

Double Diamond Estates  
Restrictive Covenants

I-2004-018250 Book 3677 Pg: 374  
11/23/2004 8:26 am Pg 0374-0380  
Fee: \$ 25.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

Book page

Known all men by these presents:

That Ron Gruver and Debra Gruver husband and wife, do hereby certify that we are the owners of the hereinafter-described real, property, situated in Grady County, State Of Oklahoma.

Lots one (1) through twenty-four (24) inclusive, in Double Diamond Estates, being a subdivision of a part of the southeast quarter of section fourteen (14) township seven (7) north, range five (5) west, Indian Meridian in Grade County, Oklahoma more particularly described as follows:

Beginning at the NE Corner of said NE Quarter.

Thence North 89 degrees 49' 23" West and along the north line of said SE Quarter a distance of 2063.35 feet.

Thence South 00 degrees 35' 15" West a distance of 660.02 feet.

Thence South 89 degrees 49' 23" East a distance 2069.19 feet to the East line of said SE Quarter;

Thence North 00 degrees 04' 51" East and along said East line a distance of 660.0 feet; to the Point Of Beginning, containing 1,363,737.49 sq. ft. of 31.31 acres, more or less.

For the purpose of providing an orderly development of all of the above described property, and for the purpose of providing, adequate restrictive covenants for the benefits of themselves and their successors in title, to any portion of the above described property, to which it shall in incumbent upon said dedicators and their successors in title to adhere whether acquired directly or through subsequent transfers, or in any manner whatsoever, and all of the property of Double Diamond Estates sub-division shall be taken, held and conveyed subject to the following restrictions and covenants to wit.

1. Building committee. The above owners hereby create, charge and appoint a building committee for the purpose of architectural review of all proposed, of above named lots in Double Diamond Estates sub-division, no building dwelling, outbuilding, fence or structure shall ever be erected, placed or maintained upon any part of the above described lots or blocks, until the building plans and specifications together with a lot plan, showing the location of any construction, has been submitted to and been approved in writing by a majority of the building committee composed of Ron Gruver, Debra Gruver, Matthew Jensen and Rae Lynn Jensen or their authorized representatives or successors, for conformity and harmony of external design with existing structures in Double Diamond Estates sub-division, and the location of any such structure upon the lot: with respect to the square footage, architectural appearance and construction components. All of which must be approved by the above building committee.

Should the committee fail to approve or disapprove any of the plans specification or plot plans within 45 days after the time the same have been submitted to the committee for approval, then such approval shall not be necessary, in the event that any member of said committee shall die or resign, the surviving member or members of said committee shall have authority to appoint successor members to such vacancy, a newly appointed member shall have the same authority as his predecessor, the original committee member shall serve for an initial term of five (5) years. Any such successors shall fill out the unexpired term of any member who dies or resigns. Thereafter, Committee members shall be selected by a majority vote of owners of the lots and blocks described with each lot to have one vote. - Book pages

2. **No further sub-division** – none of the lots may be further sub-divided.
3. **Setbacks** – All improvements constructed on any lot, shall be at least 75 feet from the front lot line, and at least 15 feet from the side lot line, and 30 feet from the back lot line.
4. **Residential use only** – The lots shall be used exclusively for residential purpose only. No lots shall contain more than one private dwelling house plus necessary garage for cars and servant's quarters and necessary outbuilding. No residential dwelling shall be occupied by more than two families.
5. **New materials** – All dwellings shall be constructed of new materials. Move in houses, which include factory built homes, modular homes, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private site build dwelling of a conventional nature and to exclude all other structures except necessary outbuildings.
- 5a. **No temporary residences** – No move in house, trailer, tent, shack, stable, barn, or other outbuilding shall be used as temporary or permanent residence.
6. **Fencing** – Any fence erected on that part of any lot, shall not be in front of the setback restriction and shall be constructed of material which will not block the view from the street or an adjoining lot, such fence shall be of materials which blend and harmonize with the residence and the development. Any fencing shall be approved by the architectural committee for approval prior to construction.
- 6a. **Drainage pipe/tinhorn** – Each homeowner shall install an adequate drainage pipe/tinhorn at the point where the driveways intersect road easements. This shall be done prior to the completion of the house adequacy shall be determined by the committee.
7. **No vehicles beyond 75 foot line** – No automobile, truck, trailer mobile home, or other vehicle of any nature shall ever be temporarily or permanently parked

or located or otherwise maintained, or repaired or serviced, for a period of more than 24 hours, forward of the 75 foot front setback restrictions above set forth. This provision shall not prohibit parking personal vehicles on the driveway for the purpose of ingress or egress of the owner, or owners, guests or invitees, to the dwelling located on any lot. - Book      pages

8. **Junkyard/Automobile repair operations prohibited** – No owner may maintain a junkyard, automobile repair operation or any accumulation of building materials on any residential lot in Double Diamond Estates sub-division.
9. **Noxious trades prohibited** – No noxious or offensive trade or activity shall ever be conducted on any of the lots or blocks in Double Diamond Estates sub-division nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to the neighborhood.
10. **Closed sewage systems** – No sewage disposal system shall ever be located or created on any of the lots in Double Diamond Estates sub-division unless the same has first been approved by the county engineer of Grady county, State of Oklahoma, and the State Health Department of the State of Oklahoma, and all such sewage disposal systems shall be operated and maintained, repaired, to comply with the requirements of the State Health Department of the State of Oklahoma in all instances there shall be no open lagoons whether or not the same is approved by the State Department of Health, only closed systems shall ever be allowed.
11. **Water well approval** – Any private water well or private water system created on any lot in Double Diamond Estates sub-division, shall first be approved by the County Engineer of Grady County, Oklahoma, and all such private water system or wells shall be operated, maintained, repaired and replaced to comply with the requirements of the State Health Department of the State of Oklahoma.
12. **Livestock** – The keeping of livestock animals or fowls for breeding or commercial purpose shall not be permitted upon any lot. Livestock, other than Sheep, goats, swine, poultry or fowl, may be permitted upon any personal non-commercial agricultural purposes provided that the same are properly maintained, any such animal shall be kept in secure pens or fenced in areas which shall be kept reasonably clean and maintained in accordance with the State Health Department, sheep, goats, swine, poultry or fowl shall not be allowed for any purpose whatsoever. No more than one large animal per 2 acre lot unless lot size exceeds 4 acres, then owner may have 3 large animals.
13. **House square footage** – 2500 square foot minimum with a two-car minimum attached garage. Each residential dwelling constructed on lots 1 through 24 inclusive, block 1 of Double Diamond Estates sub-division must contain at

least 2500 square feet of floor space exclusive of open porches, breezeway and garages. No garage conversion will be allowed. - Book pages

- 13a. **Stem walls** – The front of all houses must be constructed with six (6) inch dropped brick ledge and dug footing in areas where exterior concrete will be against the brick.
- 13b. Exterior wall covering of the first floor of any residence shall consist of at least 70 percent of brick or native rock. Their type exterior wall may be permitted if approved by the architectural committee. Wood or “Masonite type” compatible materials of a durable variety may be used on the second floor exterior of any residence all brick or rock on the front of the house must extend from below the finish grade of the surrounding ground out building shall be constructed of matching materials that blend and harmonize with other building and residences within the development. No galvanized sheet metal will be allowed on any dwelling or building.
- 13c. **Roofs** – The roof of all dwellings must be of composition shingles, wood shingles or shake shingles will not be allowed, any other roofs including metal must be approved by the building committee.
14. **Utility service** – All electric utility service, telephone, cable television extending from the primary service for connection to structures on any lot in Double Diamond Estates sub-division shall be installed underground. The building committee may waive this requirement, on an individual lot basis, of in its opinion; such underground service is either impractical or not feasible.
- 14a. **Utility easements** – Underground electric service cables and other underground utilities to all houses located on parcels in said Sub-division shall be ran from the nearest service pedestal or transformer to the point of usage determined by the location and construction of house on each such parcel. Upon the installation of such underground service cable or other utility services to a house (or upon installation of overhead utility service should the underground requirement be waived in accordance with paragraph 14 hereof), the supplier of such service shall thereafter be deemed to have a definitive, permanent effective and exclusive right-of-way easement on said parcel, covering a five (5) foot strip of land, two and one-half (2.5) feet on each side of such underground or overhead service cable or utility line, extending from the service pedestal or transformer or pole, to the service entrance on said house. Each supplier of such utility service, through its agents and employees, shall at all times have right of access to all such easements for the purpose of installing, maintaining, removing, repairing or replacing any portion of the utility facilities so installed.

The owner(s) of each parcel shall be responsible for the protection of the underground utility facilities located on his/their parcel and shall prevent the

alteration of grade or any construction activity, which might interfere with said utility facilities. The supplier of the utility service shall be responsible for ordinary maintenance of underground facilities, but the parcel owner(s) shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner(s) or his or their agents and contractors. A supplier of utility service through overhead facilities shall have the right, but not the obligation, to cut, trim and treat trees and undergrowth that interferes with or threatens to interfere with said facilities.

The foregoing covenants concerning utility services shall be enforceable by each supplier of utility service to the Sub-division and each owner of a parcel in the Sub-division agrees to be bound hereby.

- 14b. **Concrete garage approach** – All homes shall have concrete garage approaches. Extending from the garage to the edge of the road easement.
15. **Garbage trash containers and collections** – All garbage so disposable shall be disposed of in a kitchen sink appliance installed for this purpose by such owner in his residence, all other refuse, including lawn and garden clipping and trash shall be kept in containers, in no event shall such containers be maintained so as to be visible from the street or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.
16. **Landscaping** – Each homeowner shall keep all shrubs, trees, grass and plantings of every kind on his/her lot to the center of roadway neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.  
Book    Pages
17. **Vacant lots** – No trash, ashes, grass clippings or other refuse may be thrown or dumped on any vacant lot. Each homeowner of a vacant lot is required to keep such lot in a mowed and presentable condition.
18. **Speed limits** – Property owners and any other persons traveling the roadway within the addition shall operate their vehicles in a safe and reasonable manner in accordance with the rules of the road of State of Oklahoma and all such vehicles shall be driven at speeds not exceeding 25 miles per hour when children are not present and not exceeding 10 miles per hour when children are present. No vehicle shall be permitted within the addition, which produces a noise level in excess of 75 decibels at any time.
19. **Firearms** – No property owner or persons shall discharge any type of firearms in said Sub-division for hunting or target practice. Fireworks and appropriate items will be permissible on national holidays as long as prudent safety practices are observed and under supervision of a guardian or parent of legal age.

20. **Signs** – No sign of any kind shall be displayed to the public view on any lot except a sign of not more than three (3) square feet advertising the property for sale, or rent, or signs of not more than five (5) square feet used by a builder to advertise the property during the construction and sales period. Also no signs shall be displayed to public view on any portion of the Sub-division, including street and easement and right of way, for the use of any homeowner with the exception of garage sales signs, which may be displayed only during time of sale, not to exceed seventy-two (72) hours.
21. **Antenna limits** – No tall antennas of any type may be placed upon any portion of any lot in this Sub-division that exceeds six (6) feet in height above the ground level. No satellite dish can be installed between the front line and front set-back line, and all satellite dishes must pre-approved by the building committee. In addition the above are not allowed in the front yard or on a corner lot, in the front or side yard, also no CB or HAM radio base stations may be operated or maintained from any lot in the said Sub-division, or any other electrical device that could interfere with reception normally broadcast radio or television stations.
22. Should any owner, tenant or occupant of any of the lots described above, violate any of the restrictive covenants or conditions herein, and thereafter refuse to correct the same and to abide by said restrictions and covenants after ten (10) days notice in writing. Then in such event, the above named owners, or their successors in interest, may institute legal proceedings to enjoin, abate, or correct such violations. Violations of any of the owners shall be cause to pay all damages, attorney fees, court cost and other necessary expenses incurred by the person instituting the legal proceedings to maintain and enforce these restrictions. Said attorney fees to be fixed by the court shall thereafter become a lien upon the land as of the date of such judgment, said liens shall be enforceable in such action in the same manner as liens upon real estate, the procedure as to which is fixed by the laws of the State of Oklahoma. – Book      pages
23. Covenants shall run with land. These covenants are to run with the land, and shall be binding upon all of the above named owners and persons claiming by, through or under them, until the 1<sup>st</sup> day of January, 2010, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of 60 percent of the then owners of said property, alterations, modifications or deletions to these restrictions are agreed to, in writing.
24. The invalidation of any of these restrictive coventants by judgment or court order shall in no way affect any of the other provisions, which shall, remain in force and effect.

DOUBLE DIAMOND ESTATES

In witness whereof, the undersigned owners have caused the instrument to be executed this 21 day of Nov, 2004.

Book Pages

I-2004-018250 Book 3677 Pg: 380  
11/23/2004 8:26 am Pg 0374-0380  
Fee: \$ 25.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

  
Ron Gruver

  
Debra Gruver

State of Oklahoma )  
County of Cleveland ) SS.

Before me the undersigned, a notary public in and for said county and state on this 21 day of Nov, 2004, personally appeared Ron Gruver and Debra Gruver, to be known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposed therein set forth.

Given by my hand and seal the day and year last above written.

  
Notary Public

My Commission Expires: 9-2



I-2005-008908 Book 3742 Pg: 246  
06/20/2005 8:10 am Pg 0246-0248  
Fee: \$ 17.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma  
FT

**Amendment of  
Double Diamond Estates  
Restrictive Covenants**



Known all men by these presents:

That Ron Gruver and Debra Gruver husband and wife do hereby certify that we are the owners of the hereinafter-described real, property, situated in Grady County, State Of Oklahoma:

Lots one (1) through twenty-four (24) inclusive, in Double Diamond Estates, being a subdivision of a part of the southeast quarter of section fourteen (14) township seven (7) north, range five (5) west, Indian Meridian in Grady County, Oklahoma more particularly described as follows:

Beginning at the NE Corner of said NE Quarter.

Thence North 89 degrees 49' 23" West and along the north line of said SE Quarter a distance of 2063.35 feet.

Thence South 00 degrees 35' 15" West a distance of 660.02 feet.

Thence South 89 degrees 49' 23" East a distance 2069.19 feet to the East line of said SE Quarter;

Thence North 00 degrees 04' 51" East and along said East line a distance of 660.0 feet;

To the Point Of Beginning, containing 1,363,737.49 sq. ft. of 31.31 acres, more or less.

Do hereby make the following amendment to those certain covenants and restrictions imposed upon all of said lands as set forth in the "Double Diamond Restrictive Covenants" recorded on November 23, 2004, in the Office of the County Clerk of Grady County, State of Oklahoma in Book 3677, at Page 374, et seq., to-wit:

**Paragraph 3 – Setbacks** – The provisions of paragraph 3 are hereby deleted in their entirety and substituted therefore is the following new paragraph 3:

**3. Setbacks** - All improvements constructed on lots: 1 through 4 and lots 8 through 24, shall be at least 75 feet from the front lot line, and at least 15 feet from the side lot line, and 30 feet from the back lot line. On lots: 5 through 7, shall be at least 45 feet from the front lot line, and at least 15 feet from the side lot line, and 30 feet from the back lot line. Unless otherwise approved by the architectural committee prior to construction.



I-2005-006908 Book 3742 Pg: 247  
06/20/2005 8:10 am Pg 0246-0248  
Fee: \$ 17.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

**Paragraph 13 - House square footage** - The provisions of paragraph 13 are hereby deleted in their entirety and substituted therefore is the following new paragraph 13:

**13. House square footage** -- 2200 square foot minimum with a two-car minimum attached garage. Each residential dwelling constructed on lots 1 through 24 inclusive, block 1 of Double Diamond Estates sub-division must contain at least 2200 square feet of floor space exclusive of open porches, breezeways and garages. No garage conversion will be allowed.

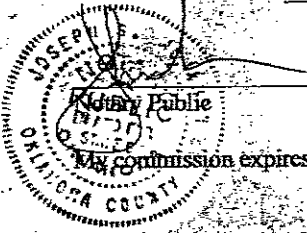
**Paragraph 14b - Concrete garage approach** - The provisions of paragraph 14b are hereby deleted in their entirety and substituted therefore is the following new paragraph 14b:

**14b. Concrete garage approach** - All homes shall have concrete garage approaches. Extending from the garage to the edge of the road easement. Unless otherwise approved by the architectural committee prior to construction.

I-2005-008908 Book 3742 Pg: 248  
06/20/2005 8:10 am Pg 0248-0248  
Fee: \$ 17.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

DOUBLE DIAMOND ESTATES

In witness whereof, the undersigned owners have caused the instrument to be  
executed this 15 day of JUNE, 2005



[Signature]  
Ron Gruver

[Signature]  
Debra Gruver

[Signature]  
Matt Jensen

[Signature]  
Rae Lynn Jensen

State of Oklahoma )  
County of Grady ) SS.

**Amendment of  
Double Diamond Estates  
Restrictive Covenants**

I-2005-012956 Book 3766 Pg: 62  
08/30/2005 10:50 am Pg 0062-0063  
Fee: \$ 15.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

Known all men by these presents:

That Ron Gruver and Debra Gruver husband and wife do hereby certify that we are the owners of the hereinafter-described real, property, situated in Grady County, State Of Oklahoma:

Lots one (1) through twenty-four (24) inclusive, in Double Diamond Estates, being a subdivision of a part of the southeast quarter of section fourteen (14) township seven (7) north, range five (5) west, Indian Meridian in Grade County, Oklahoma more particularly described as follows:

Beginning at the NE Corner of said NE Quarter.

Thence North 89 degrees 49' 23" West and along the north line of said SE Quarter a distance of 2063.35 feet.

Thence South 00 degrees 35' 15" West a distance of 660.02 feet.

Thence South 89 degrees 49' 23" East a distance 2069.19 feet to the East line of said SE Quarter;

Thence North 00 degrees 04' 51" East and along said East line a distance of 660.0 feet;

To the Point Of Beginning, containing 1,363,737.49 sq. ft. of 31.31 acres, more or less.

Do hereby make the following amendment to those certain covenants and restrictions imposed upon all of said lands as set forth in the "Double Diamond Restrictive Covenants" recorded on November 23, 2004, in the Office of the County Clerk of Grady County, State of Oklahoma in Book 3677, at Page 374, et seq., to-wit:

**Paragraph 13 - House square footage** - The provisions of paragraph 13 are hereby deleted in their entirety and substituted therefore is the following new paragraph 13:


**13. House square footage** - 1800 square foot minimum with a two-car minimum attached garage. Each residential dwelling constructed on lots 1 through 24 inclusive, block 1 of Double Diamond Estates sub-division must contain at least 1800 square feet of floor space exclusive of open porches, breezeways and garages. No garage conversion will be allowed.



I-2005-012956 Book 3766 Pg: 63  
08/30/2005 10:50 am Pg 0062-0063  
Fee: \$ 15.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

DOUBLE DIAMOND ESTATES

In witness whereof, the undersigned owners have caused the instrument to be  
executed this 30<sup>th</sup> day of August, 2005

  
\_\_\_\_\_  
Notary Public

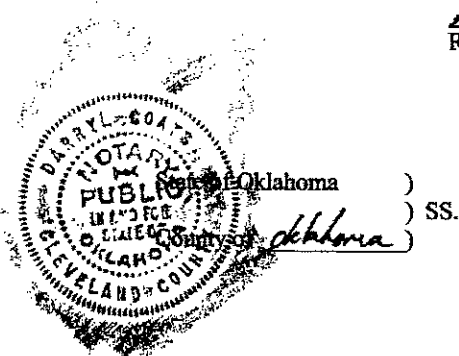
My commission expires: 12/11/07 00020240

  
\_\_\_\_\_  
Ron Gruver

  
\_\_\_\_\_  
Debra Gruver

  
\_\_\_\_\_  
Matt Jensen

  
\_\_\_\_\_  
Rae Lynn Jensen



1-2005-008908 Book 3742 Pg: 246  
06/20/2005 8:10 am Pg 0246-0248  
Fee: \$ 17.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

**Amendment of  
Double Diamond Estates  
Restrictive Covenants**



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**Paragraph 3 – Setbacks** – The provisions of paragraph 3 are hereby deleted in their entirety and substituted therefore is the following new paragraph 3:

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I-2005-008808 Book 3742 Pg: 247  
06/20/2005 8:10 am Pg 0246-0248  
Fee: \$ 17.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

**Paragraph 13 - House square footage** - The provisions of paragraph 13 are hereby deleted in their entirety and substituted therefore is the following new paragraph 13:

**13. House square footage** - 2200 square foot minimum with a two-car minimum attached garage. Each residential dwelling constructed on lots 1 through 24 inclusive, block 1 of Double Diamond Estates sub-division must contain at least 2200 square feet of floor space exclusive of open porches, breezeways and garages. No garage conversion will be allowed.

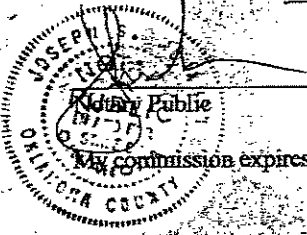
**Paragraph 14b - Concrete garage approach** - The provisions of paragraph 14b are hereby deleted in their entirety and substituted therefore is the following new paragraph 14b:

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I-2005-008908 Book 3742 Pg: 248  
06/20/2005 8:10 am Pg 0246-0248  
Fee: \$ 17.00 Doc: \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

DOUBLE DIAMOND ESTATES

In witness whereof, the undersigned owners have caused the instrument to be  
executed this 15 day of JUNE, 2005



[Signature]  
Ron Gruver

[Signature]  
Debra Gruver

[Signature]  
Matt Jensen

[Signature]  
Rae Lynn Jensen

State of Oklahoma )  
County of Grady ) SS.

CORRECTED      **Amendment of**  
**Double Diamond Estates**  
**Restrictive Covenants**

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Thence North 00 degrees 04' 51" East and along said East line a distance of 660.0 feet;  
to the point of beginning, containing 1,363,737.49 sq. ft. of 31.31 acres, more or less.

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2017-019552 Book 5278 Page 570  
8/30/2017 10:50 AM Pg 570-572  
Fee: \$17.00      Doc: \$0.00  
Sharon Shoemake- Grady County Clerk  
State of Oklahoma      Page 1 of 3





## **Double Diamond Estates Restrictive Covenants**


**Paragraph 13 – House square footage – The provisions of paragraph 13 are hereby deleted in their entirety and substituted therefore is the following new paragraph 13 :**

**Paragraph 13. House Square footage - 1800 square foot minimum with a two-car minimum attached garage. Each residential dwelling constructed on lots 1 through 24 inclusive, block 1 of Double Diamond Estates sub-division must contain at least 1800 square feet of floor space exclusive of open porches, breezeways and garages. No garage conversion will be allowed.**

2017-019552 Book 5278 Page 571  
8/30/2017 10:50 AM Pg 570-572  
Fee: \$17.00 Doc: \$0.00  
Sharon Shoemake- Grady County Clerk  
State of Oklahoma Page 2 of 3

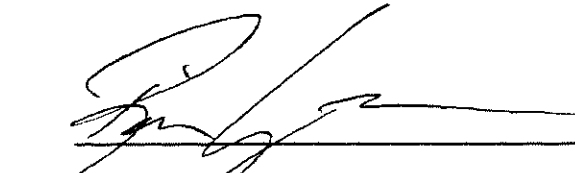
DOUBLE DIAMOND ESTATES

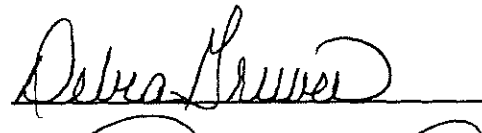
In witness whereof, the undersigned owners have cause the instrument to be  
executed this 30<sup>th</sup> day of August, 2017


  
Notary Public

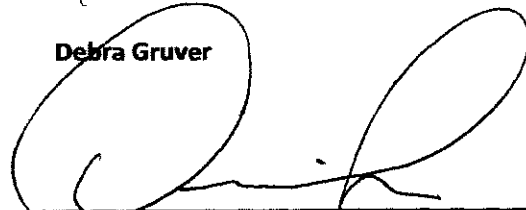



My commission expires: 8/28/2021


  
Ron Gruver

  
Debra Gruver

  
Christopher Anthony

  
Dennis D. Lee

  
Adam Earhart

  
Audrey Earhart