


WALTER E SHRODE
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SEDONA, AZ 86336

Official Records of Coconino County 3458586
Candace Owens - Recorder 09/19/2007 12:08 PM Pgs: 7
WALTER SHRODE SR \$16.00


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Unofficial Copy

Confirmed Covenants and Restrictions

Applicable to lots 1 to 37, inclusive,
Broken Arrow Subdivision in Coconino County, Arizona.
As of the 14th day of August, 2007

WHEREAS under date of July 25, 1952, there was executed by FRANK E. BRADLEY and ANN BRADLEY, his wife, as owners of all of Broken Arrow, a Sub-division 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 (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, his 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 182, 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 2110, pages 641 & 642 of the Official Records of Coconino County, Arizona; and

WHEREAS it is the desire of said lot owners to have confirmed the now in force covenants and restrictions applicable to lots 1 to 37, inclusive, in Broken Arrow Subdivision in Coconino County, and

WHEREAS on 12 November, 2006 a duly convened quorum of the Broken Arrow Civic Improvement Association (B.A.C.I.A.) authorized said Association to obtain the services of an attorney to confirm the accuracy of said restrictions and covenants, as more particularly hereinafter provided;

NOW, THEREFORE, 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 does hereby confirm and agree, one with the other, that after a due diligence review by the Law firm of Carpenter, Hazelwood, Delgado & Wood, PLC (copy of their findings attached) it is their belief that the covenants and restrictions as hereinafter set forth are, to the best of their knowledge, complete and accurate, as follows:

SECTION 2

The covenants and restrictions contained in the instrument of July 28, 1952, as amended, described in the preamble hereto, 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; 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 numbered 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 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 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 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 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 immediate 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 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 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 in 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. Lots 1-23 inclusive, except as to Lot 7, no fence or wall higher than six 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, provided, however, that the entrance to the access easement to Lot 7 at Morgan Road will be fenced. In regard to Lots 23A-37 inclusive, no fence or wall can be higher than five (5) feet 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 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 4TH Day of SEPT, 2007.

Walter Eric Shrode
Walter Eric Shrode

President

Phyllis Lindberg
Phyllis Lindberg

Vice-President

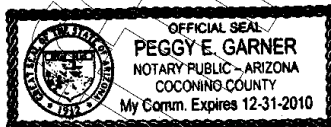
Jodi Sansone
Jodi Sansone

Secretary / Treasurer

STATE OF ARIZONA
COUNTY OF YAVAPAI

On this the 4TH day of SEPT, 2007, before me, Peggy E Garner, the undersigned officer, personally appeared the above signatories, known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledge that they executed the same for the purpose therein contained.

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



Peggy E Garner
Superior Banker
Title of Officer

My commission expires 12-31-2010



CARPENTER HAZLEWOOD

Carpenter, Hazlewood, Delgado & Wood, PLC

e-mail: mark@carpenterhazlewood.com

August 14, 2007

ATTORNEY-CLIENT
PRIVILEGED COMMUNICATION

SENT VIA U.S. MAIL & EMAIL (pdf format)

Broken Arrow Civic Improvement Association
c/o Eric Shrode
238 Paramount Drive
Sedona, Arizona 86336

RE: Broken Arrow Subdivision Covenants and Restrictions

Dear Mr. Shrode:

We were asked to research Broken Arrow's Covenants and Restrictions in order to address the following issues you posed in your letter dated June 18, 2007:

1. Confirm that the summary document you produced in fact accurately contains the now existing covenants and restrictions as they pertain to Lots 1-37, as recorded in the Coconino County Courthouse.
2. Confirm that there are no other recorded documents pertaining to the Broken Arrow Subdivision (Lots 1-37) other than the ones referenced in the summary document.
3. Advise you regarding whether the documents pertaining to Lots 38-61 have any effect on the homeowners of Lots 1-37:

First, we performed a title search through a title company to retrieve all Covenants and Restrictions applicable to Broken Arrow. Each document produced was duplicative of the Covenants and Restrictions which you provided to us. Therefore, we are fairly

Attorneys

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Carpenter, Hazlewood, Delgado & Wood, PLC
Broken Arrow Civic Improvement Association
August-14, 2007
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confident that you are in possession of all recorded Covenants and Restrictions relating to Broken Arrow.

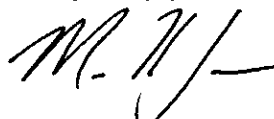
Next, we read the Covenants and Restrictions pertaining to Lots 38-61 in "Broken Arrow West." It appears that the Covenants and Restrictions pertaining to these lots have no effect on Lots 1-37 in Broken Arrow. The Covenants and Restrictions pertaining to Lots 38-61 pre-date all amendments made to the documents pertaining to Lots 1-37 and the original Conditions and Restrictions for Lots 38-61 as well as all amendments appear to apply only to Lots 38-61 which were specifically referred to therein.

Finally, we read through each applicable set of Covenants and Restrictions pertaining to Lots 1-37 to confirm that the summary document you produced is complete and accurate. Overall, the summary document was accurate, with the exception of the following corrections:

1. Section 2, Paragraph 1, line 7: Should read "Dwelling House," instead of "Dwelling."
2. Section 2, Paragraph 9: Should contain a separate explanation that with regard to Lots 23A-37 inclusive, no fence or wall can be higher than five feet. Regarding Lots 1-23, the statement is correct as stated, as the 1998 Amendment applies only to Lots 1-23, which allows the walls to be six feet high (with the additional exception of Lot 7 which is stated correctly).
3. Section 2, Paragraph 13, line 3: Should read "for," instead of "fro."
4. Section 4, line 7: Should read "deemed," instead of "seemed."
5. Final page: Should read "State" of Arizona, instead of "Statre."

Other than the few corrections stated above, the "Confirmed Covenants and Restrictions" appears to be a complete document which accurately contains the existing covenants and restrictions as they pertain to Lots 1-37 in the Broken Arrow subdivision. If you have any questions or concerns with our analysis, please feel free to contact me.

Very truly yours,



Mark K. Sahl, Law Clerk
for

CARPENTER, HAZLEWOOD, DELGADO & WOOD, PLC

MKS/ar