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## AMENDMENT TO THE CONSOLIDATED COVENANTS AND RESTRICTIONS TO HEFNER VILLAGE

**WHEREAS**, the Consolidated Covenants and Restrictions, as amended, is on file within the Oklahoma County Clerk's office at Book 12789, Page 444 (the "Covenants") for the Hefner Village residential addition located in Oklahoma City, Oklahoma County, Oklahoma (the "Addition"). The Addition is a platted residential addition having a legal description set out within **Exhibit "A"** attached hereto.

**WHEREAS**, the undersigned owners for the Addition desire to amend a portion of the Covenants, and this Amendment is made effective as of the date of filing by a sufficient percentage of the undersigned Lot Owners, pursuant to Covenants Article 10, Section 2, as set forth in **Exhibit "B."**

**NOW THEREFORE**, the following amendments to the Covenants are 1) adopted by the Lot Owners and Members; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Members and Owners and Lots; 4) deemed reasonable in both procedure and substance by the Members and Owners; 5) shall be binding on the Members and Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Member and Owner, and 6) may be enforced by the Hefner Village Homeowners Association, Inc. (the "Association") and the Members and Owners. The Covenants as described above are hereby amended in the following manner:

**AMENDMENT.** The last sentence within Article 8, Section 1 to the Covenants is hereby deleted in its entirety and replaced with the following:

**8.1.1. Use and Occupancy.** Subsequent to the filing date of this Amendment, all Lots shall be Owner-occupied for the first twelve (12) consecutive months after each transfer of title to such Lot. "Owner-occupied" shall mean a Lot whose occupants are the Owner, the Owner's family by blood, marriage, or adoption within the second degree of consanguinity (e.g., parents, children, grandchildren or spouse) who occupy the Lot without the payment of rent. This Section shall not apply to a purchase money lender taking title to a Lot due to foreclosure. For entity Owners such as a corporation or limited liability company, the Owner occupant shall be the majority owner, if any, of such entity.

Unless otherwise provided, as required by the operation of law, or as may be required by any so called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot may be rented, leased, let or licensed for less than six (6) consecutive months subsequent to the filing date of this Amendment. All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, the Association's Articles of Incorporation, Bylaws and the rules. Only an entire Lot may be leased or rented, not any portions thereof. No sub-lease shall be allowed. Any failure of a lessee or renter to comply with the terms of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or rules, shall be a default under the lease, enforceable by the Association, with each Owner leasing their Lot granting hereby the Association a limited power of attorney for such purpose.

IN WITNESS WHEREOF, the undersigned Lot Owners and Members have caused this instrument to be executed to be effective the date of recording as reflected within Exhibit "B," which is acknowledged by the Association Board, as reflected by the President's signature below.

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

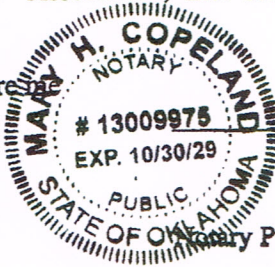
By: *William Smith*  
Its President

**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 2-25-2026, 2026, personally appeared W.S., 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:



10-30-2029

My commission number is:  
13009975

Notary Public: *Mary H. Copeland*