

Recorded at the request of:
John C. Churchill

When recorded, return to:

**The Law Office of
John C. Churchill**
1300 Joshua Avenue
Parker, AZ 85344

**RECORDING OF FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTERN SKY AIRPARK**

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTERN SKY AIRPARK

THIS AMENDED DECLARATION is made as of the 3rd day of May, 2018, by the undersigned lot owners, being not less than 75% of the lot owners of the subdivided lots of the Western Sky Airpark Subdivision, for the purpose of amending and modifying that Declaration of Covenants, Conditions and Restrictions for Western Sky Airpark recorded in the records of La Paz County on November 3, 2004, at Microfiche No. 2004-05574, as re-recorded on January 24, 2005, at Microfiche No. 2005-00456, (to include Exhibit "A,") hereinafter the "Declaration";

WHEREAS, the property subject to this amendment and the Declaration is described in Exhibit "A," attached to the Declaration as re-recorded at Microfiche No. 2005-00456, both of which are incorporated herein by this reference as if fully set forth, which reference shall be to the "Property";

WHEREAS, Section 17 of the Declaration provides for amendment of the Declaration by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, and;

WHEREAS, the Lot Owners ("Declarants") undersigned and whose signatures are attached hereto are the owners of not less than seventy five percent (75%) of the subdivided lots in the Property; and

WHEREAS, the undersigned Declarants intend that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereinafter acquiring any interest in the Property shall, at all times, enjoy the benefits of and shall hold their interests subject to the covenants, conditions and restrictions set forth in the Declaration and this Amendment;

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vehicle may be present on any lot. A recreational vehicle may be used as a residence upon a lot provided, however, that any occupied recreational vehicle shall, while occupied, be fully within a hangar constructed on the lot in compliance with Paragraph (D), immediately below. If a recreational vehicle is parked or stored on a lot, it shall either be stored or parked within the hangar

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NOW, THEREOF, the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights set forth in the Declaration and the following amendments thereto, all of which run with the land and are binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property or any part thereof and shall inure to the benefit of each owner, the Western Sky Airpark Association, an Arizona non-profit corporation, and each member thereof:

Section 2. USE OF PROPERTY; subparagraphs (B), (C) (D) and (F) are deleted and replaced with the following:

B. Lots C-1 through lots C-14 are designated commercial (C-2) lots and their use shall be restricted to those uses permitted by La Paz County zoning regulations for such zoning, as otherwise restricted herein. Any residential use or occupancy on or of a commercial lot or other lot (excepting, specifically, those lots located within that portion of the subdivision declared to be recreational vehicle park) shall, regardless of its zoning or other use, cause such lot to be subject to the residential restrictions of this Declaration including, but not limited to, those restrictions set forth in Section C, D, E and F, below.

C. All residential lots shall be used for single family residential purposes only, and only one dwelling may be occupied at any time. Not more than one permanent dwelling (manufactured or constructed) may be placed on any lot. Not more than one permanent dwelling and one recreational vehicle may be present on any lot. A recreational vehicle may be used as a residence upon a lot provided, however, that any occupied recreational vehicle shall, while occupied, be fully within a hangar constructed on the lot in compliance with Paragraph (D), immediately below. If a recreational vehicle is parked or stored on a lot, it shall either be stored or parked within the hangar

or stored immediately adjacent to a hangar in a roofed enclosure (which enclosure may be connected to the hangar) which screens or otherwise completely obscures the recreational vehicle's presence with an opaque material, wall or door on three sides, i.e.; two in addition to the hangar wall. Unless otherwise designated by Declarant, all residential lots shall be single family residential lots and the type of residence on each lot shall be limited and restricted to the following, and none other: A manufactured home, or a constructed home (including a "hangar home") as defined and restricted herein.

D. Prior to the installation of a manufactured home or the construction of a constructed home, or the occupancy of a recreational vehicle upon a lot, the owner of a lot shall cause to be constructed on the lot a hangar with minimum dimensions of 45 feet wide by 40 feet deep, and not less than 14 feet high as measured at the eaves and not more than 30 feet in height, as approved by the Architectural Committee. Each hangar shall have installed a bifold door not less than forty two (42) feet wide. Sliding doors shall not be permitted. Any hangar constructed on a commercial lot shall be of a size the dimensions of which shall not be less than the dimensions set forth in this paragraph, and shall be subject to approval by the Architectural Committee.

F. Constructed homes:

1. Any constructed home other than a hangar home placed on a lot within this subdivision shall have a minimum square footage of 1200 square feet, a minimum width of twenty-four (24) feet and a length or not less than fifty (50) feet, and be compatible with the manufactured homes and other permanent residences in the subdivision. All plans are subject to prior approval by the Architectural Committee as is set forth herein.

2. A hangar home, i.e.; a residence constructed on a residential or commercial lot either

within a hangar, which shares a common roof with a hanger, or which is otherwise attached to a hangar (sharing a common wall or otherwise) shall have a minimum square footage of 800 feet and a minimum width of 20 feet, and be compatible in appearance with the manufactured homes, constructed homes, or hangar homes within the subdivision. All plans are subject to prior approval by the Architectural Committee as is set forth herein.

Except as amended by this document, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarants, by executing below, or by attachment hereto, constituting more than seventy-five percent of the lot owners of the property, have caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed as of this date.

DECLARANTS:

Western Sky Airpark, LLC, an Arizona Limited Liability Company, by:

Richard Borroughs
Richard Borroughs, managing member

Date: 5/3/18

State of Arizona)

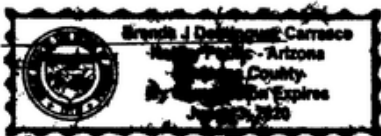
: ss

County of La Paz)

Subscribed and sworn to before me this 3 day of May, 2018, by Richard Borroughs as managing member of Western Sky Airpark, LLC, an Arizona Limited Liability Company, who acknowledged that he had read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions with the intention of being bound thereby.

My Commission Expires:

Brenda J. Carrasco
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

Richard Berroughs

OWNER(S) OF LOT(S): C2, C3, C4, C5,
C6, C15 and lots 9-162, and lots
169-285

State of Arizona)

: ss

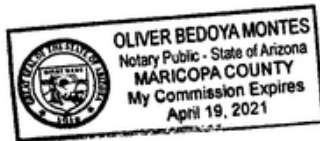
County of Maricopa)

Subscribed and sworn to before me this 05 day of May, 2018, by
Richard Berroughs, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

April 19, 2021

Oliver Bedoya Montes
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

Cody Applehans

Cody Applehans

OWNER(S) OF LOT(S): yes 8

State of Arizona

: ss

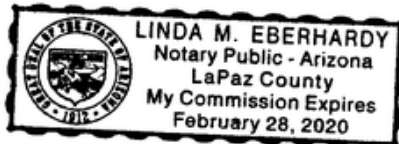
County of La Paz

Subscribed and sworn to before me this 4th day of May, 2018, by
Cody Applehans, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

2-28-2020

Linda M Eberhardy
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

[Signature]
[Signature]

OWNER(S) OF LOT(S): _____

State of MT)

: ss

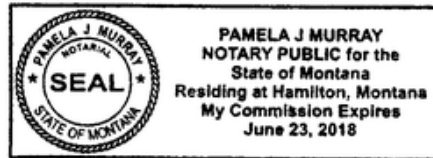
County of RAVALLI)

Subscribed and sworn to before me this 18 day of MAY, 2018, by
CHAD & ELIZABETH BALLMAN, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

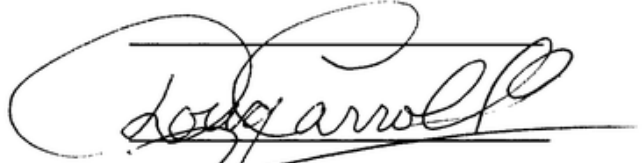
My Commission Expires:

06-23-2018

[Signature]
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):


OWNER(S) OF LOT(S): C3

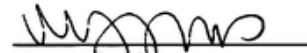
State of Utah)

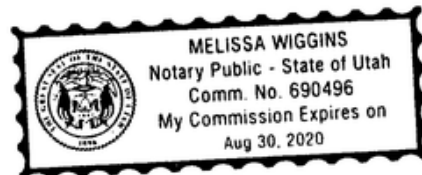
County of Grand) : ss

Subscribed and sworn to before me this 8 day of May, 2018, by
Doug Carroll, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

8/30/20


Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

Gayle R. Cochran
Gayle R. Cochran
Beverly J. Cochran
Beverly J. Cochran
OWNER(S) OF LOT(S): 5

State of Arizona

: SS

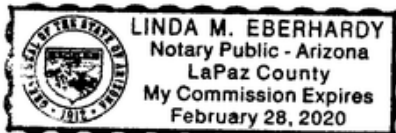
County of La Paz)

Subscribed and sworn to before me this 4th day of May, 2018, by
Gayle R. Cochran + Beverly J. Cochran, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

2-28-2020

Linda M. Eberhardy
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

[Signature]

[Signature]

OWNER(S) OF LOT(S): 164 & 165

State of AZ)

: ss

County of La Paz)

Subscribed and sworn to before me this 11 day of May, 2018, by
Todd Cramer Mary Cramer, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

3/24/19

[Signature]
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

Harvey K. Coburn
Mabel J. Coburn

OWNER(S) OF LOT(S): 166

State of Washington

: ss

County of Lewis)

Subscribed and sworn to before me this 12th day of May, 2018, by
Harvey Coburn & Mabel J. Coburn who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

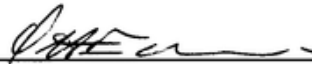
My Commission Expires:

8/27/2021



Alan Browning
Notary Public

NOTARIZED SIGNATURE OF LOT OWNER(S):



OWNER(S) OF LOT(S): C9

State of Arizona)

: ss

County of La Paz)

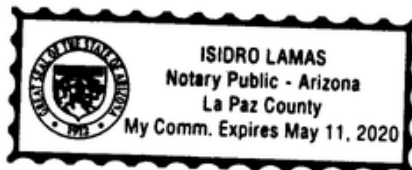
Subscribed and sworn to before me this 22 day of May, 2018, by
OTTO G. Eichmussi, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

May 11, 2020



Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

Fred C Fowler

OWNER(S) OF LOT(S): 167

State of WA)

County of Chelan) : ss

Subscribed and sworn to before me this 22 day of May, 2018, by he
Fred C Fowler, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

12-5-18



Karen L Stokes
Notary Public

NOTARIZED SIGNATURE OF LOT OWNER(S):

Garry B Hawkins

OWNER(S) OF LOT(S): 168

State of Arizona)

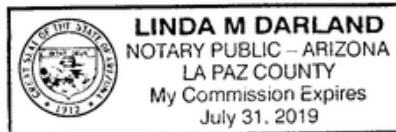
County of La Paz) : ss

Subscribed and sworn to before me this 3 day of May, 2018, by
Garry B Hawkins, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

7-31-19

Linda M Darland
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

E. Dine & Joni Lueck
Joni Lueck
OWNER(S) OF LOT(S): C13

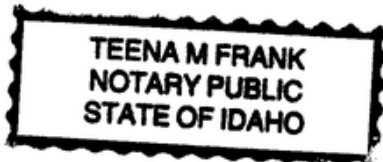
State of Idaho)
County of Kootenai : ss

Subscribed and sworn to before me this 8 day of May, 2018, by
Joni K Lueck Eyal Dineque, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

10-1-18

Teena M Frank
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

Donald M. Muir

DONALD M. MUIR

OWNER(S) OF LOT(S): 3

State of Washington

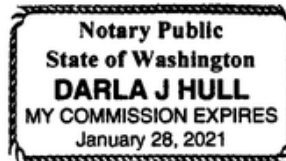
: ss

County of Whatcom

Subscribed and sworn to before me this 11 day of April, 2018, by
Donald M. Muir, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

01-28-2021



Darla J Hull
Notary Public

NOTARIZED SIGNATURE OF LOT OWNER(S):

R.D. Pearce

OWNER(S) OF LOT(S): C 07

State of Arizona)

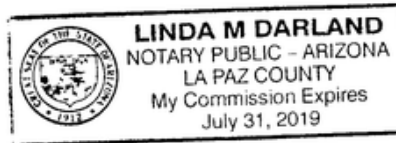
County of La Paz) : ss

Subscribed and sworn to before me this 7 day of May, 2018, by
R.D. Pearce, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

7-31-19

Linda M Darland
Notary Public



NOTARIZED SIGNATURE OF LOT OWNER(S):

[Signature]

OWNER(S) OF LOT(S): C-14

State of Idaho

County of Terrell : ss

Subscribed and sworn to before me this 11th day of May, 2018, by
Niel Ring, who acknowledged that they had
read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and
Restrictions with the intention of being bound thereby.

My Commission Expires:

6-26-2021



Mary C. Kelly
Notary Public

NOTARIZED SIGNATURE OF LOT OWNER(S):

Kenneth L Shuck

Bill J. Shuck
OWNER(S) OF LOT(S): 12

State of CA)

: ss

County of Madera

Subscribed and sworn to before me this ____ day of _____, 2018, by _____, who acknowledged that they had read and signed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions with the intention of being bound thereby.

My Commission Expires: _____

See California

Notary Public

Jurat Certificate

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Madera

} s.s.

Subscribed and sworn to (or affirmed) before me on this 19th day of May,
Month

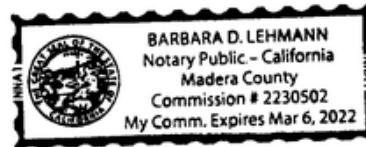
20 18, by Kenneth L Shuck _____ and
Name of Signer (1)

Jill T. Shuck _____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Barbara D Lehmann
Signature of Notary Public

Barbara D Lehmann
For other required information (Notary Name, Commission No., etc.)



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____