSOCIATION

Key Points

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**AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS
HEFNER VILLAGE**

WHEREAS, certain land and improvements (the "Properties" or "Hefner Village") has been platted into a subdivision known as Hefner Village Sections I and II, which plats were recorded at Plat Book 44 Page 6 and Plat Book 45, Page 10, respectively, at the office of the County Clerk of Oklahoma County, Oklahoma (the Plat or Plats), which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof; and

WHEREAS, the original Declaration was filed at Book 4155, Page 1884 and the Supplemental Declaration for Section 2 was filed at Book 4277, Page 1369; amendments to the original Declaration were filed at Book 4202, Page 1540, Book 5455, Page 32, Book 7094, Page 1193, Book 9805, Page 1598, and Book 11093, Page 1796; and the revised bylaws were filed at Book 5612, Page 752, all at the office of the County Clerk of Oklahoma County, Oklahoma, and the Owners desire to submit the Properties to Oklahoma's Real Estate Development Act (Title 60 O S 1971, §§851-85, as amended); and

WHEREAS, at a meeting of the Members of the Association pursuant to duly given notice and purpose, a sufficient percentage of Owners, in person or by proxy, voted to consolidate the separately filed Declarations and Amendments into one Governing Document.

NOW, THEREFORE, the Owners do hereby publish and declare that the Properties are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Owners, their successors and assigns, and to any Person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

**ARTICLE I
Definitions**

Section 1. — The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Committee" shall mean either the Board or a designated architectural committee of the Board, at the times and for the purposes specified in Section 6.1, below.

1.2 "Articles" shall mean the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.3 "Association" shall mean and refer to the Hefner Village Homeowners' Association, Inc.

1.4 "Board" shall mean the Board of Directors of the Association. "Director" shall mean an elected member of the Board.

1.5 "By-Laws" shall mean the By-Laws of the Association, attached hereto as Exhibit "B", which are or shall be adopted by the Board, as such By-Laws may from time to time be amended. Where any provisions of this Declaration relate to a Lot or Lots, such provisions shall also be construed to relate to a Plot or Plots, unless the context of the provisions would clearly indicate to the contrary.

1.6 "Common Areas" shall mean those areas of land so designated on any recorded Plat of the Properties.

1.7 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one Street.

1.8 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited: to carports, garages, outbuildings, tool sheds, kennels, cabanas, pagodas, greenhouses and any temporary structures.

1.9 "Front Building Limit Lines" shall mean the lines so designated on any recorded Plat of the Properties; provided, however, that as to each Corner Lot, the original deed of such Corner Lot shall designate which of the Building Limit Lines shown on the recorded Plat is the Front Building Limit Line. "Side Building Limit Lines" shall be the lines defined in Section 8.2.5, hereof.

1.10 "General Plan" shall mean the General Plan of Development described in Section 2.2.1, below.

1.11 "Governing Documents" shall be a collective term referring to this Declaration and any applicable amendments and Supplementary Declaration, the By-Laws of the Association, (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), the Use Restrictions and Rules and any design review guidelines, as they may be amended.

1.12 "Lot" shall mean those tracts of land so designated upon any recorded Plat of the Properties. "Plot" shall mean any residential building site located upon the Properties which is larger than a single Lot, and which is established pursuant to the provisions of Section 8.1, below. Unless expressly otherwise specified herein, all covenants and restrictions applicable to Lots shall be equally applicable to Plots.

1.13 "Manager" shall mean any individual or corporation tasked by the Association with the management of the Properties.

1.14 "Member" shall mean those persons so defined in Sections 3.1 and 3.2, below.

1.15 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owners moves into a residential dwelling on a Lot or Plot.

1.16 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.

1.17 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.18 "The Properties" shall mean the "Existing Property," described in Section 2.1, below, together with all additions thereto which are the subject of any Supplementary Declaration filed under the provisions of Article II hereof.

1.19 "Public Street" shall mean any street, cul-de-sac, lane, driveway, avenue, boulevard, court, circle, place, manor, terrace or other road intended for public automobile traffic, and designated as "Public Street" on any recorded Plat of the Properties. All others are "Private Streets."

1.20 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.21 "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified in Section 2.2.1, below.

1.22 "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property, at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 2.1 — Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in The City of Oklahoma City, Oklahoma County, Oklahoma, and is more particularly described as set out at Exhibit "A," all of which real property shall hereinafter be referred to as "Existing Property."

Section 2.2 — Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within the Properties.

Section 2.3 — Rearranging, Re-Subdividing, or Replatting. Except as provided in Section 2.2, above, and in Section 8.1, below, providing for the creation of Plots, no rearranging, resubdividing or replatting of the Existing Properties, or of any addition thereto added as above provided, shall occur.

ARTICLE III

Membership and Voting Rights in the Association

Section 3.1 — Membership. Every Owner of a Lot, other than a Lot that is exempt from assessment under Section 5.12.3, shall be a Member (herein called “Member”) of the Association. The membership of an Owner shall become effective for all purposes upon the Owner’s taking title to their Lot.

Section 3.2 — Voting Rights. All Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership specified in Section 3.1. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

Property Rights in the Common Areas

Section 4.1 — Members Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall include the right of any Member to connect their residence with utility lines located upon the Common Areas, provided that the location and design of such connections receive the prior written approval of the Architectural Committee, and further provided that the surface of the Common Areas be promptly thereafter restored to its original condition by the Member at their sole cost and expense. Should the Member fail to restore such surface satisfactorily, as to which the judgment of the Architectural Committee shall be conclusive, the Association, may restore such surface, the cost of which will be assessed against the Member in the same manner and with the same consequences as the assessments provided for in Article V hereof; including Association lien rights.

Section 4.2 — Title to Common Areas. The Association shall hold legal title to the Common Areas.

Section 4.3 — Limitations Upon Members’ Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title; and

4.3.2 The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

4.3.3 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules. Provided, however, that the right of any Member to use the Common Areas for the purpose of ingress and egress to their Lot shall never under any circumstances be infringed; and

4.3.4 The right of the Association to charge the Members reasonable admission and other fees for the use of the Common Areas; and

4.3.5 The right of the Association to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Areas, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and

4.3.6 The right of the Association to dedicate or convey all or any part of the Common Areas, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.3.5, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

4.3.7 Fire Lane. Pursuant to Oklahoma City Ordinance, certain Common Areas are designated Fire Lane (as defined herein). Parking of motor vehicles, trailers, or other items in the Fire Lane or otherwise obstructing the Fire Lane is strictly prohibited at all times. Fire Lane within Hefner Village is those streets, and paved areas in which 1) the curb is designated with white stenciled lettering "No Parking, Fire Lane," or 2) is marked with signs having a white background with red lettering stating "No Parking — Fire Lane," or a combination of the two. The Fire Department and Police Department shall have the authority to enforce this restriction.

Section 4.4 — Right of First Mortgagees to Pay Taxes or other Charges in Default. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on Association hazard insurance policies, or secure new Association hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

Section 4.5 — Reserve Fund for Replacement of Common Areas. A reserve fund for replacement of the Common Areas or any property or improvement thereon is hereby established, to be funded from the monthly assessments hereinafter provided for in Section 5.3. Such portion of the monthly payment provided for in that section as is deemed adequate by the Board to maintain an adequate reserve fund shall be applied to the reserve fund.

Section 4.6 — Right to Examine Books and Records on Common Area. A first mortgagee shall have the right to examine the books and records of the Association or any other Person or entity holding title to the Common Areas.

ARTICLE V

Covenant for Assessments

Section 5.1 — Creation of the Lien and Personal Obligation of Assessments.

5.1.1 Except as provided in Section 5.12.3 below, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) monthly maintenance assessments; (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided; and (3) specific assessments for violations of the Governing Documents, as set out at Section 5.13. The monthly maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the Person who was the Owner of that Lot at the time the assessment fell due.

5.1.2 As to any Owner, liability for monthly maintenance, special assessments, and specific assessments shall begin at that point in time when such Owner becomes a Member.

Section 5.2 — Purpose of Assessments.

5.2.1 The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement, maintenance and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas and, to the extent specified in Article VII hereof, of the homes situated upon the Properties, including, but not limited to, the payment for fire and extended insurance coverage on the structures located on the Properties and exterior repair, paint, replacement and additions thereto as needed, for maintenance and repair of all private utilities and payment for maintenance and repair of all private streets, drives and walks and for the cost of labor, equipment, materials, management and supervision thereof.

Section 5.3 — Basis of Monthly Assessments. The monthly maintenance assessment shall be \$150.00 per Lot . The maximum monthly maintenance assessment may be increased by vote of the Members, as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

Section 5.4 — Special Assessments for Capital Improvements. In addition to the monthly maintenance and assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year.

Section 5.5 — Change in Basis and Maximum Monthly Assessments. The Association may change the maximum monthly maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospectively for any one year period and at the end of such one year period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, provided further that the limitations of Section 5.3 hereof and of this Section 5.5 shall not apply to any change in the maximum or basis of the monthly maintenance assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Section 2.2.3 hereof.

Section 5.6 — Quorum for Any Action Authorized Under Sections 5.4 and 5.5. The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows:

At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7 — Uniformity of Assessments. Subject to Section 7.4, below, every monthly maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 — Date of Commencement of Monthly Maintenance Assessments; Due Dates. The annual maintenance assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement.

The first monthly maintenance assessments shall become due and payable on the day fixed for commencement, and the maintenance assessments for each subsequent month shall become due and payable on the first day of each such month.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5.9 — Duties of the Board. With respect to assessments, the Board shall:

5.9.1 Fix the commencement date for monthly maintenance assessments against all Lots, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and

5.9.2 Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and,

5.9.3 Upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether that assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.10 — Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof), then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, their heirs, devisees, personal representatives, trustees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain their personal obligation for the statutory period and shall not pass to their successors in title unless expressly assumed by them. Any such assumption by a subsequent Owner or Owners shall be deemed to be for the benefit of the Association as well as for the former Owner or Owners and any obligation thereon may be enforced by the Association as well as by any other Person who has the right to do so.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of

preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. In any such foreclosure proceedings, the Owner shall be required to pay a reasonable rental for the use of their Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association, or its authorized agent, shall have power to bid in at the foreclosure sale and to acquire and hold, lease, mortgage and convey Lot acquired at the foreclosure sale. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5.11 — Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a deed in lieu of foreclosure, or any other proceeding or act in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 5.12 — Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

5.12.1 All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

5.12.2 All Common Areas as defined in Section 1.2 hereof;

5.12.3 All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

Section 5.13 — Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

5.13.1 To cover monetary fines or penalties, and costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection.

ARTICLE VI

Architectural Control

Section 6.1 — Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, including the Common Areas, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the “Architectural Committee,” which shall, as used herein, mean the Board, or a committee composed of three (3) or more representatives appointed by the Board. Any major alteration/change to adjoining property will require written permission from owners of adjoining property(ies). All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 6.2 — Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 — Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

ARTICLE VII

Maintenance and Repair

Section 7.1 — Exterior Maintenance. Except as provided below, each Owner shall provide all of the exterior maintenance upon such Owner’s Lot and the structures and improvements thereon. If any Lot Owner fails to properly maintain the Lot, with proper maintaining to be determined by the Board of Directors, and if the Lot Owner fails to respond within thirty (30) days to a written demand by the Board of Directors to correct such improper maintenance, then the Board of Directors shall be authorized to have the maintenance performed and add the cost of the same to the Lot Owners’ assessments.

Section 7.2 — Maintenance Required of Association. The Association shall at all times be required to properly maintain all Common Areas, the painting on the exterior building surfaces and the exterior surface of fences, caring for trees, shrubs and grass, and the repair of roofs upon an Owner’s Lot — except for enclosed patio area - maintenance of all Private Streets, and keep in force fire and extended casualty insurance on the structures located upon the Properties as set out within Section 11 to the Declaration.

Section 7.3 — Assessment of Cost. The cost of any such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such monthly assessment or charge, shall constitute a lien upon the Lot and the personal obligation of the then Owner shall become due and payable in all respects as provided in Article V hereof, provided, however, that the Board, when establishing the monthly maintenance assessment against each Lot for future months as required under Article V hereof, may add thereto the estimated cost of the maintenance, but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 7.4 — Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday, provided, however, that the Owner may withdraw their request for such maintenance at any time, after which the Association will no longer have such access; but further provided that such Owner will remain personally liable for all costs by then reasonably incurred by the Association which will be assessed, including lien rights, all as provided in Section 5.13.

Section 7.5 — Owner's Easement for Repair or Maintenance. Where necessary for the repair or maintenance of any structure of the Owner located upon any Lot, that Owner shall have an easement to use and go upon the Lot of another Owner in order to effect such repair or maintenance, for such time and in such manner as may be reasonable. Any dispute as to necessity or reasonableness shall, at the request of any Owner, be determined by the Board.

Section 7.6 — Portions of Structures Common to More Than One Owner. Should any portion of a structure, such as a wall, fence, foundation, roof or any other portion of a structure whether enumerated specifically herein or not, ever become a common structure to two or more Owners, then each such Owner shall have the duty to maintain such part of the structure so as not to interfere with the use and enjoyment of any other Owner or Owners of the common portion of the structure, and the law of the State of Oklahoma with regard to "party walls" shall apply.

Section 7.7 — Obligation to Rebuild or Repair. Should any residence or other structure allowed by these covenants and restrictions to be placed on any Lot be destroyed or damaged by storm, fire, or otherwise, the Owner of such Lot shall have the obligation to repair or rebuild such residence or structure within a reasonable time. Provided, however, that such rebuilding or repairs shall be completed within one (1) year from date of destruction unless an extension or extensions are granted from time to time by the Architectural Committee. A quorum for such meeting shall be as set forth in the By-Laws. Provided that this provision shall not apply to any mortgage lender who acquires title by foreclosure or deed in lieu thereof, during such time as such mortgage lender holds title.

ARTICLE VIII
Land Classification, Permitted Uses, and Restrictions

Section 8.1 — Land Classification. All Lots within the Existing Property are hereby classified as single-family Lots i.e., each such Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Association, one or more Lots or the Lot and a part of a second Lot may be combined into a Plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

Section 8.2 — Building Restrictions.

8.2.1 Minimum Residence Size. No residence which contains less than 900 square feet, exclusive of basements, open porches, attached carports, attached garages, and Detached Structures, shall be built on any Lot.

8.2.2 Maximum Residence Height. No residence which contains more than two stories shall be built on any Lot.

8.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least twenty percent (20%) brick, stone or stucco and each Detached Structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. To the extent that wood is used on the exterior of any residence, it must be of a durable variety. Roofs are to be of wooden shingles, clay, tile, stone or composition asphalt shingles.

8.2.4 Garages. Garages or carports must be at least two cars wide and shall be attached to a residence.

8.2.5 Building Limit Lines. No building structures or part thereof, except as herein after provided, shall be erected or maintained on any Lot beyond the Front Building Limit Line.

Covered or uncovered, but not enclosed, porches, porte cocheres and terraces may be extended beyond any Front Building Limit Line not more than eight (8) feet.

8.2.6 Signs, Billboards, and Detached Structures. No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area. Location of such signs shall be determined by Board of Directors.

Detached Structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for greenhouses, does not correspond

in style and architecture to the residence to which it is appurtenant, or (b) is more than one story in height.

8.2.7 Grading and Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or their agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of the same to such Owner.

8.2.8 Moving Existing Buildings Onto a Lot Prohibited. No existing, erected house or Detached Structure may be moved onto any Lot from another location.

8.2.9 Construction Period. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Association may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.

8.2.10 Variances. As to any Lot, the limitations and restrictions of Sections 8.2.1 through 8.2.9, inclusive, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive.

8.2.11 Utilities. The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

ARTICLE IX General Restrictions

Section 9.1 — Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 9.1 a

particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 9.2 — Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the curb and the property line.

Section 9.3 — Lots. No trash, ashes or other refuse may be thrown or dumped on any Lot. Each Owner of a Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 9.4 — Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 9.5 — Storage Tanks. No tank for the storage of oil or other fluids may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 9.6 — Drilling. No drilling or puncturing of the surface for oil, gas, other hydrocarbons, water, or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

Section 9.7 — Boats and Trailers; Temporary Residences. Boats, trailers or other vehicles which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the Streets and are not Visible from Neighboring Property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman with the prior approval in writing of the Architectural Committee.

Section 9.8 — Maintenance of Lots. Each Lot Owner shall keep their Lot free of trash and debris, and shall replace all dead trees, shrubs and bushes with approved trees, shrubs and bushes not later than the first (1st) day of May annually.

Section 9.9 — Garbage, Trash Containers and Collections. All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

Section 9.10 — Clothes Drying Facilities. No outside clothes drying or airing facility shall be Visible from Neighboring Property.

Section 9.11 — Treehouses, Platforms, and Antennae. No treehouses, platforms in trees, play towers, or other similar structures or equipment shall be Visible from Neighboring Property. Satellite/TV dishes should be placed on roof and out of sight from street view whenever possible, with their placement being approved by Architectural Committee and/or Board of Directors.

ARTICLE X

General Provisions

Section 10.1 — Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years. However, the covenants and restrictions of this Declaration may be changed as provided herein.

Section 10.2 — Amendment of Declaration. The covenants and restrictions and other provisions and terms of this Declaration may be changed at any time by a vote of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting. A quorum for such meeting shall be sixty percent (60%) of all the votes entitled to be cast. If the required quorum is not present at the first meeting, another meeting may be called not less than thirty (30) days from the date of the first meeting after giving the same notice provided for at the first meeting and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting and subsequent meetings in like manner may be called for this purpose, at each subsequent meeting the quorum being reduced to one-half (1/2) of the required quorum at the last preceding meeting.

Section 10.3 — Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 10.4 — Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Owner against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, provided, that failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Section 10.5 — Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 10.6 — Approval of Mortgagees Required for Certain Acts. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) of individual Lots have given their prior written approval, the Association shall not be entitled to:

10.6.1 By act or omission seek to abandon, subdivide, encumber, sell or transfer the Common Area or improvements thereon. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause.

10.6.2 Change the methods of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

10.6.3 By act or omission change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and paintings in the Properties.

10.6.4 Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one Hundred percent (100%) of the insurable value (based on current replacement cost).

10.6.5 Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

Section 10.7 — Mortgagees to Advise Association of Current Address. Each mortgagee of a Lot shall file with the Association such mortgagee's current address, which notice shall also include a description of the Lot or Lots in which the mortgagee has an interest. All notices, requests for approval or request to vote may be sent to such address. If no such address is filed with the Association or if mail is, for any reason, undeliverable at such address, then any notice required to be given hereunder to such mortgagee shall be deemed given and any approval required to be given by that mortgagee for any act shall be deemed to be given.

Section 10.8 — Mortgagee Notification of Default. The first mortgagee at their request is entitled to written notification of any default by the mortgagor of any Lot in the performance of such mortgagor's obligations under this Declaration, the Articles, the By-Laws, or the Rules which is not cured within thirty (30) days.

Section 11. — Insurance. The Board and the Lot Owners shall obtain and maintain the following insurance policies:

11.1. Property Insurance. The Board shall obtain and maintain, to the extent reasonably obtainable at costs deemed reasonable to the Board in their sole discretion and permitted by applicable law, so-called master policies of insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Properties, including, without limitation, the Common Areas, all of the residential structures constructed on Lots (Dwellings) with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery,

apparatus, equipment and installations comprised in the Common Areas, and also all such portions normally deemed to constitute part of the Dwellings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Lot Owners or tenants, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible and administrative costs as the Board may determine, and which shall include, if available, any endorsements required in the discretion of the Board. The Board may purchase a so-called "blanket" policy covering all of the buildings within the Common Area and Dwellings, if there be more than one, if they deem it advisable. In determining full replacement value, the Board may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Hefner Village Homeowners Association, for use and benefit of the Lot Owners and their mortgagees as their interests may appear". Such insurance shall contain the standard mortgagee clause and shall name the Board as insurance trustee(s) for the use and benefit of all Lot Owners and their mortgagees as their interest may appear, with losses payable to and adjusted by the Board. The Board may insure against such other hazards or risks of property loss as the Board from time to time in their discretion shall determine to be appropriate.

11.2. Liability Insurance. The Board shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas for the benefit and protection of the Association and all Lot Owners for: (i) comprehensive public liability insurance in such limits as the Board may, from time to time, determine but in no case less than [\$1,000,000/\$1,000,000] in coverage, covering the Association, the Board, a manager employed or contracted by the Association, if any, and each Lot Owner with respect to an occurrence arising out of ownership, maintenance or repair of the Common Areas, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association, the Board, the Lot Owner or other Lot Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery insurance in such limits as the Board may, from time to time, determine; and (iv) such other liability insurance as the Board may from time to time deem appropriate and desirable.

11.3. Fidelity Coverage. The Board may obtain fidelity coverage against dishonest acts on the part of the Board, the Association manager, if any, employees or volunteers responsible for handling funds belonging to Association or administered by the Board. This fidelity insurance shall name the Association as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Association at any one time, but in no event less than three months assessments plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

11.4. Directors And Officers Liability Insurance. The Board may obtain Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

11.5. Lot Owners' Insurance. Lot Owners shall carry insurance for their own benefit to the extent they choose insuring their furniture, furnishings and other personal property located within their respective Dwelling or its appurtenances, and for such as is not covered by the Association master policies – particularly any deductible; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Lot Owner. Lot Owners shall require tenants to carry insurance covering furniture, furnishings and personal property and possessions and liability insurance.

11.6. Terms And Conditions Of Policies. Policies for insurance, to the extent applicable, shall provide: (i) that the insurance company waive any right of subrogation against the Board, their agents and employees, and the Lot Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Lot Owners or occupants or any other person or firm (including employees and agents of the Board) when such act or neglect is not within the control of the Board (or Lot Owners collectively) or by failure of the Board (or Lot Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Board (or Lot Owners collectively) have no control; (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days' prior written notice to all Lot Owners and mortgagees of Lots to whom certificates of insurance have been issued; and (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Lot Owners covering their Lot.

Such insurance policies may provide for a deductible for each coverage thereof as determined by the Board in their absolute discretion. In the event of any loss which relates in part to insurable portions of a Lot, or Lots, and/or in part to the Common Area, the Board shall apportion the deductible amount directly proportional to the amount of such loss related to such Lot, or Lots, and/or the amount of the loss related to the Common Areas. Where such loss is solely to a Lot, the deductible amount shall be borne solely by the Lot Owner thereof. Where such loss is solely to the Common Area, such shall be borne from the common funds.

11.7. Insurance Appraisal. The Board may obtain an appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section. The Board shall upon notification of improvements to be made to a Lot by a Lot Owner increase the insurance coverage afforded by said master policy unless the reported improvements are for less than \$5,000.00.

11.7.1. Board As Insurance Trustee(s). The Board (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of this Declaration for the benefit of the Lot Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance or more than one Lot and/or the Common Area

to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Board in their judgment in a fair and equitable manner, primarily based upon the relative losses.

11.7.2. Authorized Insurance Representative. Notwithstanding any of the forgoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Board, the Board's authorized representative, with whom such Board authorized representative may enter into any Insurance Trust Agreement (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Lot Owner appoints the Board of Directors, or any Insurance Trustee or substitute Insurance Trustee designated by the Board, as their attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

11.8. Notification Of Mortgagees. The Board, on behalf of the organization of Lot Owners, shall, when requested by mortgagees of Lots, give written notice to such mortgagees of such loss to the Common Areas, or to the Lot mortgaged, as the mortgagee requests.

11.9. Certificates Of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Lot Owners or their designees, at no cost to the homeowner.

[Signature page following]

IN WITNESS WHEREOF, the President of the Association endorses, executes, and acknowledges the Owners' Amendment to the Declaration, with the Secretary of the Association attesting.

HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC

An Oklahoma nonprofit, nonstock company

By: 
James R. Carroll, Its President

Acknowledgement

State of Oklahoma }
 } ss
County of Oklahoma }

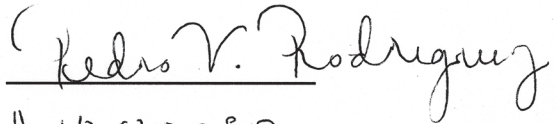
Before me, the undersigned Notary Public in and for the above county and state, on the date of March 26th, 2014, personally appeared James R. Carroll, known to me to be the identical person who executed their name to the foregoing Amendment, who is the duly authorized agent for the Association for the execution of such Amendment, who acknowledged to me that they did so as their free and voluntary act on behalf of the Association for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me
The date next written above.

March 26th, 2015

My commission expires:
My commission number is:

Notary Public:



14010883

ex: 12/08/18



EXHIBIT "A"

ALL OF HEFNER VILLAGE I, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

HEFNER VILLAGE I COMMUNITY UNIT PLAN

PART OF W/2 OF THE SW/4, SEC. 27, T.13 N., R. 4 W., I.M.
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

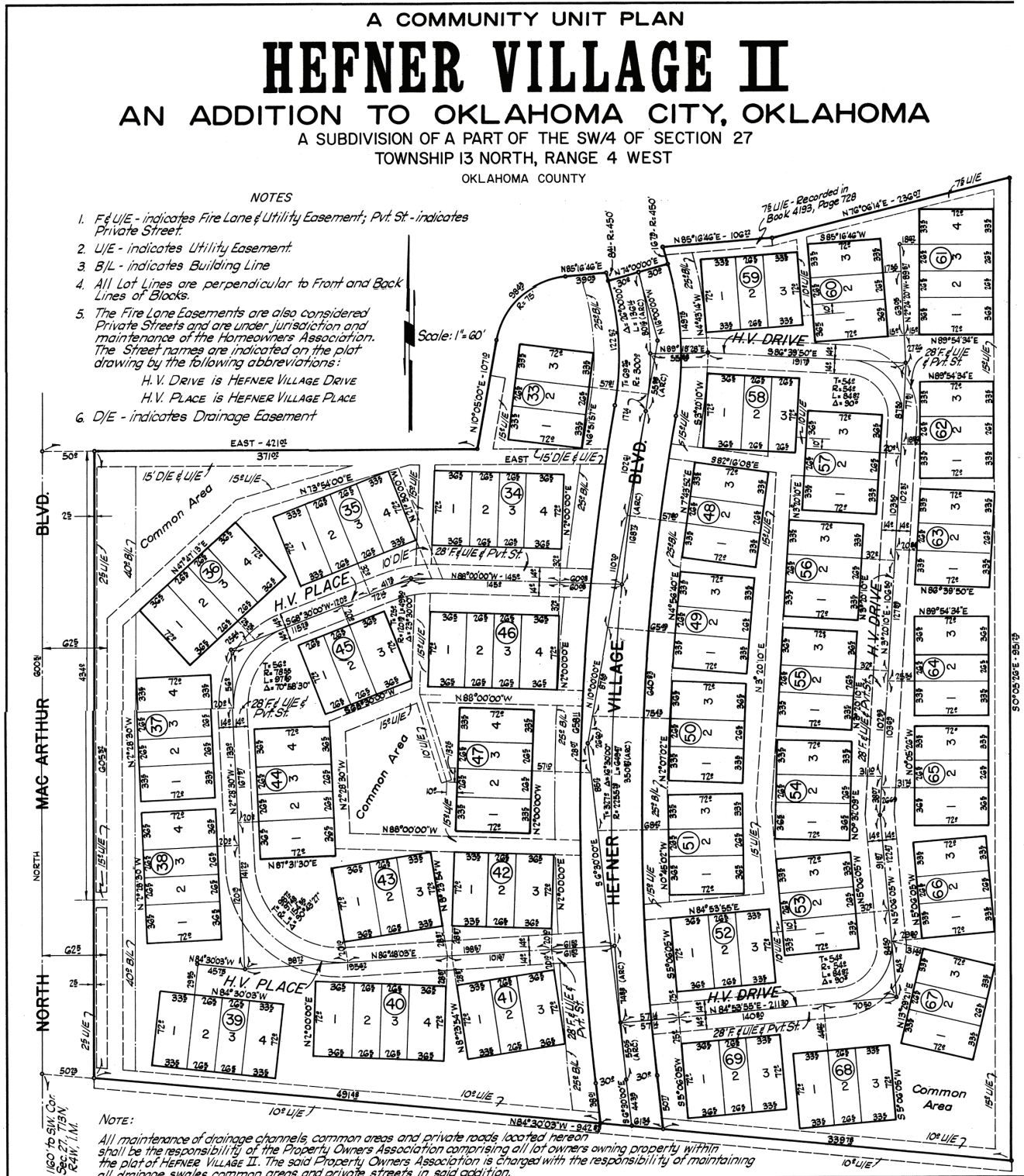


NOTES

1. F & U/E - INDICATES FIRE LANE & UTILITY EASEMENT; PVT. ST. INDICATES PRIVATE STREET.
2. U/E - INDICATES UTILITY EASEMENT.
3. B/L - INDICATES BUILDING LINE.
4. ALL LOT LINES ARE PERPENDICULAR TO FRONT AND BACK LINES OF BLOCK.
5. THE FIRE LANE EASEMENTS ARE ALSO CONSIDERED AS PRIVATE STREETS AND ARE UNDER JURISDICTION AND MAINTENANCE OF OF THE HOMEOWNERS ASSOCIATION. THE STREET NAMES ARE INDICATED ON THE DRAWING BY THE FOLLOWING ABBREVIATIONS:
H.V. COURT IS HEFNER VILLAGE COURT
H.V. CIRCLE IS HEFNER VILLAGE CIRCLE
H.V. TERR IS HEFNER VILLAGE TERRACE

AND

ALL OF HEFNER VILLAGE II, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA
COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.



AMENDMENT TO THE DECLARATION OF COVENANTS & RESTRICTIONS
HEFNER VILLAGE

20141106011514780
11/06/2014 01:38:57 PM
Bk:RE12679 Pg:743 Pgs:1 AMEN
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, one certain "Declaration of Covenants and Restrictions Hefner Village" dated the 29th day of March, 1974, and filed of record in Oklahoma County, Oklahoma, on the 29th day of March, 1974, in Book 4155 at Page 1884, covering the following described real property situated in Oklahoma County, State of Oklahoma, to-wit:

That portion of Hefner Village, a sub-division of a part of the Southwest Quarter (SW ¼) of Section 27, Township 13N, Range 4W, of the Indian meridian as shown on the recorded plat thereof, and

WHEREAS, the said Declaration provided for the method of amendments thereto; and

WHEREAS, a meeting of the members of Hefner Village Homeowners' Association, Inc. was held on the 22th day of October, 2014, said meeting provided for in the Declaration and there being present at the meeting, either in person or by proxy, a quorum as provided for in the Declaration, and there was an affirmative vote of at least "two-thirds (2/3) of the vote of the members who are voting in person or by proxy at the meeting" to amend the Declaration as is listed below:

NOW, THEREFORE, the Declaration of Covenants and Restrictions Hefner Village shall be amended to read as follows:

ARTICLE V, SECTION 5.3 shall be amended to read:

Section 5.3: Basis of Monthly Assessments. The monthly maintenance assessment shall be \$175.00 per lot for all lots commencing on November 1, 2014. The maximum monthly maintenance assessment may be increased by vote of the members, as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments at a lesser amount. (As Amended March 29, 1983, June 30, 1986, November 27, 1989, May 27, 1997, February 24, 2004, May 12, 2009 and October 22, 2014).

IN WITNESS WHEREOF, this AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS HEFNER VILLAGE is signed this 23 day of October, 2014

HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC.

By:

Theresa Cunha, President

ATTEST:

Sandra Alvarado, Secretary

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public within and for said County and State on this 23 day of October, 2014, personally appeared Theresa Cunha, to me known to be the identical person who executed her name to the foregoing instrument as President of Hefner Village Homeowners' Association, Inc. and duly acknowledged to me that she executed the same as her free and voluntary act and deed for such corporation, for the uses and purposes therein set forth.

Subscribed and sworn to before me this 23 day of October, 2014

My Commission Expires: _____

Notary Public

20141106011514780
Filing Fee: \$13.00

HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC.
10001 HEFNER VILLAGE CIRCLE
OKLAHOMA CITY, OK 73162

11/06/2014 01:38:57 PM
AMEN



1
13

Exhibit “B”

**BY-LAWS
OF HEFNER
VILLAGE
HOMEOWNERS
ASSOCIATION**

Key Points

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**BY-LAWS OF
HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC. (REVISED)**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Hefner Village Homeowners' Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 10001 Hefner Village Circle, Oklahoma City, Oklahoma, but meetings of Members and Directors may be held at such places within the State of Oklahoma, County of Oklahoma, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration, unless the context indicates otherwise.

**ARTICLE III
MEETING OF MEMBERS, RIGHTS AND PRIVILEGES**

Section 1. — Annual Meetings. The annual meeting of the Members shall be held on the twenty-fifth (25th) day of October, at the hour of seven o'clock P.M. and each subsequent regular annual meeting of the Members shall be held at the same hour of the same day in the same month of each year thereafter, unless a different time be voted on by the Members. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. — Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 3. — Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. — Quorum. Except as otherwise provided, the presence at a meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-laws. If, however,

such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. — Proxies. At all regular or special meetings of Members each Member may vote in person or by proxy. All proxies will be in writing filed with the Secretary at or before the meeting. The duration of a proxy shall not exceed eleven (11) months and may be terminated at any time by a letter of revocation filed with the Secretary. All proxies shall automatically cease upon conveyance by a Member of their Lot.

Section 6. — Rights and Privileges. The Members shall have the property voting and other rights and privileges as provided for herein and as provided for in the Declaration.

ARTICLE IV BOARD OF DIRECTORS : SELECTION : TERM OF OFFICE

Section 1. — Number. The affairs of the Association shall be managed by a Board of seven (7) Directors, who need not be Members of the Association. For purposes of staggering Board terms, on alternating years, at the regular annual meetings, either three (3) or four (4) new Board members shall be elected. In the event of any vacancy resulting from the death or resignation of a Director, such vacancy shall be filled by the appointment of their successor by the Board of Directors.

Section 2. — Term of Office. All Directors shall be elected for a term of two (2) years except as provided in Section 3 below. The new board of Directors shall take office immediately following the adjournment of the annual meeting of the Members.

Section 3. — Removal. Any Director may be removed from the Board, with or without cause, by majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining Members of the Board, even if such remaining Members do not constitute a quorum, and shall serve until the next annual meeting of the Association at which time the Members of the Association shall elect a person to fill the unexpired term of the vacated position.

Section 4. — Compensation. No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. — Action taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. — Emergency Management. For purposes of this section, an “Emergency” is defined as any catastrophic event, whether man-made, natural, or otherwise, causing an inability of a quorum of the Board to be readily assembled or able to communicate in lieu of a meeting.

In the event of an Emergency, and a majority of the Board of Directors are unable to conduct the Association's business due to absence or incapacitation, then: (a) the ranking officer of the Association, or (b) in the event all officers of the Association are absent or incapacitated, then a member or members of the Board of Directors may take action under this Section acting as members of the Board.

They may:

1. Designate an emergency principal office of the Association;
2. Conduct an emergency election governed by the provisions of Article VI, Section 2, for the purpose of electing emergency officers of the Association to serve for the duration of the absence or incapacitation of officers current at the time of the Emergency.
3. Adopt emergency exceptions to the Governing Documents, including the By-Laws and the Declaration;
4. Take any reasonable further actions in good faith for the continued operation and affairs of the Association during the duration of the Emergency.

In the event no member of the Board is able to conduct the Association's business and affairs in the event of an Emergency, the membership shall convene to elect/appoint a Board of Directors to conduct all necessary business.

Section 2. — Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 3. — Election. Election to the Board of Directors shall be by secret written ballot, unless a majority of the Members voting at any election, vote to dispense with secret written ballot.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. — Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, or as otherwise directed by the Board of Directors, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should a meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. — Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director, unless the Special Meeting occurs under the emergency provisions of Article V, Section 1.

Section 3. — Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. — Powers. The Board of Directors shall have power to:

(a) adopt and publish the rules and regulations governing the use of the Common Area and facilities, the personal conduct of the Members and their guests within the Properties, and to establish penalties for the infraction thereof;

(b) suspend the rights to use of recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) employ a Manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties, and

(f) designate two (2) or more Directors to constitute an executive committee by resolution adopted by a majority of the entire Board.

Section 2. — Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within a reasonable time, such reasonable time to be determined by the Board of Directors, or to bring an action at law against the Owner personally obligated to pay the same. In any such foreclosure proceedings, the Owner shall be required to pay a reasonable rental for the use of their Lot and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association, or its authorized agent, shall have power to bid in at the foreclosure sale and to acquire and hold, lease, mortgage and convey Lot acquired at the foreclosure sale. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

(h) establish and maintain a sinking fund which will be funded in the amount of Thirteen Dollars (\$13.00) per Lot per month which shall be used for no other purpose than replacement of roofs on buildings which insurer deems necessary.

Section 3. — Limits. The Board of Directors shall not have the power to enter a maintenance service contract that extends into the next calendar year from the date of the contract that does not contain an unrestricted forty-five day break clause, which may be exercised at the option of the Association.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. — Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, an assistant secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. — Election of Officers. The new Board of Directors shall meet within forty eight (48) hours of the close of the annual meeting for the purpose of electing its officers. The outgoing president shall continue in office until the incoming president is elected and qualified.

Section 3. — Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. — Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. — Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. — Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 7. — Multiple Offices. The offices of secretary and treasurer may be held by the same person, and the offices of vice president and assistant secretary may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. — Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The secretary shall be ex-officio secretary of the Board of Directors; shall record the votes and keep the minutes of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring that seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; shall prepare the voting list in alphabetical order forty-eight (48) hours prior to the convening of meeting of the Members; shall make the voting list available for inspection by any Member, during business hours, at least one (1) full day immediately preceding the convening of such meeting.

Assistant Secretary

(d) The assistant secretary shall assist the secretary in the performance of their duties in such manner and at such time as requested by the secretary and shall perform the duties of the secretary in the secretary's absence.

Treasurer

(e) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; shall prepare an annual budget and a certified statement of income and expenditures to be presented to the membership at its regular annual meeting; and cause an annual audit of Association books by public accountant and the preparation of required tax returns within one hundred twenty (120) days after the close of the calendar year.

**ARTICLE IX
COMMITTEES**

The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purpose of the Association.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment, regular or special, is not paid within thirty (30) days after due date, there shall be added to such assessment, a late charge in an amount determined from time to time by the Board of Directors and the Association may bring an action of law against the Owner personally obligated to pay the same or foreclose a lien against the property. In such event, all late charges, interest, collection costs and reasonable attorney's fees shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for his assessment provided for herein by nonuse of the Common Area or abandonment of their Lot.

ARTICLE XII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words:

Hefner Village Homeowners' Association, Inc.

ARTICLE XIII

Section 1. The By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or any regular meeting so long as notice of such meeting, regular or special was delivered thirty (30) days prior to the meeting and such notice set forth a complete text of the proposed amendment. No Amendment shall be effective unless approved by fifty-one percent (51%) of the vote of all Members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of October and shall end on the thirtieth (30th) day of September annually.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of Hefner Village Homeowners' Association, Inc., an Oklahoma corporation; the foregoing By-Laws were duly adopted by a sufficient percentage of Members.

IN WITNESS WHEREOF, I have hereunto subscribed my name as representative of the Association the same date as written above.

Date: 3-26-2015

HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC
An Oklahoma nonprofit, nonstock company

By: 
James R. Carroll, Its President

ATTEST:


George Thomas, Secretary

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Filing Fee: \$81.00

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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

CORRECTION

THIS IS TO CORRECT THE DOCUMENT FILED AT BOOK 12789 PAGE 444

CORRECTION TO THE CONSOLIDATED COVENANTS AND RESTRICTIONS OF HEFNER VILLAGE HOMEOWNERS ASSOCIATION

WHEREAS, the Amendment to the Declaration of Covenants & Restrictions Hefner Village filed November 6, 2014 at Book 12679, Page 743, set monthly assessments at \$175.00 per Lot.

WHEREAS, the Consolidated Covenants and Restrictions of Hefner Village Homeowners Association filed April 6, 2015, at Book 12789, Page 444 within the Oklahoma County Clerk's office (the Consolidated Covenants) inadvertently specified the former outdated monthly assessment amount of \$150.00 per Lot.

NOW THEREFORE, the Consolidated Covenants are hereby corrected as follows:

Section 1 – Correction to the Consolidated Covenants.

Section 5.3. Section 5.3 of the Consolidated Covenants is hereby deleted in its entirety and replaced with the following:

Section 5.3 — Basis of Monthly Assessments. The monthly maintenance assessment shall be \$175.00 per Lot. The maximum monthly maintenance assessment may be increased by vote of the Members, as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

Section 2 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Consolidated Covenants and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Correction. All such terms and provisions, unless expressly and specifically modified by this Correction, shall remain in effect as first recorded in the Consolidated Covenants as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my name as representative of the Association the same date as written below.

Date: 7-15-15

HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC.

An Oklahoma nonprofit, nonstock company

10001 HEFNER VILLAGE CIRCLE
OKC OK 73162

WI

By: 
JAMES R. CARROLL, Its President

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Oklahoma }

Before me, the undersigned Notary Public in and for the above county and state, on the date of July 15, 2015, personally appeared James R. Carroll, known to me to be the identical person who executed their name to the foregoing instrument, who is the duly President of the Hefner Village Homeowners' Association, Inc. for the execution of such instrument, who acknowledged to me that they did so as their free and voluntary act on behalf of Hefner Village Homeowners' Association, Inc. for the uses and purposes set forth in the foregoing instrument.

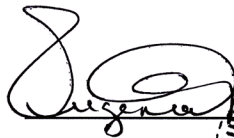
Subscribed and sworn to before me
The date next written above.

My commission expires:

1/27/19

My commission number is:

03001550



Notary Public:

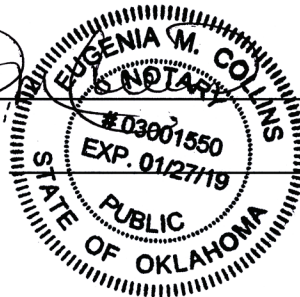


EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF HEFNER VILLAGE I, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF HEFNER VILLAGE II, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

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