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THE BAINBRIDGE LAW FIRM, LLC
Attn: MARK J. BAINBRIDGE
8161 East Indian Bend Road, Suite 103
Scottsdale, AZ 85250

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**AMENDMENT
TO
COVENANTS AND RESTRICTIONS**
Applicable to Lots 1 to 23, inclusive,
Broken Arrow Subdivision in Coconino County, Arizona

This AMENDMENT TO COVENANTS AND RESTRICTIONS ("Amendment") is made as of this 3 day of April, 2024, by a majority of the lot owners.

RECITALS

The undersigned represent a majority of the owners of lots in the following described subdivision:

All of Broken Arrow Subdivision, a Subdivision located in a part of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 18 and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ 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 page 37 of Book 2 of the Map Records of Coconino County, Arizona.

WHEREAS, the aforementioned subdivision is composed of Lots 1-23, commonly known as "Broken Arrow A," as depicted on that certain Plat Map of "Broken Arrow Subdivision," recorded at Book 2 of Maps, Page 37, Official Records of Coconino County, composed of Lots 1-23;

WHEREAS, Broken Arrow A is subject to restrictive covenants recorded on or about July 28, 1952 at Book 34, Pages 576-579, Official Records of Coconino County (the "Original Declaration");

WHEREAS, in or about 1961, a majority of the lot owners within Broken Arrow A signed and recorded an agreement pertaining to restrictions applicable to Broken Arrow A, which agreement is recorded at Book 182, Pages 447-499, Official Records of Coconino County (the "1961 Amendment");

WHEREAS, on or about June 4, 1998, a majority of the lot owners within Broken Arrow A signed and recorded a document entitled "Amendment to Restrictions" at Document No. 1998-18017, Official Records of Coconino County (the "1998 Amendment");

WHEREAS, on or about March 26, 2020, a document entitled "First Amendment to Confirmed Covenants and Restrictions" was recorded at Document No. 3868951, Official Records of Coconino County (the "2020 Recording");

WHEREAS, the validity of the 2020 Recording has been questioned;

WHEREAS, this Amendment has been approved by a majority of the owners of Lots 1 through 23, inclusive, and shall be effective immediately upon recordation, pursuant to A.R.S. § 33-440(C)(4); and

WHEREAS, the Original Declaration, as amended, allows a majority of lot owners of Broken Arrow A to amend the covenants and restrictions applicable to Broken Arrow A.

AMENDMENT

NOW, THEREFORE, Section 2, Paragraph 1 of the 1961 Amendment, as amended by the 1998 Amendment, is hereby amended and restated, as follows:

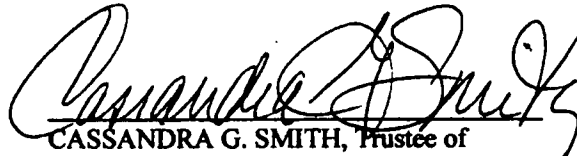
Unless otherwise provided herein, each of said lots shall be used and devoted exclusively for single family dwelling-house purposes only. No lot, or any portion thereof, shall be leased or rented, or otherwise advertised for lease or for rent, for a term of less than thirty (30) days. No lot may be used for vacation rentals or timeshare purposes. Rentals of thirty days or longer are not considered vacation rentals. 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." Only one private dwelling with one kitchen only designed for the occupancy of one family may be erected on 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 that 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 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 numbered 1 to 6 inclusive, each 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 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 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 and 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 Original Declaration, as amended by the 1961 Amendment and the 1998 Amendment, shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Original Declaration, as amended by the 1961 Amendment and the 1998 Amendment, this Amendment shall prevail. All capitalized terms not defined in this Amendment shall have the same definition assigned to them in the Original Declaration, as amended by the 1961 Amendment and the 1998 Amendment.

[Signatures to Follow]

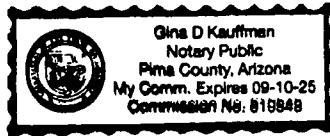
Dated: 3-4-2024



CASSANDRA G. SMITH, Trustee of
THE SMITH REVOCABLE TRUST,
dated NOVEMBER 21, 2017
Owner of Lot 3

STATE OF AZ)
County of Yuma) ss.

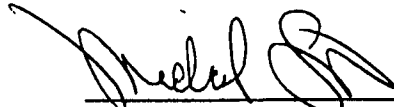
This instrument was acknowledged before me this 4 day of MARCH, 2024, by
CASSANDRA G SMITH.




Notary Public

My Commission Expires: 9.10.25

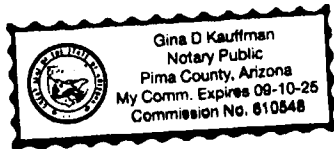
Dated: 3/4/24

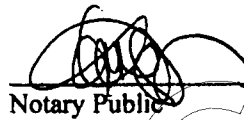


MICHAEL D. SMITH, Trustee of
THE SMITH REVOCABLE TRUST,
dated NOVEMBER 21, 2017
Owner of Lot 3

STATE OF _____)
County of _____) ss.

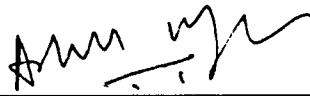
This instrument was acknowledged before me this 4 day of MARCH, 2024, by
Michael D Smith




Notary Public

My Commission Expires: 9.10.25

Dated: 3/11/2024



AASHISH GAURAV MALAVIYA,
Owner of Lot 4

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me this _____ day of _____, 20____, by

_____.

Notary Public

My Commission Expires: _____

Dated: 03/11/24

Sonal Tarve Malaviya
SONAL TARVE MALAVIYA,
Owner of Lot 4

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me this _____ day of _____, 20____, by

_____.

Notary Public

My Commission Expires: _____

3992350 Pages: 8 of 31 04/03/2024 08:41:14 AM

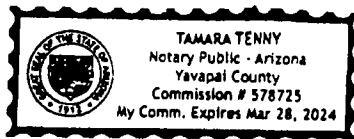
Dated: 3.5.24.

BY: _____

ITS: President

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me this 5th day of March, 2024, by John Snickers



Notary Public

My Commission Expires: March 28, 2024

Dated: 3-3-2024

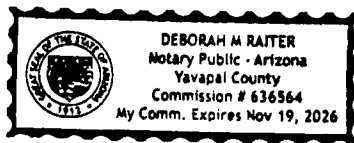
Debra Lynn Reed, Trustee
DEBRA LYNN REED, Trustee of
THE MICHAEL AND DEBRA REED
FAMILY TRUST
dated MARCH 10, 2022,
Owner of Lot 9

STATE OF ARIZONA)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by

DEBRA LYNN REED, TRUSTEE

[Signature]
Notary Public



My Commission Expires: 11/19/2026

Dated: 3-3-2024

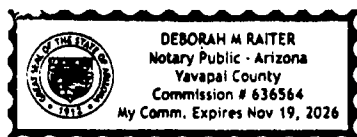
Michael Robert Reed Trustee

MICHAEL ROBERT REED, Trustee of
THE MICHAEL AND DEBRA REED
FAMILY TRUST
dated MARCH 10, 2022,
Owner of Lot 9

STATE OF ARIZONA)
) ss.
County of COCOA)

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by

MICHAEL ROBERT REED, TRUSTEE



[Signature]
Notary Public

My Commission Expires: 11/19/2026

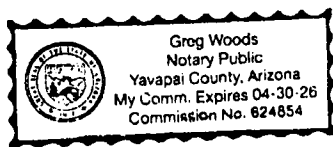
Dated: 3/5/24

MARTIN SHANKS Martin Shanks
THE MARTIN SHANKS LIVING TRUST,
Owner of Lot 10

BY: Martin Shanks
ITS: Trustee

STATE OF Arizona)
County of Yavapai) ss.

This instrument was acknowledged before me this 5 day of March, 2024, by
Martin Shanks.



[Signature]
Notary Public

My Commission Expires: 4/30/2026

Dated: 2-28-2024

Willie Eugene Ellis
WILLIE EUGENE ELLIS,
Owner of Lot 12

STATE OF ARIZONA)
County of YAVAPAI) ss.

This instrument was acknowledged before me this 28 day of FEBRUARY, 2024, by
Willie Eugene Ellis.



Jill Mogab
Notary Public

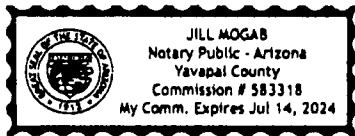
My Commission Expires: JULY 14, 2024

Dated: February 28, 2024

Patricia Ann Ellis
PATRICIA ANN ELLIS,
Owner of Lot 12

STATE OF Arizona)
County of Yavapai) ss.

This instrument was acknowledged before me this 28 day of February, 2024, by
Patricia Ann Ellis.



Jill Mogab
Notary Public

My Commission Expires: July 14, 2024

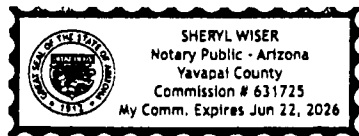
Dated: MARCH 1, 2024

Andrea B. Smith
ANDREA B. SMITH,
Owner of Lot 13

STATE OF Arizona)
County of Yavapai) ss.

This instrument was acknowledged before me this 1 day of March, 2024, by

Andrea Smith



Sheryl Wiser
Notary Public

My Commission Expires: June 22, 2024

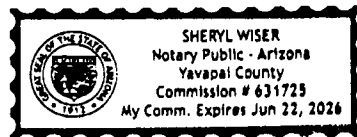
Dated: 3-1-24

Gary Smith
GARY SMITH,
Owner of Lot 13

STATE OF Arizona)
County of Yavapai) ss.

This instrument was acknowledged before me this 1 day of MARCH, 2024, by

Gary Smith



Sheryl Wiser
Notary Public

My Commission Expires June 22, 2026

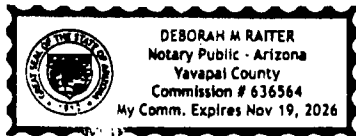
Dated: 3-3-2024

Kathryn W. Myers, Trustee

KATHRYN W. MYERS, Trustee of
THE KWM REVOCABLE TRUST,
dated APRIL 24, 2023
Owner of Lot 14

STATE OF Arizona)
) ss.
County of Cocconino)

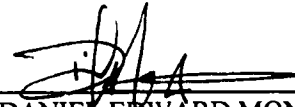
This instrument was acknowledged before me this 3rd day of MARCH, 2024, by
KATHRYN W. MYERS, TRUSTEE.



[Signature]
Notary Public

My Commission Expires: 11/19/2024


Dated: 2/16/2024



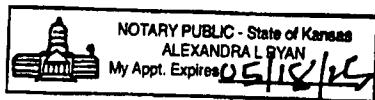
DANIEL EDWARD MONROE,
Owner of Lot 15

STATE OF KANSAS)
County of DHONGON) ss.

This instrument was acknowledged before me this 16TH day of FEBRUARY, 2024 by
DANIEL EDWARD MONROE



Notary Public



My Commission Expires: 05/18/25

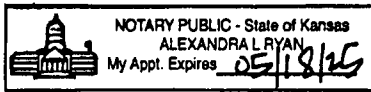
Dated: 2/16/24

Tiffany Scalzitti Monroe
TIFFANY SCALZITTI MONROE,
Owner of Lot 15

STATE OF KANSAS)
County of JOHNSON) ss.

This instrument was acknowledged before me this 16th day of February, 2024, by
TIFFANY SCALZITTI MONROE

Alex
Notary Public



My Commission Expires: 05/18/25

Dated: 3.5.2024

William Alan Heath Trustee

WILLIAM ALAN HEATH, Trustee of
THE HEATH FAMILY TRUST,
dated MARCH 27, 2021
Owner of Lot 16

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me this _____ day of _____, 20____, by

_____.

Notary Public

My Commission Expires: _____

personal services to the public which can be supplied without annoyance to the occupants of any 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 and 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 Original Declaration, as amended by the 1961 Amendment and the 1998 Amendment, shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Original Declaration, as amended by the 1961 Amendment and the 1998 Amendment, this Amendment shall prevail. All capitalized terms not defined in this Amendment shall have the same definition assigned to them in the Original Declaration, as amended by the 1961 Amendment and the 1998 Amendment.

[Signatures to Follow]

Acceptance of Trust by Successor Trustee

The Heath Family Trust Dated March 27, 2021

On March 27, 2021, Byron Bushnell Heath and Rosemary Germaine Heath entered into a revocable living trust agreement known as the Heath Family Trust ("the trust") wherein they were designated Trustors and initial Trustees.

1. *Deaths of the Trustors.* Rosemary Germaine Heath died on December 1, 2021, leaving Byron Bushnell Heath as the sole surviving Trustor and Trustee of the Trust. Byron Bushnell Heath then died on May 31, 2023. A copy of the death certificate of Byron Bushnell Heath is attached hereto.

2. *Acceptance by Successor Trustee(s).* William Alan Heath is designated as Successor Trustee in Section 3.03(a) of the trust, and as such, he assumes all rights and responsibilities of the initial Trustees. By his signature below, William Alan Heath accepts the Trusteeship over this trust, and agrees to faithfully perform his responsibilities as Successor Trustee in accordance with the provisions of the trust agreement and in accordance with the laws of the State of Arizona or any other jurisdiction which may be involved in the administration of the trust.

Dated: July 12, 2023

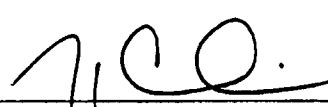

William Alan Heath, Trustee

STATE OF ARIZONA)

COUNTY OF MARICOPA)

) ss.

This instrument was acknowledged before me on July 12, 2023, by William Alan Heath, as Trustee.


Notary Public



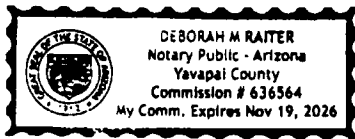
Acceptance of Trust
The Heath Family Trust
Page 1 of 1

Dated: 3-3-2024

G. Joseph Reddington
G. JOSEPH REDDINGTON.
Owner of Lot 18

STATE OF ARIZONA)
) ss.
County of PINAL)

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by
G. JOSEPH REDDINGTON.



[Signature]
Notary Public

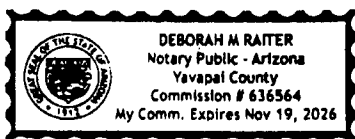
My Commission Expires: 11/19/2026

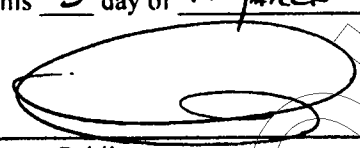
Dated: 3-3-2024


JUDITH J. REDDINGTON,
Owner of Lot 18

STATE OF ARIZONA)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 3rd day of March, 2024, by
JUDITH J. REDDINGTON.





Notary Public

My Commission Expires: 11/19/2026

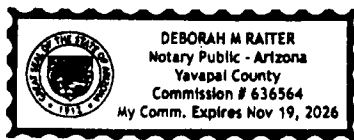
Dated: 3-3-2024

G. Joseph Reddington
G. JOSEPH REDDINGTON
Owner of Lot 19

STATE OF Arizona)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 3rd day of March, 2024, by

G. Joseph Reddington.



[Signature]
Notary Public

My Commission Expires: 11/19/2026

Dated: 3-3-2024

Judith J. Reddington
JUDITH J. REDDINGTON,
Owner of Lot 19

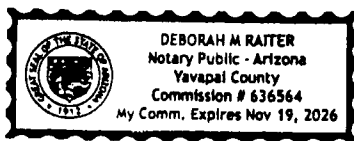
STATE OF ARIZONA)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by

JUDITH J. REDDINGTON.

[Signature]

Notary Public



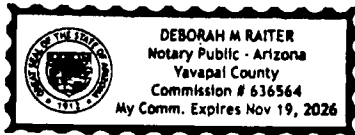
My Commission Expires: 11/19/2026

Dated: 3-3-2024

Gary Linden
GARY LINDEN,
Owner of Lot 20

STATE OF ARIZONA)
County of COCONINO) ss.

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by
GARY LINDEN.



[Signature]
Notary Public

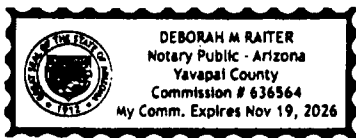
My Commission Expires: 11/19/2026

Dated: 3-3-2024

Katherine Linden
KATHERINE LINDEN
Owner of Lot 20

STATE OF ARIZONA)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by
KATHERINE LINDEN.



[Signature]
Notary Public

My Commission Expires: 11/19/2026

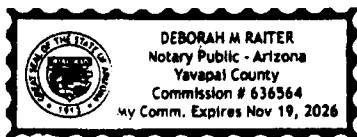
Dated: 3-3-2024

 Trustee

CHRISTINE K. ADAMS, as Trustee of
THE R & C ADAMS FAMILY TRUST
Under Trust Agreement
dated DECEMBER 27, 1994
Owner of Lot 21

STATE OF Arizona)
County of Cocconino) ss.

This instrument was acknowledged before me this 3rd day of March, 2024, by
CHRISTINE K. ADAMS, TRUSTEE




Notary Public

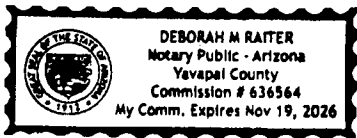
My Commission Expires: 11/19/2026

Dated: 3-3-2024

Robert M Adams Trustee
ROBERT M. ADAMS, as Trustee of
THE R & C ADAMS FAMILY TRUST
Under Trust Agreement
dated DECEMBER 27, 1994
Owner of Lot 21

STATE OF ARIZONA)
) ss.
County of COCONINO)


This instrument was acknowledged before me this 3rd day of MARCH, 2024, by
ROBERT M. ADAMS, TRUSTEE



[Signature]
Notary Public

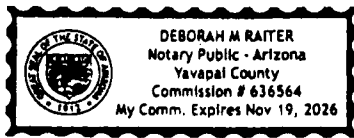
My Commission Expires: 11/19/2026


Dated: 3-3-2024


EDWARD S. CUTLER.
Owner of Lot 22

STATE OF ARIZONA)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 3rd day of MARCH, 2024, by
EDWARD S. CUTLER.




Notary Public

My Commission Expires: 11/19/2026

Dated: 3-3-2024

Karen M Cutler

KAREN M. CUTLER,
Owner of Lot 22

STATE OF Arizona)
) ss.
County of Coconino)

This instrument was acknowledged before me this 3rd day of March, 2024, by
KAREN M. CUTLER.



[Signature]
Notary Public

My Commission Expires: 11/19/2026

Unofficial Copy

This document is a full, true and correct
copy of the original recorded in this office.

Attest MAY 8 2024

PATTY HANSEN

COCONINO COUNTY RECORDER

State of Arizona, County of Coconino

By [Signature] Deputy

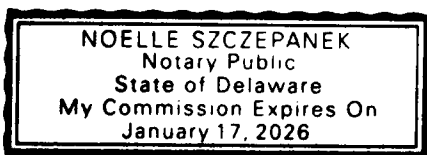
Dated: 5/13/2024

Warren L. H. Butt

WARREN BUTT, Trustee of
THE BUTT FAMILY TRUST U/T/A
dated JANUARY 19, 1988, AS AMENDED
Owner of Lot 17

STATE OF Delaware)
County of New Castle) ss.

This instrument was acknowledged before me this 13th day of March, 2024, by



[Signature]
Notary Public

My Commission Expires: 1/17/24

Unofficial

**SEZ REAL ESTATE LLC,
an Arizona limited liability company
Owner of Lot 23**

By: Stephen Darcy LLC,
a California limited liability company
Its: Manager and Member

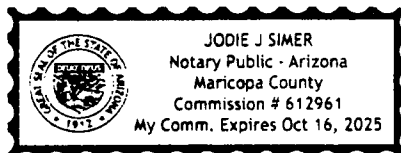
By: [Signature]
Stephen Darcy
Its: Authorized Signer

2/2/24
Date

STATE OF Arizona)
County of Maricopa) ss.

This instrument was acknowledged before me this 6th day of February, 20 24 by
Stephen Darcy.

[Signature]
Notary Public



My Commission Expires: 10.16.2025