

✓ Betty Lee Timmons
735 Kingfisher Rd
Catoosa, OK 74015

**FOURTH AMENDED
DEED OF DEDICATION,
AND RESTRICTIVE COVENANTS OF
RUBY ESTATES**



A Subdivision of a part of the Northeast Quarter (NE¼) of Section 35, Township 20 North, Range 16 East of the I.B.&M., Rogers County, Oklahoma, according to the U.S. Government Survey thereof.

KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned, BETTY LEE TIMMONS, as Trustee of THE BETTY LEE TIMMONS REVOCABLE INTERVIVOS TRUST U/D/T NOVEMBER 19, 2004 and BETTY LEE TIMMONS, as Trustee of THE JOHN D. TIMMONS REVOCABLE INTERVIVOS TRUST U/D/T NOVEMBER 19, 2004, Grantor, hereinafter referred to as the "Owner/Developer," do hereby certify that, in accordance with:

SECTION V - ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

C. Amendment

... The covenants within Section III (Private Building and Use Restrictions) may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least five (5) lots within the subdivision ...,

as contained in the **SECOND AMENDED DEED OF DEDICATION, PLAT, AND RESTRICTIVE COVENANTS OF RUBY ESTATES**, A Subdivision of a part of the Northeast Quarter (NE¼) of Section 35, Township 20 North, Range 16 East of the I.B.&M., Rogers County, Oklahoma, according to the U.S. Government Survey thereof, dated August 15, 2005 and recorded August 16, 2005 in Book 1703 at Page 152 of the records of the County Clerk of Rogers County, Oklahoma;

I own more than five (5) lots within the Subdivision of RUBY ESTATES and in accordance with the rights reserved to the Owner/Developer, by the Owner/Developer, as stated above, I make the following amendments to the Covenants, to-wit:

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

B. Floor Area of Dwelling

1. Single Story - A single story dwelling shall have at least 2200 square feet of finished heated living area.

IS HEREBY AMENDED TO READ:

B. Floor Area of Dwelling

1. Single Story - A single story dwelling shall have at least 1,800 square feet of finished heated living area (as amended in Third Amended Deed of Dedication, dated September 21, 2005 and recorded in Book 1732 at Pages 648 to 650 of the records of the County Clerk of Rogers County, Oklahoma).

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

K. Outbuildings and Accessory Structures

1. Outbuildings and accessory structures such as detached garages, storage buildings, gazebos, atriums, patio covers, covered spas, cabanas, lighting standards, etc. are allowed, subject to the same review and approval of the Architectural Committee as the main dwelling.

2. Outbuildings and accessory structures shall be consistent with the basic architectural styling of the main dwelling with a minimum of seventy-five percent (75%) masonry veneer that conforms with the main dwelling.

IS HEREBY AMENDED TO READ:

K. Outbuildings and Accessory Structures

1. Outbuildings and accessory structures such as detached garages, storage buildings, gazebos, atriums, patio covers, covered spas, cabanas, lighting standards, etc. are allowed; and, shall be subject to the same review and approval of the Architectural Committee as the main dwelling **and must be constructed or installed behind a 6 foot privacy fence.**

2. **Permanent** outbuildings such as storage buildings, detached garages, atriums, and greenhouses, shall be limited to one per tract and shall not exceed ten percent (10%) of the total square footage of the main single family dwelling and shall conform with the neighborhood.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

L. Landscaping

1. The front yards of all lots and side yards of all corner lots must be professionally landscaped upon completion of the residence. All front, side and back yards must be sodded upon completion of the residence on said lot.

IS HEREBY AMENDED TO READ:

L. Landscaping

1. The front yards of all lots and side yards of all corner lots must be **tastefully** landscaped upon completion of the residence **to conform to the neighborhood..** All front and side yards must be sodded upon completion of the residence on said lot.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

M. Fencing

1. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence. Provided, however, on corner lots, fencing may extend to the side building setback line of the adjoining street forming a side yard boundary of the lot. Fences shall be of wood, brick, stone, stucco or ornamental iron. Neither coated or uncoated chain link nor barbed wire fence is permitted. No fence may exceed six feet (6') in height.

IS HEREBY AMENDED TO READ:

M. Fencing

1. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence. Provided, however, on corner lots, fencing may extend to the side building setback line of the adjoining street forming a side yard boundary of the lot. Fences shall be of wood, brick, stone, stucco, ornamental iron, **or coated chain link with wood poles.** Neither uncoated chain link nor barbed wire fence is permitted. No fence may exceed six feet (6') in height.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

O. Swimming Pools

Above ground swimming pools are prohibited.

IS HEREBY AMENDED TO READ:

O. Swimming Pools

In-ground swimming pools must be behind a minimum 4 foot high fence to reduce liability.

Above ground swimming pools must be installed behind a 6 foot privacy fence.

Wading pools no more than 12 inches high are permitted without fencing.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

R. Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

IS HEREBY AMENDED TO READ:

R. Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage or **behind a 6 foot privacy fence.**

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

S. Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage. Inoperative vehicles shall not be parked or stored on any street.

IS HEREBY AMENDED TO READ:

S. Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage or **behind a 6 foot privacy fence.** Inoperative vehicles shall not be parked or stored on any street.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

W. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that three (3) dogs, cats or other household pets may be kept provided that they are not used for

commercial purposes. Lots shall be kept clean of any and all animal by-products. Animal shelters shall be screened from view from any street unless built in conformity to the requirements of Subsection K.

IS HEREBY AMENDED TO READ:

W. Animals

No cattle, swine, poultry or feral or exotic animals of any kind may be kept, maintained, bred or sold on any lot. Dogs, cats or other household pets may be kept provided that they are not used for commercial purposes. No more than three dogs shall be kept on any lot at any time. Lots shall be kept clean of any and all animal by-products. Animal shelters shall be screened from view from any street unless built in conformity to the requirements of Subsection K. **All pets must be kept behind a secured fence or on a leash.**

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

EE. Garage Sales

No garage sale and/or yard, sidewalk or other such sale shall be allowed or permitted on any lot in excess of two (2) days every three (3) calendar months.

IS HEREBY AMENDED TO READ:

EE. Garage Sales

No garage sale and/or yard, sidewalk or other such sale shall be allowed or permitted on any lot in excess of **three (3) days at a time and no more than three (3) times per year.**

SECTION IV B HOMEOWNER'S ASSOCIATION

D. Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

IS HEREBY AMENDED TO READ:

D. Enforcement Rights of the Association


If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, the Association shall have standing to prosecute any proceedings at law or

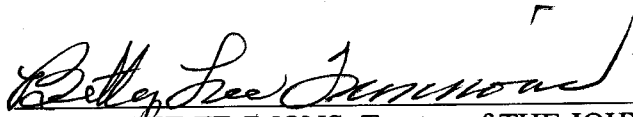
in equity against the person violating the same to prevent the violation or to recover damages for such violation.

In any action brought to enforce any provision hereof, the prevailing party shall be entitled to an award of attorneys fees to be as costs.

All other **CONDITIONS AND RESTRICTIONS** contained in the **DEED OF DEDICATION OF RUBY ESTATES**, not previously changed or amended of record, or changed or amended herein, shall remain in effect as originally filed of record.

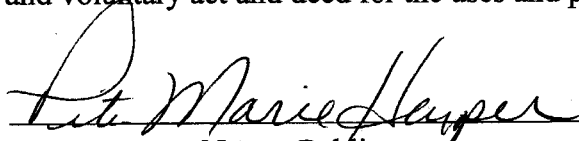
IN WITNESS WHEREOF the Owner/Developer of **RUBY ESTATES** has executed this Second Amended Deed of Dedication, and Restrictive Covenants, this 31 day of July, 2008.

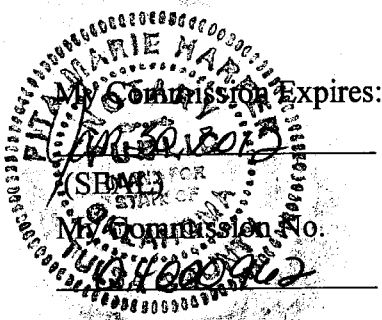

BETTY LEE TIMMONS, Trustee of THE BETTY LEE TIMMONS REVOCABLE INTERVIVOS TRUST U/D/T NOVEMBER 19, 2004


BETTY LEE TIMMONS, Trustee of THE JOHN D. TIMMONS REVOCABLE INTERVIVOS TRUST U/D/T NOVEMBER 19, 2004

STATE OF OKLAHOMA)
) ss.
COUNTY OF ROGERS)

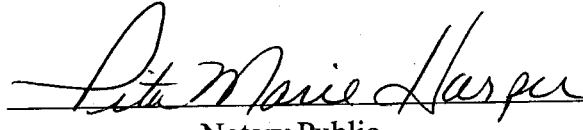
Before me the undersigned a Notary Public in and for said County and State on this 31 day of July, 2008, personally appeared BETTY LEE TIMMONS, as Trustee of THE BETTY LEE TIMMONS REVOCABLE INTERVIVOS TRUST U/D/T NOVEMBER 19, 2004, to me known to be the identical person who subscribed to the foregoing instrument as its Owners and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.


Notary Public



STATE OF OKLAHOMA)
) ss.
COUNTY OF ROGERS)

Before me the undersigned a Notary Public in and for said County and State on this 31 day of July, 2008, personally appeared BETTY LEE TIMMONS, as Trustee of THE JOHN D. TIMMONS REVOCABLE INTERVIVOS TRUST U/D/T NOVEMBER 19, 2004, to me known to be the identical persons who subscribed to the foregoing instrument as its Owner and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public

My Commission Expires:

Jul 30 2012

(SEAL)

My Commission No.

09000902

OKLAHOMA

TULSA COUNTY

2003-137