EXHIBIT 1

BROKEN ARROW SUBDIVISION

SEDONA, ARIZONA

FRANK E. BRADLEY and ANN BRADLEY
husband and wife, OWNERS

KNOW ALL MEN BY THESE PRESENTS: That FRANK E. BRADLEY and ANN BRADLEY, husband and wife, being owners of:

> All of the Lots and Blocks in the BROKEN ARROW SUBDIVISION, a subdivision located in and being a part of the S½ of the SE¼ of Section 18, and the N½N½ of the NE¼, of Section 19, Township 17 North, Range 6 East, G&SRB&M, Coconino County, Arizona, according to the plat of Record in the Office of the County Recorder of Coconino County, Arizona, in Book 2, of Maps, pages 37, Official Records of said County and State,

hereby declare the following restrictions shall apply to all lots and blocks in said subdivision:

1. That said Lots shall be used for single family dwelling house purposes only, excepting business Lots hereinafter specified.

2. That no dwelling house shall be erected which contains less than 1000 square feet of ground floor area, and no guest house containing less than 750 square feet of ground floor area, exclusive of such part of a building either attached or not, used for a garage, also exclusive of porches or patios; and no residence shall be built more than two stories in height; nor more than one (1) residence and 1 guest house be built on one (1) Lot. Construction of all houses to be masonry, flagstone, adobe, cinder block stuccoed or rock veneered, and all buildings to be completed within six months after construction is started.

3. The lines of the walls nearest the front property line of any dwelling house or any garage incident thereto,

built on any Lot or portion thereof, shall be not less than 10 feet from the front property line, and the side walls thereof shall not be closer than 5 feet from the side property line, and not closer than 10 feet from the side property line if such property line is on a street, excepting however, any garage detached from the main building, which may be placed on either side or back property line.

4. No building or structure or house or trailer of any nature, detached from the main building either temporary or permanent, shall be built, erected, placed or maintained on any Lot, except a garage, limited to a two-car garage with or without servants' quarters attached, but such servants' quarters shall only be used by servants, and further, only by such servants who are employed on the premises where such quarters are located. No garage shall be commenced or erected on any Lot until construction of the main building on such Lot, complying with these restrictions, shall be started or contracted for with a responsible contractor approved by the Grantors. This paragraph shall not apply to any temporary building used for storage or watchman during the progress of construction continuously prosecuted.

5. No part of said Lots shall be used as a hospital or sanitarium or other place for hire, for the care of entertainment of persons suffering from any disease or disability whatsoever.

6. No livestock or poultry shall be kept on said Lots.

7. No business shall be conducted on any residential lot, and no intoxicating liquor shall be sold on residential lots. That intoxicating liquor may be sold on business lots upon the approval of the Grantors. Improvements on all business Lots

may be constructed up to the front and within 2 feet of the lot line.

8. That no use shall be made of any Lot that will constitute a nuisance, or injure the value of neighboring Lots and no spite fence or either struction shall ever be erected.

9. The foregoing restrictions and covenants run with the land and shall be binding on all owners of said Lots and all persons claiming under then 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 the Lots, it is agreed to change the said covenants in whole or in part.

10. No outside toilets shall be erected on the premises except during preliminary construction of living accommodations.

11. Trailer houses may be placed on said lots if housed in a garage or other similar building, not to be exposed openly and not to be used as a dwelling unit after the dwelling house on said lots or lot is completed.

12. No lot or lots shall be split and no part or parts of a lot shall be sold.

13. The business district shall be confined to those lots Numbered 1 to 7 inclusive, fronting on Sedona Rimrock Highway.

If there shall be a violation or threatened or attempted violation of any of said restrictions, it shall be lawful for any other person or persons owning any of said Lots in this subdivision to prosecute any proceeding at law or in equity against the person of said restrictions, and to either restrain or enjoin such violation or to recover damages or other dues for such violation.

Should any of the restrictions herein contained be held to be invalid or void, such invalidation or voidence of any such restrictions shall in no way affect the validity of the rest of the restrictions.

IN WITNESS WHEREOF, FRANK E. BRADLEY and ANN BRADLEY, have hereunto set their hands the 28 day of July 1952.

Frank E Bradley

Ann Bradley

STATE OF ARIZONA :
: ss
COUNTY OF COCONINO :

This instrument was acknowledged before me this 28 day of July 1952 by Frank E. Bradley and Ann Bradley.

F M Goel
Notary Public

Commission expires:
4-4-1954

No. 1861
RECORDED AT REQUEST OF F. M. Gold
July 28th A. D. 19 52 At o'clock M
In Book 34 Official Recs Pages 576-579
Records of Coconino County, Ariz.
Edna Mae Thornton County Recorder
By Edna L Bishopp Deputy

PART I OF AN

AGREEMENT with respect to covenants and restrictions applicable to lots 1 to 23, inclusive, in Broken Arrow Subdivision in Coconino County, Arizona.

*** *** ***

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, a Subdivision located in a part of the South 1/2 of the Southeast 1/4 of Section 18 and 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 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 creating certain restrictions applicable to said lots, which instrument is recorded at pages 576 to 579 of Book 34 of the Official 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 July 28, 1952, 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 1 to 7 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 rooms 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

DOCKET 182 PAGE 449

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	Robert M. Dunwoody Marcelle P. Dunwoody (Signature of Spouse, if any)	12	November 26, 1961
2	Elizabeth H. Metcalf (Signature of Spouse, if any)	15, 18, 19	Nov. 26, 1961
3	Eva L. Davis Serges L. Davis (Signature of Spouse, if any)	10	Nov. 26, 1961
4	Clair V. Cooke Elinor W. Cooke (Signature of Spouse, if any)	22	Nov. 26, 1961
5	Edith B. Adams (Signature of Spouse, if any)	23	Nov-26-1961
6	Thelma P. Young P.C. Albert Young (Signature of Spouse, if any)	20	Nov-26-1961
7	Louise Covington Myriam N. Reynolds (~~Signature of Spouse, if any~~)	13	Nov 26-1961
	(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 Arizona)
COUNTY OF Cochise) SS

1. On this the 26 day of December, 1961, before me, Marian R. Thiem, the undersigned officer, personally appeared Robert M. & Marcella P. Dunwoody, known to me to be the person(s) whose name(s) ~~is~~ (are) subscribed to the within instrument and acknowledged that ~~it~~ they executed the same for the purpose therein contained.

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

Marian R. Thiem
Notary Public
Title of Officer

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Arizona)
COUNTY OF Cochise) SS

2. On this the 26 day of December, 1961, before me, Marian R. Thiem, the undersigned officer, personally appeared Elizabeth H. Metcalf, 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 A. Wilson
Notary Public
(Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Arizona)
) SS
COUNTY OF Coconino)

3. On this 26 day of November, 1961, before me, Marian A. Wilson, the undersigned officer, personally appeared Eva L. and Sergei L. Davis, 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 A. Wilson
Notary Public
(Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Arizona)
) SS
COUNTY OF Coconino)

4. On this the 26 day of November, 1961, before me, Marian A. Wilson, the undersigned officer, personally appeared Clair V. and Elinor T. Cooke, 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.

Marian A. Wilson
Notary Public
(Title of Officer)

My commission expires _____
My Commission Expires Aug. 20, 1963

STATE OF Oregon)
) SS
COUNTY OF Coos)

5. On this the 26 day of December, 1961, before me, Marian R. Shreve, the undersigned officer, personally appeared Edith B. Adams, 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 R. Shreve
Notary Public
(Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

6. STATE OF Oregon)
) SS
COUNTY OF Coos)

On this 26 day of December, 1961, before me, Marian R. Shreve, the undersigned officer, personally appeared Helma P. & P. Calhoun Young, 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 R. Shreve
Notary Public
(Title of Officer)

MARIAN R. SHREVE NOTARY PUBLIC COOS COUNTY, OREGON

My commission expires My Commission Expires Aug. 20, 1963

STATE OF Arizona)
1, COUNTY OF Coconino) SS

On this the 26 day of November, 1961, before me, Mariam A. Wilson, the undersigned officer, personally appeared Louise Covington & Myriam M Reynolds, 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.

MARIAM A. WILSON NOTARY PUBLIC COCONINO CO. ARIZ.

Mariam A. Wilson
Notary Public
(Title of Officer)

My commission expires My Commission Expires Aug. 20, 1963

STATE OF _____)
COUNTY OF _____) SS

On this the _____ 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 hereunto set my hand and official seal.

_____

_____
(Title of Officer)

My commission expires _____

(See other parts for additional signatures.)

Docket 182, pages 458 through 498 are duplicate copies of the restrictions contained on pages 447 through 457, with counterpart signatures of various lot owners.

When Recorded Return to:

First American Title Insurance
Agency of Yavapai, Inc.
106 Roadrunner, Suite One
P.O. Drawer 159
Sedona, AZ 86339

119514

CANDACE OWENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY
INST: 98-18017 FEE:$ 30.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 06/04/1998 TIME: 11:15
DKT: 2110 PG: 641 PAGES: 025

AMENDMENT TO RESTRICTIONS
BROKEN ARROW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

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

> all of Broken Arrow, a Subdivision 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

do hereby amend the Restrictions for Broken Arrow Subdivision as recorded on the 28th day of July 1952 in book 34, Official Records of Coconino County, pages 576-579, and as amended on the 5th day of November 1961 in Docket 182, pages 447-499, as follows:

1. Section 2, paragraph 1 of the amended Covenants and Restrictions as recorded in Docket 182, pages 447-499, is amended to read as follows:

> 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

2110-641

9

measured 25 feet from the well; and (2) as to lots numbered 1 to 6 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. Section 2, paragraph 9 of the amended Covenants and Restrictions is amended to read as follows:

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. 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.

3. Except as herein amended, the restrictions recorded July 28, 1952, in book 34, pages 576-579 of Official Records of Coconino County, Arizona, and as amended on the 5th day of November 1961 in Docket 182, pages 447-499, are in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____ 1998.

C:\AMC\ PHIL\LE\PGC\AGRMTS\SD\AMEND3.BAS
RWG DMC 03/17/98

2110-642

EDMUND D. GREENER, JR.

JUDITH E. GREENER

Owner of Lot 5

Owner of Lot 5

BEVERLY G. BENYI

Beverly G. Benyi
Owner of Lot 5

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Edmund D. Greener, Jr.

My Commission Expires:

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Judith E. Greener.

My Commission Expires:

_____

Notary Public

STATE OF NC.)
) ss.
COUNTY OF Henderson)

This instrument was acknowledged before me this 5th day of February 1998 by Beverly G. Benyi.

My Commission Expires:
9/26/99

Kathy J. Drake
Notary Public

2110-643

EDMUND D. GREENER, ~~Sr.~~

Edmund D. Greener
Owner of Lot 5

JUDITH E. GREENER

Owner of Lot 5

BEVERLY G. BEWYI

Owner of Lot 5

STATE OF Michigan)
) ss.
COUNTY OF Wayne)

This instrument was acknowledged before me this 2nd day of February 1998 by Edmund D. Greener, ~~Sr.~~

My Commission Expires:
12/30/01

Cynthia S. Bell
Notary Public

CYNTHIA S BELL
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. DEC. 30,2001

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Judith E. Greener.

My Commission Expires:
_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Beverly G. Bewyi.

My Commission Expires:
_____

Notary Public

2110-644

EDMUND D. GREENER, JR.

JUDITH E. GREENER

Owner of Lot 5

Judith E. Greener
Owner of Lot 5

BEVERLY G. BEWYI

Owner of Lot 5

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Edmund D. Greener, Jr.

My Commission Expires:
_____

_____
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 2nd day of February 1998 by Judith E. Greener.

My Commission Expires:
October 20 2000

Vita A. Rose
Notary Public

VITA A. ROSE
MY COMMISSION EXPIRES
October 20, 2000

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Beverly G. Bewyi.

My Commission Expires:
_____

_____
Notary Public

C:\WC\ PHIL\EVPOC\AGRMTS\SOVMENOS BAS
RWG DMC 3/1/98

2110-645

EDMUND D. GREENER, JR.

JUDITH E. GREENER

Owner of Lot 6

Owner of Lot 6

BEVERLY G. BENYI

Beverly G. Benyi
Owner of Lot 6

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Edmund D. Greener, Jr.

My Commission Expires:
_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Judith E. Greener.

My Commission Expires:
_____

_____
Notary Public

STATE OF NC)
) ss.
COUNTY OF Henderson)

This instrument was acknowledged before me this 5th day of February 1998 by Beverly G. Benyi.

My Commission Expires:
9/26/99

Kathy F. Drake
Notary Public

C:\AWC\ PHILEW\PGC\AGRMTS\SCHAMENDZ SAS
RWG DMC 11/19/98

2110-646

EDMUND D. GREENER,

Edmund D. Greener
Owner of Lot 6

JUDITH E. GREENER

Owner of Lot 6

BEVERLY G. BEWYI

Owner of Lot 6

STATE OF Michigan)
) ss.
COUNTY OF Wayne)

This instrument was acknowledged before me this 2nd day of February 1998 by Edmund D. Greener,

My Commission Expires:
12/30/01

Cynthia L. Bell
Notary Public

NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. DEC. 30,2001

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Judith E. Greener.

My Commission Expires:
_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Beverly G. Bewyi.

My Commission Expires:
_____

_____
Notary Public

2110-647

EDMUND D. GREENER, JR.

JUDITH E. GREENER

Owner of Lot 6

Judith E. Greener
Owner of Lot 6

BEVERLY G. BEWYI

Owner of Lot 6

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Edmund D. Greener, Jr.

My Commission Expires:
_____

Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 2nd day of February 1998 by Judith E. Greener.

My Commission Expires:
October 20, 2000

Vita A. Rose
Notary Public

VITA A. ROSE
MY COMMISSION EXPIRES
October 20, 2000

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Beverly G. Bewyi.

My Commission Expires:
_____

Notary Public

2110-648

EDMUND D. GREENER, JR.

JUDITH E. GREENER

Owner of Lot 7

Owner of Lot 7

BEVERLY G. BENYI

Beverly G. Benyi
Owner of Lot 7

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Edmund D. Greener, Jr.

My Commission Expires:

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Judith E. Greener.

My Commission Expires:

_____

Notary Public

STATE OF N.C.)
) ss.
COUNTY OF Henderson)

This instrument was acknowledged before me this 5th day of February 1998 by Beverly G. Benyi.

My Commission Expires:
9/26/99

Kathy J. Drake
Notary Public

2110-649

EDMUND D. GREENER,

Edmund D. Greener
Owner of Lot 7

JUDITH E. GREENER

Owner of Lot 7

BEVERLY G. BEWYI

Owner of Lot 7

STATE OF Michigan)
) ss.
COUNTY OF Wayne)

This instrument was acknowledged before me this 2nd day of February 1998 by Edmund D. Greener, ~~Jr.~~

My Commission Expires:
12/30/01

Cynthia S. Bell
Notary Public

CYNTHIA S BELL
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. DEC. 30,2001

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Judith E. Greener.

My Commission Expires:
_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Beverly G. Bewyi.

My Commission Expires:
_____

_____
Notary Public

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RWG.DMC.01/19/98

2110-650

EDMUND D. GREENER, JR.

JUDITH E. GREENER

Owner of Lot 7

Judith E. Greener
Owner of Lot 7

BEVERLY G. BEWYI

Owner of Lot 7

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Edmund D. Greener, Jr.

My Commission Expires:

_____

Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 2nd day of February 1998 by Judith E. Greener.

My Commission Expires:
October 20, 2000

Vita A. Rose
Notary Public

VITA A. ROSE
MY COMMISSION EXPIRES
October 20, 2000

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Beverly G. Bewyi.

My Commission Expires:

_____

Notary Public

2110-651

JOHN B. GARDINER

Owner of Lot 10

DOROTHY S. GARDINER

Owner of Lot 10

STATE OF California)
) ss.
COUNTY OF San Francisco

This instrument was acknowledged before me this 2nd day of April 1998 by John B. Gardiner and Dorothy S. Gardiner, ~~husband and wife.~~ Son & Mother

My Commission Expires:
1-30-2001

Notary Public

SALLY SPICER RANKINE
Comm. # 1122021
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
My Comm. Expires Jan. 30, 2001

2110-652

HANS P. LUETCKE

Hans P. Luetcke

Owner of Lot 4

URSULA LUETCKE

Ursula Luetcke

Owner of Lot 4

STATE OF Arizona)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 20 day of March 1998 by Hans P. Luetcke and Ursula Luetcke, husband and wife.

My Commission Expires:
February 14, 2002

Audrey Melton

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 200_

2110-653

RONNIE ROOPE

Ronnie B Roope

Owner of Lot 8

STATE OF Arizona)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 18 day of March 1998 by Ronnie Roope.

My Commission Expires:
February 14, 2002

Audrey Melton

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

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RWG DMC 03/16/98

2110-654

SUSAN R. FAUST

Owner of Lot 9

~~RUTH FAUST~~

Owner of Lot 9

STATE OF AZ)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 18 day of March 1998 by Susan R. Faust.

My Commission Expires:
February 14, 2002

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____ 1998 by Ruth Faust.

My Commission Expires:

_____

Notary Public

2110-655

LEIBENSPERGER
DIANNE B. LEUBENSPERGER DUERSON

Dianne B. Leibensperger (Duerson)
Owner of Lot 11

STATE OF Arizona)
) ss.
COUNTY OF Yavapai)

This instrument was acknowledged before me this 18 day of March 1998 by Dianne B. Leubensperger Duerson.

My Commission Expires:
February 14, 2002

Audrey Melton
Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

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RWG DMC 03/16/98

2110-656

WARREN L. PALMER

X Warren Palmer
Owner of Lot 15

JEAN UDT PALMER

Jean Palmer
Owner of Lot 15

STATE OF Arizona)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 27 day of March 1998 by Warren L. Palmer and Jean Udt Palmer, husband and wife.

My Commission Expires:
February 14, ~~1998~~ 2002

Audrey Melton
Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

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RWG DMC 01/15/98

2110-657

BYRON G. BUTT

Byron G. Butt

Trustee of Lot 17

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 1st day of APRIL 1998 by Byron G. Butt.

My Commission Expires:
My Commission Expires Apr 4, 1998

Rebecca L. Honey

Notary Public

2110-658

WARREN L. PALMER

Warren Palmer

Owner of Lot 18

JEAN UDT PALMER

Jean Palmer

Owner of Lot 18

STATE OF Arizona)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 31st day of March 1998 by Warren L. Palmer and Jean Udt Palmer, husband and wife.

My Commission Expires:
February 14, 2002

Audrey Melton

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
WAPAI COUNTY
My Comm. Expires Feb. 14, 2002

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RWG DMC 01/19/98

2110-659

WARREN L. PALMER

Warren Palmer

Owner of Lot 19

JEAN UDT PALMER

Jean Palmer

Owner of Lot 19

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

This instrument was acknowledged before me this 31 day of March 1998 by Warren L. Palmer and Jean Udt Palmer, husband and wife.

My Commission Expires:
February 14, 2002

Audrey Melton

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

2110-660

PAUL SOLOMON

Paul Solomon

Owner of Lot 20

SUSAN SOLOMON

Owner of Lot 20

STATE OF Arizona)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 31st day of March 1998 by Paul Solomon and Susan Solomon, husband and wife.

My Commission Expires:
February 14, 2002

Audrey Melton

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

2110-661

MARGARET C. DICKS

Margaret C Dicks
Owner of Lot 21

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

This instrument was acknowledged before me this 27th day of MARCH 1998 by Margaret C. Dicks.

My Commission Expires:
My Commission Expires Mar. 14, 2000

Notary Public

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RWG DMC 03/19/98

2110-662

PAUL A. LINDBERGE

Owner of Lot 22

PHYLLIS E. LINDBERGE

Owner of Lot 22

STATE OF Arizona)
) ss.
COUNTY OF Coconino)

This instrument was acknowledged before me this 18 day of March 1998 by Paul A. Lindberge and Phyllis E. Lindberge, husband and wife.

My Commission Expires:
February 14, 2002

Notary Public

OFFICIAL SEAL
AUDREY MELTON
NOTARY PUBLIC-ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 14, 2002

2110-663

WALTER E. SHRODE

Walter E. Shrode

Owner of Lot 23

NANCIE, L. SHRODE

Nancie L. Shrode

Owner of Lot 23

STATE OF Illinois)
COUNTY OF Cook) ss.
)

This instrument was acknowledged before me this 1ST day of April 1998 by Walter E. Shrode and Nancie L. Shrode, husband and wife.

My Commission Expires:
11-15-2000

Barbara J. Carso
Notary Public

OFFICIAL SEAL
BARBARA J. CARSO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-15-2000

2110-664

FRANK A. JASINSKI

Frank A. Jasinski
Owner of Lot 35

BERNICE E. JASINSKI

Bernice E. Jasinski
Owner of Lot 35

STATE OF Arizona)
) ss.
COUNTY OF Yavapai)

This instrument was acknowledged before me this 2nd day of April 1998 by Frank A. Jasinski and Bernice E. Jasinski, husband and wife.

My Commission Expires:
Jan 22, 1999

Carol A. Baker
Notary Public

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RWG DMC 03/16/98

2110-665

WALTER E SHRODE
238 PARAMOUNT DR
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

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

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 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, 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 then 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, raided 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 lo 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 l 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 purposed 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 deemed and 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
President

Phyllis Lindberg
Vice-President

Jodi M 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 I he y executed the same for the purpose therein contained.

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

OFFICIAL SEAL
PEGGY E. GARNER
NOTARY PUBLIC - ARIZONA
COCONINO COUNTY
My Comm. Expires 12-31-2010

Peggy E Garner

Sr Personal 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
Maura A. Abernethy
Joshua M. Bolen
Scott B. Carpenter
Javier B. Delgado
James H. Hazlewood
Chad P. Miesen
Jason N. Miller
Traylor E. Richardson
Carrie H. Smith
Jason E. Smith
J. Roger Wood

t 480.991.6949 f 480.991.7040
800.743.9324 800.743.0494
1400 East Southern Ave. Suite 640 | Tempe, Arizona 85282-8010
www.carpenterhazlewood.com

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