



When Recorded Return to:

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

Space Reserved for County Recorder

**AMENDMENT
TO
COVENANTS AND RESTRICTIONS**

Applicable to Lots 23A-37, inclusive,
Broken Arrow Subdivision in Coconino County, Arizona

This AMENDMENT TO COVENANTS AND RESTRICTIONS ("Amendment") is made
as of this 8th day of May, 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 Lots in BROKEN ARROW SUBDIVISION LOTS 23A to 37 (inclusive) in
the N1/2N1/2NE1/4 of SECTION Nineteen (19), Township 17 North, Range 6
East of the Gila and Salt River Base and Meridian, Coconino County, Arizona,
recorded in Book 2 of Maps & Plats, page 62, records of Coconino County,
Arizona.

WHEREAS, the aforementioned subdivision is composed of Lots 23A-37, commonly
known as "Broken Arrow B," as depicted on that certain Plat Map of "Broken Arrow Subdivision,"
recorded at Book 2 of Maps, Page 62, Official Records of Coconino County, composed of Lots
23A-37;

WHEREAS, Broken Arrow B is subject to restrictive covenants recorded on or about
August 12, 1954 at Book 56, Pages 506-508, Official Records of Coconino County (the "Original
Declaration");

WHEREAS, in or about 1961, a majority of the lot owners within Broken Arrow B signed
and recorded an agreement pertaining to restrictions applicable to Broken Arrow B, which
agreement is recorded at Book 182, Pages 500-530, Official Records of Coconino County (the
"1961 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, this Amendment has been approved by a majority of the owners of Lots 23A through 37, 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 B to amend the covenants and restrictions applicable to Broken Arrow B.

AMENDMENT

NOW, THEREFORE, Section 2, Paragraph 1 of the 1961 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; and (2) as to lots numbered 31 to 34, 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 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, 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.

[Signatures to Follow]

Unofficial Copy

Dated: 4-26-2024

Diana Bernstein

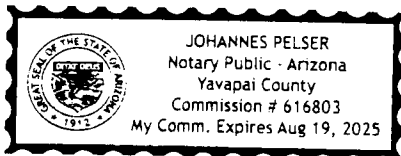
DIANA BERNSTEIN, as Trustee of the
Bernstein Revocable Living Trust
Owner of Lot 23A

STATE OF ARIZONA)
) ss.
County of YAVAPAI)

This instrument was acknowledged before me this 26 day of April, 2024 by

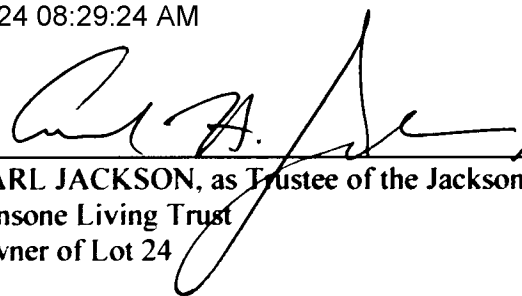
DIANA BERNSTEIN

Johannes Pelsner
Notary Public



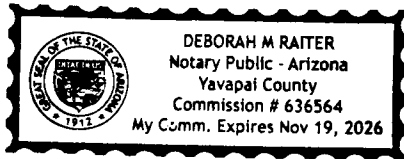
My Commission Expires: August 19, 2025

Dated: 5/5/2024


CARL JACKSON, as Trustee of the Jackson
Sansone Living Trust
Owner of Lot 24

STATE OF ARIZONA)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 5th day of May, 2024, by
CARL JACKSON, TRUSTEE.





Notary Public

My Commission Expires: 11/19/2026

Unofficial

Dated: 5/5/24

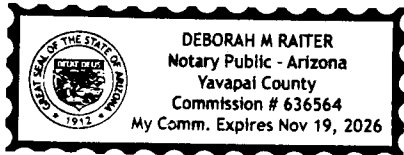
Jodi Sansone, TTE

JODI SANSONE, as Trustee of the Jackson
Sansone Living Trust
Owner of Lot 24

STATE OF Arizona)
) ss.
County of Pocahontas)

This instrument was acknowledged before me this 5th day of May, 2024, by

JODI SANSONE, TRUSTEE.



[Signature]
Notary Public

My Commission Expires: 11/19/2026

Unofficial

Dated: MAY 7, 2024

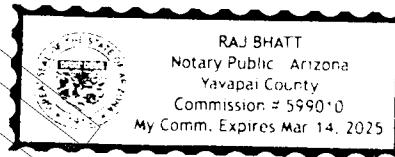
David A. Soto
DAVID A. SOTO.
Owner of Lot 25

STATE OF Arizona,
County of Yavapai) ss.

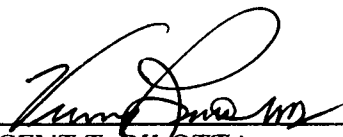
This instrument was acknowledged before me this 7th day of May, 2024 by
David A. Soto.

[Signature]
Notary Public

My Commission Expires: March 14, 2025



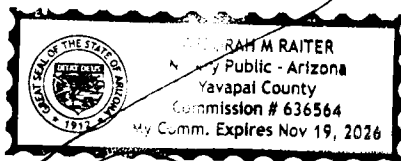
Dated: 5/5/2024


VINCENT T. BILOTTA,
Owner of Lot 26

STATE OF ARIZONA)
) ss.
County of COCONINO)

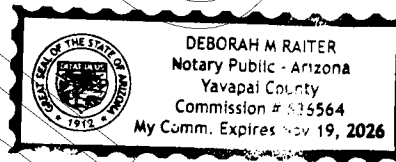
This instrument was acknowledged before me this 5th day of MAY, 2024, by

VINCENT T. BILOTTA



Notary Public

My Commission Expires: 11/19/2026



Dated: 4-15-24

Analiza S. Bilotta
ANALIZA S. BILOTTA.
Owner of Lot 26

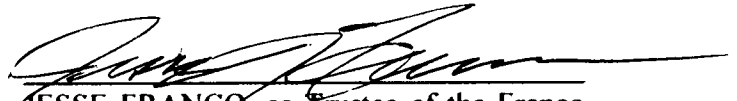
STATE OF _____)
County of _____) ss.

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

Notary Public

My Commission Expires: _____

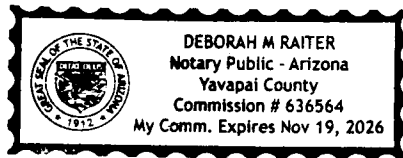
Dated: 5/5/2024



JESSE FRANCO, as Trustee of the Franco
Family Trust
Owner of Lot 27

STATE OF Arizona)
) ss.
County of COCONINO)

This instrument was acknowledged before me this 5th day of MAY, 2024, by

JESSE FRANCO, TRUSTEE.





Notary Public

My Commission Expires: 11/19/2026

Unofficial

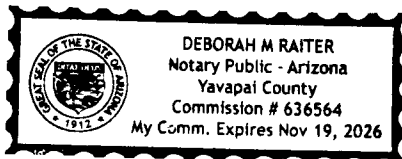
Dated: 5/5/2024

Deena Franco, Trustee
DEENA FRANCO, As Trustee of the Franco
Family Trust
Owner of Lot 27

STATE OF ARIZONA)
) ss.
County of PINAL)

This instrument was acknowledged before me this 5TH day of MAY, 2024, by

DEENA FRANCO, TRUSTEE.



[Signature]
Notary Public

My Commission Expires: 11/19/2026

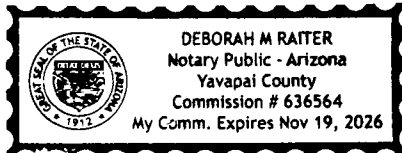
Unofficial

Dated: 5/5/2024

J. M. L.
JACK MONTGOMERY,
Owner of Lot 28

STATE OF ARIZONA)
) ss.
County of COCANINO)

This instrument was acknowledged before me this 5th day of May, 2024, by
JACK MONTGOMERY.



[Signature]
Notary Public

My Commission Expires: 11/19/2026

Unofficial

Dated: 04/16/2024

KAREN M. FARMER
KAREN M. FARMER,
Owner of Lot 32

STATE OF Arizona)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 16 day of April, 2024, by
Karen Farmer.



Jeffrey Martin
Notary Public

My Commission Expires: 01/29/2028

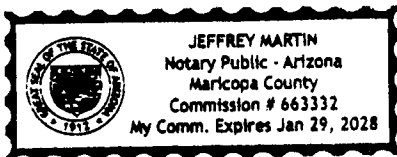
Unofficial

Dated: 4/16/24

Thomas J. Farmer
THOMAS J. FARMER,
Owner of Lot 32

STATE OF Arizona)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 16 day of April, 2024, by
Thomas J. Farmer.



Jeffrey Martin
Notary Public

My Commission Expires: 01/29/2028

Dated: 5/3/24

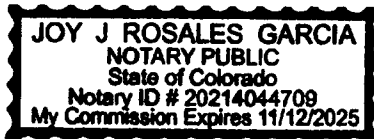
Allyson K. Friedman

ALLYSON K. FRIEDMAN, as Trustee for
the Allyson K. Friedman Living Trust,
Owner of Lot 37

BY: Allyson K. Friedman
ITS: Trustee

STATE OF Colorado)
County of Summit) ss.

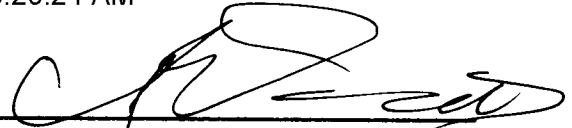
This instrument was acknowledged before me this 3rd day of May, 2024, by
Allyson K. Friedman.



Jay Rosales
Notary Public

My Commission Expires: 11/12/2025

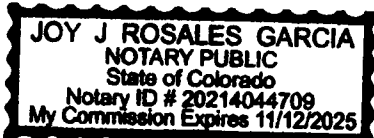
Dated: 5/3/24


VIDOR E. FRIEDMAN, as Trustee for the
Allyson K. Friedman Living Trust,
Owner of Lot 37

BY: Vidor E. Friedman
ITS: Trustee

STATE OF Colorado)
County of Summit) ss.

This instrument was acknowledged before me this 3rd day of May, 2024, by
Vidor E. Friedman.




Notary Public

My Commission Expires: 11/12/2025