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DECLARATION OF COVENANTS AND RESTRICTIONS

HEFNER VILLAGE

THIS DECLARATION, made this 1st day of July, 1978,
by HEFNER VILLAGE COMPANY, an Oklahoma General Partnership, hereinafter called "Declarant".

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED & FILED
SEP-7 9 25 AM '78
CECIL PARHAM
CLERK

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said open spaces and other common facilities, including private utilities and private streets, now existing or hereafter erected thereon; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each owner thereof; and,

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, THE HEFNER VILLAGE IV HOMEOWNERS' ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant declares that it is the owner of the real property described in Article II, to be subdivided into "Lots," "Plots," "Streets," and "Common Areas" (as defined below) under the name "Hefner Village IV, and herein called "Existing Property," a subdivision of a part of the Southwest Quarter (SW/4) of Section 27, Township 13 North, Range 4 West I.M., Oklahoma County, Oklahoma, as shown on the recorded plat thereof filed concurrently with this Declaration, and does hereby dedicate to public use all the "Public Streets" (as defined below) within the Existing Property as shown on such recorded plat, and does also reserve for the installation and maintenance of utilities the easements also shown on such recorded plat. All lands so dedicated to the public use, and to the use of persons engaged in supplying utility services to the public, are free and clear of all liens and encumbrances, and title thereto is as shown in the Bonded Abstractor's Certificate on such recorded plat. Declarant

Further declares that in addition to the easements shown on the aforesaid recorded plat, the "Common Areas," as defined in Section 1.2 below, may be used for public drainage and underground utility easements subject to the provisions concerning Architectural Committee review and approval contained in Section 3.5, below.

DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, subject only to the provisions of Section 4.3.1, below, concerning Common Areas, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

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 "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.

1.2 "Common Areas" shall mean those areas of land so designated on any recorded subdivision plat of The Properties.

1.3 "Lot" shall mean those tracts of land so designated upon any recorded subdivision map 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.

1.4 "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 subdivision plat of The Properties. All others are

"Private Streets".

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

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

1.7 "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.

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

1.9 "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.

1.10 "Association" shall mean and refer to The Hefner Village IV Homeowners' Association.

1.11 "Board" shall mean the Board of Directors of the Association.

1.12 "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.

1.13 "By-Laws" shall mean the By-Laws of the Association 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.

1.14 "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.

1.15 "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 the residential unit located thereon.

1.16 "Member," "Class A Member," and "Class B Member" shall mean those persons so defined in Sections 3.1 and 3.2, below.

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

1.18 "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.

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

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

1.21 "Declarant" shall mean Hefner Village Company, an Oklahoma General Partnership, with its principal place of business in Oklahoma City, Oklahoma.

ARTICLE II

Property Subject to This Declaration and Additions Thereto

Section 2.1 Existing Property. The real property which and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in The City of Oklahoma County, Oklahoma County, Oklahoma, and is more particularly described as follows:

That portion of Hefner Village, a subdivision of a part of the Southwest Quarter (SW/4) of Section 27, Township 13 North, Range 4 West, I.M., as shown on the recorded plat thereof, as Hefner Village IV addition to Oklahoma City, Oklahoma County, Oklahoma,

11 of which real property shall hereinafter be referred to as Existing Property."

Section 2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

2.2.1 Additions in Accordance with a General Plan of Development. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional contiguous properties in future stages of the development, provided that such additions are in accord with a General Plan of Development (herein called "General Plan") prepared prior to the sale of any lot and made available to every purchaser both at the Declarant's office and at the office of the Association prior to such sale.

The General Plan shall show the proposed additions to the Existing Property and shall contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Areas proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Declarant's right under the provisions of this subsection to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Declarant, its successors and assigns, to make the proposed additions or, if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon, and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.

2.2.2 Other Additions. Upon approval in

writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the owner of any contiguous property who desires to add to it the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in Subsection 2.2.1 hereof.

2.2.3 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 Lot which, under the provisions of Section 5.12.3, below, is exempt from assessment by the Association, shall be a member herein called "Member") of the Association. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's Occupancy of his Lot; provided, however, that any Owner may, prior to Occupancy, voluntarily commence payment of assessments hereunder and thereupon become a Member as of such first payment, as if Occupancy had occurred. The Declarant's membership became effective upon the creation of the Association.

Section 3.2 Voting Rights. The Association shall have two classes of Voting membership:

Class A. "Class A Members" shall be all Members, other than the Declarant, who are owners of Lots situated upon The Properties. Class A

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.

Class B. The "Class B Member" shall be the Declarant which shall be entitled to ten (10) votes for each Lot of which the Declarant is the Owner.

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 his 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 his 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 Declarant, so long as the Declarant holds legal title to the portion of the Common Areas involved (subject to reimbursement by the Association) and thereafter the Association, may restore such surface, the cost of which will be assessed against the Member, subject to lien, in the same manner and with the same consequences as the assessments provided for in Article V hereof.

Section 4.2 Title to Common Areas. The Declarant may retain the legal title to the Common Areas or any part thereof until such time as the Declarant has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same.

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.

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 his 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 Declarant, so long as it holds legal title thereto, or 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.

Section 4.4 Right of First Mortgagee 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 property; and may pay overdue premiums on hazard insurance policies; or secure new hazard insurance coverage on the lapse of a policy; for such property and first mortgagees making such payment shall be owed immediate reimbursement therefore 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 said 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. First mortgagee shall have the right to examine the books and records of the Association, the Declarant, or any other person or entity holding title to the Common Property.

ARTICLE V

Covenant for Assessments

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

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, 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. 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 property 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 such property at the time the assessment fell due.

5.1.2 Notwithstanding the foregoing, except as provided in Section 5.1.3, below, monies expended by the Declarant during any

assessment period in maintaining and operating the Common Areas to which the Declarant still holds legal title shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as monthly maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as credits in the succeeding period or periods.

5.1.3 The Declarant shall receive no credit against sums due the Association hereunder for assessments for costs incurred in constructing a swimming pool on the recorded subdivision plat of The Properties.

5.1.4 As to any Owner other than the Declarant, liability for both monthly maintenance and special 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.

5.2.2 Only the Declarant, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common Area to which the Declarant still holds legal title.

Section 5.3 Basis of Monthly Assessments. The monthly maintenance assessment shall be Fifty dollars (\$50.00) per t. The maximum monthly maintenance assessment may be increased vote of the Members, as hereinafter provided in Section 5.5.

e Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount. Where a Plot has been created by combining more than one Lot or one Lot and a portion thereof, then the monthly maintenance assessment shall be calculated at the rate of Fifty dollars (\$50.00) per Lot, plus any proportionate part thereof as represented by a proportionate part of a Plot which has been added to any Lot or Lots to create a Plot. Notwithstanding anything herein to the contrary, Declarant shall not be required to pay any monthly or special assessment, except with respect to any Lot owned by Declarant which is occupied as a residence.

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 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 then owned by the Declarant and against all Lots then owned and occupied by other Owners, 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 said 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, his heirs,

evisees, personal representatives, trustees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Any such assumption by 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 the then current per annum prime rate of The First National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, plus two percent (2%), 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 costs 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.

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.

ARTICLE VI

Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected, 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 either (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board, or a committee composed of three (3) or more representatives appointed by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. 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, 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 Fee. 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. In addition to maintenance upon the Common Areas, the Association shall provide all or any part of the following exterior maintenance upon such Owner's Lot which is subject to assessment under Article V hereof: painting, repairing, replacing or caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 7.2 Private Utility Maintenance. In addition to maintenance upon the Common Areas, the Association may at the request of an Owner provide all or any part of the maintenance necessary for the proper operation of the utilities located upon such Owner's Lot which is subject to assessment under Article V hereof.

Section 7.3 Private Street Maintenance. In addition to maintenance upon the Common Areas, and particularly the Public Streets, the Association may at the request of an Owner provide all or any part of the maintenance and/or additions necessary for

the proper operation of Private Streets, including streets, walks and drives, located upon such Owner's Lot which is subject to assessment under Article V hereof.

Section 7.4 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 and 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 7.5 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 his 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, subject to lien, all as provided in Section 7.4.

Section 7.6 Owner's Easement for Repair or Maintenance. Where necessary for the repair or maintenance of any structure of the Owner located upon any Lot, said 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 7.7 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 7.8 Obligation to Rebuild or Repair. Should any residence or other structure allowed by these covenants and restrictions to be placed upon 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 at any regularly scheduled meeting of Members or meeting called for such purpose by a majority vote of the Members in attendance. A quorum for said 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 Declarant, 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 Building Limit Lines. No building structures or part thereof, except as hereinafter 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.

8.2.5 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; provided, however, that this restriction shall not apply to the Declarant.

A detached storage unit shall be constructed in fenced patio area of each unit. This shall be erected on common area.

8.2.6 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, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his 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.

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

8.2.8 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 Declarant (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

8.2.9 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; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

8.2.10 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 owl, 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, ponies, 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 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant 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 and with the prior approval in writing of the Architectural Committee. No garage or outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

Section 9.8 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

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, radio or television antennae or other similar structures or equipment shall be Visible from Neighboring Property.

ARTICLE X

General Provisions

Section 10.1 Duration. The covenants and restrictions

of this Declaration shall run with and bind the land, 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 said 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. Notice of any meeting at which this Declaration is amended may be waived by 2/3 vote of the members.

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 plaintiff(s) 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 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise,

transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 10.7 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:

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

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

10.7.3 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.

10.7.4 Fail to maintain Fire and Extended Coverage on insurable Common Property 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).

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

Section 10.8 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 said mortgagee has an interest. All notices, requests for approval, or requests 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 said mortgagee for any act shall be deemed to be given.

Section 10.9 Mortgagee Notification of Default. The first mortgagee at his 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.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the
Declarant this 15th day of August, 1978.

HEFNER VILLAGE COMPANY,
an Oklahoma General Partnership

By *B. Earl Austin*
B. Earl Austin

By *Carl B. Anderson, Jr.*
Carl B. Anderson, Jr.

(All of the Partners)

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Acknowledged before me this 15th day of August,
1978, by B. Earl Austin and Carl B. Anderson, Jr., all of the
Partners of HEFNER VILLAGE COMPANY, an Oklahoma General Partner-
ship, on behalf of said corporation.

Shirley M. Haskins
Notary Public

My Commission Expires:

July 1, 1980

(SEAL)

BOOK 5155 PAGE 0032

Return to: C: MICHAEL CHAPMAN
ATTORNEY AT LAW
1012 N.W. GRAND BLVD.
SUITE A
OKLAHOMA CITY, OK 73118

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS,

HEFNER VILLAGE AND TO THE BY-LAWS
HEFNER VILLAGE HOMEOWNERS' ASSOCIATION, INC.

DOC NUMBER 00042959

TIME 08:46 AM

FEE 10.00

DATE APR. 11 1986

JERRY DEWOODY

OKLAHOMA COUNTY CLERK

RECORDED AND FILED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Hefner Village is a subdivision located following described real estate situated in Oklahoma State of Oklahoma, to-wit:

That portion of Hefner Village, a subdivision of a part of the Southwest Quarter (SW/4) of Section 27, Township 13 North, Range 4 West of the Indian Meridian as shown on the recorded plat thereof, and

WHEREAS, Hefner Village is subject to the Declaration of Covenants and Restrictions, Hefner Village dated March 29, 1974 and filed of record in the Deed Records of Oklahoma County at Book 4155, Page 1884; and

WHEREAS, Hefner Village Homeowners' Association, Inc. ("Association") is an Oklahoma corporation consisting of all owners within Hefner Village; and

WHEREAS, the Declaration and By-Laws of the Association provide for the method of amendment thereto; and

WHEREAS, a meeting of the members of the Association was held on the 25th day of March, 1986, said meeting being held pursuant to a written notice provided to all members as provided for in the Declarations and By-Laws and there being present at the meeting either in person or by proxy a quorum as provided in the Declarations and By-Laws, and there was an affirmative vote of a majority of the members of the Association to amend the Declarations and By-Laws as is listed below.

NOW, THEREFORE, the Declarations and By-Laws of Hefner Village Homeowners' Association, Inc. shall be amended as follows:

1. Article VII, Section 7.1 of the Declarations shall be amended to read as follows:

"Section 7.1. Exterior Maintenance. In addition to maintenance upon the Common Areas, upon request of an owner, the association will provide all or any part of the following exterior maintenance upon such owner's lot which is subject to assessments under Article V hereof: Repairing, replacing or caring for roofs, gutters downspouts, exterior building surfaces, drives, walks and other exterior improvements. If any Lot Owner fails to properly maintain the items listed above, with proper maintaining 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."

2. Article VII, Section 7.2 of the Declarations shall be amended to read as follows:

"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 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 in an amount not less than the current replacement cost."

3. Article IX, Section 9.8 of the Declarations shall be amended to read as follows:

"9.8 Maintenance of Lots. Each Lot Owner shall keep his lot free of trash and debris, and shall replace all dead trees, shrubs and bushes with similar or like kind not later than the first (1st) day of May, annually."

4. Article VII, Section 1(f) of the By-Laws shall be added as follows:

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

IN WITNESS WHEREOF, this Amendment to the Declarations and By-Laws of Hefner Village Homeowners' Association, Inc., is signed this 9th day of April, 1986.

HEFNER VILLAGE HOMEOWNERS'
ASSOCIATION, INC., an
Oklahoma corporation

By: Elaine Phillips
Elaine Phillips,
President

Suzi Sharp
Suzi Sharp, Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public within and for said County and State on this 9th day of April, 1986, personally appeared Elaine Phillips, to me known to be the identical person who subscribed her name to the foregoing instrument as President of Hefner Village Homeowners' Association, Inc., an Oklahoma corporation, 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 and verifies said assessments.

Subscribed and sworn to before me on the day and year last above written.

My Commission Expires:

4/10 - 86

Shirley Clark
Notary Public

THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS

Doc # 200008756
Bk 7876
Pg 1510-1512
DATE 07/10/00 13:07:30
Filing Fee \$12.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Notary Public
Carolynn Caudill

HEFNER VILLAGE VI

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, HEFNER VILLAGE IV (this "Third Amendment") is made, this 11th day of August, 1998, by the Hefner Village IV Homeowners' Association, Inc. and Oklahoma non-profit corporation (the "Association").

WITNESSETH

WHEREAS, that certain Declaration of Covenants and Restrictions, Hefner Village IV, dated the 1st day of July, 1978, was filed of record in Oklahoma County, Oklahoma, on the 7th day of September, 1978 in Book 4496, at page 23 (the "Declaration"), covering the following described real property, to-wit:

That portion of Hefner Village, a subdivision of a part of the Southwest Quarter (SW\4) of Section 27, Township 13 North, Range 4 West, I.M., as shown on the recorded plat thereof, as Hefner Village IV addition to Oklahoma City, Oklahoma County, Oklahoma;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 10th day of August, 1985, and filed of record in Oklahoma County, Oklahoma, on the 21st day of August, 1985, in Book 5361, at page 1167;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Second Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 26th day of March, 1992, and filed of record in Oklahoma County, Oklahoma, on the 24st day of June, 1992, in Book 6306, at page 0603;

WHEREAS, on the August 11, 1998, at a special meeting of the Association, wherein, either in person or by proxy, a quorum as provided for in the Declaration, as heretofore amended, was present, said meeting having been held pursuant to written notice provided to all members as provided for in the Declaration, as heretofore amended, there was an affirmative vote of at least two-thirds (2/3rds) of the vote of the members who were voting in person or by proxy at the meeting to further amend the Declaration as set out herein below.

NOW, THEREFORE, the Declaration, as heretofore amended, shall be and is hereby further amended as follows:

1. Article V, Section 5.1.1 of the Declaration shall be changed to read as follows:

Section 5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby

W.Y. RETURN

MICHAEL BIDDINGER
REAL ESTATE

covenants, and 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 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. Further, consistent with and subject to the provisions of Article V herein, each Owner agrees to pay to the Association for a roof, paint and repair assessment \$50.00 per month per Lot commencing on September 1, 1998 through August 31, 2000 and \$25.00 per month per Lot commencing September 1, 2000 thereafter, such funds to be specifically and exclusively utilized by the Association to repair and replace roofs, flashing and shingles, to repair and replace exterior siding and walls, storage sheds and fences, but not to include windows and exterior doors, and to caulk and paint exterior siding, walls, storage sheds, fences and exterior doors, and such funds, though available only for roofing, painting and siding repair as herein described, and though such funds are to be maintained in a separate bank account, such funds are considered as a portion of the monthly maintenance assessment for the purpose of enforcement and collection by the Association. The monthly maintenance assessment and special assessment and the roof, paint and repair assessment, together with such interest thereon and costs of collection thereof as herein after provided, shall be a charge on the land and shall be a continuing lien upon the property 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 such property at the time the assessment fell due.

2. This instrument shall constitute as amendment to and be supplemental to the Declaration, as heretofore amended. All of the covenants, conditions and restrictions of the Declaration, as heretofore amended, unless specifically modified herein, shall remain in full force and effect.

3. In the event of any conflict, inconsistency or incongruity between the provisions of this instrument and any of the provisions of the Declarations, as heretofore amended, the provisions of this instrument shall in all respects govern and control.

(Blank)

IN WITNESS WHEREOF, this Third Amendment has been executed on the date first written herein above.

HEFNER VILLAGE IV HOMEOWNERS'
ASSOCIATION, INC., an Oklahoma
Non-profit corporation

By: Michael Vermuth
Michael Vermuth, President

ATTEST:

Joyette L. Martin
Secretary
(Affix Seal)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me the 11th day of August, 1998 by Michael Vermuth, President of the Hefner Village IV Homeowners' Association, Inc., an Oklahoma non-profit corporation, on behalf of the corporation.

Linda S. McBride
Notary Public

My Commission Expires:

03-12-04
(Affix Seal)

HEFNER VILLAGE VI

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, HEFNER VILLAGE IV (this "Third Amendment") is made, this 21st day of August, 2003, by the Hefner Village IV Homeowners' Association, Inc. and Oklahoma non-profit corporation (the "Association").

WITNESSETH

WHEREAS, that certain Declaration of Covenants and Restrictions, Hefner Village IV, dated the 1st day of July, 1978, was filed of record in Oklahoma County, Oklahoma, on the 7th day of September, 1978 in Book 4496, at page 23 (the "Declaration"), covering the following described real property, to-wit:

That portion of Hefner Village, a subdivision of a part of the Southwest Quarter (SW\4) of Section 27, Township 13 North, Range 4 West, I.M., as shown on the recorded plat thereof, as Hefner Village IV Addition to Oklahoma City, Oklahoma County, Oklahoma;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 10th day of August, 1985, and filed of record in Oklahoma County, Oklahoma, on the 21st day of August, 1985, in Book 5361, at page 1167;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Second Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 26th day of March, 1992, and filed of record in Oklahoma County, Oklahoma, on the 24th day of June, 1992, in Book 6306, at page 0603;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Third Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 11th day of August, 1998, and filed of record in Oklahoma County, Oklahoma, on the 10th day of July, 2000, in Book 7876, at page 1510-1512;

WHEREAS, on the August 19, 2003, at a special meeting of the Association, wherein, either in person or by proxy, a quorum as provided for in the Declaration, as heretofore amended, was present, said meeting having been held pursuant to written notice provided to all members as provided for in the Declaration, as heretofore amended, there was an affirmative vote of at least two-thirds (2/3rds) of the vote of the members who were voting in person or by proxy at the meeting to further amend the Declaration as set out herein below.

NOW, THEREFORE, the Declaration, as heretofore amended, shall be and is hereby further amended as follows:

1. Article V, Section 5.3 of the Declaration shall be changed to read as follows:

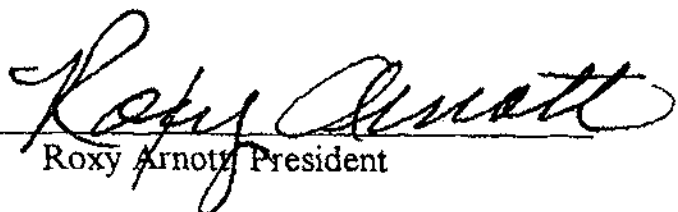
Section 5.3 Basis of Monthly Assessments. The monthly maintenance assessment shall be One Hundred Dollars (\$100.00) per lot. The monthly maintenance assessment may be increased or decreased by vote of the Members, as hereinafter provided in Section 5.5. Where a Plot has been created by combining more than one Lot or one Lot and portion thereof, then the monthly maintenance assessment shall be calculated at the rate of One Hundred Dollars (\$100.00) per Lot, plus any proportionate part thereof as represented by a proportionate part of a Lot which has been added to any Lot or Lots to create a Plot.

2. This instrument shall constitute as amendment to and be supplemental to the Declaration, as heretofore amended. All of the covenants, conditions and restrictions of the Declaration, as heretofore amended, unless specifically modified herein, shall remain in full force and effect.
3. In the event of any conflict, inconsistency or incongruity between the provisions of this instrument and any of the provisions of the Declarations, as heretofore amended, the provisions of this instrument shall in all respects govern and control.

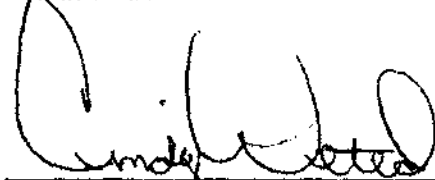
IN WITNESS WHEREOF, this Fourth Amendment has been executed on the date first written herein above.

HEFNER VILLAGE IV HOMEOWNERS'
ASSOCIATION, INC., an Oklahoma
Non-profit corporation

By:


Roxy Arnot, President

ATTEST:



Cindy Weted, Secretary

(Affix Seal)

ACKNOWLEDGMENT

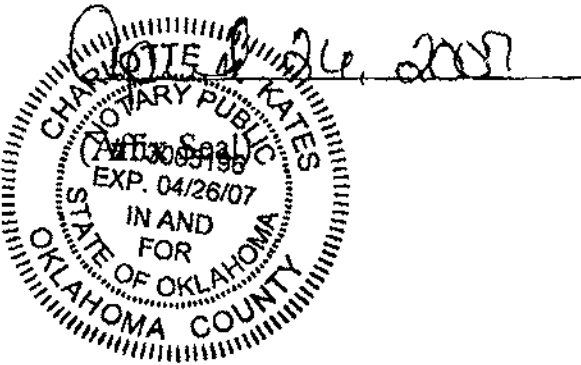
STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

SS:

The foregoing instrument was acknowledged before me the 27th day of August, 2003 by Roxy Arnott, President of the Hefner Village IV Homeowners' Association, Inc., an Oklahoma non-profit corporation, on behalf of the corporation.

Charlotta M. Kates
Notary Public

My Commission Expires:



Hefner Village Homeowners' Assoc., Inc.
c/o Michael Biddinger RE, Inc.
12020 N. Pennsylvania Avenue
Oklahoma City, OK 73120

FIFTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS

Doc # 2006084790
Bk 10136
Pg 148-150
DATE 06/07/06 10:01:17
Filing Fee \$17.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

HEFNER VILLAGE IV

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, HEFNER VILLAGE IV (this "Fifth Amendment") is made, this 5th day of April, 2006, by the Hefner Village IV Homeowners' Association, Inc. and Oklahoma non-profit corporation (the "Association").

WITNESSETH

WHEREAS, that certain Declaration of Covenants and Restrictions, Hefner Village IV, dated the 1st day of July, 1978, was filed of record in Oklahoma County, Oklahoma, on the 7th day of September, 1978 in Book 4496, at page 23 (the "Declaration"), covering the following described real property, to-wit:

That portion of Hefner Village, a subdivision of a part of the Southwest Quarter (SW\4) of Section 27, Township 13 North, Range 4 West, I.M., as shown on the recorded plat thereof, as Hefner Village IV Addition to Oklahoma City, Oklahoma County, Oklahoma;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 10th day of August, 1985, and filed of record in Oklahoma County, Oklahoma, on the 21st day of August, 1985, in Book 5361, at page 1167;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Second Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 26th day of March, 1992, and filed of record in Oklahoma County, Oklahoma, on the 24th day of June, 1992, in Book 6306, at page 0603;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Third Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 11th day of August, 1998, and filed of record in Oklahoma County, Oklahoma, on the 10th day of July, 2000, in Book 7876, at page 1510-1512;

WHEREAS, pursuant to the procedures described in Section 10.2 of the Declaration, the Declaration was heretofore amended by that certain Forth Amendment to the Declaration of Covenants and Restrictions, Hefner Village IV, dated the 21th day of August, 2003, and filed of record in Oklahoma County, Oklahoma, on the 5th day of September, 2003, in Book 9018, at page 1266-1268;

WHEREAS, on the April 4, 2006, at a special meeting of the Association, wherein, either in person or by proxy, a quorum as provided for in the Declaration, as heretofore amended, was

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211

present, said meeting having been held pursuant to written notice provided to all members as provided for in the Declaration, as heretofore amended, there was an affirmative vote of at least two-thirds (2/3rds) of the vote of the members who were voting in person or by proxy at the meeting to further amend the Declaration as set out herein below.

NOW, THEREFORE, the Declaration, as heretofore amended, shall be and is hereby further amended as follows:

1. Article V, Section 5.1.1 of the Declaration shall be changed to read as follows:

Section 5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and 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 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. Further, consistent with and subject to the provisions of Article V herein, each Owner agrees to pay to the Association for a roof, paint and repair assessment \$50.00 per month per Lot commencing on September 1, 1998 through August 31, 2000 and \$25.00 per month per Lot commencing September 1, 2000 thereafter, and on May 1, 2006 - \$30.00 per month per Lot; May 1, 2007 - \$35.00 per month per Lot; May 1, 2008 - \$40.00 per month per Lot; May 1, 2009 - \$45.00 per month per Lot; May 1, 2010 - \$50.00 per month per Lot; May 1, 2011 - \$55.00 per month per Lot; May 1, 2012 - \$60.00 per month per Lot; and on May 1, 2013 - \$65.00 per month per Lot thereafter. Such funds to be specifically and exclusively utilized by the Association to repair and replace roofs, flashing and shingles, to repair and replace exterior siding and walls, storage sheds and fences, but not to include windows and exterior doors; and to caulk and paint exterior siding, walls, storage sheds, fences and exterior doors, and such funds, though available only for roofing, painting and siding repair as herein described, and though such funds are to be maintained in a separate bank account, such funds are considered as a portion of the monthly maintenance assessment for the purpose of enforcement and collection by the Association. The monthly maintenance assessment and special assessment and the roof, paint and repair assessment, together with such interest thereon and costs of collection thereof as herein after provided, shall be a charge on the Land and shall be a continuing lien upon the property 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 such property at the time the assessment fell due.

2. This instrument shall constitute as amendment to and be supplemental to the Declaration, as heretofore amended. All of the covenants, conditions and restrictions of the Declaration, as heretofore amended, unless specifically modified herein, shall remain in full force and effect.

3. In the event of any conflict, inconsistency or incongruity between the provisions of this instrument and any of the provisions of the Declarations, as heretofore amended, the provisions of this instrument shall in all respects govern and control.

IN WITNESS WHEREOF, this Fifth Amendment has been executed on the date first written herein above.

HEFNER VILLAGE IV HOMEOWNERS'
ASSOCIATION, INC., an Oklahoma
Non-profit corporation

By: Alan Koehn
Alan Koehn, President

ATTEST:

Brenda Gillen
Brenda Gillen, Secretary

(Affix Seal)

ACKNOWLEDGMENT

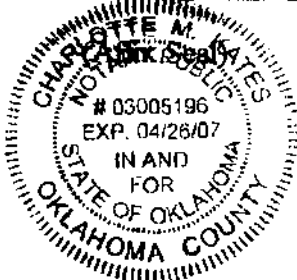
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me the 31 day of May, 2006 by Alan Koehn, President of the Hefner Village IV Homeowners' Association, Inc., an Oklahoma non-profit corporation, on behalf of the corporation.

Charlotte M. Kates
Notary Public

My Commission Expires:

04-26-07



Return to: **MATTHEW L. WINTON^{PLLC}**
3233 East Memorial Rd., Suite 103
Edmond, Oklahoma 73013
405.478.4818 office/888.857.0360 fax
mlw@thompsonwinton.com



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

FOR THE RECORDER

SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF HEFNER VILLAGE IV, OKLAHOMA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THERETO

WHEREAS, the Declaration of Covenants and Restrictions of Hefner Village IV is on file within the Oklahoma County Clerk's office at Book 4496, Page 23 (the "Declaration") for the Hefner Village IV Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma (the "Addition"). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

WHEREAS, an Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 5361, Page 1167 (the "First Amendment") for the Addition.

WHEREAS, a Second Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 6306, Page 603 (the "Second Amendment") for the Addition.

WHEREAS, the Third Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 7876, Page 1510 (the "Third Amendment") for the Addition.

WHEREAS, a Fourth Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 9018, Page 1266 (the "Fourth Amendment") for the Addition.

WHEREAS, a Fifth Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 10136, Page 148 (the "Fifth Amendment") for the Addition.

WHEREAS, Section 3.1 of the Declaration requires Membership of the Association by all Owners.

WHEREAS, Section 10.2 of the Declaration provides that the Owners of Lots within the Addition may amend the Declaration.

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

NOW THEREFORE, the following amendments to the Declaration are 1) adopted by the Owners; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners; 4) deemed reasonable in both procedure and

3/17

substance by the Owners; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Owner, and 6) may be enforced by the Owners and Hefner Village IV Homeowners' Association, Inc. (the "Association").

AMENDMENT

AMENDMENT: Article V, Section 5.1.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.1.1.

The Declarant, for each Lot owned by it within The Properties, hereby covenants, and except as provided in Section 5.12.3 below, each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed 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. Further, consistent with and subject to the provisions of Article V herein, each Owner shall remit to the Association the assessments as described in Section 5.3. Such funds to be specifically and exclusively utilized by the Association to repair and replace roofs, flashing and shingles, to repair and replace exterior siding and walls, storage sheds and fences, but not to include windows and exterior doors; and to caulk and paint exterior siding, walls, storage sheds, fences and fence gates, and such funds, though available only for roofing, painting and siding repair as herein described, and though such funds are to be maintained in a separate bank account, such funds are considered as a portion of the monthly maintenance assessment for the purpose of enforcement and collection by the Association. The monthly maintenance assessment and special assessment and the roof, paint and repair assessment, 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 property 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 such property at the time the assessment fell due.

AMENDMENT: Article V, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.3. Basis of Monthly Assessments.

The monthly maintenance assessment shall be Two Hundred Dollars (\$200.00) per Lot. The monthly maintenance assessment may be increased or decreased by vote of the Members, as hereinafter provided in Section 5.5. Where a Plot has been created by combining more than one Lot or one Lot and portion thereof, then the monthly maintenance assessment shall be calculated

