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2012 Book: 2092 Page: 535 8766  
6/22/12 03:09PM Pg: 535-569  
Fee: \$81.00 Doc: \$0.00  
KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

SECOND REVISED  
PROTECTIVE COVENANTS  
OF  
SPRING VALLEY SKI RANCH, L.L.C.  
(A PRIVATE DEVELOPMENT)



May 1, 2012

STATE OF OKLAHOMA ]  
] ss:  
COUNTY OF GARFIELD ]

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned hereby certify they are the owners of all the lots of **Spring Valley Ski Ranch, LLC** situated in Part of the Southwest Quarter Section Eight (8), Township Twenty-three (23) North, Range Six (6) West, Indian Meridian, Garfield County, Oklahoma, being more particularly described in Exhibit A:

For the purpose of providing an orderly development of the entire tract to be known as **Spring Valley Ski Ranch**, an addition in Garfield County, Oklahoma, according to the recorded plat thereof in the Office of the Clerk of the County of Garfield, State of Oklahoma, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of the undersigned and their successors and assigns in title to the addition, the undersigned, constituting all owners of lots in the addition, hereby imposed the following restrictions and reservations to which it shall be incumbent upon all purchasers, successors and assigns to adhere:

**BUILDING AND USE RESTRICTIONS**

1) All lots within the addition shall be used only for a residence, constructed for the occupancy of a single family. Provided, however, where servant's quarters are specifically provided for, such quarters may be occupied by a second family, only if said second family is retained for the sole purposes of serving, and serves, the principal occupant family. Provided, further, that a detached guest house may be erected (by approval of the *Building Approval Committee*) and occupied only by guests of the principal occupant family for occasional and temporary use only upon lots in this addition. However, any guest house that is erected must comply with all protective covenants contained herein.

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2) No portion of the addition shall be used for commercial, industrial, business, trade or other purpose other than single-family residential plots as herein defined; and no lot or tract, as designated by the official plat, shall be subdivided into any greater number of lots or tracts resulting in any lots or tracts of a smaller size than originally conveyed and established by the undersigned owner, without the written consent of the undersigned owners being specifically endorsed upon such subdividing deed.

3) No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling (except as to guest houses as provided in Paragraph 1) which shall not exceed three (3) stories in height, two (2) of which cannot be above ground level (unless approved in writing by the *Building Approval Committee*), with an attached private garage for not less than two (2) automobiles. No garage doors shall be a part of the front elevation of any residence. No garage doors shall face the street side of any of the lots except for Block 2, lots 1 - 9 unless approved in writing by the *Building Approval Committee*, as defined in paragraph five (5) below. All residential construction must have continuous construction activity once construction has begun. "Continuous Construction Activity" is defined as no significant periods of non-construction activities. Construction delays greater than a two (2) week period (ten (10) working days) will be considered in violation of this requirement. To be in compliance with this covenant, construction activities must be for a period of at least one (1) week (five working days) between any 2 week delay in construction activity. Approval by the *Building Approval Committee* must be obtained to delay construction for a period greater than two (2) weeks as defined above.

4) A private garage for two (2) automobiles shall be defined as a space of at least 19 feet wide by 19 feet deep with a double car garage door opening of at least 16 feet in width or two single car garage door openings of at least 9 feet in width each. All garage doors installed upon structures located upon any lot shall be approved by the *Building Approval Committee* hereinafter designated.

5) No building shall be erected, placed or altered on any lot in this addition until the building plans, specifications, plot plans showing the location of such a building in relation to each lot, have been approved in writing as to conformity and harmony of exterior design with existing structures in the addition, and as to location of the building with respect to topography and finished grade elevation by a *Building Approval Committee* composed of at least four (4) members as more specifically provided for in the by-laws of the *Spring Valley Homeowners Association*. Building plans shall consist of a site plan with all dimensions, locating the building relative to all property lines and easements, a floor plan with all dimensions, and a front elevation plan noting all materials exposed to view. The *Building Approval Committee* shall have the absolute right to reject any building plans, specifications or plot plans, and the right to reject any proposed color tones or materials on all exterior surfaces, including roofs. In the event said Committee, or its designated representatives, fail to approve or disapprove within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and compliance with this covenant shall be deemed to have been made. Any deviation from said approval plans, designs or specifications, which, in the judgment of said *Building*

*Approval Committee*, is of substantial detriment to the general appearance or method of construction of the proposed structure, or the surrounding area, shall be corrected to conform to the plans or specifications as submitted. Any structure so proposed to be erected in accordance with an approval of the Committee must be erected and completed within eighteen (18) months of such approval, or such plans, specifications, designs or proposals must be resubmitted to the Committee and a new approval obtained. No member of the *Building Approval Committee*, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

6) No animals, livestock, poultry or any kind of animal life shall be kept upon said addition for breeding or commercial purposes, and such may not be kept upon any lot except that dogs, cats or other household pets may be kept thereon, provided that they are not kept, bred nor maintained for commercial purposes. Provided, however, that each lot may contain a dog run (defined as any enclosed area for the containment of a dog or dogs), the construction of which must be approved in writing by the *Building Approval Committee*, which dog runs must contain a trap or drain hooked into the sanitary sewer system pursuant to Oklahoma State Health Department requirements. In the event approval to hook a trap or drain into the sanitary sewer system cannot be obtained, then such dog run must contain a trap or drain for disposal of sewage as approved in writing by the *Building Approval Committee*. Also, such dog run must conform with the landscaping in the addition.

7) No noxious or offensive activities shall be carried on upon any lot in the addition, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8) No permanent or temporary parking or installation of any trailer home, motor home, or mobile home is allowed. Trailers, camper trailers, boats or similar vehicles, shall not be permitted to be parked outside of garage or carport, except they may be permitted to be parked behind screening or fencing approved by the *Building Approval Committee*. Further, trucks other than what is commonly referred to as pick-up size trucks, self-contained motor and mobile homes, campers, stockcars, trailers, motorcycles, disabled cars and trucks and other similar vehicles cannot be visible from any street in the addition, except they can be parked in a street for a period not to exceed twelve (12) hours and moving or re-parking such vehicles in the addition will not constitute compliance with this restriction. Also, no vehicles of any type shall be allowed to be parked or stored upon any lawns or yards in the addition. Provided further that no house, building or other structure previously erected and used upon any other site shall be moved into the above addition and placed upon any of the lots in said addition unless approved in writing by the *Building Approval Committee*.

9) No structure of a temporary character, tent, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10) Except for temporary political signs placed within the time frame allowed by law, there shall not be placed upon nor permitted to remain upon any of the lots in said addition any advertisement, display, sign or billboard or any nature except the owner of such lot may erect

thereon a temporary "For Sale" sign in an effort to sell such property that is owned by such person and except that contractors and architects shall be permitted to place their signs upon a lot during the construction of any improvement upon said lot and except that the owner of a lot, prior to the construction of a residence, may be allowed to place a sign with the owner's name thereon upon his lot, such sign to be approved in writing by the *Building Approval Committee*.

11) No owner of any lot in said addition shall build, create, maintain or permit a road or driveway into or across their premises to any public or private street or highway outside of the area conveyed by deed to such owner, without the express written permission and consent of the *Building Approval Committee*.

12) The *Building Approval Committee* in conjunction with the Management Committee of **Spring Valley Ski Ranch** shall have the power and authority to promulgate general rules and regulations which it may consider necessary or desirable for the addition and all owners shall be bound thereby. All of said rules and regulations, however, shall be consistent with the general provisions of these protective covenants, which rules and regulations shall include, but not be limited to, the establishment of assessments against each lot owner in the addition in the proportion that their lot ownership bears to the total number of lots in the addition to provide funds for the construction, maintenance and repair of street paving, perimeter fencing and gates around the addition, the cost of removal of snow from the public streets and to provide for the payment of any costs for the installation, replacement and maintenance of street light poles, street light bulbs and the cost of electricity for the lighting of the streets and public areas in the addition. The number of such street lights and the location of such street lights shall be within the sole discretion of the *Building Approval Committee*.

13) Each owner at their expense shall install a Aerobic Treatment Unit (ATU) to handle all residential sewage. Installation shall be performed at homeowners expense, by a licensed distributor approved by the *Building Approval Committee*. In addition, homeowner will enter into a maintenance agreement at homeowner's expense, with a licensed service provider approved by the *Building Approval Committee*. No cesspool or lagoon shall ever be constructed or used on any lot in said addition.

14) Unless approved by the *Building Approval Committee* no building, fence, obstruction or structure, temporary or permanent, shall be entered, maintained, constructed or be permitted to exist upon the areas designated on the plat of said addition for easements for public or private utilities, or easements for drainage, and all of which easements, so designated on said plat are hereby reserved for such purposes.

15) No overhead electric conductor, gas lines, television or other communication cables, water lines or any other service lines shall ever be erected or maintained upon any lot and no owner or occupant of any lot in this addition shall demand or require the furnishing of electric service, television or other communication service, telephone service, gas or other utility services or commodities through or from overhead wire facilities, pipe, cables or transmissions lines so long as such service from an underground distribution system is reasonably available. The owner or occupant of each lot in this addition shall provide, at his own expense, the required facilities to



take and receive such services and commodities to any improvements erected thereon, through and by means of underground service wires, pipes, lines and conductors which shall be installed and maintained by the owner or occupant of each lot in this addition leading from source of supply in the easements dedicated for such purposes to such improvements in accordance with plans and specifications furnished by the suppliers of such services in the area. No owner or occupant of any lot shall require electric service other than 120/240 volt single phase service. The respective owners and/or occupants of each lot shall have a continuing obligation to advise the supplier of such services or commodities, at any time prior to excavating in the vicinity of such buried wires, cables, conduits, or pipes, in order to enable such supplier to locate the same and to avoid damage thereto.

16) No building shall be located on any lot nearer to the front line than the minimum setback line as shown on the recorded plat. Additionally, no building shall be located nearer than ten (10) feet to any side lot line, nor nearer than thirty (30) feet to any rear lot line (except for boat docks - see # 38). For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

17) No main residential structure may be constructed or erected on any lot unless the living area (defined as the total sum of the area of the structure including basements and multi-storied structures measured from the exterior faces of exterior walls, exclusive of open porches, garages and breezeways) is a minimum of 2,500 square feet of living area for single storied structures and 2,700 square feet for multi-storied structures. A basement is defined as a story wholly underground or with more than one-half ( $\frac{1}{2}$ ) of its height below the average level of the adjoining ground. Provided, however, if basements are provided, the minimum ground floor living area shall be 2,500 square feet. Multi-storied main residential structures occupying any lot must have a minimum of 1,500 square feet of living area on the ground floor and a minimum of 2700 square feet of living area on the first and second floors combined. In order for a basement to be construed as living area it must be finished in accordance with the remaining portion of the living area in the residential structure. In any event, no portion of any roof of any residential structure in the addition may be extended to or below ground level.

18) Irrespective of the minimum living area requirements as set forth in Paragraph 17 above, the *Building Approval Committee*, referred to herein, shall have the unqualified right to refuse approval of plans, specifications and plot plans unless the same meet with its approval.

19) Every mailbox placed in the addition shall be approved by the *Building Approval Committee* and each owner agrees to keep such mailboxes in good repair. Mailboxes shall be constructed of the same brick or stone as the main residential structure located on the lot.

20) Garbage cans and leaf bags must be kept out of public view. In the event garbage service is provided, then all garbage cans and grass and leaf bags will be stored out of public view except for the 12-hour period immediately prior to regularly established pickup time by the Garbage Service Provider.

21) All curb cuts from the street, and the location of such curb cuts shall be approved by the *Building Approval Committee*.

22) All lots within this addition must be kept free from weeds, trash, rubbish or other unsightly material, and if the same accumulates upon any lot, the *Building Approval Committee* has the power to have the same cut, cleaned up and/or removed and to charge the owner of any such lot the actual cost incurred by the *Building Approval Committee*.

23) Water wells are permitted to be drilled in the addition. Provided, however, that any water wells that are drilled outside of the residential structures in the addition shall be below the ground level and must be covered by an appropriate covering to be approved in writing by the *Building Approval Committee*.

24) All fences must be approved in writing by the *Building Approval Committee* prior to construction thereof. No fences or walls or hedges shall be installed on the front portion of any lot in this addition. In addition there shall be no fencing or partition structures or generally any other structure to serve the purpose of fencing or separation of one lot from another in this addition unless approved by the *Building Approval Committee*. Provided, however, that nothing shall prohibit owners of lots within this addition from fencing a patio adjacent to the main residential structure or from fencing a swimming pool from public view. Provided, however, that any fences which are proposed to be erected shall be wood, stone, brick, block, or other materials as approved in writing by the *Building Approval Committee*, except for any dog runs as described in Paragraph 6 herein, which may be fenced by a "chain link" fence. All fences must be level on top regardless of the contour lines of the lot, and, if necessary, the fences must be sidestepped.

25) Any detached structures must be approved in writing by the *Building Approval Committee* and any approved structure must be constructed of the same materials as the main residential structure located on the lot and must match the architectural style of the main residential structure located on the lot. The maximum size of any detached structure will be 25' x 35' and must have a poured concrete foundation and floor.

26) The undersigned owners maintain no responsibility for damage to any structure built in any dedicated easement or right-of-way. The property owner shall maintain the surface of any easements on or abutting his property.

27) No structures of any type with an exterior surface constructed of cement, asbestos shingles, wood shingles, artificial brick, artificial stone, pumice or cinder blocks shall be erected, placed or maintained on any of the lots in said addition. The main structure shall not have less than 75% brick veneer, or stone, unless otherwise approved by the *Building Approval Committee*. No structure shall have a white, off-white, or light gray roof, and all roofs shall be constructed of wood material, copper, slate, tile, aluminum or laminated composite shingles of not less than 325 pounds per square with a simulated shake shingle design, or other materials as approved in writing by the *Building Approval Committee*.

28) Spark guards shall be installed and maintained in effective condition on all wood burning fireplace chimneys in all main residential structures located within the addition.

29) No basketball goal shall be permitted on the front of any main residential structure or in the front yard or any main residential structure within the addition.

30) No trees of three (3) inches or more in diameter (as measured from the surface of the ground to a height of six (6) inches above the surface of the ground) shall be cut down in the addition with the exception of where any improvements will be constructed, without the prior written permission of the *Building Approval Committee*. The parties who subsequently own property in this addition agree that every effort shall be made by such owners to fit structures to the site and preserve existing trees and the natural topography of the lots located within the addition.

31) The location and design of any solar panels or any other energy generating devices located anywhere in this addition must be approved in writing by the *Building Approval Committee* prior to the erection of such panels and devices.

32) No satellite communication saucers, other communication devices or antennas may be erected anywhere in the addition without the prior written approval of the *Building Approval Committee*.

33) All lots containing residential or other structures which are heated through the use of propane gas or other such gas systems requiring gas tanks to be located on the lot must have constructed thereon a tank structure such that all tanks associated with such system are kept out of public view at all times and buried in the ground in a safe manner.

34) Should any lot owner in the addition fail to pay any assessment provided for in paragraph twelve (12) above or any other amount provided for in these covenants or the by-laws of the **Spring Valley Homeowners Association, Inc.**, such amount shall constitute a lien and the *Building Approval Committee* shall have the authority to direct the **Spring Valley Homeowners Association, Inc.** to file a lien against the delinquent lot owner's property for any such assessment or cost incurred by the *Building Approval Committee* or the **Spring Valley Homeowners Association, Inc.** and to initiate legal action to foreclose such lien and/or reduce such amount to judgment.

35) Should any lot owner in the addition own two adjacent lots in the addition and subsequently construct a residence with improvements upon said lots, such owner shall be deemed from the date of occupancy to own one lot for purposes of assessments against each lot owner as provided in paragraph twelve (12) above or dues owed the **Spring Valley Homeowners Association, Inc.** In the event the lot owner only builds on one of the lots and sells one of the lots at a later date, and not both lots, then all uncharged assessments back to the date of occupancy shall be due and payable in full.

36) All persons or other entities purchasing or acquiring title to any or all of the real property hereinbefore described, subsequent to the filing for record of the protective covenants in

the office of the County Clerk of Garfield County, Oklahoma, shall take the same subject to and be bound by all of the restrictions and limitations herein contained, and by the acceptance of a conveyance therefore, thereby agree to be bound by and observe and keep all of such restrictive covenants, which shall be binding upon themselves, their heirs, successors, representatives and assigns.

37) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from this date, at which time said covenants shall be automatically extended for successive periods of ten (10) years, provided, however, said covenants may be changed at anytime upon an instrument signed by at least seventy percent (70%) of the then owners of the lots or residential units in said addition being recorded, agreeing to change said covenants in whole or in part.

### 38) SPECIAL LAKE COVENANTS AND RESTRICTIONS

- At all times, every lot owner should use caution when using herbicides, fertilizers and insecticides and follow the manufacture's instructions and recommended application amounts. Additionally, surplus amounts of these products should be stored in such a manner that would eliminate any accidental pollution of the lake in the event of use or spillage of these products.

- No fence or any structure can be built in or on the lake, except that docks may be built with prior approval of plans and specifications by the *Building Approval Committee*. The shore line may only be altered by a lot owner after prior approval by the *Building Approval Committee*.

- All docks must be approved by the *Building Approval Committee*. Docks may not be constructed within 145' of any slalom course buoy. The dock supports may be constructed out of metal, polypipe filled with concrete or treated wood. The dock surface must be constructed out of wood material and cannot extend more than 12' into the water from the shore line as defined when the lake is full. Only the supporting pillars may extend into the water and may be no more than 4' in diameter or width. All docks must be anchored firmly by concrete on dry land and the supporting pillars must be driven into the lake bottom a minimum of 2'. The dock and all walkway must be of a height above the water that a 2' boat wake will clear the bottom of those structures.

- Only members of the **Spring Valley Ski Club** shall be authorized to operate motorized watercraft conveyances or vehicles (including, but not limited to, jet skis and wave runners) on the lake. **Spring Valley Ski Ranch** property owners may operate non-motorized craft (including, but not limited to, rowboats, paddle boats, sail boats, canoes, and other personal watercraft) on the lake. Usage of motorized and non-motorized craft is subject to availability and shall be permitted so long as such usage does not conflict with any other then ongoing usage of the lake. No motorized watercraft conveyances or other craft may be in use or stored on the lake when a ski boat is in operation on the lake. At any time a ski boat is in use on the lake, all other craft must cease operations until the ski boat activity is finished.

- All personal water craft must be stored on a lift above the lake that does not create any rebound of boat wake. Any other non-motorized boat, canoe, paddle boat, etc. must be stored on shore.

- Swimming pools cannot be drained into the lake.

- Swimming is permitted, but all usage of the swimming area by groups with guests must be scheduled in advance through the **Spring Valley Ski Club**.

- Water plants may be planted in the lake by lot owner only if approved by the Directors of the **Spring Valley Homeowners Association, Inc.** Any plants may be removed from the lake by the said Directors if said plants are deemed a nuisance or undesirable by the Directors.

- Ducks and water birds are allowed; however, should the Directors of the **Spring Valley Homeowners Association, Inc.** deem them a nuisance, said Directors may cause the removal of said birds.

- No fish are to be introduced or placed in the lake other than those provided by the Directors of the **Spring Valley Homeowners Association, Inc.**

- Members of the **Spring Valley Homeowners Association, Inc.** may allow guests to use the lake, if accompanied by said member.

- All usage of the boat house must be scheduled in advance. Members shall be required to pay a cleaning and damage deposit in an amount to be determined by the Directors of the **Spring Valley Ski Club** when usage of these facilities is scheduled. Members shall be responsible for all injuries and damage and shall indemnify and hold harmless the members, directors, and officers, collectively and individually, of the **Spring Valley Ski Ranch, LLC**, the **Spring Valley Ski Club**, and the **Spring Valley Homeowners Association, Inc.**

The Directors of the **Spring Valley Homeowners Association, Inc.** have specific authority to enter into contracts for the maintenance of the lake with any person, firm or corporation and may, from time to time, alter or change lake rules and regulations. Members of the **Spring Valley Homeowners Association, Inc.** must be notified of said changes by said Directors.

39) All purchasers and their successors and assigns shall be bound in perpetuity by the cross easements reflected on the Plat of Block 2, **Spring Valley Ski Ranch**, as more fully set forth on the *"Agreement and Declaration of Cross Easements"* dated May 12, 2000 and filed of record May 15, 2000.

40) If any lot owner or tenant of any lot owner, or heirs, or assigns thereof, shall violate or attempt to violate any of the protective covenants contained herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate



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KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

any such covenants either to prevent him or them from such violation or to recover any damages resulting from such violations.

41) Invalidation of any one or more of these covenants by judgment or Court Order shall have no legal effect on any of the other provisions which shall remain in full force and effect.

*[Signatures on following page.]*

THESE PROTECTIVE COVENANTS are signed this \_\_\_\_\_ day of May, 2012.

SPRING VALLEY SKI RANCH, L.L.C.

By W.C.W. f  
William C. Ward, Manager and Member

By Dana P. Lamunyon  
Dana P. Lamunyon, Member

By \_\_\_\_\_  
Todd A. Kuykendall, Member

By \_\_\_\_\_  
R. Greg Kuykendall, Member

SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.

W.C.W. f  
WILLIAM C. WARD

Avis J. Ward  
AVIS J. WARD

Dana Lamunyon  
DANA LAMUNYON

Sherry Lamunyon  
SHERRY LAMUNYON

\_\_\_\_\_  
R. GREG KUYKENDALL

\_\_\_\_\_  
CHRISTI L. KUYKENDALL

\_\_\_\_\_  
NANCY RAHM, Trustee

\_\_\_\_\_  
BRYANT CRAIG

\_\_\_\_\_  
KENNETTE CRAIG

\_\_\_\_\_  
JACK P. BALDWIN

\_\_\_\_\_  
RITA L. BALDWIN

\_\_\_\_\_  
JOHN D. LOVELL

\_\_\_\_\_  
JULIE G. LOVELL

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KEVIN W. WINTER

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JENNY L. WINTER

THESE PROTECTIVE COVENANTS are signed this 23 day of May, 2012.

SPRING VALLEY SKI RANCH, L.L.C.

By \_\_\_\_\_  
William C. Ward, Manager and Member

By \_\_\_\_\_  
Dana P. Lamunyon, Member

By Todd A. Kuykendall  
Todd A. Kuykendall, Member

By \_\_\_\_\_  
R. Greg Kuykendall, Member

SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
WILLIAM C. WARD

\_\_\_\_\_  
AVIS J. WARD

\_\_\_\_\_  
DANA LAMUNYON

\_\_\_\_\_  
SHERRY LAMUNYON

\_\_\_\_\_  
R. GREG KUYKENDALL

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\_\_\_\_\_  
JENNY L. WINTER


THESE PROTECTIVE COVENANTS are signed this \_\_\_\_ day of May, 2012.

SPRING VALLEY SKI RANCH, L.L.C.

By \_\_\_\_\_  
William C. Ward, Manager and Member

By \_\_\_\_\_  
Dana P. Lamunyon, Member

By \_\_\_\_\_  
Todd A. Kuykendall, Member

By  \_\_\_\_\_  
R. Greg Kuykendall, Member

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AVIS J. WARD

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SHERRY LAMUNYON

  
R. GREG KUYKENDALL

  
CHRISTI L. KUYKENDALL

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SPRING VALLEY SKI RANCH, L.L.C.

By W-C-W  
William C. Ward, Manager and Member

By \_\_\_\_\_  
Dana P. Lamunyon, Member

By \_\_\_\_\_  
Todd A. Kuykendall, Member

By \_\_\_\_\_  
R. Greg Kuykendall, Member

SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.

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\_\_\_\_\_  
JOHN D. LOVELL

\_\_\_\_\_  
JULIE G. LOVELL

K.W.W.  
KEVIN W. WINTER

Jenny L. Winter  
JENNY L. WINTER



THESE PROTECTIVE COVENANTS are signed this 27<sup>th</sup> day of May, 2012.

**SPRING VALLEY SKI RANCH, L.L.C.**

By \_\_\_\_\_  
William C. Ward, Manager and Member

By \_\_\_\_\_  
Dana P. Lamunyon, Member

By \_\_\_\_\_  
Todd A. Kuykendall, Member

By \_\_\_\_\_  
R. Greg Kuykendall, Member

**SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.**

\_\_\_\_\_  
WILLIAM C. WARD

\_\_\_\_\_  
AVIS J. WARD

\_\_\_\_\_  
DANA LAMUNYON

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SHERRY LAMUNYON

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\_\_\_\_\_  
KEVIN W. WINTER

\_\_\_\_\_  
JENNY L. WINTER

WARD PETROLEUM CORPORATION

\_\_\_\_\_  
RICHARD R. TOZZI - EVP

\_\_\_\_\_  
RICHARD L. FOSTER

\_\_\_\_\_  
L.O. WARD, as Settlor and Co-Trustee  
of the L.O. Ward Revocable Trust dated  
January 23, 1990

\_\_\_\_\_  
MAYA B. WARD, as Co-Trustee of the  
L.O. Ward Revocable Trust dated  
January 23, 1990

\_\_\_\_\_  
PAMELA ATHEY

\_\_\_\_\_  
J. CRAIG VICKERS

\_\_\_\_\_  
JUDITH VICKERS

TODD A. KUYKENDALL TRUST  
dated January 29, 1997

SARAH A. KUYKENDALL TRUST  
dated January 29, 1997

By Todd A. Kuykendall, Trustee  
TODD A. KUYKENDALL, Trustee

By Sarah A. Kuykendall, Trustee  
SARAH A. KUYKENDALL, Trustee

SPRING VALLEY DEVELOPMENT COMPANY LLC

By \_\_\_\_\_  
WILLIAM C. WARD

By \_\_\_\_\_  
DANA LAMUNYON

STATE OF OKLAHOMA     )  
  ) ss:  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by WILLIAM C. WARD as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a manager and member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

WARD PETROLEUM CORPORATION

\_\_\_\_\_  
RICHARD R. TOZZI - EVP

L.O. Ward  
L.O. WARD, as Settlor and Co-Trustee  
of the L.O. Ward Revocable Trust dated  
January 23, 1990

\_\_\_\_\_  
RICHARD L. FOSTER

Myra B. Ward  
MYRA B. WARD, as Co-Trustee of the  
L.O. Ward Revocable Trust dated  
January 23, 1990

\_\_\_\_\_  
PAMELA ATHEY

\_\_\_\_\_  
J. CRAIG VICKERS

\_\_\_\_\_  
JUDITH VICKERS

TODD A. KUYKENDALL TRUST  
dated January 29, 1997

SARAH A. KUYKENDALL TRUST  
dated January 29, 1997

By \_\_\_\_\_  
TODD A. KUYKENDALL, Trustee

By \_\_\_\_\_  
SARAH A. KUYKENDALL, Trustee

SPRING VALLEY DEVELOPMENT COMPANY LLC

By \_\_\_\_\_  
WILLIAM C. WARD


By \_\_\_\_\_  
DANA LAMUNYON

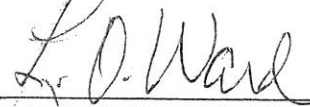
STATE OF OKLAHOMA     )  
                                      ) ss:  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2012, by WILLIAM C. WARD as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a manager and member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

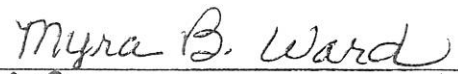
My Commission Expires:

## WARD PETROLEUM CORPORATION


  
RICHARD R. TOZZI - EMP


  
L.O. WARD, as Settlor and Co-Trustee  
of the L.O. Ward Revocable Trust dated  
January 23, 1990


  
RICHARD L. FOSTER


  
MYRA B. WARD, as Co-Trustee of the  
L.O. Ward Revocable Trust dated  
January 23, 1990


  
PAMELA ATHEY


  
J. CRAIG VICKERS


  
JUDITH VICKERS

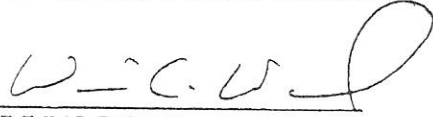
  
TODD A. KUYKENDALL TRUST  
dated January 29, 1997

  
SARAH A. KUYKENDALL TRUST  
dated January 29, 1997

By \_\_\_\_\_  
TODD A. KUYKENDALL, Trustee

By \_\_\_\_\_  
SARAH A. KUYKENDALL, Trustee

  
SPRING VALLEY DEVELOPMENT COMPANY LLC

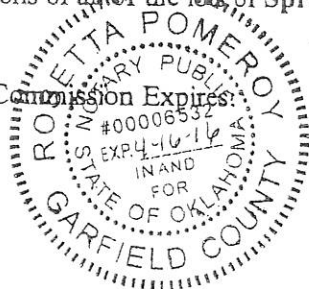
By   
WILLIAM C. WARD

By \_\_\_\_\_  
DANA LAMUNYON

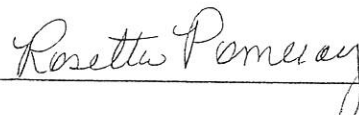
STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by WILLIAM C. WARD as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a manager and member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:



12



2012 6/22/12 03:09PM 535-569 8766

Bk:2092 Pg:552

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

## WARD PETROLEUM CORPORATION

  
 RICHARD R. TOZZI - EVP

\_\_\_\_\_  
 RICHARD L. FOSTER

\_\_\_\_\_  
 L.O. WARD, as Settlor and Co-Trustee  
 of the L.O. Ward Revocable Trust dated  
 January 23, 1990

\_\_\_\_\_  
 MAYA B. WARD, as Co-Trustee of the  
 L.O. Ward Revocable Trust dated  
 January 23, 1990

\_\_\_\_\_  
 PAMELA ATHEY

\_\_\_\_\_  
 J. CRAIG VICKERS

\_\_\_\_\_  
 JUDITH VICKERS

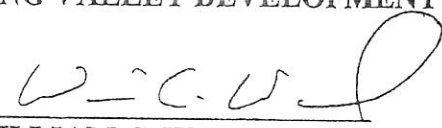
\_\_\_\_\_  
 TODD A. KUYKENDALL TRUST  
 dated January 29, 1997

\_\_\_\_\_  
 SARAH A. KUYKENDALL TRUST  
 dated January 29, 1997

By \_\_\_\_\_  
 TODD A. KUYKENDALL, Trustee

By \_\_\_\_\_  
 SARAH A. KUYKENDALL, Trustee

## SPRING VALLEY DEVELOPMENT COMPANY LLC

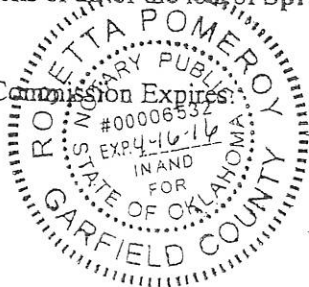
By   
 WILLIAM C. WARD

By   
 DANA LAMUNYON

STATE OF OKLAHOMA     )  
   ) ss:  
 COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by WILLIAM C. WARD as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a manager and member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:



12



2012 6/22/12 03:09PM 535-569 8766

**Bk:2092 Pg:553**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
 State of Oklahoma



WARD PETROLEUM CORPORATION

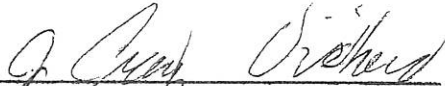
\_\_\_\_\_  
RICHARD R. TOZZI - EVP


\_\_\_\_\_  
RICHARD L. FOSTER

\_\_\_\_\_  
L.O. WARD, as Settlor and Co-Trustee  
of the L.O. Ward Revocable Trust dated  
January 23, 1990

\_\_\_\_\_  
MAYA B. WARD, as Co-Trustee of the  
L.O. Ward Revocable Trust dated  
January 23, 1990

\_\_\_\_\_  
PAMELA ATHEY

  
\_\_\_\_\_  
J. CRAIG VICKERS

  
\_\_\_\_\_  
JUDITH VICKERS

TODD A. KUYKENDALL TRUST  
dated January 29, 1997

SARAH A. KUYKENDALL TRUST  
dated January 29, 1997

By \_\_\_\_\_  
TODD A. KUYKENDALL, Trustee

By \_\_\_\_\_  
SARAH A. KUYKENDALL, Trustee

SPRING VALLEY DEVELOPMENT COMPANY LLC

By \_\_\_\_\_  
WILLIAM C. WARD

By \_\_\_\_\_  
DANA LAMUNYON

STATE OF OKLAHOMA     )  
                                  ) ss:  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by WILLIAM C. WARD as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a manager and member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires: \_\_\_\_\_


WARD PETROLEUM CORPORATION

RICHARD R. TOZZI - EVP

RICHARD L. FOSTER

L.O. WARD, as Settlor and Co-Trustee  
of the L.O. Ward Revocable Trust dated  
January 23, 1990

MAYA B. WARD, as Co-Trustee of the  
L.O. Ward Revocable Trust dated  
January 23, 1990

  
PAMELA ATHEY

J. CRAIG VICKERS

JUDITH VICKERS

TODD A. KUYKENDALL TRUST  
dated January 29, 1997

SARAH A. KUYKENDALL TRUST  
dated January 29, 1997

By TODD A. KUYKENDALL, Trustee

By SARAH A. KUYKENDALL, Trustee

SPRING VALLEY DEVELOPMENT COMPANY LLC

By WILLIAM C. WARD

By DANA LAMUNYON

STATE OF OKLAHOMA     )  
                                  ) ss:  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2012, by WILLIAM C. WARD as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a manager and member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by DANA P. LAMUNYON as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

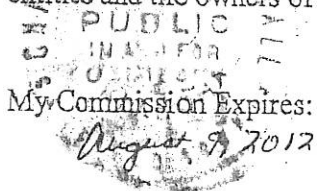
My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 23 day of May, 2012, by Todd A. Kuykendall and ~~R. Greg Kuykendall~~, individually, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:



Christa L. Kuykendall  
Notary Public #0001662

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by William C. Ward and Avis J. Ward, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

2012 6/22/12 03:09PM 535-569 8766

**Bk:2092 Pg:556**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by DANA P. LAMUNYON as an owner and member of the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. and SPRING VALLEY DEVELOPMENT COMPANY, LLC, being a member of said entities, and being a member of SPRING VALLEY SKI RANCH, LLC, and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 24 day of May, 2012, by ~~Todd A. Kuykendall~~ and R. Greg Kuykendall, individually, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

Traci Harris  
Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by William C. Ward and Avis J. Ward, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

2012 6/22/12 03:09PM 535-569 8766

**Bk:2092 Pg:557**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by **DANA P. LAMUNYON** as an owner and member of the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** and **SPRING VALLEY DEVELOPMENT COMPANY, LLC**, being a member of said entities, and being a member of **SPRING VALLEY SKI RANCH, LLC**, and the owner of various portions of all of the lots of **Spring Valley Ski Ranch, LLC**.

My Commission Expires: 12-23-2014

Natalie J. Schuermann  
Notary Public



STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2012, by **Todd A. Kuykendall** and **R. Greg Kuykendall**, individually, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C.**, **SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC**.

My Commission Expires: \_\_\_\_\_

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by **William C. Ward** and **Avis J. Ward**, husband and wife, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C.**, **SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC**.

My Commission Expires: \_\_\_\_\_



Rosetta Pomeroy  
Notary Public

2012 6/22/12 03:09PM 535-569 8766

**Bk:2092 Pg:558**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma



STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by Dana Lamunyon and Sherry Lamunyon, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 24 day of May, 2012, by R. Greg Kuykendall and Christi L. Kuykendall, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

October 26, 2014

Graci Harris  
Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by NANCY RAHM, Trustee of the Nancy E. Rahm Revocable Trust dtd. 11/02/2011, as owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by **Dana Lamunyon** and **Sherry Lamunyon**, husband and wife, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C.**, **SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC**.

My Commission Expires:



Rosetta Pomeroy  
Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by **R. Greg Kuykendall** and **Christi L. Kuykendall**, husband and wife, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C.**, **SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC**.

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by **NANCY RAHM**, Trustee of the **Nancy E. Rahm Revocable Trust dtd. 11/02/2011**, as owner and member of the **SPRING VALLEY SKI RANCH, L.L.C.**, **SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being a member of said entities and the owner of various portions of all of the lots of **Spring Valley Ski Ranch, LLC**.

My Commission Expires:

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

2012 6/22/12 03:09PM 535-569 8766

**Bk:2092 Pg:560**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by **Bryant Craig and Kennette Craig**, husband and wife, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC.**

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by **Jack P. Baldwin and Rita L. Baldwin**, husband and wife, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC.**

My Commission Expires:

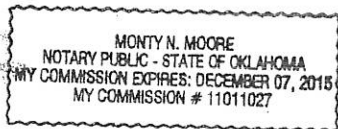
\_\_\_\_\_  
Notary Public

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2012, by **John D. Lovell and Julie G. Lovell**, husband and wife, as owners and members of the **SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC** and the **SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.** being members of said entities and the owners of various portions of all of the lots of **Spring Valley Ski Ranch, LLC.**

My Commission Expires: 12-7-2015

*Monty N. Moore*  
Notary Public



STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2012, by Kevin W. Winter and Jenny L. Winter, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires: 8/20/13

Jennifer Biggs  
Notary Public

NOTARY PUBLIC-STATE OF OKLAHOMA  
OFFICIAL SEAL  
JENNIFER BIGGS  
BLAINE COUNTY  
COMMISSION #09007032  
MY COMMISSION EXPIRES 8/20/13

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by Richard Tozzi, as an owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires: 8/20/13

Rosetta Pomeroy  
Notary Public



STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by Richard L. Foster, as an owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

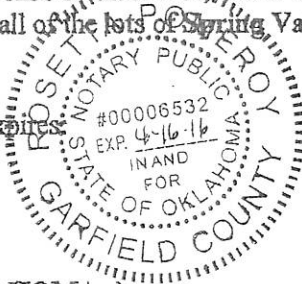
STATE OF OKLAHOMA )

) ss:

COUNTY OF GARFIELD )

MYLA The foregoing instrument was acknowledged before me this 22 day of May, 2012, by L. O. Ward, as Settlor and Co-Trustee of the L.O. Ward Revocable Trust dtd. 01-23-1990 and ~~May~~ B. Ward, as Co-Trustee of the L.O. Ward Revocable Trust dtd. 01-23-1990, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:



Rosetta Pomeroy  
Notary Public

STATE OF OKLAHOMA )

) ss:

COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2012, by Pamela Athey as an owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

STATE OF OKLAHOMA )

) ss:

COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2012, by J. Craig Vickers and Judith Vickers, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires: 12-31-12



Sherry  
Notary Public

2012 6/22/12 03:09PM 535-569 8766

**Bk:2092 Pg:563**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by L. O. Ward, as Settlor and Co-Trustee of the L.O. Ward Revocable Trust dtd. 01-23-1990 and Maya B. Ward, as Co-Trustee of the L.O. Ward Revocable Trust dtd. 01-23-1990, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 23 day of May, 2012, by Pamela Athey as an owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires: 5-10-2013

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

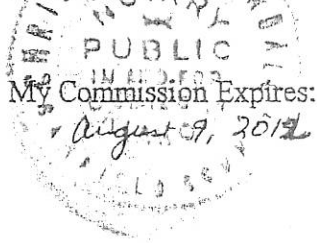
The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by J. Craig Vickers and Judith Vickers, husband and wife, as owners and members of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being members of said entities and the owners of various portions of all of the lots of Spring Valley Ski Ranch, LLC.

My Commission Expires:

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

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

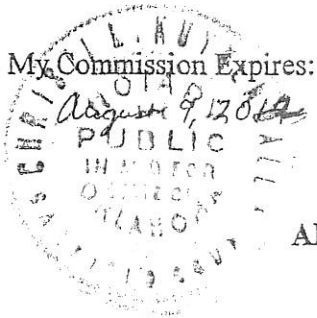
The foregoing instrument was acknowledged before me this 23 day of May, 2012, by Todd A. Kuykendall, as Trustee of the Todd A. Kuykendall Trust as an owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.



Christa L. Kuykendall  
Notary Public #00011662

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 23 day of May, 2012, by Sarah A. Kuykendall, as Trustee of the Sarah A. Kuykendall Trust as an owner and member of the SPRING VALLEY SKI RANCH, L.L.C., SPRING VALLEY DEVELOPMENT COMPANY LLC and the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC. being a member of said entities and the owner of various portions of all of the lots of Spring Valley Ski Ranch, LLC.



Christa L. Kuykendall  
Notary Public #00011662

APPROVAL OF PROTECTIVE COVENANTS  
OF  
SPRING VALLEY SKI RANCH, L.L.C.

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**Exhibit A**  
**Legal Description for**  
**SPRING VALLEY SKI RANCH, L.L.C.**

**BLOCK ONE**

COMMENCING at the northwest corner of the Southwest Quarter, Section Eight (8), T.23N., R.6W., I. M., Garfield County, Oklahoma.

Thence North 89 degrees 43 minutes 04 seconds East along the north line of said Southwest Quarter a distance of 110.00 feet;

Thence South 03 degrees 51 minutes 32 Seconds East along the east right of way of U. S. Highway No. 81, a distance of 12.47 feet;

Thence continuing along the east right of way of U. S. Highway No. 81 on a curve to the right having a radius of 19218.60 feet, a chord bearing of South 02 Degrees 18 Minutes 37 Seconds East, a chord length of 1032.85 feet, for an arc distance of 1032.98 feet;

Thence South 10 degrees 37 minutes 50 seconds West along the east right of way of U. S. Highway No. 81 a distance of 51.00 feet to a nontangent curve;

Thence continuing along the east right of way of U. S. Highway No. 81 on a curve to the right having a radius of 19208.60 feet, a chord bearing of South 00 Degrees 16 Minutes 56 Seconds East, a chord length of 214.80 feet, for an arc distance of 214.80 feet;

Thence South 00 Degrees 02 Minutes 17 Seconds West continuing along the east right of way of U. S. Highway No. 81 a distance of 58.39 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 33.55 feet;

Thence North 08 Degrees 19 Minutes 46 Seconds East a distance of 561.06 feet;

Thence South 73 Degrees 33 Minutes 45 Seconds East a distance of 203.28 feet;

Thence North 07 Degrees 46 Minutes 55 Seconds East a distance of 192.78 feet;

Thence North 08 Degrees 59 Minutes 02 Seconds West a distance of 60.45 feet;

Thence North 24 Degrees 47 Minutes 11 Seconds East a distance of 94.43 feet;

Thence South 89 Degrees 48 Minutes 34 Seconds East a distance of 1165.22 feet;

Thence South 34 Degrees 42 Minutes 17 Seconds East a distance of 203.16 feet;

Thence North 31 Degrees 59 Minutes 28 Seconds East a distance of 195.92 feet;

Thence South 89 Degrees 46 Minutes 44 Seconds East a distance of 416.55 feet;

Thence South 22 Degrees 01 Minutes 40 Seconds West a distance of 254.27 feet;

Thence North 90 Degrees 00 Minutes 00 Seconds West a distance of 106.64 feet to a nontangent curve;

Thence on a curve to the right having a radius of 50.00 feet, a chord bearing of South 65 Degrees 15 Minutes 36 Seconds West, a chord length of 56.22 feet, for an arc distance of 59.71 feet;

Thence South 00 Degrees 03 Minutes 51 Seconds East a distance of 181.85 feet;

Thence South 89 Degrees 58 Minutes 59 Seconds West a distance of 332.10 feet;

Thence North 87 Degrees 29 Minutes 29 Seconds West a distance of 272.10 feet;

Thence North 75 Degrees 34 Minutes 22 Seconds West a distance of 259.76 feet;

Thence North 02 Degrees 02 Minutes 00 Seconds East a distance of 146.65 feet;

Thence North 81 Degrees 45 Minutes 52 Seconds West a distance of 92.16 feet;

Thence on a curve to the left a radius of 85.47 feet, a chord bearing of South 83 Degrees 40 Minutes 18 Seconds West, a chord length of 42.98 feet, for an arc distance of 43.45 feet;  
 Thence South 69 Degrees 06 Minutes 29 Seconds West a distance of 13.09 feet;  
 Thence on a curve to the right having a radius of 177.92 feet, a chord bearing of South 87 Degrees 47 Minutes 05 Seconds West, a chord length of 113.95 feet; for an arc distance of 115.99 feet;  
 Thence North 73 Degrees 32 Minutes 20 Seconds West a distance of 66.81 feet;  
 Thence South 00 Degrees 38 Minutes 13 Seconds West a distance of 160.09 feet;  
 Thence South 56 Degrees 36 Minutes 10 Seconds West a distance of 230.62 feet;  
 Thence South 47 Degrees 25 Minutes 26 Seconds West a distance of 306.47 feet;  
 Thence South 74 Degrees 51 Minutes 47 Seconds West a distance of 202.76 feet;  
 Thence South 08 Degrees 19 Minutes 46 Seconds West a distance of 67.15 feet; to a non tangent curve;  
 Thence along said non tangent curve to the right having a radius of 91.01 feet, a chord bearing of South 50 Degrees 06 Minutes 55 Seconds West, a chord length of 115.87 feet, for an arc distance of 125.60 feet;  
 Thence North 90 Degrees 00 Minutes 00 Seconds West a distance of 25.69 feet;  
 Thence North 00 Degrees 02 Minutes 17 Seconds East along the said east right of way of U. S. Highway No. 81 a distance of 60.00 feet to the Point of Beginning.  
 Above described tract of land contains 18.26 Acres, more or less.

## **BLOCK TWO**

Commencing at the northwest corner of the Southwest Quarter Section 8, T.23N., R.6W., I. M., Garfield County, Oklahoma  
 Thence North 89 Degrees 43 Minutes 04 Seconds East along the north line of said Southwest Quarter, a distance of 110.00 feet to the Point Of Beginning;  
 Thence South 03 Degrees 51 Minutes 32 Seconds East along the east rights of way of U. S. Hwy. No. 81, a distance of 12.47 feet;  
 Thence continuing along said U. S. Hwy. No. 81 rights of way on a curve to the right having a radius of 19218.60 feet, a chord bearing of South 02 Degrees 18 Minutes 37 Seconds East, a chord length of 1032.85 feet, for an arc distance of 1032.98 feet;  
 Thence South 10 Degrees 37 Minutes 50 Seconds West continuing along said U. S. Hwy. No. 81 rights of way, a distance of 51.00 feet to a nontangent curve;  
 Thence continuing along said U. S. Hwy. No. 81 rights of way on a curve to the right having a radius of 19208.60 feet, a chord bearing of South 00 Degrees 16 Minutes 56 Seconds East, a chord length of 214.80 feet, for an arc distance of 214.80 feet;  
 Thence South 00 Degrees 02 Minutes 17 Seconds West continuing along said east rights of way U. S. Hwy. No. 81, a distance of 58.39 feet;  
 Thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 33.55 feet;  
 Thence North 08 Degrees 19 Minutes 46 Seconds East a distance of 561.06 feet;  
 Thence South 73 Degrees 33 Minutes 45 Seconds East a distance of 203.28 feet;  
 Thence North 07 Degrees 46 Minutes 55 Seconds East a distance of 192.78 feet;  
 Thence North 08 Degrees 59 Minutes 02 Seconds West a distance of 60.45 feet;  
 Thence North 24 Degrees 47 Minutes 11 Seconds East a distance of 94.43 feet;

Thence South 89 Degrees 48 Minutes 34 Seconds East a distance of 1165.22 feet;  
Thence South 34 Degrees 42 Minutes 17 Seconds East a distance of 203.16 feet;  
Thence North 31 Degrees 59 Minutes 28 Seconds East a distance of 195.92 feet;  
Thence South 89 Degrees 46 Minutes 44 Seconds East a distance of 744.00 feet;  
Thence North 00 Degrees 06 Minutes 20 Seconds East along the east line of said Southwest Quarter, a distance of 553.76 feet;  
Thence South 89 Degrees 43 Minutes 04 Seconds West along the north line of said Southwest Quarter, a distance of 294.61 feet;  
Thence South 00 Degrees 16 Minutes 56 Seconds East, perpendicular to the north line of said Southwest Quarter, a distance of 30.00 feet;  
Thence South 89 Degrees 43 Minutes 04 Seconds West a distance of 127.32 feet;  
Thence on a curve to the left having a radius of 495.39 feet, a chord bearing of South 82 Degrees 53 Minutes 30 Seconds West, a chord length of 101.66 feet, for an arc distance of 101.84 feet;  
Thence on a curve to the right having a radius of 487.30 feet, a chord bearing of North 89 Degrees 56 Minutes 47 Seconds West, a chord length of 220.09 feet, for an arc distance of 222.01 feet;  
Thence on a curve to the left having a radius of 397.21 feet, a chord bearing of North 83 Degrees 35 Minutes 19 Seconds West, a chord length of 92.60 feet, for an arc distance of 92.81 feet;  
Thence South 89 Degrees 43 Minutes 04 Seconds West a distance of 61.56 feet;  
Thence on a curve to the left having a radius of 484.38 feet, a chord bearing of South 82 Degrees 39 Minutes 23 Seconds West, a chord length of 119.09 feet, for an arc distance of 119.39 feet;  
Thence South 75 Degrees 35 Minutes 42 Seconds West a distance of 182.07 feet;  
Thence on a curve to the right having a radius of 226.94 feet, a chord bearing of North 87 Degrees 15 Minutes 44 Seconds West, a chord length of 133.78 feet, for an arc distance of 135.80 feet;  
Thence North 70 Degrees 07 Minutes 10 Seconds West a distance of 84.12 feet;  
Thence on a curve to the left having a radius of 346.11 feet, a chord bearing of North 79 Degrees 57 Minutes 15 Seconds West, a chord length of 118.24 feet, for an arc distance of 118.82 feet;  
Thence North 89 Degrees 47 Minutes 20 Seconds West a distance of 134.18 feet;  
Thence on a curve to the left having a radius of 2839.87 feet, a chord bearing of South 89 Degrees 00 Minutes 03 Seconds West, a chord length of 119.97 feet, for an arc distance of 119.98 feet;  
Thence South 87 Degrees 47 Minutes 26 Seconds West a distance of 65.43 feet;  
Thence North 00 Degrees 16 Minutes 56 Seconds West, perpendicular to the north line of said Southwest Quarter, a distance of 34.37 feet;  
Thence South 89 Degrees 43 Minutes 04 Seconds West along the north line of said Southwest Quarter, a distance of 690.22 feet to the Point Of Beginning.  
Above described tract of land contains 33.150 Acres, more or less.

#### TRACT A

Part of the Southwest Quarter, Section 8, Township 23 North, Range 6 West, Indian Meridian, Garfield County, Oklahoma, and being more particularly described as follows:

BEGINNING at the northeast corner of Lot Eleven (11), Block One, Spring Valley Ski Ranch;

**Thence** S 73° 32' 20" E along the south right of way of Lake Trail Drive, for a distance of 66.81 feet to the beginning of a curve; **Said curve** being the south right of way of Lake Trail Drive, turning to the left through an angle of 37° 21' 12", having a radius of 177.92 feet, an arc length of 115.99 feet and whose long chord bears N 87° 47' 05" E for a chord distance of 113.95 feet; Thence N 69° 06' 29" E continuing along the south right of way of Lake Trail Drive, for a distance of 13.09 feet to the beginning of a curve; **Said curve** continuing along the south right of way of Lake Trail Drive, turning to the right through an angle of 29° 07' 39", having a radius of 85.47 feet, an arc length of 43.45 feet and whose long chord bears N 83° 40' 18" E for a chord distance of 42.98 feet; Thence S 81° 45' 52" E continuing along the south right of way of Lake Trail Drive, for a distance of 92.16 feet; Thence S 02° 02' 00" W along the west line of Lot 10, Block 1, Spring Valley Ski Ranch, for a distance of 142.86 feet to a point 3.79 feet north of the southwest corner of said Lot 10; Thence N 75° 04' 52" W along the center line of existing smooth wire fence, for a distance of 74.37 feet to the center line of a 4" steel corner post; Thence S 85° 27' 50" W along said existing fence and its extension, for a distance of 249.74 feet; Thence N 00° 38' 13" E along the extension of the east line of said Lot 11, for a distance of 1.62 feet to the southeast corner of said Lot 11; Thence continuing N 00° 38' 13" E along the east line of said Lot 11, for a distance of 160.09 feet to the POINT OF BEGINNING.

Above described tract contains 1.02 acres, more or less.

**\* All bearings shown hereon are relative to Oklahoma State Plane Grid North.**

*End of Exhibit A*