

WHEN RECORDED RETURN TO:

Broken Arrow Civic Improvement Association
240 Morgan Road
Sedona, Arizona 86336

FIRST AMENDMENT
TO
CONFIRMED COVENANTS AND RESTRICTIONS
Applicable to Lot 1 to 37, inclusive,
Broken Arrow Subdivision in Coconino County, Arizona

This FIRST AMENDMENT TO CONFIRMED COVENANTS AND RESTRICTIONS ("Amendment") is made as of this 24 day of March, 2020, by the Broken Arrow Improvement Association, an Arizona nonprofit corporation ("Association").

RECITALS

WHEREAS, under date of July 25, 1952, there was executed by FRANK E. BRADLEY and ANN BRADLEY, husband and wife, as owners of all of Broken Arrow, a Sub-division located in a part of the South ½ of the Southeast ¼ of Section 18 and the North ½ of the North ½ of the Northeast ¼ 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 page 37 of Book 2 of the Map Records of Coconino County, Arizona (the lots in which Subdivision are hereinafter sometimes referred to as "said lots"), an instrument Repealing, Revoking and Releasing all previous restrictions pertaining to said subdivision, which instrument is recorded at page 565 of Book 34; and

WHEREAS, under date of July 28, 1952 there was executed by FRANK E. BRADLEY and ANN BRADLEY, husband and wife, as owners of all of Broken Arrow subdivision, an instrument creating certain restrictions applicable to said lots, which instrument is recorded at pages 576-579 of Book 34 and said restrictions were thereafter amended on August 12, 1954, which amendments were duly recorded in the office of the County Recorder, Coconino County, Arizona, at pages 506 to 508 of Book 56, and said restrictions were further amended and recorded on the 26 December, 1961 in Docket 183, pages 447 to 499 and pages 500 to 530, and said restrictions were further amended and recorded on the 4th day of June 1998 in Docket 210, pages 641 & 642 of the Official Records of Coconino County, Arizona; and

WHEREAS, the Broken Arrow Civic Improvement Association confirmed the covenants and restrictions applicable to lots 1 through 37, inclusive, in Broken Arrow Subdivision in

Coconino County through the recording of the Confirmed Covenants and Restriction at instrument No. 3458586 in the official records of Coconino County ("Declaration");

WHEREAS, pursuant to Section 2, paragraph 14 of the Declaration, the Declaration may be amended in whole or in part by a majority of the owners of lots 1 through 37, inclusive;

WHEREAS, this Amendment has been approved by a majority of the owners of lots 1 through 37, inclusive, and shall be effective immediately upon recordation pursuant to A.R.S. § 33-440(C)(4).

AMENDMENT

NOW, THEREFORE, Section 2, Paragraph 1 of the Declaration is hereby amended and restated, as follows:

Section 1: Unless otherwise provided herein, Each of said lots shall be used and devoted exclusively for single family dwelling-house purposes only. No lot, or any portion thereof, shall be leased or rented, or otherwise advertised for lease or for rent, for a term of less than thirty (30) days. No lot may be used for vacation rentals or timeshare purposes. There shall be no subleasing of Lots or assignments of leases. For purposes of this Section, lots rented or leased for a term of less than thirty (30) days shall be deemed a prohibited trade or business and shall be deemed inconsistent with "single family dwelling-house purposes." ~~and nothing but~~ Only one private dwelling with one kitchen only designed for the occupancy of one family may be erected thereon each lot, 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; except that, as to Lot 7, said lot may be used for the drilling, construction, operation and maintenance of a water well and all related facilities provided, however, that the well will be equipped with a submersible pump and motor and the noise level of the operating pump and motor will not exceed 70 decibels as measured 25 feet from the well; and (2) as to lots numbers 1 to 6 inclusive and lots numbered 31 to 34 inclusive, each such lot shall continue to be regarded as a "business lot", but such lot 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 other 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 family dwelling-house, 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 such dwelling.

Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration, this Amendment shall prevail. All capitalized terms not defined in this Amendment shall have the same definition assigned to them in the Declaration.

IN WITNESS WHEREOF, the Broken Arrow Civic Improvement Association, an Arizona nonprofit corporation, pursuant to the requirements and procedures set forth in the Declaration, has executed this Amendment as of the day and year first written above.

BROKEN ARROW CIVIC IMPROVEMENT ASSOCIATION,
an Arizona nonprofit corporation

By: Robert M. Adams

Its: President

State of Arizona)
 Yavapai) ss.
County of ~~Cochise~~)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 24th
day of March 2020, by Robert M. Adams, the President of the Broken
Arrow Civic Improvement Association, an Arizona nonprofit corporation, for and on behalf of
the corporation.

My Commission Expires: July 31, 2020 Notary Public [Signature]

