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Fee: \$170.00

Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma



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AMENDMENT TO THE CONSOLIDATED COVENANTS AND RESTRICTIONS TO HEFNER VILLAGE, A RESIDENTIAL COMMUNITY TO OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA

THIS AMENDMENT TO THE CONSOLIDATED COVENANTS AND RESTRICTIONS is made this _____ day of February, 2024, pursuant to Section 10.2 of the Consolidated Covenants by a sufficient percentage of owners of Lots and Members of the Association within the Hefner Village Addition (the "Addition").

Section 1 - Purpose of Amendment.

WHEREAS, the Consolidated Covenants and Restrictions of Hefner Village is recorded at Book 12789, Page 444 within the Oklahoma County Clerk's office (the Consolidated Covenants).

WHEREAS, the undersigned are owners within the Addition, described within Exhibit "A" attached hereto, in sufficient percentage to amend the Consolidated Covenants, and the undersigned intend by this Amendment to amend the Consolidated Covenants as reflected herein. The undersigned execute and adopt this Amendment for the entirety of the real property within the Addition pursuant to their authority granted and reserved within the Consolidated Covenants, pursuant to due written notice, and under Oklahoma law.

Section 2 - Amendment. Section 5.3 of the Consolidated Covenants is hereby deleted in its entirety and replaced with the following:

Section 5.3 — <u>Basis of Monthly Assessments</u>. The monthly maintenance assessment shall be \$225.00 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 3 - 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, the undersigned Lot Owners and Members have subscribed their names to the attached ballots for purposes of evidencing their assent to this amendment and have directed the Association to cause this instrument to be acknowledged by the Association Board, as reflected by the President's signature below, and recorded.

HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC.

An Oklahoma nonprofit, nonstock company

: Mary Murae , Its President

ACKNOWLEDGEMENT

State of Oklahoma } ss:

County of Oklahoma }

Subscribed and sworn to before me The date next written above. My commission expires: My commission number is: 7 Feb 2024 9/29/26

22013228 EXP. 09/29/26

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.