

PART I OF A

AGREEMENT with respect to covenants and restrictions applicable to lots 23-A to 37, inclusive, in Broken Arrow Subdivision in Coconino County, Arizona.

*** **

WHEREAS under date of August 12, 1954, there was executed by FRANK E. BRADLEY and ANN BRADLEY, his wife, as owners of all of lots 23-A to 37, inclusive, in Broken Arrow, a Subdivision of the North 1/2 of the North 1/2 of the Northeast 1/4 of Section 19, Township 17 North, Range 6 East of the Gila and Salt River Base Meridian, Coconino County, Arizona, the subdivision plat of which is recorded at pages _____ of Book _____ of the

_____ Records of Coconino County, Arizona, (which lots are hereinafter sometimes referred to as "said lots"), an instrument creating certain restrictions applicable to said lots, which instrument is recorded at pages 506 to 508 of Book 56 of the _____ Records of Coconino County, Arizona; and

WHEREAS it is provided in Section 9 of said instrument that the restrictions and covenants therein established shall run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1962, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners of said lots it is agreed to change said covenants in whole or in part; and

WHEREAS a majority of the owners of said lots desire to change said restrictions and covenants, as more particularly hereinafter provided;

NOW, THEREFORE, in consideration of the premises, and in consideration of the execution hereof by each of the signers, and of other good and valuable considerations, the receipt of

which is hereby acknowledged, each of the undersigned for himself, his heirs, executors, administrators and assigns, does hereby covenant and agree, one with the other, as follows:

SECTION 1

It is hereby expressly recited, found and declared that the undersigned (together with the spouses thereof, where indicated), are the owners of fee simple title to the respective lots designated after their names, and that the undersigned in the aggregate are a majority of the owners of said lots. The recitals contained in the preamble hereto are incorporated in this section and made a part hereof by reference.

SECTION 2

The covenants and restrictions contained in the instrument of August 12, 1954, described in the preamble hereto, are hereby changed to read as follows:

1. Each of said lots shall be used for single family dwelling-house purposes only, and nothing but one private dwelling with one kitchen only designed for the occupancy of one family may be erected thereon, except that (1) a guest house without kitchen may be erected on each lot in addition to the family dwelling thereon (which guest house shall not be used for rental or income purposes of any kind), and except that if a swimming pool has been constructed on any lot which also has thereon a family dwelling house, there may be constructed adjacent to such swimming pool a small bath-house and dressing room of such size and kind as are appropriate for the use of such swimming pool as a private pool, and (2) as to lots numbered 31 to 34, inclusive, each such lot shall continue to be regarded as a "business lot," but such designation shall and is hereby declared to mean only that as to the one-family dwelling erected thereon, there may be included in such dwelling one (but not more than one) room containing not more than six hundred (600) square feet of floor space to be used for practicing any lawful profession followed by any person dwelling therein or for carrying on, solely within the confines of such room, the making or sale of any items to be offered for sale by such occupant, provided such manufacture does not entail the use of any machinery or equipment the operation of which results in annoyance to or disturbance of the occupants of others of said lots. "Profession"

as used in this paragraph shall be understood to mean any of the so-called learned professions or activities pertinent to the practice of any of the recognized arts and sciences, and the supplying of personal services to the public which can be supplied without annoyance to the occupants of any of said lots, including specifically the operation of a beauty shop, hair-dressing salon, barber shop or dress-making establishment. Such room may not be used for a private nursery or other school of any kind nor may food or beverages be prepared or served therein. As to each dwelling so utilized, the restrictions hereinafter set forth which prohibit the placing of signs on said lots, are modified to permit the placing on or outside each such dwelling, a neat and well constructed sign, not in excess of two feet by three feet in size, appropriate to the carrying on of the activities engaged in in such dwelling.

2. No such dwelling house shall be erected which contains less than 1,250 square feet of living area floor space contained within the outside walls of such house, and no guest house shall be erected which contains less than 500 square feet of living area floor space contained within the outside walls of such house, in each case exclusive of such part thereof, either attached or not, designed for use as a garage, and exclusive of porches or patios. No such dwelling house or guest house shall be erected or permitted on any of said lots which exceeds in height 20 feet from the highest finished grade line immediately adjoining the foundation of the structure, but this provision shall not be construed to exclude split-level houses. No more than one dwelling house and one guest house may be constructed on any one of said lots. Construction of all such dwelling houses and guest houses shall be of masonry, flag-stone, burned adobe or cinder block, and exterior wood surfacing of the main wall of any such structure shall not exceed twenty-five per cent of the total surface thereof. All buildings must be completed within six months after the start of construction thereof.

3. No line of any dwelling house, guest house or garage constructed on any of said lots may be closer than 10 feet to the front property line of such lot nor shall any side wall thereof be nearer than 5 feet to any side property line of such lot nor nearer than 10 feet to such side property line if such side property line is on a street.

4. No building, structure, house, tent, automobile truck or automobile trailer of any nature, **either temporary**

or permanent, not forming a part of the main dwelling, shall be built, erected, placed, or maintained on any of said lots, except a one or two car garage, with or without servants' quarters attached, but such servants' quarters shall be used only by servants, and further only by such servants as may be employed on the lot where such quarters are located. Prior to the erection or after the erection of such dwelling house, no such garage may be used for residential purposes except for servants' quarters, as above provided. Such servants' quarters shall be limited to two rooms with bath. No such garage may be commenced or erected on any of said lots until construction of the main dwelling on such lot shall have been started or contracted for, and then only if the construction of such dwelling is immediately and expeditiously pushed to completion. This paragraph shall not be applicable to a temporary building used for storage or watchman during the progress of the construction of a dwelling continuously prosecuted. No vehicles other than passenger cars and pick-up trucks may be parked in open carports.

5. No part of any of said lots or any building thereon shall be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons, whether or not suffering from any disease or disability whatsoever.

6. No animals, live-stock, poultry, birds or reptiles, either in single or plural number, shall be kept, raised or permitted on any of said lots, except that domestic dogs, cats, birds and fish, not to exceed an aggregate of three, may be kept as household pets.

7. No intoxicating liquor may be sold on any of said lots.

8. No nuisance or offensive, noisy or illegal trade, calling or transaction shall be done, suffered, or permitted upon any of said lots, nor shall any part thereof be used or occupied injuriously to the use, occupation or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said lot is situated, nor injuriously to the owner's use and occupation of any such adjacent or neighborhood premises.

9. No fence or wall higher than five feet (except a retaining wall built for the purpose of leveling grade) or hedge higher than eight feet shall be erected or maintained on any of said lots. The yard surrounding any dwelling house or guest house shall be kept in neat and sightly condition, and all structures upon each said lot shall be at all times maintained in good condition and repair.

10. All lavatories, toilets, sinks, bath tubs and showers shall be built indoors and connected with outside septic tank or cesspool until such time as a sewer line may be available within 150 feet of the dwelling house on any lot, at which time all lavatories, toilets, sinks, bath tubs and showers shall be connected with such available sewer line. This paragraph shall not prohibit the construction of a temporary outside toilet or privy for the use of workmen during the construction of a dwelling house.

11. With the exception of one "for rent" or "for sale" sign not in excess of eighteen inches by twenty-four inches in size and neat in appearance, no advertising sign, billboard, or similar device shall be erected, placed or permitted to remain on any of said lots nor placed in the window or other opening of, nor on the roof of or on or attached to any dwelling or garage in such manner as to be visible to persons outside the dwelling. This paragraph shall not preclude a residential sign, small and attractive in appearance, giving the name of the occupant or owner of the lot.

12. No structure shall be moved onto any of said lots from another location, and all construction on each such lot shall be new.

13. None of said lots shall be subdivided and no part of any of said lots shall be sold separate and apart from the remainder thereof, except to the owner of a lot contiguous thereto for annexation to such contiguous lot, in which event, the part so annexed shall become a part of the lot to which it is annexed, and the enlarged lot shall be regarded as a single lot for all purposes of this agreement.

14. The foregoing restrictions and covenants run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a majority of the owners of said lots it is agreed to change the said covenants in whole or in part. All conveyances of any of said lots made from and after the effective date of this agreement shall be subject to all of the covenants and restrictions herein contained to the same extent and in the same manner as such covenants and restrictions are applicable to said lots and their present owners.

SECTION 3

In the event that any one or more provisions hereof or any one or more of the covenants and restrictions contained in Section 2 hereof or the applicability thereof to any one or

more lots, persons or sets of circumstances shall ever be held by final decision of a court of competent jurisdiction to be invalid or ineffective, such holding shall not in any way affect the validity, effectiveness or enforceability of the remaining provisions hereof and the remaining covenants and restrictions contained in Section 2 hereof, nor the applicability thereof to any lots, persons or sets of circumstances not affected by such holding. If this agreement in its entirety should ever be so held to be invalid or ineffective, the instrument described in the first paragraph of the preamble hereto and all restrictions therein contained shall remain in force and effect until changed as therein provided.

SECTION 4

All of the covenants and restrictions contained in Section 2 hereof are made and entered into for the benefit of any and all persons who now may own or who may hereafter own any of said lots and such persons, as well as the original grantors of said lots and their successors and assigns, are specifically given the right to enforce these restrictions and reservations and to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any of said covenants and restrictions. Each of said covenants and restrictions shall be deemed and construed to be continuing and no waiver of any one or more thereof shall be construed to be a waiver of any others thereof or of any subsequent breach thereof,

nor shall failure to enforce any one or more thereof be construed as a waiver of such right.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 15th day of November, 1961, but actually on the dates appearing after their respective signatures.

NAME OF OWNER	LOT NUMBER	DATE OF SIGNING
1 { <u>Arthur Ruckenstein</u> (Signature of spouse, if any)	<u># 38</u>	<u>Nov 26, 1961</u>
2 { <u>Steven Ruckenstein</u> (Signature of spouse, if any)	<u># 23A</u>	<u>Nov 26, 1961</u>
3 { <u>M. Leese-Livingston</u> (Signature of spouse, if any)	<u>36</u>	<u>Nov 26, 1961</u>
4 { <u>Joseph A. Matter</u> (Signature of spouse, if any)	<u>39</u>	<u>Nov 26, 1961</u>
5 { <u>May J. Matter</u> (Signature of spouse, if any)	<u>30</u>	<u>Nov 27, 1961</u>
6 { <u>Ethel B. Orr</u> (Signature of spouse, if any)	<u>27-37</u>	<u>Dec 1, 1961</u>
_____ (Signature of Spouse, if any)	_____	_____
_____ (Signature of Spouse, if any)	_____	_____
_____ (Signature of Spouse, if any)	_____	_____
_____ (Signature of Spouse, if any)	_____	_____

NAME OF OWNER _____ LOT NUMBER DATE OF SIGNING _____

(Signature of Spouse, if any) _____

(Signature of Spouse, if any) _____

(Signature of Spouse, if any) _____

STATE OF Georgia)
COUNTY OF Georgia) SS

1. On this the 5 day of December, 1961, before me,
Marion A. Thayer, the undersigned officer, personally appeared
Att: John Buckstale, known
to me to be the person(s) whose name(s) is (~~are~~) subscribed to the
within instrument and acknowledged that he executed the
same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal

Marion A. Thayer
Notary Public
Title of Officer

My commission expires _____ My Commission Expires Aug. 23, 1963

2. STATE OF Georgia)
COUNTY OF Georgia) SS

On this the 26 day of December, 1961, before
me, Marion A. Thayer, the undersigned officer, personally
appeared Abelard Wright & Myron D. Keyser,
known to me to be the person(s) whose name(s) ~~is~~ (are) subscribed
to the within instrument and acknowledged that they executed

the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.

Marion O. Thayer
Notary Public
 (Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Oregon)
)
 COUNTY OF Clatsop) SS

On this 26 day of November, 1961, before me,
Marion O. Thayer, the undersigned officer, personally
 appeared Joseph M. G. & May G. Matter,
 known to me to be the person(s) whose name(s) ~~is~~ (are) subscribed
 to the within instrument and acknowledged that they executed
 the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
 seal.

Marion O. Thayer
Notary Public
 (Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Oregon)
)
 COUNTY OF Clatsop) SS

On this the 26 day of November, 1961, before me,
Marion O. Thayer, the undersigned officer, personally appeared
Earl B. & Rosina A. Rance, known to
 me to be the person(s) whose name(s) ~~is~~ (are) subscribed to the
 within instrument and acknowledged that they executed the
 same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.

Marion O. Thayer
Notary Public
 (Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Oregon)
COUNTY OF Clatsop) SS

4 On this the 27 day of November, 1961, before me,
Marian C. Philips, the undersigned officer, personally appeared
Cathel D. Orr, known to

me to be the person(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the
within instrument and acknowledged that she executed the
same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Marian C. Philips
Notary Public
(Title of Officer)
My commission expires My Commission Expires Aug. 20, 1963

STATE OF Oregon)
COUNTY OF Clatsop) SS

6 On this 1 day of November, 1961, before me,
Myra K. Philips, the undersigned officer, personally appeared
Marshall L. Phillips, known to me
to be the person(s) whose name(s) ~~is~~ (are) subscribed to the
within instrument and acknowledged that they executed the
same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.
Marian C. Philips
Notary Public
(Title of Officer)

My commission expires 1961 '02 Aug 20 My ~~saids~~ comissumng AM

My Commission Expires Aug. 20, 1963

(See other parts for additional signatures.)

PART II OF A

AGREEMENT with respect to covenants and restrictions applicable to lots 23-A to 37, inclusive, in Broken Arrow Subdivision in Coconino County, Arizona.

*** *** ***

WHEREAS under date of August 12, 1954, there was executed by FRANK E. BRADLEY and ANN BRADLEY, his wife, as owners of all of lots 23-A to 37, inclusive, in Broken Arrow, a Subdivision of the North 1/2 of the North 1/2 of the Northeast 1/4 of Section 19, Township 17 North, Range 6 East of the Gila and Salt River Base Meridian, Coconino County, Arizona, the subdivision plat of which is recorded at pages _____ of Book _____ of the

_____ Records of Coconino County, Arizona, (which lots are hereinafter sometimes referred to as "said lots"), an instrument creating certain restrictions applicable to said lots, which instrument is recorded at pages 506 to 508 of Book 56 of the _____ Records of Coconino County, Arizona; and

WHEREAS it is provided in Section 9 of said instrument that the restrictions and covenants therein established shall run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1962, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners of said lots it is agreed to change said covenants in whole or in part; and

WHEREAS a majority of the owners of said lots desire to change said restrictions and covenants, as more particularly hereinafter provided;

NOW, THEREFORE, in consideration of the premises, and in consideration of the execution hereof by each of the signers, and of other good and valuable considerations, the receipt of

which is hereby acknowledged, each of the undersigned for himself, his heirs, executors, administrators and assigns, does hereby covenant and agree, one with the other, as follows:

SECTION 1

It is hereby expressly recited, found and declared that the undersigned (together with the spouses thereof, where indicated), are the owners of fee simple title to the respective lots designated after their names, and that the undersigned in the aggregate are a majority of the owners of said lots. The recitals contained in the preamble hereto are incorporated in this section and made a part hereof by reference.

SECTION 2

The covenants and restrictions contained in the instrument of August 12, 1954, described in the preamble hereto, are hereby changed to read as follows:

1. Each of said lots shall be used for single family dwelling-house purposes only, and nothing but one private dwelling with one kitchen only designed for the occupancy of one family may be erected thereon, except that (1) a guest house without kitchen may be erected on each lot in addition to the family dwelling thereon (which guest house shall not be used for rental or income purposes of any kind), and except that if a swimming pool has been constructed on any lot which also has thereon a family dwelling house, there may be constructed adjacent to such swimming pool a small bath-house and dressing room of such size and kind as are appropriate for the use of such swimming pool as a private pool, and (2) as to lots numbered 31 to 34, inclusive, each such lot shall continue to be regarded as a "business lot," but such designation shall and is hereby declared to mean only that as to the one-family dwelling erected thereon, there may be included in such dwelling one (but not more than one) room containing not more than six hundred (600) square feet of floor space to be used for practicing any lawful profession followed by any person dwelling therein or for carrying on, solely within the confines of such room, the making or sale of any items to be offered for sale by such occupant, provided such manufacture does not entail the use of any machinery or equipment the operation of which results in annoyance to or disturbance of the occupants of others of said lots. "Profession"

as used in this paragraph shall be understood to mean any of the so-called learned professions or activities pertinent to the practice of any of the recognized arts and sciences, and the supplying of personal services to the public which can be supplied without annoyance to the occupants of any of said lots, including specifically the operation of a beauty shop, hair-dressing salon, barber shop or dress-making establishment. Such room may not be used for a private nursery or other school of any kind nor may food or beverages be prepared or served therein. As to each dwelling so utilized, the restrictions hereinafter set forth which prohibit the placing of signs on said lots, are modified to permit the placing on or outside each such dwelling, a neat and well constructed sign, not in excess of two feet by three feet in size, appropriate to the carrying on of the activities engaged in in such dwelling.

2. No such dwelling house shall be erected which contains less than 1,250 square feet of living area floor space contained within the outside walls of such house, and no guest house shall be erected which contains less than 500 square feet of living area floor space contained within the outside walls of such house, in each case exclusive of such part thereof, either attached or not, designed for use as a garage, and exclusive of porches or patios. No such dwelling house or guest house shall be erected or permitted on any of said lots which exceeds in height 20 feet from the highest finished grade line immediately adjoining the foundation of the structure, but this provision shall not be construed to exclude split-level houses. No more than one dwelling house and one guest house may be constructed on any one of said lots. Construction of all such dwelling houses and guest houses shall be of masonry, flag-stone, burned adobe or cinder block, and exterior wood surfacing of the main wall of any such structure shall not exceed twenty-five per cent of the total surface thereof. All buildings must be completed within six months after the start of construction thereof.

3. No line of any dwelling house, guest house or garage constructed on any of said lots may be closer than 10 feet to the front property line of such lot nor shall any side wall thereof be nearer than 5 feet to any side property line of such lot nor nearer than 10 feet to such side property line if such side property line is on a street.

4. No building, structure, house, tent, automobile truck or automobile trailer of any nature, **either temporary**

or permanent, not forming a part of the main dwelling, shall be built, erected, placed, or maintained on any of said lots, except a one or two car garage, with or without servants' quarters attached, but such servants' quarters shall be used only by servants, and further only by such servants as may be employed on the lot where such quarters are located. Prior to the erection or after the erection of such dwelling house, no such garage may be used for residential purposes except for servants' quarters, as above provided. Such servants' quarters shall be limited to two rooms with bath. No such garage may be commenced or erected on any of said lots until construction of the main dwelling on such lot shall have been started or contracted for, and then only if the construction of such dwelling is immediately and expeditiously pushed to completion. This paragraph shall not be applicable to a temporary building used for storage or watchman during the progress of the construction of a dwelling continuously prosecuted. No vehicles other than passenger cars and pick-up trucks may be parked in open carports.

5. No part of any of said lots or any building thereon shall be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons, whether or not suffering from any disease or disability whatsoever.

6. No animals, live-stock, poultry, birds or reptiles, either in single or plural number, shall be kept, raised or permitted on any of said lots, except that domestic dogs, cats, birds and fish, not to exceed an aggregate of three, may be kept as household pets.

7. No intoxicating liquor may be sold on any of said lots.

8. No nuisance or offensive, noisy or illegal trade, calling or transaction shall be done, suffered, or permitted upon any of said lots, nor shall any part thereof be used or occupied injuriously to the use, occupation or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said lot is situated, nor injuriously to the owner's use and occupation of any such adjacent or neighborhood premises.

9. No fence or wall higher than five feet (except a retaining wall built for the purpose of leveling grade) or hedge higher than eight feet shall be erected or maintained on any of said lots. The yard surrounding any dwelling house or guest house shall be kept in neat and sightly condition, and all structures upon each said lot shall be at all times maintained in good condition and repair.

10. All lavatories, toilets, sinks, bath tubs and showers shall be built indoors and connected with outside septic tank or cesspool until such time as a sewer line may be available within 150 feet of the dwelling house on any lot, at which time all lavatories, toilets, sinks, bath tubs and showers shall be connected with such available sewer line. This paragraph shall not prohibit the construction of a temporary outside toilet or privy for the use of workmen during the construction of a dwelling house.

11. With the exception of one "for rent" or "for sale" sign not in excess of eighteen inches by twenty-four inches in size and neat in appearance, no advertising sign, billboard, or similar device shall be erected, placed or permitted to remain on any of said lots nor placed in the window or other opening of, nor on the roof of or on or attached to any dwelling or garage in such manner as to be visible to persons outside the dwelling. This paragraph shall not preclude a residential sign, small and attractive in appearance, giving the name of the occupant or owner of the lot.

12. No structure shall be moved onto any of said lots from another location, and all construction on each such lot shall be new.

13. None of said lots shall be subdivided and no part of any of said lots shall be sold separate and apart from the remainder thereof, except to the owner of a lot contiguous thereto for annexation to such contiguous lot, in which event, the part so annexed shall become a part of the lot to which it is annexed, and the enlarged lot shall be regarded as a single lot for all purposes of this agreement.

14. The foregoing restrictions and covenants run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a majority of the owners of said lots it is agreed to change the said covenants in whole or in part. All conveyances of any of said lots made from and after the effective date of this agreement shall be subject to all of the covenants and restrictions herein contained to the same extent and in the same manner as such covenants and restrictions are applicable to said lots and their present owners.

SECTION 3

In the event that any one or more provisions hereof

or any one or more of the covenants and restrictions contained in

Section 2 hereof or the applicability thereof to any one or

more lots, persons or sets of circumstances shall ever be held by final decision of a court of competent jurisdiction to be invalid or ineffective, such holding shall not in any way affect the validity, effectiveness or enforceability of the remaining provisions hereof and the remaining covenants and restrictions contained in Section 2 hereof, nor the applicability thereof to any lots, persons or sets of circumstances not affected by such holding. If this agreement in its entirety should ever be so held to be invalid or ineffective, the instrument described in the first paragraph of the preamble hereto and all restrictions therein contained shall remain in force and effect until changed as therein provided.

SECTION 4

All of the covenants and restrictions contained in Section 2 hereof are made and entered into for the benefit of any and all persons who now may own or who may hereafter own any of said lots and such persons, as well as the original grantors of said lots and their successors and assigns, are specifically given the right to enforce these restrictions and reservations and to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any of said covenants and restrictions. Each of said covenants and restrictions shall be deemed and construed to be continuing and no waiver of any one or more thereof shall be construed to be a waiver of any others thereof or of any subsequent breach thereof,

nor shall failure to enforce any one or more thereof be construed as a waiver of such right.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 15th day of November, 1961, but actually on the dates appearing after their respective signatures.

NAME OF OWNER

W. H. H. H. H.

LOT NUMBER

35

DATE OF SIGNING

12-5-61

(Signature of Spouse, if any)

STATE OF

SS

COUNTY OF

No notary available

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared _____,

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Title of Officer)

My commission expires:

(See other parts for additional signatures.)

PART III OF AN

AGREEMENT with respect to covenants and restrictions applicable to lots 23-A to 37, inclusive, in Broken Arrow Subdivision in Coconino County, Arizona.

*** **

WHEREAS under date of August 12, 1954, there was executed by FRANK E. BRADLEY and ANN BRADLEY, his wife, as owners of all of lots 23-A to 37, inclusive, in Broken Arrow, a Subdivision of the North 1/2 of the North 1/2 of the Northeast 1/4 of Section 19, Township 17 North, Range 6 East of the Gila and Salt River Base Meridian, Coconino County, Arizona, the subdivision plat of which is recorded at pages 62 of Book 2 of the

Records of Coconino County, Arizona, (which lots are hereinafter sometimes referred to as "said lots"), an instrument creating certain restrictions applicable to said lots, which instrument is recorded at pages 506 to 508 of Book 56 of the Records of Coconino County, Arizona; and

WHEREAS it is provided in Section 9 of said instrument that the restrictions and covenants therein established shall run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1962, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners of said lots it is agreed to change said covenants in whole or in part; and

WHEREAS a majority of the owners of said lots desire to change said restrictions and covenants, as more particularly hereinafter provided;

NOW, THEREFORE, in consideration of the premises, and in consideration of the execution **hereof** by each of the signers, and of other good and valuable considerations, the receipt of

which is hereby acknowledged, each of the undersigned for himself, his heirs, executors, administrators and assigns, does hereby covenant and agree, one with the other, as follows:

SECTION 1

It is hereby expressly recited, found and declared that the undersigned (together with the spouses thereof, where indicated), are the owners of fee simple title to the respective lots designated after their names, and that the undersigned in the aggregate are a majority of the owners of said lots. The recitals contained in the preamble hereto are incorporated in this section and made a part hereof by reference.

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1. Each of said lots shall be used for single family dwelling-house purposes only, and nothing but one private dwelling with one kitchen only designed for the occupancy of one family may be erected thereon, except that (1) a guest house without kitchen may be erected on each lot in addition to the family dwelling thereon (which guest house shall not be used for rental or income purposes of any kind), and except that if a swimming pool has been constructed on any lot which also has thereon a family dwelling house, there may be constructed adjacent to such swimming pool a small bath-house and dressing room of such size and kind as are appropriate for the use of such swimming pool as a private pool, and (2) as to lots numbered 31 to 34, inclusive, each such lot shall continue to be regarded as a "business lot," but such designation shall and is hereby declared to mean only that as to the one-family dwelling erected thereon, there may be included in such dwelling one (but not more than one) room containing not more than six hundred (600) square feet of floor space to be used for practicing any lawful profession followed by any person dwelling therein or for carrying on, solely within the confines of such room, the making or sale of any items to be offered for sale by such occupant, provided such manufacture does not entail the use of any machinery or equipment the operation of which results in annoyance to or disturbance of the occupants of others of said lots. "Profession"

as used in this paragraph shall be understood to mean any of the so-called learned professions or activities pertinent to the practice of any of the recognized arts and sciences, and the supplying of personal services to the public which can be supplied without annoyance to the occupants of any of said lots, including specifically the operation of a beauty shop, hair-dressing salon, barber shop or dress-making establishment. Such room may not be used for a private nursery or other school of any kind nor may food or beverages be prepared or served therein. As to each dwelling so utilized, the restrictions hereinafter set forth which prohibit the placing of signs on said lots, are modified to permit the placing on or outside each such dwelling, a neat and well constructed sign, not in excess of two feet by three feet in size, appropriate to the carrying on of the activities engaged in in such dwelling.

2. No such dwelling house shall be erected which contains less than 1,250 square feet of living area floor space contained within the outside walls of such house, and no guest house shall be erected which contains less than 500 square feet of living area floor space contained within the outside walls of such house, in each case exclusive of such part thereof, either attached or not, designed for use as a garage, and exclusive of porches or patios. No such dwelling house or guest house shall be erected or permitted on any of said lots which exceeds in height 20 feet from the highest finished grade line immediately adjoining the foundation of the structure, but this provision shall not be construed to exclude split-level houses. No more than one dwelling house and one guest house may be constructed on any one of said lots. Construction of all such dwelling houses and guest houses shall be of masonry, flag-stone, burned adobe or cinder block, and exterior wood surfacing of the main wall of any such structure shall not exceed twenty-five per cent of the total surface thereof. All buildings must be completed within six months after the start of construction thereof.

3. No line of any dwelling house, guest house or garage constructed on any of said lots may be closer than 10 feet to the front property line of such lot nor shall any side wall thereof be nearer than 5 feet to any side property line of such lot nor nearer than 10 feet to such side property line if such side property line is on a street.

4. No building, structure, house, tent, automobile truck or automobile trailer of any nature, **either temporary**

or permanent, not forming a part of the main dwelling, shall be built, erected, placed, or maintained on any of said lots, except a one or two car garage, with or without servants' quarters attached, but such servants' quarters shall be used only by servants, and further only by such servants as may be employed on the lot where such quarters are located. Prior to the erection or after the erection of such dwelling house, no such garage may be used for residential purposes except for servants' quarters, as above provided. Such servants' quarters shall be limited to two rooms with bath. No such garage may be commenced or erected on any of said lots until construction of the main dwelling on such lot shall have been started or contracted for, and then only if the construction of such dwelling is immediately and expeditiously pushed to completion. This paragraph shall not be applicable to a temporary building used for storage or watchman during the progress of the construction of a dwelling continuously prosecuted. No vehicles other than passenger cars and pick-up trucks may be parked in open carports.

5. No part of any of said lots or any building thereon shall be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons, whether or not suffering from any disease or disability whatsoever.

6. No animals, live-stock, poultry, birds or reptiles, either in single or plural number, shall be kept, raised or permitted on any of said lots, except that domestic dogs, cats, birds and fish, not to exceed an aggregate of three, may be kept as household pets.

7. No intoxicating liquor may be sold on any of said lots.

8. No nuisance or offensive, noisy or illegal trade, calling or transaction shall be done, suffered, or permitted upon any of said lots, nor shall any part thereof be used or occupied injuriously to the use, occupation or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said lot is situated, nor injuriously to the owner's use and occupation of any such adjacent or neighborhood premises.

9. No fence or wall higher than five feet (except a retaining wall built for the purpose of leveling grade) or hedge higher than eight feet shall be erected or maintained on any of said lots. The yard surrounding any dwelling house or guest house shall be kept in neat and sightly condition, and all structures upon each said lot shall be at all times maintained in good condition and repair.

10. All lavatories, toilets, sinks, bath tubs and showers shall be built indoors and connected with outside septic tank or cesspool until such time as a sewer line may be available within 150 feet of the dwelling house on any lot, at which time all lavatories, toilets, sinks, bath tubs and showers shall be connected with such available sewer line. This paragraph shall not prohibit the construction of a temporary outside toilet or privy for the use of workmen during the construction of a dwelling house.

11. With the exception of one "for rent" or "for sale" sign not in excess of eighteen inches by twenty-four inches in size and neat in appearance, no advertising sign, billboard, or similar device shall be erected, placed or permitted to remain on any of said lots nor placed in the window or other opening of, nor on the roof of or on or attached to any dwelling or garage in such manner as to be visible to persons outside the dwelling. This paragraph shall not preclude a residential sign, small and attractive in appearance, giving the name of the occupant or owner of the lot.

12. No structure shall be moved onto any of said lots from another location, and all construction on each such lot shall be new.

13. None of said lots shall be subdivided and no part of any of said lots shall be sold separate and apart from the remainder thereof, except to the owner of a lot contiguous thereto for annexation to such contiguous lot, in which event, the part so annexed shall become a part of the lot to which it is annexed, and the enlarged lot shall be regarded as a single lot for all purposes of this agreement.

14. The foregoing restrictions and covenants run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a majority of the owners of said lots it is agreed to change the said covenants in whole or in part. All conveyances of any of said lots made from and after the effective date of this agreement shall be subject to all of the covenants and restrictions herein contained to the same extent and in the same manner as such covenants and restrictions are applicable to said lots and their present owners.

SECTION 3

In the event that any one or more provisions hereof

or any one or more of the covenants and restrictions contained in

Section 2 hereof or the applicability thereof to any one or

more lots, persons or sets of circumstances shall ever be held by final decision of a court of competent jurisdiction to be invalid or ineffective, such holding shall not in any way affect the validity, effectiveness or enforceability of the remaining provisions hereof and the remaining covenants and restrictions contained in Section 2 hereof, nor the applicability thereof to any lots, persons or sets of circumstances not affected by such holding. If this agreement in its entirety should ever be so held to be invalid or ineffective, the instrument described in the first paragraph of the preamble hereto and all restrictions therein contained shall remain in force and effect until changed as therein provided.

SECTION 4

All of the covenants and restrictions contained in Section 2 hereof are made and entered into for the benefit of any and all persons who now may own or who may hereafter own any of said lots and such persons, as well as the original grantors of said lots and their successors and assigns, are specifically given the right to enforce these restrictions and reservations and to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any of said covenants and restrictions. Each of said covenants and restrictions shall be deemed and construed to be continuing and no waiver of any one or more thereof shall be construed to be a waiver of any others thereof or of any subsequent breach thereof,

nor shall failure to enforce any one or more thereof be construed as a waiver of such right.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 15th day of November, 1961, but actually on the dates appearing after their respective signatures.

NAME OF OWNER	LOT NUMBER	DATE OF SIGNING
<u>Lynell-Elda Bryant</u>	<u>Lot 24</u>	<u>Dec 5-1961</u>
<u>Morton T Bryant</u> (Signature of Spouse, if any)		

STATE OF Indiana }
COUNTY OF Marion } SS

On this 5th day of December, 1961, before me, Frank B. Linton, the undersigned officer, personally appeared Lynell-Elda Bryant and Morton Bryant known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he and she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Frank B. Linton
Notary Public
(Title of Officer)

My commission expires:
November 6, 1962

(See other parts for additional signatures.)

PART IV OF AN

AGREEMENT with respect to covenants and restrictions applicable to lots 23-A to 37, inclusive, in Broken Arrow Subdivision in Coconino County, Arizona.

*** ***

WHEREAS under date of August 12, 1954, there was executed by FRANK E. BRADLEY and ANN BRADLEY, his wife, as owners of all of lots 23-A to 37, inclusive, in Broken Arrow, a Subdivision of the North 1/2 of the North 1/2 of the Northeast 1/4 of Section 19, Township 17 North, Range 6 East of the Gila and Salt River Base Meridian, Coconino County, Arizona, the subdivision plat of which is recorded at pages 462 of Book 2 of the

Records of Coconino County, Arizona, (which lots are hereinafter sometimes referred to as "said lots"), an instrument creating certain restrictions applicable to said lots, which instrument is recorded at pages 506 to 508 of Book 56 of the Records of Coconino County, Arizona; and

WHEREAS it is provided in Section 9 of said instrument that the restrictions and covenants therein established shall run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1962, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners of said lots it is agreed to change said covenants in whole or in part; and

WHEREAS a majority of the owners of said lots desire to change said restrictions and covenants, as more particularly hereinafter provided;

NOW, THEREFORE, in consideration of the premises, and in consideration of the execution hereof by each of the signers, and of other good and valuable considerations, the receipt of

which is hereby acknowledged, each of the undersigned for himself, his heirs, executors, administrators and assigns, does hereby covenant and agree, one with the other, as follows:

SECTION 1

It is hereby expressly recited, found and declared that the undersigned (together with the spouses thereof, where indicated), are the owners of fee simple title to the respective lots designated after their names, and that the undersigned in the aggregate are a majority of the owners of said lots. The recitals contained in the preamble hereto are incorporated in this section and made a part hereof by reference.

SECTION 2

The covenants and restrictions contained in the instrument of August 12, 1954, described in the preamble hereto, are hereby changed to read as follows:

1. Each of said lots shall be used for single family dwelling-house purposes only, and nothing but one private dwelling with one kitchen only designed for the occupancy of one family may be erected thereon, except that (1) a guest house without kitchen may be erected on each lot in addition to the family dwelling thereon (which guest house shall not be used for rental or income purposes of any kind), and except that if a swimming pool has been constructed on any lot which also has thereon a family dwelling house, there may be constructed adjacent to such swimming pool a small bath-house and dressing room of such size and kind as are appropriate for the use of such swimming pool as a private pool, and (2) as to lots numbered 31 to 34, inclusive, each such lot shall continue to be regarded as a "business lot," but such designation shall and is hereby declared to mean only that as to the one-family dwelling erected thereon, there may be included in such dwelling one (but not more than one) room containing not more than six hundred (600) square feet of floor space to be used for practicing any lawful profession followed by any person dwelling therein or for carrying on, solely within the confines of such room, the making or sale of any items to be offered for sale by such occupant, provided such manufacture does not entail the use of any machinery or equipment the operation of which results in annoyance to or disturbance of the occupants of others of said lots. "Profession"

as used in this paragraph shall be understood to mean any of the so-called learned professions or activities pertinent to the practice of any of the recognized arts and sciences, and the supplying of personal services to the public which can be supplied without annoyance to the occupants of any of said lots, including specifically the operation of a beauty shop, hair-dressing salon, barber shop or dress-making establishment. Such room may not be used for a private nursery or other school of any kind nor may food or beverages be prepared or served therein. As to each dwelling so utilized, the restrictions hereinafter set forth which prohibit the placing of signs on said lots, are modified to permit the placing on or outside each such dwelling, a neat and well constructed sign, not in excess of two feet by three feet in size, appropriate to the carrying on of the activities engaged in in such dwelling.

2. No such dwelling house shall be erected which contains less than 1,250 square feet of living area floor space contained within the outside walls of such house, and no guest house shall be erected which contains less than 500 square feet of living area floor space contained within the outside walls of such house, in each case exclusive of such part thereof, either attached or not, designed for use as a garage, and exclusive of porches or patios. No such dwelling house or guest house shall be erected or permitted on any of said lots which exceeds in height 20 feet from the highest finished grade line immediately adjoining the foundation of the structure, but this provision shall not be construed to exclude split-level houses. No more than one dwelling house and one guest house may be constructed on any one of said lots. Construction of all such dwelling houses and guest houses shall be of masonry, flag-stone, burned adobe or cinder block, and exterior wood surfacing of the main wall of any such structure shall not exceed twenty-five per cent of the total surface thereof. All buildings must be completed within six months after the start of construction thereof.

3. No line of any dwelling house, guest house or garage constructed on any of said lots may be closer than 10 feet to the front property line of such lot nor shall any side wall thereof be nearer than 5 feet to any side property line of such lot nor nearer than 10 feet to such side property line if such side property line is on a street.

4. No building, structure, house, tent, automobile truck or automobile trailer of any nature, **either temporary**

or permanent, not forming a part of the main dwelling, shall be built, erected, placed, or maintained on any of said lots, except a one or two car garage, with or without servants' quarters attached, but such servants' quarters shall be used only by servants, and further only by such servants as may be employed on the lot where such quarters are located. Prior to the erection or after the erection of such dwelling house, no such garage may be used for residential purposes except for servants' quarters, as above provided. Such servants' quarters shall be limited to two rooms with bath. No such garage may be commenced or erected on any of said lots until construction of the main dwelling on such lot shall have been started or contracted for, and then only if the construction of such dwelling is immediately and expeditiously pushed to completion. This paragraph shall not be applicable to a temporary building used for storage or watchman during the progress of the construction of a dwelling continuously prosecuted. No vehicles other than passenger cars and pick-up trucks may be parked in open carports.

5. No part of any of said lots or any building thereon shall be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons, whether or not suffering from any disease or disability whatsoever.

6. No animals, live-stock, poultry, birds or reptiles, either in single or plural number, shall be kept, raised or permitted on any of said lots, except that domestic dogs, cats, birds and fish, not to exceed an aggregate of three, may be kept as household pets.

7. No intoxicating liquor may be sold on any of said lots.

8. No nuisance or offensive, noisy or illegal trade, calling or transaction shall be done, suffered, or permitted upon any of said lots, nor shall any part thereof be used or occupied injuriously to the use, occupation or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said lot is situated, nor injuriously to the owner's use and occupation of any such adjacent or neighborhood premises.

9. No fence or wall higher than five feet (except a retaining wall built for the purpose of leveling grade) or hedge higher than eight feet shall be erected or maintained on any of said lots. The yard surrounding any dwelling house or guest house shall be kept in neat and sightly condition, and all structures upon each said lot shall be at all times maintained in good condition and repair.

10. All lavatories, toilets, sinks, bath tubs and showers shall be built indoors and connected with outside septic tank or cesspool until such time as a sewer line may be available within 150 feet of the dwelling house on any lot, at which time all lavatories, toilets, sinks, bath tubs and showers shall be connected with such available sewer line. This paragraph shall not prohibit the construction of a temporary outside toilet or privy for the use of workmen during the construction of a dwelling house.

11. With the exception of one "for rent" or "for sale" sign not in excess of eighteen inches by twenty-four inches in size and neat in appearance, no advertising sign, billboard, or similar device shall be erected, placed or permitted to remain on any of said lots nor placed in the window or other opening of, nor on the roof of or on or attached to any dwelling or garage in such manner as to be visible to persons outside the dwelling. This paragraph shall not preclude a residential sign, small and attractive in appearance, giving the name of the occupant or owner of the lot.

12. No structure shall be moved onto any of said lots from another location, and all construction on each such lot shall be new.

13. None of said lots shall be subdivided and no part of any of said lots shall be sold separate and apart from the remainder thereof, except to the owner of a lot contiguous thereto for annexation to such contiguous lot, in which event, the part so annexed shall become a part of the lot to which it is annexed, and the enlarged lot shall be regarded as a single lot for all purposes of this agreement.

14. The foregoing restrictions and covenants run with the land and shall be binding on all owners of said lots and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a majority of the owners of said lots it is agreed to change the said covenants in whole or in part. All conveyances of any of said lots made from and after the effective date of this agreement shall be subject to all of the covenants and restrictions herein contained to the same extent and in the same manner as such covenants and restrictions are applicable to said lots and their present owners.

SECTION 3

In the event that any one or more provisions hereof

or any one or more of the covenants and restrictions contained in

Section 2 hereof or the applicability thereof to any one or

more lots, persons or sets of circumstances shall ever be held by final decision of a court of competent jurisdiction to be invalid or ineffective, such holding shall not in any way affect the validity, effectiveness or enforceability of the remaining provisions hereof and the remaining covenants and restrictions contained in Section 2 hereof, nor the applicability thereof to any lots, persons or sets of circumstances not affected by such holding. If this agreement in its entirety should ever be so held to be invalid or ineffective, the instrument described in the first paragraph of the preamble hereto and all restrictions therein contained shall remain in force and effect until changed as therein provided.

SECTION 4

All of the covenants and restrictions contained in Section 2 hereof are made and entered into for the benefit of ~~any~~ and all persons who now may own or **who** may hereafter own any of said lots and such persons, as well as the original grantors of said lots and their successors and assigns, are specifically given the right to enforce these restrictions and reservations and to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any of said covenants and restrictions. Each of said covenants and restrictions shall be deemed and construed to be continuing and no waiver of any one or more thereof shall be construed to be a waiver of any others thereof or of any subsequent breach thereof,

nor shall failure to enforce any one or more thereof be construed as a waiver of such right.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 15th day of November, 1961, but actually on the dates appearing after their respective signatures.

NAME OF OWNER	LOT NUMBER	DATE OF SIGNING
Mrs. Betty M. Howard	25	12/21/61

(Signature of Spouse, if any)

STATE OF New York }
COUNTY OF New York } SS

On this 4 day of December, 1961, before me, Betty M. Howard, the undersigned officer, personally appeared Betty M. Howard, known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

HOWARD L. WALDO
NOTARY PUBLIC, State of New York
No. 43-9503500

(Title of Officer) Reg.
Comm. Exp. March 30, 1962

My commission expires:

NOTARY PUBLIC, State of New York
No. 43-9503500

Commission Expires March 30, 1962

(See other parts for additional signatures.)

No. **9669**

RECORDED AT REQUEST OF Marshall D. Graham
December 26th, A. D. 1961 at 1:00 o'clock P.M.
In Book 182 Page 500-530
of Occochee County, Arizona.

By Edna Mae Thornton County Recorder
Virginia M. Murray Deputy