



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

STATE OF OKLAHOMA ]  
] ss:  
COUNTY OF GARFIELD ]

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned hereby certify they are the Owners of a minimum of seventy percent (70%) of all of the lots of Spring Valley Ski Ranch, LLC situated in Part of the Southwest Quarter of Section Eight (8), Township Twenty- three (23) North, Range Six (6) West, Indian Meridian, Garfield County, Oklahoma, being more particularly described in Exhibit A as attached hereto.

For the purpose of amending the restrictive covenants of the entire tract to be known as Spring Valley Ski Ranch, LLC an addition in Garfield County, Oklahoma, according to the recorded plat and the recorded re-plat thereof in the Office of the Clerk of the County of Garfield, State of Oklahoma, for the mutual benefit of the undersigned and their successors and assigns in title to the lots and properties within the addition as platted and re-platted, the undersigned, constituting a minimum of seventy percent (70%) of the owners of all lots in the addition, hereby adopt the following First Amendments to the Second Revised Protective Covenants of Spring Valley Ski Ranch, L.L.C., as such Covenants appear in Book 2092 at page 535, Records of the Garfield County, Clerk, which shall, as Amended hereinafter, be binding and effective upon all lots and lot owners, purchasers, successors and assigns, in Spring Valley Ski Ranch, as platted and re-platted:

Existing Covenant No. 2 is hereby Amended by deletion in its entirety, and substituting in place thereof the following Amended Covenant No. 2:

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.

Some of the types of "commercial, industrial, business, trade or other purpose" uses prohibited herein include, by way of example and not as a limitation, the following:

- i. operation of a home beauty or barber salon, nail salon, massage spa or parlor, yoga studio, auto, appliance or electronics or other repair shop operations.

58-  
10-  
26

Return to:  
Sarah Kuykendall  
722 Lake Trail Dr.  
Enid, OK 73701

ii. operation of any service business, including though not limited to an accounting, bookkeeping or tax preparation business, legal or medical practice, or other sort of commercial or professional trade, to the extent clients or customers would visit the property; PROVIDED that nothing herein prohibits the maintenance of a "home office" so long as no non-family employees regularly utilize the office and clients or customers do not visit the property and it does not involve frequent deliveries of materials or supplies by vendors or delivery services.

iii. any trade or business or use which would involve increased traffic into and out of the addition by clients, customers, delivery services or vendors, or which are excessively noisy or generate unpleasant or noxious odors or gases, or otherwise are inconsistent with the residential character of the addition

iv. the renting or leasing of any lot or tract for any period of occupancy or other use for less than a one year initial term; this is meant to prohibit, among other uses, what are commonly referred to as "short-term rentals" of the type typically offered for vacation, week-end, or similar rental terms for a period of days or weeks only, including sub-letting by tenant.

A lot or tract containing a single family residence otherwise complying with these covenants may be rented or leased for use as a single family residence for a minimum term of one year, upon the following conditions:

A. The owner and tenant[s] shall enter into a written lease providing for a minimum one year term, which may contain an option for renewal or for conversion to a month to month tenancy at the conclusion of the first year, but any renewal lease or continuing month to month tenancy would continue to be subject to the remaining conditions of sub-paragraphs B through F below.

B. The lease will specifically provide that the owner must maintain an appropriate rental property insurance policy containing general liability coverage, or a separate general liability policy, with general liability coverage of at least \$1,000,000.00. **Spring Valley Homeowners Association, Inc.** and **Spring Valley Ski Ranch, LLC** shall be named as additional insureds on the liability policy. The general liability coverage minimum may be adjusted from time to time by action of the Board of Directors ["Board"] of **Spring Valley Homeowners Association, Inc.**, ["Association"] at an annual meeting approved by a vote of a majority of the Board. The owner[s] shall furnish to the Association a copy of the insurance declaration of coverage with the amounts, effective dates and term of coverage shown, upon each renewal of insurance.

C. The lease will incorporate in its terms or as an attachment any "Indemnification Agreement" then in use by the **Spring Valley Homeowners Association, Inc.**, or its successor, or **Spring Valley Ski Ranch, LLC**, to be executed by all the adult tenant[s] and adult residents of the tenant household, generally indemnifying the **Spring Valley Homeowners Association, Inc.**, and its Members, **Spring Valley Ski Ranch, LLC**, and associated entities of both the **Spring Valley Homeowners Association, Inc.** and **Spring Valley Ski Ranch, LLC**, as may be defined and described in such Indemnification Agreement, against claims or losses resulting from use by the tenant[s] and their household occupants, guests and visitors, of the common areas of

the **Spring Valley Homeowners Association, Inc.** and **Spring Valley Ski Ranch, LLC**, as well as the Lake Area and Club facilities or as may be otherwise specified in any such Indemnification Agreement then in use.

D. The lease shall contain the following specific provisions:

i. This Lease incorporates by reference the provisions of the Protective Covenants of **Spring Valley Ski Ranch, LLC** and the By-Laws of the **Spring Valley Homeowners Association, Inc.**, which shall be conditions and covenants of this Lease. Tenant and Owner agree and acknowledge that the Tenant[s], and all residents, guests and visitors of the Tenant household, and the Owner, must comply with all provisions of the Covenants and By-Laws throughout the term of the lease, that all Tenants and Owners of the lot or tract shall be jointly and severally subject to the enforcement remedies provided herein, and that violation of any of the terms of the Covenants or By-Laws shall be a breach of the conditions and covenants of this Lease which could result in action to terminate the Lease by the **Spring Valley Homeowners Association, Inc.**

ii. Tenant, and members of Tenant's household, and their occasional guests, may use the lake under the terms, conditions and restrictions of the Special Lake Covenants and Restrictions.

E. The lease shall be signed by the tenant[s] and all of the owners of the lot or tract, and shall appoint the **Spring Valley Homeowners Association, Inc.** as a limited attorney-in-fact for the owner[s], with the power to direct the tenant[s] to deduct from the rental payment any authorized dues or assessments or fines properly imposed by the **Spring Valley Homeowners Association, Inc.** upon the lot or tract subject to the lease, which are unpaid and at least sixty [60] days delinquent, and remit such amounts, with penalties and interest as may be provided in the By-Laws of the **Spring Valley Homeowners Association, Inc.**, directly to the **Spring Valley Homeowners Association, Inc.**, . The lease shall provide that any such payment made at the direction of the **Spring Valley Homeowners Association, Inc.** shall be payment in full satisfaction of the rental payment[s] due, or portion thereof to the extent of any such payment.

F. A fully executed copy of the lease, the Indemnification Agreement and the Certificate of Insurance, and any renewals thereof, shall be furnished to the President of the **Spring Valley Homeowners Association, Inc.** within 10 days of its or their execution.

Existing Covenant No. 40 is hereby Amended by deletion in its entirety, and substituting in place thereof the following Amended Covenant No. 40:

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, including any decision by the *Building Approval Committee*, it shall be lawful for any other lot owner owning any real property situated in said addition, or upon a resolution adopted by a majority vote of the Board of the **Spring Valley Homeowners Association, Inc.**, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent such person[s] from such violation or to recover any damages resulting from such violations. PROVIDED that any action to terminate a residential lease of property in the addition as a result of a violation or violations by a tenant and/or by a lot owner in conjunction with such a lease may only be brought by the **Spring Valley Homeowners Association, Inc.** pursuant to Board resolution as set out above. In any action brought pursuant to this covenant in which **Spring Valley Homeowners Association, Inc.** is a prevailing party, it shall be entitled to recover all its costs and a reasonable attorney's fee.

At the sole discretion of the Board, prior to the **Spring Valley Homeowners Association, Inc.** filing a lawsuit for covenant violations including any decision by the *Building Approval Committee*, the Board may send, or direct the **Spring Valley Homeowners Association, Inc.**'s officers to send a letter, setting out the covenant violation to the owner and their tenant, if applicable. The letter will contain the nature of the violation, with a time period set out to correct the violation and the associated penalty if the violation is not timely corrected. If the violation has not been timely corrected, the Board may institute a monetary fine against the owner. The Board at its sole discretion is authorized to create a list containing penalties for violation of the protective covenants which shall include the time period for correction and monetary fines associated with the violations. This penalty list may be amended from time to time. Any fine levied against the lot owner, which remains unpaid after sixty (60) days will become a valid lien against the lot property of the owner. The Board is authorized to take action necessary and required by the laws of the State of Oklahoma, including the hiring of lawyers to file, maintain and release the lien upon its payment. The Board will send to all lot owners a copy of the list of fines and time periods for correction within thirty (30) days of their enactment or revision.

WHEREFORE, these First Amendments to the Second Revised Protective Covenants of Spring Valley Ski Ranch, L.L.C. (A Private Development), are hereby adopted by the undersigned owners, effective upon approval by no less than seventy percent (70%) of the undersigned owners and recordation with the Garfield County, Oklahoma, Clerk.

Exhibit A, property legal description, and Signature Pages are appended hereto.

**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 non-tangent 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 non-tangent 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 of Section 8, T.23N., R.6 W. 1. 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 right of way of U. S. Hwy. No. 81, a distance of 12.47 feet;

Thence continuing along said U. S. Hwy. No. 81 right 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 right of way, a distance of 51.00 feet to a non-tangent curve;

Thence continuing along said U. S. Hwy. No. 81 right 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 right of way of 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 3° 21' 12", having a radius of 177.92 feet, an arc length of 115.99 feet and whose long chord bears N 8° 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 N00°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*

**OWNERS OF LOTS IN SPRING VALLEY SKI RANCH, LLC**  
**And**  
**MEMEBERS OF THE SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.**

Counterpart Signatures to Follow

**BLOCK 1**

Lot 1	Richard L. Foster
Lot 2	Mauricio Diaz Lezama and Kory N. Moran Ramirez
Lot 3	Lynn Brickman and Bret Brickman, Co-Trustees of the Lynn and Bret Brickman Trust dated April 2, 2014
Tract A	Lynn Brickman and Bret Brickman, Co-Trustees of the Lynn and Bret Brickman Trust dated April 2, 2014
Lot 4	R. Greg Kuykendall and Christi L. Kuykendall
Lot 5	Todd A. Kuykendall, Trustee of the Todd A. Kuykendall Trust dated January 29, 1997; and Sarah A. Kuykendall, Trustee of the Sarah A. Kuykendall Trust dated January 29, 1997
Lot 6	John W. Goulart and Michaela A. Goulart
Lot 7	John Goulart and Michaela Goulart
Lot 8	Dana LaMunyon and Sherry LaMunyon
Lot 9	Jack P. Baldwin and Rita L. Baldwin
Lot 10	John D. Lovell and Julie G. Lovell
Lot 11	Myra B. Ward, Trustee of The L. O. Ward Revocable Trust dated January 23, 1990
Lot 12	Michael R. Henderson and Robin L. Henderson
Lot 13	Ward Petroleum Corporation

**BLOCK 2**

Lot 1	Kevin W. Winter and Jenny L. Winter
Lot 2	Virgil Wayne Schoeling, Trustee of The Schoeling Family Trust Dated May 2, 2018
Lot 3,4,5,6,7,8,9	Spring Valley Development Company LLC

**Bk:2535 Pg:592**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

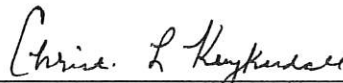


Richard L. Foster

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF GARFIELD                )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
RICHARD L. FOSTER.



NOTARY PUBLIC



My Commission Expires: August 9, 2024

My Commission No: 00011642

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
Mauricio Diaz Lezama

  
Kory N. Moran Ramirez

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                     )  
  ) ss:  
COUNTY OF GARFIELD                 )

This instrument was acknowledged before me on this 17 day of May, 2021, by  
Mauricio Diaz Lezama AND Kory N. Moran Ramirez

  
NOTARY PUBLIC

My Commission Expires: 4-29-23  
My Commission No: 03006952



**Bk:2535 Pg:594**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

Lynn Brickman  
Lynn Brickman, Co-Trustee

Bret Brickman  
Bret Brickman, Co-Trustee

of the Lynn Brickman and Bret Brickman Trust Dated April 2, 2014

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF GARFIELD                )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
Lynn Brickman and Bret Brickman, Co-Trustees of the Lynn Brickman and Bret  
Brickman Trust Dated April 2, 2014.


Christi L. Kuykendall  
NOTARY PUBLIC



My Commission Expires: August 9, 2024  
My Commission No: 00011662

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
R. Greg Kuykendall

  
Christi L. Kuykendall

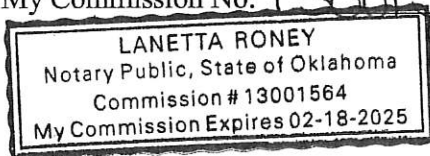
**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA           )  
  ) ss:  
COUNTY OF GARFIELD       )

This instrument was acknowledged before me on this 12<sup>th</sup> day of May, 2021, by  
R. Greg Kuykendall and Christi L. Kuykendall

  
NOTARY PUBLIC

My Commission Expires: 2-18-25  
My Commission No: 13001564

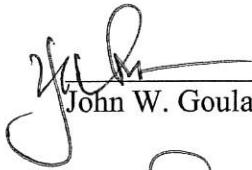


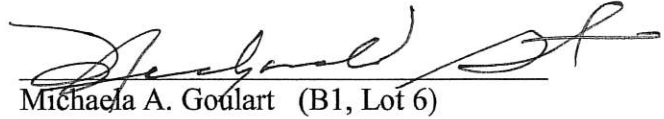
**Bk:2535 Pg:596**LORIE LEGERE-GARFIELD COUNTY CLERK  
State of OklahomaCounterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLCTodd A. Kuykendall Trust  
dated January 29, 1997Sarah A. Kuykendall Trust  
dated January 29, 1997By: Todd A. Kuykendall, Trustee  
Todd A. Kuykendall, Trustee )By: Sarah A. Kuykendall, Trustee  
Sarah A. Kuykendall, Trustee**ACKNOWLEDGEMENT**STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF GARFIELD )This instrument was acknowledged before me on this 11 day of May, 2021, by  
Todd A. Kuykendall, Trustee of the Todd A. Kuykendall Trust dated January 29, 1997 AND  
Sarah A. Kuykendall, Trustee of the Sarah A. Kuykendall Trust dated January 29, 1997.Christie L. Kuykendall  
NOTARY PUBLICMy Commission Expires: August 9, 2024  
My Commission No: 00011442


**Bk:2535 Pg:597**

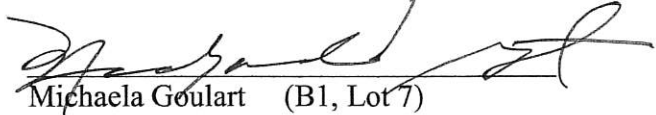
LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
\_\_\_\_\_  
John W. Goulart

  
\_\_\_\_\_  
Michaela A. Goulart (B1, Lot 6)

  
\_\_\_\_\_  
John Goulart

  
\_\_\_\_\_  
Michaela Goulart (B1, Lot 7)

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                     )  
   ) ss:  
COUNTY OF GARFIELD                 )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
John W. Goulart and Michaela A. Goulart AND John Goulart and Michaela Goulart.

  
\_\_\_\_\_  
NOTARY PUBLIC



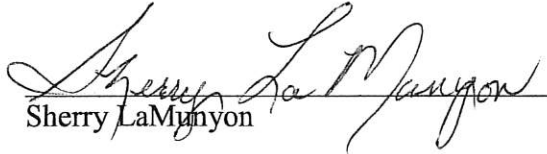
My Commission Expires: August 9, 2024  
My Commission No: 00011692

**Bk:2535 Pg:598**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
Dana LaMunyon

  
Sherry LaMunyon

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF GARFIELD        )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
Dana LaMunyon and Sherry LaMunyon.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: August 9, 2024  
My Commission No: 00011662

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

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Jack P Baldwin

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Jack P. Baldwin.

NOTARY PUBLIC

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

My Commission No: \_\_\_\_\_

---

Rita L. Baldwin

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )


NOTARY PUBLIC

My Commission No: \_\_\_\_\_

**Bk:2535 Pg:601**

**LORIE LEGERE-GARFIELD COUNTY CLERK**  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
\_\_\_\_\_  
John D. Lovell

  
\_\_\_\_\_  
Julie G. Lovell

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                     )  
   ) ss:  
COUNTY OF GARFIELD                 )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
John D. Lovell and Julie G. Lovell.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: August 9, 2024  
My Commission No: 00011662

**Bk:2535 Pg:602**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

The L. O. Ward Revocable Trust dated January 23, 1990

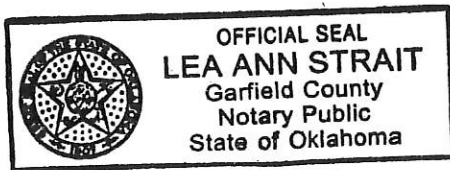
Myra B. Ward

Myra B. Ward, Trustee

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA           )  
  ) ss:  
COUNTY OF GARFIELD       )

This instrument was acknowledged before me on this 24<sup>th</sup> day of May, 2021, by  
Myra B. Ward, as Trustee of The L. O. Ward Revocable Trust dated January 23, 1990.



Rebecca Donait  
NOTARY PUBLIC

My Commission Expires: 2-11-2023

My Commission No: 03000676

**Bk:2535 Pg:603**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
Michael R. Henderson

  
Robin L. Henderson

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF GARFIELD                )

This instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2021, by  
Michael R. Henderson AND Robin L. Henderson.

  
NOTARY PUBLIC

My Commission Expires: 1/31/2024  
My Commission No: 12000989



Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

Ward Petroleum Corporation

By: W-C. Ward  
Name: William C. Ward  
Title: President

**ACKNOWLEDGEMENT**

STATE OF Colorado )  
COUNTY OF Larimer ) ss:

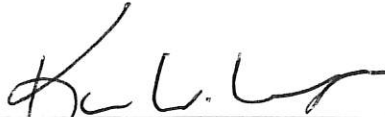
This instrument was acknowledged before me on this 19 day of April, 2021, by William C. Ward, as President on behalf of the Ward Petroleum Corporation.


**KRISTINE A. THOMPSON**  
Notary Public  
State of Colorado  
Notary ID: 20204034509  
My Commission Expires Oct. 2, 2024

KATC  
NOTARY PUBLIC

My Commission Expires: Oct 2nd, 2024  
My Commission No: 20204034509

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

  
Kevin W. Winter

  
Jenny L. Winter

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF GARFIELD                )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
Kevin W. Winter and Jenny L. Winter.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: August 9, 2024  
My Commission No: 000 11662

**Bk:2535 Pg:606**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

The Schoeling Family Trust dated May 2, 2018

By: 

Virgil Wayne Schoeling, Trustee

### ACKNOWLEDGEMENT

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF GARFIELD                )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
Virgil Wayne Schoeling, Trustee of The Schoeling Family Trust dated May 2, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: August 9, 2024

My Commission No: 00011662

**Bk:2535 Pg:607**

**LORIE LEGERE-GARFIELD COUNTY CLERK**  
State of Oklahoma

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

SPRING VALLEY DEVELOPMENT COMPANY LLC

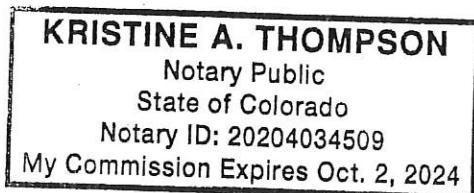
By: W.C. Ward  
William C. Ward

By: (SEE SEPARATE EXECUTION)  
Dana LaMunyon

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
 ) ss:  
COUNTY OF LaRimer )

This instrument was acknowledged before me on this 19 day of April, 2021, by  
William C. Ward as Member of the Spring Valley Development Company, LLC.



KAT  
NOTARY PUBLIC

My Commission Expires: Oct 2nd 2024  
My Commission No: 20204034509

Counterpart Signature page to First Amendments to Second Revised Protective Covenants  
of Spring Valley Ski Ranch, LLC

SPRING VALLEY DEVELOPMENT COMPANY LLC

By: (SEE SEPARATE EXECUTION)  
William C. Ward

By:   
Dana LaMunyon

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF GARFIELD                )

This instrument was acknowledged before me on this 11 day of May, 2021, by  
Dana LaMunyon as Member of the Spring Valley Development Company, LLC.

  
NOTARY PUBLIC



My Commission Expires: August 9, 2024  
My Commission No: 00011442