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Linda Haught Ortega, Recorder  
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EVAN A NIELSEN



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WHEN RECORDED, RETURN TO:

EVAN A. NIELSEN  
20451 E COTT DR.  
QUEEN CREEK, AZ 85242

RECORDED INFORMATION



**THE DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
GORDON CANYON CREEK HOA, LLC, an Arizona Limited Liability Company**

THIS **DECLARATION** is effective as of January 17, 2004 and is entered into by the Owners of the Lots of the Subdivision (herein sometimes referred to as "**Declarant**") known as "**Gordon Canyon Creek Estates**", according to the records of Plat Map No. 543 in Gila County, Arizona. The Lot Owners, by their signing below, hereby activate this **Declaration of Covenants, Conditions and Restrictions**, herein the "**Declaration**" or "**CC&R's**", for the purposes and considerations set forth herein. All terms and expressions in this Declaration are to be interpreted consistent with Article V of the Articles of Organization of Gordon Canyon Creek HOA, LLC and are hereby incorporated by reference.

**WITNESSETH:**

WHEREAS, each **Declarant** is the **Owner** of one (1) or more Lots in **Gordon Canyon Creek Estates**, a **Subdivision**, according to the Plat Map of record at No. 543 and as recorded September 8, 1976 in the office of the County Recorder of Gila County, Arizona; each **Owner** signing herein below shall set forth their signatures below adjacent to each Lot **Owner's** printed name as a **Declarant, Owner and Member**;

WHEREAS, the **Owners/Members/Declarants** have formed GORDON CANYON CREEK HOA, LLC, an Arizona Limited Liability Company, and referred to herein as the **Association**, as now declared herein;

WHEREAS GORDON CANYON CREEK HOA, LLC, an Arizona Limited Liability Company has **Members** pursuant to the Arizona Revised Statutes;



WHEREAS, **Declarants** hereby establish this **Declaration** by signing their names as printed on the signature pages hereto.

NOW, THEREFORE, all of the statements in the WHEREAS clauses above are a part hereof as though re-stated herein and the **Declarants** signing herein below declare that this **Declaration** is effective and set forth January 17, 2004. Thus, creating this **Declaration** for GORDON CANYON CREEK HOA, LLC, its **Members**, and for the **Subdivision**. Further, all of the previous "**Declarations**", at least by that certain "**Agreement to Clear Title to Real Estate, etc.**", that is also effective as of January 17, 2004. The **Declarants** declare that all of the real property in the **Subdivision** known as "**Gordon Canyon Creek Estates**" shall be held, sold, conveyed, and enjoyed subject to this **Declaration** which is established for the purpose of protecting the rights, value, and desirability of all private property of this **Subdivision** and for each Lot Owner. This **Declaration** shall run with the title to the real property and be binding on all parties having any right, title or interest in any one (1) or more of the described thirteen (13) Lots and all associated **Common Areas** as shown on Plat Map No. 543 or any part thereof including their heirs, successors, and assigns and shall inure to the benefit of each **Owner** thereof and their successors and assigns.

**ARTICLE I**

**PROPERTY RIGHTS AND DELEGATION OF USE**

**Section 1. Easements of Peaceful use and Enjoyment.** Every Owner shall have the right and easement of peaceful enjoyment in and to the **Common Areas** and all of which shall be appurtenant to and shall automatically pass with the (Deed) title to each and every Lot, subject to the following provisions:

- (a) The right of the **Association** to limit, within reason and fairness to all, the number of guests of an **Owner** or lessee and for the **Common Areas**; and
- (b) Ingress and egress cannot be denied to any or all Lot **Owners**, however the right of the **Association** to reasonably regulate the speed of travel, use and/or to prevent the abuse of the private roadways and the **Common Areas** and all shall be subject to the required irrevocable ingress and irrevocable egress of and for the individual **Owners**; and
- (c) The right of the **Association** to create reasonable use of the **Common Areas** so as to maintain the natural beauty, peaceful atmosphere, and *intrinsic enjoyment* of said **Common Areas**.



**Section 2. Delegation of Use.** Any Owner may delegate the right of peaceful enjoyment and use of the Common Areas and facilities to the members of his/her/their family, his/her/their leasee(s) or friends and invited guests as more detailed in Article VI, or contract purchasers under contract who reside thereon from time to time and have legal occupancy of and to the property.

**Section 3. Exterior Maintenance.** The occupants, whether Owner, guests or leasees, shall keep the exterior of all buildings and the Lot premises clean, neat, and free from debris and other unsightly conditions. In the event that a leasee fails to keep and/or maintain the exterior of any building and/or the Lot premises as required, the Association can, after a thirty (30) day written notice, terminate and/or void any lease for failure of a tenant/leasee to comply as reasonably required. All lease agreements shall include these requirement and all tenants/leasees shall acknowledge, in writing, their understanding that all of the "Covenants, Conditions and Restrictions" of this Declaration are also a leasee's responsibility and liability. Such failure to comply with the required maintenance and upkeep of the exterior of the building(s) and/or the Lot premises under lease, shall not relieve the Lot Owner(s) that is/are the lessor of any such lease of a Lot and the buildings thereon in the Subdivision.

*Art 3, Sec 1 - B  
Art 11, Sec 2*

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Lot Owner is a Member of the Association and all Members must be Lot Owners and all of the thirteen (13) Lots are subject to reasonable, fully authorized Association assessments; to be used as directed by the Association. Voting Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot of the Subdivision together with their appurtenant right to the Common Areas. All Lots are equally subject to all reasonable and approved assessments and use as set forth and reasonably approved by the Association.

**ARTICLE III  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of a Continuing Lien and Obligation against** each "Owner's Lot by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all necessary authorized "assessments" levied by the Association: (1) reasonable, fair, and equitable annual assessments or charges; and (2) special assessments for capital improvements, major repairs or replacement of all required items as approved by the Association. All such assessments shall be established and collected as hereinafter provided; and (3) special





assessments for incidental or consequential damage to the **Association** that is caused by one (1) or more "**Owner's** or their guests, family members, friends, ~~lessees~~, etc., and by their failure and/or refusal to comply with any provision of this **Declaration**; and (4) any other payments to the **Association** required hereunder by all such authorized assessments must be authorized, established, and collected as hereinafter provided.

- (a) The annual and special assessments, together with interest, costs, and reasonable fees, if necessary, shall be an authorized charge equally against all thirteen (13) Lots and shall be a continuing lien upon all Lots against which all such assessments are created and approved as required herein; and
- (b) Each such assessment shall be the same amount for each Lot together with interest, costs, and reasonable fees that shall also be the obligation of the **Owner(s)** of record who was the **Owner** of such Lot at the time when the assessment was approved, fell due, and such **Owner** shall not be relieved from any **Association** approved assessment obligation upon sale of the property.
- (c) Notwithstanding the provisions regarding the allocation of assessments by lot described in (a) and (b) above, the Association may, by a vote of nine (9) of the thirteen (13) lot Owners, determine to allocate assessments by any method which is reasonable. In the absence of any such agreement, the method described in (a) and (b) shall prevail.

**Section 2. Purpose of Assessments.** The assessments as authorized and levied by the **Association** shall be used to promote the recreation, health, safety, and welfare of and for all residents, Lot **Owners** of the **Subdivision**, and for the improvements, maintenance, and repair of the **Common Areas** as caused by acts of God and normal use, wear and tear. The assessments shall also be used to establish, improve, and maintain a water system for the Lot **Owners** that shall include a well, one (1) or more pumps, one (1) or more 500-gallon or larger tanks and pressure tanks, one (1) or more 5,000-gallon storage tank, booster pumps, and related equipment and water mains, together with a pump house large enough to house the pressure tank, fire equipment, and the meadow mower.

**Section 3. Annual Assessments.** The **Association** may fix annual assessments in such reasonable amounts as the **Association** deems necessary to meet the reasonable needs of the **Association**.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the **Association** may levy, in any assessment year, special assessments applicable to that year, only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the **Common Areas**, including fixtures, equipment, and other property-related thereto.



**Section 5. Special Assessment for Attorneys' Fees.** In addition to the annual assessments authorized above, the **Association** may levy, in any assessment year, a special assessment applicable to that year, only for the purpose of defraying, in whole or in part, the cost of any valid attorneys' fees incurred by the **Association**. However, special assessments for attorney fees shall not be levied by the **Association** for or dispute instituted by one (1) or more Lot Owners against one (1) or more Lot Owners for personal disputes, grudges, gratification or other personal matters.

**Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.** All actions taken under these sections involving assessments of any kind must be conducted consistent with the provisions of the Articles of Organization and the Operating Agreement of the Association.

**Section 7. Rate of Assessment.** The amounts of both annual and special assessments shall be set by the **Association** at a meeting duly called with notice, and will be due and owing at such times as reasonably designated by the **Association**, but not less than thirty (30) days after such assessment authorization notice is delivered to all Lot Owners at the same time and mailed from the same place by the **Secretary/Treasurer** or as otherwise authorized herein.

**Section 8. New Assessments and Certificates.** Written notice of any assessment shall be sent to every Owner subject thereto. The **Association** shall establish the due dates, but not less than thirty (30) days after written receipt of such valid notice. The **Association** shall, upon demand, and for a reasonable charge of Ten U.S. Dollars (\$10.00), furnish a certificate signed by an officer of the **Association** setting forth whether that Lot "Owner(s) assessments on a specified Lot have been paid or not. If not, the amount due shall be stated in said certificate. A properly executed certificate of the **Association** as to the status of assessments on a Lot is binding upon the **Association** as of the date of its issuance and thereafter signed by an authorized officer of the **Association**.

**Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the prime rate quoted by the daily market index, or its successor index, as such rate may change from time to time, plus two percent (2%) per annum. After at least a sixty (60) day default notice by the **Association**, the **Association** may bring an action against the title Owner obligated to pay the delinquent assessment or foreclose any lien created by any unpaid assessments against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the **Common Areas** or abandonment of his/her or their Lot.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which



became due prior to such sale or transfer. No such foreclosure, sale or transfer shall relieve such Lot Owner from liability for any assessments becoming due after the date thereof.

**ARTICLE IV  
ARCHITECTURAL CONTROL**

**Section 1.** Subject to ~~Article VIII, Section 2~~, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Lots nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the **Association**, as may be considered and approved by an Architectural Control Committee composed of three (3) or more representatives appointed by the **Association**. In the event said **Association**, or its designated Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been received by the **Association** or the Architectural Control Committee, approval shall not be required, and this **Article** shall be deemed to have been fully complied and completed.

**ARTICLE V  
NOTICE OF SALE**

**Section 1.** Within thirty (30) days after the sale of a Lot, the previous **Owner** and the **NEW Owner** shall notify the **Association** in writing of the date of the sale and the buyer's name, mailing address and that **Owners** selection of the **Voting Member** and any Alternate Voting Member authorized to vote as required by the Articles of the Association and its Operating Agreement.

**ARTICLE VI  
USE AND OCCUPANCY RESTRICTIONS**

**Section 1. Lots.** All Lots shall be used exclusively for single-family residential purposes and shall contain a minimum of 1,500 square feet of interior floor space, excluding porches, garages, carports, and patios. One guest cottage not to exceed 1,000 square feet of interior floor space, excluding porches, garages, carports, and patios may also be constructed on each Lot. These limits are subject to change subject to the terms of the Articles of Organization of Gordon Canyon Creek HOA, LLC.



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- (a) New and Permanent Construction. All improvements shall be of new and permanent construction, and no improvements shall be moved onto, from, and within any Lot, except acceptable storage facilities or sheds, as defined by Subparagraph (f) below; provided, however, that temporary structures may be placed and maintained on a Lot for a period not exceeding eighteen (18) months in connection with the construction of improvements thereon, if previously approved and authorized in writing by the **Association** or its designated Architectural Control Committee. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.
- (b) Diligent Pursuant of Construction, Maintenance, and Repairs. All construction, maintenance, and repair work shall be diligently pursued from commencement until completion. All buildings shall be completed within eighteen (18) months after the commencement of construction. The time limits set forth in this paragraph may be extended by any period during which construction is not able to proceed due to Acts of God, weather conditions, labor disturbances, actual inability to procure necessary materials, or other causes beyond the reasonable control of the **Owner**.
- (c) Motor Vehicles. Recreational vehicles (i.e. motorcycles, dune buggies, ATC's, etc.) shall operate only for legitimate transportation purposes, and shall operate only on **Common Areas** roads, at speeds of fifteen miles per hour or less and on or within the relevant **Owner(s)** Lot. All such vehicles should be properly baffled or muffled. Riding shall not be repetitive in one location, and shall not be done in front of other Owner's property so as to cause dust or other similar nuisance.
- (d) Maintenance and Repair of Improvements. No improvement shall be permitted to fall into disrepair. **Owners** shall maintain in good repair all exterior surfaces, including but not limited to walls, porches, patios, and appurtenances.
- (e) Storage. No exterior storage of any kind shall be permitted, except with prior written approval and authorization of the **Association** or its designated Architectural Control Committee. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all reasonable required approvals as to architectural control) from view from other Lots and streets. This provision shall apply, without limitation, to trash, garbage and woodpiles; however, woodpiles may remain unscreened and unconcealed provided they are neatly stacked. Further, camping trailers, boat trailers, travel trailers, motor homes, pick-up camper units, automobiles, trucks or other vehicles, regardless of ownership, age, condition, or appearance, the use of which could be construed as being neglected, abandoned, or otherwise not in frequent use, shall not be permitted, unless such vehicles are attractively screened or concealed from view. A vehicle shall be



deemed to be used infrequently if such vehicle has been parked, stored or kept in the same location for a period of four (4) months or more.

- (f) Garbage. No garbage or trash shall be placed outside of any building, except in proper containers meeting the specifications, if any, of the **Association** or its designated Architectural Control Committee. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.
- (g) Outside Speakers and Amplifiers. No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside, of any building, which shall disturb the quiet enjoyment of those properties surrounding the Lot utilizing such equipment.
- (h) Outside Lighting. No outside lighting, other than indirect lighting, and reasonable security lighting, shall be placed, allowed, or maintained on any Lot, unless it is shielded from other Lots and has been otherwise approved by the **Association** or its designated Architectural Committee.
- (i) Animals. No animals, reptiles or birds of any kind shall be raised, bred, or kept in any building or on any Lot; provided, however: (1) small, ordinary household pets may be kept so long as they are not, or do not become or appear to be, a nuisance, threat to **Owners**, or otherwise objectionable to other **Owners**, (2) two (2) horses may be kept on each Lot, and the right of an **Owner** to keep two (2) horses on his Lot may be assigned for a period of no more than six (6) consecutive months to the **Owner** of another Lot, (3) fish kept in small stock ponds or pools may be allowed.
- (j) Diseases and Insects. No **Owner** shall permit any thing or condition to exist upon his/her or their Lot which might induce, breed, or harbor plant diseases or noxious insects.
- (k) Machinery, Fixtures, and Equipment. No machinery, fixtures, or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment, antennas, clothes washers and dryers and clotheslines, shall be placed, allowed or maintained outside from any dwelling units, except with prior written approval and authorization of the **Association** or its designated Architectural Control Committee. Any such machinery, fixtures, or equipment shall be attractively screened or concealed from view of other Lots and streets and in such manner that the screening or concealment appears to be part of the architectural design of the existing structures. Any television antennas or satellite dishes which need to be apart from the main structure or building for best reception, may be established, upon approval of the **Association** or its designated Architectural Committee.



- (l) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground of any Lot; except to the extent, if any, that underground placement thereof might be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground lines, switch cabinets and transformers where required by utility companies.
- (m) Signs. No exterior signs or advertisements of any kind may be placed, allowed, or maintained on any Lot; except that traditional mailboxes, residential or ranch nameplates, and not more than two (2) "for sale" or "for rent" signs not larger than four (4) square feet may be placed and maintained, one (1) on the Lot and one (1) at the North front entrance to the **Subdivision** as outlined herein or upon approval of the **Association**.
- (n) Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation motor vehicles, shall be made as a regular commercial activity upon any portion of any Lot within view of other Lots and streets.
- (o) Oil and Mineral Activity. No oil exploration, drilling, development, or refining operation, and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts, shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.
- (p) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original projected and intended use.
- (q) Misuse and Mis-maintenance. No Lot shall be maintained or utilized in such a manner as to constitute a nuisance or reasonable annoyance to, or as to endanger the health of, other **Owners** or Lots; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon. The determination as to whether an activity is noxious or offensive shall be reasonable and made in good faith.
- (r) Violation of Statutes, Ordinances, and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Arizona, the County of Gila, or any other governmental agency or subdivision having jurisdiction, or in violation of this **Declaration** or of any covenants, conditions, or restrictions applicable to said Lot.
- (s) Business. No trade, business, profession, or other commercial activity, and no health or educational activities shall be conducted and be visible from or on any Lot or portion of the Lot.



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- (t) **Leases.** No **Owner** shall permit his Lot or Dwelling Unit to be used for transient hotel purposes or shall lease less than the entire Lot and Dwelling Unit. Any lease or occupancy agreement shall be in writing, shall be for a term of no more than twelve (12) months, and shall expressly provide that its terms are subject, in all respects, to the provisions of this **Declaration** and that a violation of any such provisions shall be a default under such lease.
- (u) **Removal of Trees.** No living trees shall be removed from any Lot or **Common Areas**, except for safety or construction reasons, without the prior written consent of the **Association** or its designated Architectural Committee.
- (v) **Guests.** No **Owner** or lessee shall have more than fifty (50) non-family members per acre as overnight guests on his Lot at any one time; provided, however, that the **Association** may, in its reasonable discretion, approve in advance overnight stay by groups in excess of fifty (50) non-family members per acre. For purposes of this paragraph, non-family members shall include all persons not within three (3) degrees of consanguinity of the **Owner** by blood or marriage.

**Section 2. Exemption for Purpose of Construction, Development, and Sale.** The

**Association** shall have the right, during the period of construction, development, and sale, to grant reasonable and specifically limited and fair exemptions in writing from these restrictions to any developer, builder or contractor, or any **Owner**. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor, and the anticipated duration thereof; and any authorization request shall be considered for approval and such approval shall not be unreasonably withheld. No such exemption shall be broader in terms of activity, location, or time than is reasonably required and the term of such reasonable request shall in no event exceed twenty-four (24) months in duration unless the factual need requires a longer period of time.

**Section 3. Rules and Regulations.** The **Association** may consider and approve additional reasonable and necessary rules and regulations regarding the use that applies equally to all the Lots of the **Subdivision** and/or the **Owners** of the **Association** and/or the **Common Areas** by adoption of rules and regulations pursuant to the procedure contained in the Articles of Organization and the Operating Agreement of the **Association**.

**ARTICLE VII  
UTILITY EASEMENT**

**Section 1.** Notwithstanding any other provision hereof, there is hereby created a limited and supervised easement upon, across, over, and under the **Common Areas** for ingress, egress, installation, replacing, repairing, and maintaining all necessary utility and service lines and systems, including, without



limitation, water, sewer, gas, telephone, electricity, television, cable and communication lines, and systems. However, such reasonable and specific easement shall be under the supervision and final approval of the **Association** by its officers to maintain the values of all Lots and the **Common Areas**. By virtue of such easement, it shall be expressly permissible for the utility or service companies to install and maintain facilities and equipment on the **Common Areas** and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of the buildings on the Lots as supervised and approved by each of the Lot **Owners**; provided, that no such utility and service lines or system may be installed or relocated on the **Common Areas** except as approved by the **Association**. This easement shall in no way be conflicting or affect any other recorded easements on any Lot or all Lots and/or **Common Areas**.

**ARTICLE VIII  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The **Association**, or any **Owner**, by authorization of the **Association** shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed as authorized as required by the provisions of this **Declaration**, the effective **Articles** and **Operating Agreement**. The prevailing party in any such action shall be entitled to recover his/her/their costs, attorneys' fees, and other expenses. Failure by the **Association** or by any **Owner** to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter unless the statutes of limitations have expired and/or as otherwise provided by Law.

**Section 2. Pre-existing Conditions.** Any structures including buildings, fences, historical structures etc. in place as of January 17, 2004 shall be deemed as pre-existing and acceptable and the **Association** and/or any Lot **Owners** are forever barred from asserting any claim for noncompliance of all such pre-existing conditions.

**Section 3. Severability.** Invalidation of any one or more of these covenants or restrictions set forth herein by judgment or court order shall in no way affect any other provisions herein and therein, all of which shall remain in full force and effect.

**Section 4. Amendments.** The Covenants, Conditions and Restrictions of this **Declaration** shall run with and bind the Lots, the Lot **Owners**, **Common Areas**, the **Subdivision**, and the **Association** for a term of twenty (20) years from the date this **Declaration** is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This **Declaration** may be amended totally or in part and as it relates to all thirteen (13) of the Lots and the **Common Areas** by an instrument approved and signed by not less than the required nine (9) **Owners** of the thirteen (13) Lots





after its initial approval of this Declaration. Any amendment must be signed, as required, and recorded within thirty (30) days after such approval.

**Section 5. Annexation.** Additional residential property and Common Areas may be annexed to the Properties with the written consent of not less than nine (9) of the Owners of the thirteen (13) Lots. However, if such annexation dilutes any of the Lots and/or the "Owner's" voting capacities to less than one-thirteenth (1/13), then the requirements of Article VIII, Section 4. Amendments shall prevail and be required. None of the existing platted Lots shall be diminished to enlarge any other Lot and/or the Common Areas without the prior approval of the required nine (9) of the thirteen (13) Lot Owners.

**Section 6. Counterparts:** This Amendment may be executed in counterparts. In such event, all original signatures and notaries shall form an original prior to recording.

**Section 7. Interpretation.** The Association shall have the exclusive right to construe and interpret this Declaration and, in the absence of any provision herein or adjudication to the contrary by a court of competent jurisdiction or arbitration, the Association's interpretation of this amended Declaration, shall be final, conclusive, and binding upon all persons, except as required herein to the contrary and also except that the Association may reconsider its interpretation after any one (1) Lot "Owner(s) has/have filed a request for reconsideration, within a reasonable time, after any or all such Association's decision. Any such Lot Owner filing a request for reconsideration shall, at the same time, file a written memorandum of his/her/their position concerning such decision, citing points and authorities and fundamental reasons for such position. Within forty (40) days subsequent to the filing of such request for reconsideration, the Association shall meet, by prior notice to all Lot Owners/Members with the required detailed agenda with the requesting Lot Owner present, and as a result of such notice to all Lot Owners, then they shall discuss the issues presented by the request for reconsideration. Within thirty (30) days following such meeting, the Association shall issue its final determination in writing with clarity and purpose.

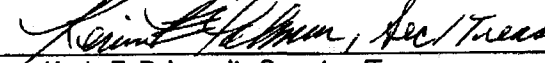
IN WITNESS WHEREOF, the undersigned Declarants herein, have hereunto set their hands on the dates shown adjacent to their signatures herein below.

Names: GORDON CANYON CREEK HOA, LLC, an Arizona Limited Liability Company

Officers of the Association

By   
Evan A. Nielsen, Its President

By   
Ronald W. Brazier, Its Vice President

By   
Kevin E. Palmer, Its Secretary/Treasurer

Association Address: c/o Evan A. Nielsen



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Gila County, AZ

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20451 East Colt Drive  
Queen Creek, Arizona 85242

UNOFFICIAL  
COPY



Gila County, AZ

DRES

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2004, by Evan A. Nielsen who acknowledged and submitted proof to be the President of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona LLC, for and on behalf of said Association.

My Commission Expires: 4/30/07

Michelle B. Dinsdale  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Ronald W. Brazil who acknowledged and submitted proof to be the Vice President of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona LLC, for and on behalf of said Association.

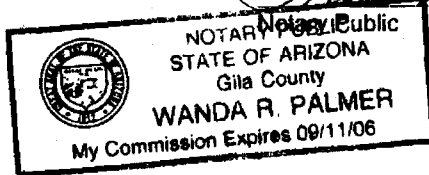
My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF ARIZONA )  
 ) ss.  
County of Gila )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2004, by Kevin E. Palmer who acknowledged and submitted proof to be the Secretary/Treasurer of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona LLC, for and on behalf of said Association.

My Commission Expires: 9/11/06





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STATE OF ARIZONA )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by **Evan A. Nielsen** who acknowledged and submitted proof to be the President of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona LLC, for and on behalf of said Association.

My Commission Expires: \_\_\_\_\_

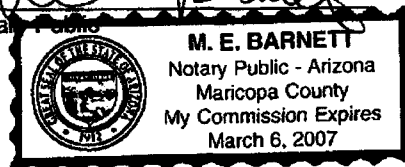
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 7th day of April, 2004, by **Ronald W. Brazil** who acknowledged and submitted proof to be the Vice President of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona LLC, for and on behalf of said Association.

My Commission Expires: March 6, 2007

\_\_\_\_\_  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by **Kevin E. Palmer** who acknowledged and submitted proof to be the Secretary/Treasurer of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona LLC, for and on behalf of said Association.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



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43.00

Gila County, AZ

DRES

Signature Page To

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS , for:

Name(s): Douglas Family Trust  
By Jay W. Douglas, Trustee and/or  
Lynn P. Douglas, Trustee

Address: 6737 East Villero Circle  
Mesa, Arizona 85215

Owner(s) of Lot(s) - 1 and 2 -

The Owners hereby declare that Jay W. Douglas is the Voting Member and Lynn P. Douglas is the Alternate Voting Member for:

Douglas Family Trust

By Jay W. Douglas 2/28/04 and/or By Lynn P. Douglas 2/28/04  
Jay W. Douglas, Trustee Date Lynn P. Douglas, Trustee Date

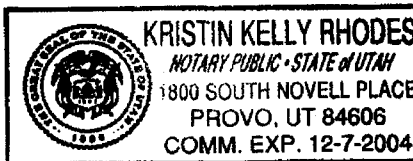
Signature: Jay W. Douglas 2/28/04  
Jay W. Douglas, Husband, Personally Date  
Lynn P. Douglas 2/28/04  
Lynn P. Douglas, Wife, Personally Date

Utah  
STATE OF ARIZONA )  
County of Utah ) ss.

The foregoing instrument was acknowledged before me, a Notary for the County of Utah, State of Arizona, this 28 day of Feb 2004, by Jay W. Douglas and Lynn P. Douglas, Trustees and husband and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

Kristin Kelly Rhodes  
Notary Public

My Commission Expires:  
12-7-2004





Gila County, AZ

DRES

Signature Page To

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): Reiff Revocable Family Trust  
By David S. Reiff, Trustee and/or  
Joyce J. Reiff, Trustee

Address: 5800 North 38<sup>th</sup> Place 6405 N. 28th Street  
Paradise Valley, Arizona 85253 Phoenix, AZ 85016

**Owner(s) of Lot(s) - 3 and 6 -**

The Owners hereby declare that David S. Reiff is the Voting Member and Joyce J. Reiff is the alternate Voting Member for:

Reiff Revocable Family Trust

By [Signature]  
David S. Reiff, Trustee Date

and/or. By [Signature] 03/29/04  
Joyce J. Reiff, Trustee Date

Signature [Signature]  
David S. Reiff, Husband, Personally Date


[Signature] 03/29/04  
Joyce J. Reiff, Wife, Personally Date

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me, a Notary for the County of Maricopa, State of Arizona, this 29<sup>th</sup> day of March 2004, by David S. Reiff and Joyce J. Reiff, Trustees and husband and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

[Signature]  
Notary Public

My Commission Expires:  
11/25/2006

 DAWN M BETHEL  
Notary Public - Arizona  
Maricopa County  
Expires 01/25/06



Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): Boehm Family Trust  
By Raymond W. Boehm, Trustee and/or  
Barbara P. Boehm, Trustee

Address: 2712 East Lockwood  
Mesa, Arizona 85213

**Owner(s) of Lot(s) - 4 -**

The Owners hereby declare that Raymond W. Boehm is the Voting Member and Barbara P. Boehm is the Alternate Voting Member for:

Boehm Family Trust

By Raymond W. Boehm 4-17-04 and/or By Barbara P. Boehm 4-17-04  
Raymond W. Boehm, Trustee Date Barbara P. Boehm, Trustee Date  
Signature

Raymond W. Boehm 4-17-04 Barbara P. Boehm 4-17-04  
Raymond W. Boehm, Husband, Personally Date Barbara P. Boehm, Wife, Personally Date

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me, a Notary for the County of Maricopa, State of Arizona, this 10<sup>th</sup> day of May, 2004, by Raymond W. Boehm and Barbara P. Boehm, Trustees and husband and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

R. Caban  
Notary Public

My Commission Expires:  
9/5/05





Gila County, AZ

DRES

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43.00

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): Sonoran Sunset Trust  
By: Rick W. Palmer or  
Elane R. Palmer, Its Trustees

Address: c/o Rick W. Palmer  
3530 North Hawes Road, #2  
Mesa, Arizona 85207

**Owner(s) of Lot(s) - 5 -**

The Owners hereby declare that Rick W. Palmer, Trustee of Sonoran Sunset Trust, is the Voting Member and Elane R. Palmer, Trustee of Sonoran Sunset Trust, is the Alternate Voting Member for:

Sonoran Sunset Trust:

By *Rick W. Palmer* <sup>Notes</sup> and/or By *Elane R. Palmer* <sup>Trustee</sup>  
Rick W. Palmer, Trustee Date 3-5-04 Elane R. Palmer, Trustee Date 3-5-04

Signature:

*Rick W. Palmer* 3-5-04 *Elane R. Palmer* 3-5-04

Rick W. Palmer, Husband, Personally Date Elane R. Palmer, Wife, Personally Date

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me, a Notary, for the County of Maricopa, State of Arizona, this 5th day of March 2004, by Rick W. Palmer and Elane R. Palmer, Trustees and husband and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

*Melissa Palmer*  
Notary Public

My Commission Expires:

Feb 13, 2006



Notary Public State of Arizona  
Maricopa County  
Melissa Palmer  
Expires February 13, 2006





Gila County, AZ

DRES

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43.00

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): Evan A. Nielsen and  
Lena Gaye Nielsen as  
Community Property with Rights of Survivorship

Address: 20451 East Colt Drive  
Queen Creek, Arizona 85242

Owner(s) of Lot(s) - 7 -

The Owners hereby declare that Evan A. Nielsen is the **Voting Member** and Lena Gaye Nielsen is the **Alternate Voting Member** for:

Signature:

*[Handwritten Signature]* 3/15/04 *[Handwritten Signature]* 3/15/04

Evan A. Nielsen, Husband, Date

Lena Gaye Nielsen, Wife, Date

STATE OF ARIZONA )

) ss.

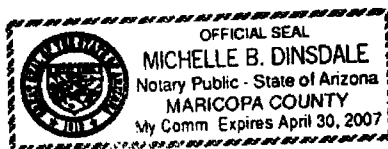
County of Maricopa )

The foregoing instrument was acknowledged before me, a Notary for the County of Maricopa, State of Arizona, this 15th day of March 2004, by Evan A. Nielsen and Lena Gaye Nielsen, husband and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

*[Handwritten Signature]*  
Notary Public

My Commission Expires:

4/30/2007





Gila County, AZ

DRES

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43.00

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): Big Venture, LLC, an Arizona Limited Company  
By: Kevin E. Palmer, Its Manager or  
Vickie P. Palmer, Its Associate Manager

Address: 3768 East Tremaine Court  
Gilbert, Arizona 85234

**Owner(s) of Lot(s) - 8 -**

The Owners hereby declare that Kevin E. Palmer, Trustee of Big Venture, LLC, is the Voting Member and Vickie P. Palmer, Trustee of Big Venture, LLC, is the Alternate Voting Member for:

Big Venture, LLC, an Arizona Limited Company

By Kevin E. Palmer 3-9-04 and/or  
Kevin E. Palmer, Manager Date

By Vickie P. Palmer 3-9-04  
Vickie P. Palmer, Associate Manager, Date

Signature:

Kevin E. Palmer 3-9-04  
Kevin E. Palmer, Husband, Personally Date

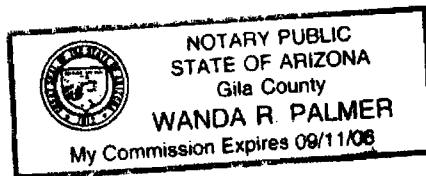
Vickie P. Palmer 3-9-04  
Vickie P. Palmer, Wife, Personally Date

STATE OF ARIZONA )  
 ) ss.  
County of Gila )

The foregoing instrument was acknowledged before me, a Notary for the County of Gila, State of Arizona, this 9<sup>th</sup> day of March 2004, by Kevin E. Palmer, Manager and husband personally and Vickie P. Palmer, Associate Manager and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

Wanda R. Palmer  
Notary Public

My Commission Expires:  
9/11/06





Gila County, AZ

DRES

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, for:

Name(s): Kevin E. Palmer and  
Vickie P. Palmer  
Community Property with Rights of Survivorship

Address: 3768 East Tremaine Court  
Gilbert, Arizona 85234

**Owner(s) of Lot(s) - 9 -**

The Owners hereby declare that Kevin E. Palmer, is the Voting Member and Vickie P. Palmer, is the Alternate Voting Member for:

Signature:

*Kevin E. Palmer* 4-7-04 *Vickie P. Palmer* 4-7-04  
Kevin E. Palmer, Husband, Personally Date: Vickie P. Palmer, Wife, Personally Date

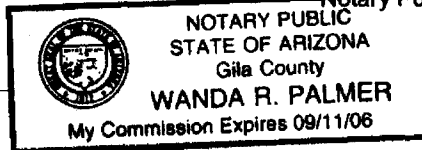
STATE OF ARIZONA )  
 ) ss.  
County of Gila )

The foregoing instrument was acknowledged before me, a Notary for the County of Gila, State of Arizona, this 7<sup>th</sup> day of April, 2004, by Kevin E. Palmer and Vickie P. Palmer, husband and wife, who delivered proof that he/she or they was/were the party(ies) signing herein above.

*Wanda R. Palmer*  
Notary Public

My Commission Expires:

9/11/06





Gila County, AZ

DRES

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): **Braziel Family Trust**  
By **Ronald W. Braziel, Trustee and/or**  
**Debra T. Braziel, Trustee**

Address: **11424 North 53<sup>rd</sup> Place,**  
**Scottsdale, Arizona 85254**

**Owner(s) of Lot(s) - 10 and 11:**

The Owners hereby declare that **Ronald W. Braziel** is the **Voting Member** and **Debra T. Braziel** is the **Alternate Voting Member** for:

**Braziel Family Trust**

By *Ronald W. Braziel* *4/7/04*  
Ronald W. Braziel, Trustee Date

and/or By *Debra T. Braziel* *4/7/04*  
Debra T. Braziel, Trustee Date

Signature:

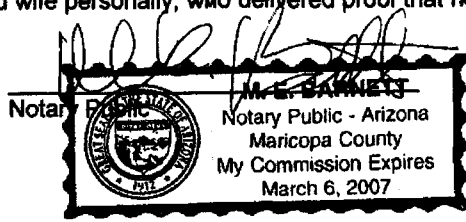
*Ronald W. Braziel* *4/7/04*  
Ronald W. Braziel, Husband, Personally Date

*Debra T. Braziel* *4/7/04*  
Debra T. Braziel, Wife, Personally Date

STATE OF ARIZONA )  
County of *Maricopa* ) ss.

The foregoing instrument was acknowledged before me, a Notary for the County of *Maricopa*, State of Arizona, this *7<sup>th</sup>* day of *April*, 2004, by Ronald W. Braziel and Debra T. Braziel, Trustees and husband and wife personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

My Commission Expires:  
*March 6, 2007*





Gila County, AZ

DRES

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, for:**

Name(s): Timothy M. Kipp and  
Charlene Kipp as  
Community Property with Rights of Survivorship

Address: 901 West Iris Drive  
Gilbert, Arizona 85233

**Owner(s) of Lot(s) - 12 -**

The Owner hereby declares that Timothy M. Kipp is the Voting Member and Charlene Kipp is the alternate Voting Member for.

Signature:

Timothy M. Kipp 4-15-04 Charlene Kipp 4-15-04  
Timothy M. Kipp, Husband Date Charlene Kipp, Wife Date

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The, foregoing instrument was acknowledged before me, a Notary for the County of Maricopa, State of Arizona, this 15 day of May 2004, by Timothy M. Kipp and Charlene Kipp, Husband and wife, personally, who delivered proof that they are the parties signing herein above.

Ruth Marie Holland  
Notary Public

My Commission Expires:





Gila County, AZ

DRES

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43.00

Signature Page To  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, for:

Name(s): Marie M. Blandford

Address: HC1 1198H  
Payson, AZ 85541

Owner(s) of Lot(s) - 13 -

The Owners hereby declare that Marie M. Blandford is the Voting Member for:

Signature:

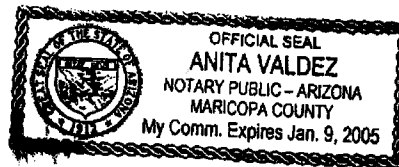
*Marie M. Blandford*  
Marie M. Blandford, Wife, Personally Date

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, a Notary for the County of Maricopa, State of Arizona, this 10TH day of MARCH 2004, by Marie M. Blandford, a Widow personally, who delivered proof that he/she or they was/were the party(ies) signing herein above.

*Anita Valdez*  
Notary Public

My Commission Expires:  
Jan 9, 2005





# OPERATING AGREEMENT of GORDON CANYON CREEK HOA, LLC

an Arizona Limited Liability Company

The undersigned Members, on this 17th day of January, 2004, pursuant to Article XV of the Articles of Organization hereby adopt this Operating Agreement, inclusive of all of the provision herein incorporated under each of the respective Articles below, which shall direct the management, regulation and government of the business affairs and property of this Limited Liability Company ("LLC"); provided, however, that all such authorities, powers, rights and regulations are consistent with the State and Federal Laws, the Articles of Organization ("Articles") and the Declaration of Covenants, Conditions and Restrictions ("CC&R's"). The terms of this Agreement are to be interpreted consistent with Article V of the Articles of this LLC which is hereby incorporated by reference.

## I. OPERATION AND PURPOSE

The Registered Office, Statutory Agent, Business Purpose, Record Date, Fiscal Year and general operation of this LLC are defined in the Articles of the Association and are hereby incorporated by reference as currently stated or as shall be amended from time to time in the future.

## II. MEETINGS OF MEMBERS

### a. Meeting of Members.

The Annual Meeting of the Members shall be held on the third Saturday of April of each year at 10:00 a.m. at the Subdivision or other designated location conveniently accessible to the Members. The meeting shall be held to elect or re-affirm officers and attend to the business and operation of the Subdivision and the Association.

Special meetings of the Members shall be called according to Article VII of the Articles.

All meetings of the Members shall be conducted in compliance with the rules and requirements of both Quorum and Proxy as contained in Article VII of the Articles of Organization.

### b. Notice of Meetings.

All Members shall receive written notice not more than sixty (60) and not less than thirty (30) days prior to any meeting of the members. This Notice shall include the date, time and location of the meeting and a detailed agenda of the matters to be discussed at the meeting. This Notice is to be delivered to each Voting Member at the current Address of Record.

A detailed agenda of the items to be discussed at any Meeting of the Members shall be included with the Notice of the meeting sent to the Members.

### c. Address of Record.

Each Member shall designate a physical address, email address, fax number or other preferred "address" to which notice of meetings, minutes of meetings and other written communication from the Association can be received. All communication with the Member shall be sent to this Address. The Member may modify this Address by providing an officer of the Association with a signed, written letter of instruction regarding the change and the effective date for the change.

### d. Waiver of Notice.



All meetings of the Members may be lawfully convened upon the unanimous consent of the Members to waive formal notice of said meeting. Said Waiver of Notice of Meeting shall be in writing, upon proper form and signed by all members.

**e. Discussion of Non-Agenda Items at Meetings.**

Any and all matters of business raised at any meeting that was not included in the detailed agenda distributed to member with the notice of the meeting may be discussed by the Members, but may not be approved without the written unanimous consent of all Voting Members. This consent may be obtained at the meeting if all Members are physically present or after the meeting but must represent the actual consent of each Member. Written consent to approval of "non-agenda" items may not be obtained by Proxy.

**III. OFFICERS**

The officers of the Association are authorized only to take such action and conduct such business as is permitted under the provisions of Article XII of the Articles of Organization.

**a. President.**

The President shall make every good faith effort to insure that the Association is operated in compliance with federal and state law, the Articles of the Association and this Operating Agreement. The President may sign all checks, deeds and conveyances, all contracts and agreements, and all other instruments requiring execution on behalf of the Association, and shall act as operating and directing head of the Association, on all matters authorized by the Members. The President shall preside at meetings of the members. The President is not authorized to take any action on behalf of the Association which is not first authorized by the Members.

**b. Vice-President.**

The Vice-President shall perform the duties assigned by the Members, and shall have all the powers and perform all the duties of the President if the President is temporarily absent or unable to act. If the President is permanently absent or unable to act, the Members shall declare the office vacant and choose a successor.

**c. Secretary/Treasurer.**

The Secretary/Treasurer shall see that the minutes of all meetings of the Members and other committees are kept. The Secretary/Treasurer shall give or cause to be given required notices of all meetings of the members. The Secretary/Treasurer shall have charge of all the books and records of the Association and in general shall perform all the duties incident to the office of Secretary of an LLC and such other duties as may be assigned by the Members or the President.

The Secretary/Treasurer shall have general custody of the funds and securities of the Association. The Secretary/Treasurer shall see to the deposit of the funds of the Association in the bank or banks of account. The Secretary/Treasurer shall render financial statements to the President and to all Members at proper times. The Secretary/Treasurer shall have charge of the preparation and filing of reports, financial statements, and tax returns as required by law.

**d. Compensation.**

No Member shall receive compensation for services rendered for the Association in the role of Officer or other appointed position. However, any Member may be reimbursed for actual expenses incurred in the performance of duties when authorized at a regular or special meeting called for such purpose.

**e. Resignation and Removal.**

Any officer and/or committee member(s) may be removed from office by a vote of nine (9) of the Voting Members. Any officer and/or committee member(s) may resign at any time by giving written notice to an officer of the Association. Such resignation shall take effect on the date of





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ATTACHMENT

receipt of such notice or at any other time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

**IV. COMMITTEES**

**a. Architectural Control and Other Committees.**

The Members shall appoint an Architectural Control Committee, as provided in the Articles, and the CC&R's by a majority vote, seven (7) of thirteen (13). In addition, the Members by a similar vote may appoint other committees as determined and reasonably necessary and appropriate in carrying out the purposes of the "Association".

**b. Committee Chairman.**

One member of each committee shall be appointed chairman of such committee by a majority vote of the Members. Said chairman shall preside over all meetings of the committee.

**c. Vacancies.**

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the appointment of the original members.

**d. Quorum.**

Unless otherwise provided in the written consent of the members designating the committee, a majority of the whole committee shall constitute a quorum; and therefore, the act of the majority of the committee members shall be the act of the whole committee.

**V. BOOKS, RECORDS, CHECKS AND DEPOSITS**

**a. Books and Records.**

This Association shall keep correct and complete books and records of accounts, transactions, and written minutes of all proceedings of its members and any committees. The books, records and papers of this Association shall at all times, during reasonable business hours by appointment, be subject to reasonable inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**b. Checks and Drafts.**

All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of this Association shall be valid only when signed by two (2) officers of the Association.

**d. Deposits.**

All funds of this LLC shall be promptly deposited from time to time to the credit of this company in such banks, trust companies or other depositories as selected by the members.

**VI. MEMBERSHIP CERTIFICATES**

The President shall cause to be issued to each member, one certificate for each Membership, signed by the President and Secretary/Treasurer, certifying the interest in the Association.

IN WITNESS WHEREOF, the foregoing OPERATING AGREEMENT was adopted on the day and date first above written by all of the undersigned Members of GORDON CANYON CREEK HOA, LLC, an Arizona Limited Liability Company.



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**Douglas Family Trust (Lots 1 and 2)**

By Jay W. Douglas 2/28/04  
Jay W. Douglas, Its Trustee Date

and/or

By Lynn P. Douglas 2/28/04  
Lynn P. Douglas, Its Trustee Date

**Reiff Revocable Living Trust (Lots 3 and 6)**

By \_\_\_\_\_  
David S. Reiff, Its Trustee Date

and/or

By \_\_\_\_\_  
Joyce J. Reiff, Its Trustee Date

**Boehm Family Trust (Lot 4)**

By \_\_\_\_\_  
Raymond W. Boehm, Its Trustee and/or Date

and/or

By \_\_\_\_\_  
Barbara P. Boehm, Its Trustee Date

**Sonoran Sunset Trust (Lot 5)**

By \_\_\_\_\_  
Rick W. Palmer, Its Trustee Date

and/or

By \_\_\_\_\_  
Elane R. Palmer, Its Trustee Date

**Evan A. and Lena G. Nielsen (Lot 7)**

By \_\_\_\_\_  
Evan A. Nielsen, Husband Date

and/or

By \_\_\_\_\_



ATTACHMENT

Douglas Family Trust (Lots 1 and 2)

By \_\_\_\_\_  
Jay W. Douglas, Its Trustee Date \_\_\_\_\_

and/or

By \_\_\_\_\_  
Lynn P. Douglas, Its Trustee Date \_\_\_\_\_

Reiff Revocable Living Trust (Lots 3 and 8)

By Dave Reiff 3-3-04  
Dave S. Reiff, Its Trustee Date \_\_\_\_\_

and/or

By Joyce D. Reiff 03/03/04  
Joyce D. Reiff, Its Trustee Date \_\_\_\_\_

Boehm Family Trust (Lot 4)

By \_\_\_\_\_  
Raymond W. Boehm, Its Trustee and/or Date \_\_\_\_\_

and/or

By \_\_\_\_\_  
Barbara P. Boehm, Its Trustee Date \_\_\_\_\_

Sonoran Sunset Trust (Lot 5)

By \_\_\_\_\_  
Rick W. Palmer, Its Trustee Date \_\_\_\_\_

and/or

By \_\_\_\_\_  
Elane R. Palmer, Its Trustee Date \_\_\_\_\_

Evan A. and Lana G. Nielsen (Lot 7)

By \_\_\_\_\_  
Evan A. Nielsen, Husband Date \_\_\_\_\_

and/or

By \_\_\_\_\_



Gila County, AZ

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**Douglas Family Trust (Lots 1 and 2)**

By \_\_\_\_\_  
Jay W. Douglas, Its Trustee Date

and/or

By \_\_\_\_\_  
Lynn P. Douglas, Its Trustee Date

**Reiff Revocable Living Trust (Lots 3 and 6)**

By \_\_\_\_\_  
David S. Reiff, Its Trustee Date

and/or

By \_\_\_\_\_  
Joyce J. Reiff, Its Trustee Date

**Boehm Family Trust (Lot 4)**

By Raymond W. Boehm 4-17-04  
Raymond W. Boehm, Its Trustee and/or Date

and/or

By Barbara P. Boehm 4-17-04  
Barbara P. Boehm, Its Trustee Date

**Sonoran Sunset Trust (Lot 5)**

By Rick W. Palmer 3-5-04  
Rick W. Palmer, Its Trustee Date

and/or

By Elane R. Palmer 3-5-04  
Elane R. Palmer, Its Trustee Date

**Evan A. and Lena G. Nielsen (Lot 7)**

By Evan A. Nielsen 3/15/04  
Evan A. Nielsen, Husband Date

and/or

By Lena G. Nielsen 3/15/04  
Lena G. Nielsen Date



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Lena Gaye Nielsen, Wife

Date

Big Venture, LLC (Lot 8)

By Kevin E. Palmer  
Kevin E. Palmer, Its Manager

3-9-04  
Date

and/or

By Vickie P. Palmer  
Vickie P. Palmer, Its Associate Manager

3-9-04  
Date

Kevin E. and Vickie P. Palmer (Lot 9)

By Kevin E. Palmer  
Kevin E. Palmer, Husband

3-9-04  
Date

and/or

By Vickie P. Palmer  
Vickie P. Palmer, Wife

3-9-04  
Date

Braziel Family Trust (Lot 10 and 11)

By \_\_\_\_\_  
Ronald W. Braziel, Its Trustee

Date

and/or

By \_\_\_\_\_  
Debra T. Braziel, Its Trustee

Date

Timothy M. and Charlene Kipp (Lot 12)

By \_\_\_\_\_  
Timothy M. Kipp, Husband

Date

and/or

By \_\_\_\_\_  
Charlene Kipp, Wife

Date

Marie M. Blandford (Lot 13)



Gila County, AZ

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2004-012093

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08/04/2004 10:01A  
43.00

ZACHMENT

Lena Gaye Nielsen, Wife

Date

Big Venture, LLC (Lot 8)

By \_\_\_\_\_  
Kevin E. Palmer, Its Manager

Date

and/or

By \_\_\_\_\_  
Vickie P. Palmer, Its Associate Manager

Date

Kevin E. and Vickie P. Palmer (Lot 9)

By \_\_\_\_\_  
Kevin E. Palmer, Husband

Date

and/or

By \_\_\_\_\_  
Vickie P. Palmer, Wife

Date

Braziel Family Trust (Lot 10 and 11)

By Ronald W. Braziel  
Ronald W. Braziel, Its Trustee

4/7/04

Date

and/or

By Debra T. Braziel  
Debra T. Braziel, Its Trustee

4/7/04

Date

Timothy M. and Charlene Kipp (Lot 12)

By \_\_\_\_\_  
Timothy M. Kipp, Husband

Date

and/or

By \_\_\_\_\_  
Charlene Kipp, Wife

Date

Marie M. Blandford (Lot 13)



Gila County, AZ

DRES

2004-012093

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08/04/2004 10:01A  
43.00

ATTACHMENT

Lena Gaye Nielsen, Wife

Date

**Big Venture, LLC (Lot 8)**

By \_\_\_\_\_  
Kevin E. Palmer, Its Manager

Date

and/or

By \_\_\_\_\_  
Vickie P. Palmer, Its Associate Manager

Date

**Kevin E. and Vickie P. Palmer (Lot 9)**

By \_\_\_\_\_  
Kevin E. Palmer, Husband

Date

and/or

By \_\_\_\_\_  
Vickie P. Palmer, Wife

Date

**Braziel Family Trust (Lot 10 and 11)**

By \_\_\_\_\_  
Ronald W. Braziel, Its Trustee

Date

and/or

By \_\_\_\_\_  
Debra T. Braziel, Its Trustee

Date

**Timothy M. and Charlene Kipp (Lot 12)**

By Timothy M Kipp  
Timothy M. Kipp, Husband

3-9-04  
Date

and/or

By Charlene Kipp  
Charlene Kipp, Wife

3-9-04  
Date

**Marie M. Blandford (Lot 13)**

FROM : BLANDFORD



Gila County, AZ

DRES

2004-012093

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08/04/2004 10:01A  
43.00

6:47PM P5

ATTACHMENT

By Marie M. Blandford 3-1-04  
Marie M. Blandford Date

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UNOFFICIAL COPY



WHEN RECORDED, RETURN TO:

Patricia A. Bushkin  
BEUS, GILBERT & MORRILL  
3200 North Central Avenue  
1000 Great American Tower  
Phoenix, Arizona 85012-2417

DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 22<sup>nd</sup> day of July, 1989, by the undersigned Owners of Lots in GORDON CANYON CREEK ESTATES, hereinafter referred to as "Declarants."

W I T N E S S E T H :

WHEREAS, Declarants are the Owners of the Lots set forth adjacent to each Declarant's signature in GORDON CANYON CREEK ESTATES, according to the plat of record recorded September 8, 1976, in Map File No. 543 in the office of the County Recorder of Gila County, Arizona;

WHEREAS, a Declaration of Covenants, Assessments, Liens, Conditions, Restrictions, and Water Agreement dated June 11, 1976, pertaining to all of the Lots and tracts in GORDON CANYON CREEK ESTATES was recorded December 12, 1976, in Docket 419, page 183, in the office of the County Recorder of Gila County, Arizona, and amended in its entirety by that Declaration of Covenants, Conditions, and Restrictions, dated December 22, 1988, and recorded December 23, 1988, in Docket 755, Page 214, in the Office of the County Recorder of Gila County, Arizona. A copy of the Declaration of Covenants, Conditions, and Restrictions (the

"Declaration") is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Gordon Canyon Creek Properties, Inc., an Arizona corporation, is in the process of dissolving and liquidating all of its assets pursuant to Arizona Revised Statutes Section 10-083 et seq. and the Owners have formed, or are in the process of forming, Gordon Canyon Creek Properties Homeowners' Association, an Arizona nonprofit corporation, as its successor;

WHEREAS, Gordon Canyon Creek Properties Homeowners' Association may not have or issue shares of stock pursuant to Arizona Revised Statutes Section 10-1026;

WHEREAS, Article IX, Section 4 of the Declaration provided for amendment of the Declaration by an instrument in writing signed by not less than two-thirds (2/3) of the outstanding Shares of the Association; and

WHEREAS, Declarants desire to amend the original Declaration.

NOW, THEREFORE, Declarants declare that the Declaration is hereby amended, effective upon formation of Gordon Canyon Creek Properties Homeowners' Association, by deleting such Declaration in its entirety and inserting in lieu thereof the following new Declaration. Declarants also declare that all of the real property included in GORDON CANYON CREEK ESTATES shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run

with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona nonprofit corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona nonprofit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to all real property included in GORDON CANYON CREEK ESTATES and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean those portions of the Properties (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title, to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by any Owner for any period during which any assessment against his Lot remains unpaid;
- (b) the right of the Association to limit the number of guests of an Owner or lessee on a Lot or using the Common Areas;
- (c) the right of the Association to control and regulate, subject to reasonable egress and ingress of the individual Owners, the use of the private roadways or the Common Area; and
- (d) the right of the Association otherwise to regulate and change the character and extent of use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or occasional guests as specified in Article VII, Section 1, Subparagraph (v), or contract purchasers who reside on the property.

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership, which shall consist of all Owners. Each member shall be entitled to one vote for each Lot owned. When more than one person holds a fee simple interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and attorneys' fees, such assessments to be established and collected as hereinafter provided, and (3) special assessments for incidental or consequential damage to the Association caused by the owner's failure to comply with any provision of this Declaration, and (4) any other payments to the Association required hereunder, such assessments to be estab-

lished and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and such Owner shall not be relieved from that obligation by the sale of the property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The assessments shall also be used to establish, improve, and maintain a water system for the Properties that shall include a well, a pump, a 500-gallon pressure tank, a 5,000-gallon storage tank, a booster pump, and related equipment and water mains, together with a pump house large enough to house the pressure tank and fire equipment.

Section 3. Annual Assessments. The Association may fix annual assessments in such amounts as the Association deems necessary to meet the reasonable needs of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assess-

ment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of a majority of the Owners of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessment for Attorneys' Fees. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any attorneys' fees incurred by the Association, provided that any such assessment shall have the vote of a majority of the Owners of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice

requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. The amounts of both annual and special assessments will be set by the Association and will be due and owing at such reasonable times as are designated by the Association, but not less than thirty (30) days after such notice is given.

Section 8. Previous Assessments. The assessments previously levied pursuant to the original declaration and the amended Declaration shall continue in full force and effect and shall not be affected by this Amendment. All such previous assessments shall be paid by members to the Association, and the Association shall have the collection remedies specified in this Amendment to enforce such assessments.

Section 9. New Assessments and Certificates. Written notice of any assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association, but not less than thirty (30) days after such notice is given. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30)



days after the due date shall bear interest from the due date at the prime rate quoted by Valley National Bank of Arizona, or its successor, as such rate may change from time to time, plus two percent (2%) per annum. After at least thirty (30) days notice by the Association, the Association may bring an action against the Owner personally obligated to pay the same, or foreclose any lien created by such assessments against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure sale or transfer shall relieve such Lot from liability for any assessments becoming due after the date thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

Subject to Article IX, Section 2, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications . . .

showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Association. In the event said Association, or its designated Architectural Control Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required, and this Article shall be deemed to have been fully complied.

#### ARTICLE VI

##### NOTICE OF SALE

within thirty (30) days after the sale of a Lot, the Owner shall notify the Association in writing of the date of the sale and the buyer's name and mailing address.

#### ARTICLE VII

##### USE AND OCCUPANCY RESTRICTIONS

Section 1. Lots. All Lots shall be used exclusively for single-family residential purposes and shall contain a minimum of 1900 square feet of interior floor space, excluding porches, garages, carports, and patios. One guest cottage may be constructed on each Lot, but only after completion of a single family residence thereon.

(a) New and Permanent Construction. All improvements shall be of new and permanent construction, and no improvements shall

be moved onto, from, and within any Lot, except acceptable storage facilities or sheds, as defined by subparagraph (f) below; provided, however, that temporary structures may be placed and maintained on a Lot for a period not exceeding eighteen (18) months in connection with the construction of improvements thereon, if previously approved and authorized in writing by the Association or its designated Architectural Control Committee. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

(b) Prosecution of Construction, Maintenance, and Repairs. All construction, maintenance, and repair work shall be prosecuted diligently from commencement until completion. All buildings shall be completed within eighteen (18) months after the commencement of construction. The time limits set forth in this paragraph shall be extended by any period during which construction is not able to proceed due to Acts of God, weather conditions, labor disturbances, actual inability to procure necessary materials, or other causes beyond the reasonable control of the Owner.

(c) Motor Vehicles. Recreational vehicles (i.e.) motorcycles, dune buggies, ATC's, etc.) shall operate only for reasonable recreational or legitimate transportation purposes, and shall operate only on Common Area roads, and on or within the relevant Owner's Lot. All such vehicles should be properly baffled or muffled. Riding shall not be repetitive in one

location, and shall not be done in front of other landowner's property so as to cause dust or other similar nuisance.

(d) Maintenance and Repair of Improvements. No improvement shall be permitted to fall into disrepair. Owners shall maintain in good repair all exterior surfaces, including but not limited to walls, porches, patios, and appurtenances.

(e) Storage. No exterior storage of any kind shall be permitted, except with prior written approval and authorization of the Association or its designated Architectural Control Committee. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from other Lots and streets. This provision shall apply, without limitation, to trash, garbage and woodpiles; however, woodpiles may remain unscreened and unconcealed provided they are neatly stacked. Further, camping trailers, boat trailers, travel trailers, motorhomes, pick-up camper units, automobiles, trucks or other vehicles, regardless of ownership, age, condition, or appearance, the use of which could be construed as being neglected, abandoned, or otherwise not in frequent use, shall not be permitted, unless such vehicles are attractively screened or concealed from view. A vehicle shall be deemed to be used infrequently if such vehicle has been parked, stored or kept in the same location for a period of four (4) months or more.

(f) Garbage. No garbage or trash shall be placed outside of any building, except in proper containers meeting the

specifications, if any, of the Association or its designated Architectural Control Committee. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon,

(g) Outside\*Speakers and Amplifiers. No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside, of any building, which shall disturb the quiet enjoyment of those properties surrounding the Lot utilizing such equipment.

(h) Outside Lighting. No outside lighting, other than indirect lighting, and reasonable security lighting, shall be placed, allowed, or maintained on any Lot, unless it is shielded from other Lots and has been approved by the Association of its designated Architectural Committee.

(i) Animals. No animals, reptiles or birds of any kind shall be raised, bred, or kept in any building or on any Lot; provided, however: (1) small, ordinary household pets may be kept so long as they are not, or do not become or appear to be, a nuisance, threat to Owners, or otherwise objectionable to other Owners, (2) one horse may be kept on each Lot, and the right of an Owner to keep one horse on his Lot may be assigned for a period of no more than six (6) consecutive months to the Owner of another Lot, (3) fish kept in small stock ponds or pools may be allowed.

(j) Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot which might induce, breed, or harbor plant diseases or noxious insects.

(k) Machinery, Fixtures, and Equipment. No machinery, fixtures, or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment, antennae, clothes washers and dryers and clotheslines, shall be placed, allowed or maintained outside from any dwelling units, except with prior written approval and authorization of the Association or its designated Architectural Control Committee. Any such machinery, fixtures or equipment shall be attractively screened or concealed from view of other Lots and streets and in such manner that the screening or concealment appears to be part of the architectural design of the existing structures. Any television antennas or satellite dishes which need to be apart from the main structure or building for best reception, may be established, upon approval of the Association or its designated Architectural Control Committee.

(l) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground of any Lot, except to the extent, if any, that underground placement thereof might be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(m) Signs. No exterior signs or advertisements of any kind may be placed, allowed, or maintained on any Lot, except that traditional mailboxes, residential or ranch nameplates, and not more than one "for sale" or "for rent" signs not larger than four square feet may be placed and maintained on any Lot. An additional sign may be placed at the entrance to the subdivision, upon approval of the Association.

(n) Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation motor vehicles, shall be made as a regular commercial activity upon any portion of any Lot within view of other Lots and streets.

(o) Oil and Mineral Activity. No oil exploration, drilling, development, or refining operation, and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts, shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

(p) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use.

(q) Misuse and Mismaintenance. No Lot shall be maintained or utilized in such a manner as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or Lots; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

The determination as to whether an activity is noxious or offensive shall be made in good faith.

(r) Violation of Statutes, Ordinances, and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Arizona, the County of Gila, or any other governmental agency or subdivision having jurisdiction, or in violation of this Declaration or of any covenants, conditions, or restrictions applicable to said Lot.

(s) Businesses. No trade, business, profession, or other commercial activity; and no health or educational activities shall be conducted from or on any Lot or portion of the Property.

(t) Leases. No Owner shall permit his Lot or Dwelling Unit to be used for transient hotel purposes or shall lease less than the entire Lot and Dwelling Unit. Any lease or occupancy agreement shall be in writing, shall be for a term of no more than twelve (12) months, and shall expressly provide that its terms are subject in all respects to the provisions of this Declaration and that a violation of any such provisions shall be a default under such lease.

(u) Removal of Trees. No living trees shall be removed from a Lot, except for safety or construction reasons, without the prior written consent of the Association or its designated Architectural Control Committee.

(v) Guests. No Owner or lessee shall have more than fifty (50) non-family members per acre as overnight guests on his Lot



at any one time; provided, however, that the Association may, in its reasonable discretion, approve in advance overnight stay by groups in excess of fifty (50) non-family members per Lot. For purposes of this paragraph, non-family members shall include all persons not within three (3) degrees of consanguinity of the Owner or lessee by blood or marriage.

Section 2. Exemption for Purposes of Construction, Development, and Sale. The Association or its designated Architectural Control Committee shall have the right, during the period of construction, development, and sale, to grant reasonable and specifically limited exemptions in writing from these restrictions to any developer, builder or contractor, or any Owner; provided, however, neither the Association nor its designated Architectural Control Committee shall permit a guest cottage to be built on a Lot prior to the completion of a single family residence thereon. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor, and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location, or time than is reasonably required and shall in no event exceed twenty-four (24) months in duration.

Section 3. Rules and Regulations. The Association may further restrict the use of the Lots or the Common Area by adoption of rules and regulations pursuant to the same procedure

as required for adoption or amendment of the bylaws of the Association.

#### ARTICLE VIII

##### UTILITY EASEMENT

Notwithstanding any other provision hereof, there is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing, and maintaining all utility and service lines and systems, including without limitation water, sewer, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Properties and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Properties; provided, that no such utility and service lines or system may be installed or relocated on the Properties except as approved by the Association or its designated Architectural Control Committee. This easement shall in no way affect any other recorded easements on the Properties.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien, and charges now or hereafter imposed by the provisions of

this Declaration. The prevailing party in any such action shall be entitled to recover his costs, attorneys' fees, and other expenses. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Pre-existing Conditions. Prior to the date these amended conditions, covenants and restrictions are adopted and recorded for the benefit of the above subdivision, any Owner may request the Association to inspect their Lot upon which existing structures exist, determine compliance with these conditions, covenants and restrictions by letter, or provide a written list within ten (10) days after inspection of those items which are not acceptable and which must be corrected within sixty (60) days from the date of the inspection. If any problems listed in writing are corrected within sixty (60) days, then the Association shall issue a letter of acceptability. Once a Lot Owner has a letter of acceptability from the Association, then such Association is forever barred from asserting any claim for noncompliance of such pre-existing conditions.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded,

after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended totally or in part and as to all or less than all of the Properties by an instrument signed by not less a majority of the Owners of the Lots. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the written consent of a majority of the Owners of the Lots. None of the existing platted Lots shall be diminished to enlarge any common areas.

Section 6. Counterparts. This Amendment may be executed in counterparts.

Section 7. Interpretation. The Association shall have the exclusive right to construe and interpret these Declarations and, in the absence of any adjudication to the contrary by a court of competent jurisdiction, or arbitration, the Association's construction or interpretation of this amended Declaration shall be final, conclusive, and binding upon all persons, except that the Association may reconsider its interpretation after any Lot Owner has filed a request for reconsideration within thirty (30) days after such Association's decision. Any such Lot Owner filing a request for reconsideration shall, at the same time, file a written memorandum of his position concerning such decision, citing points and authorities for his position. Within fifteen (15) days subsequent to the filing of such request for reconsideration, the Association shall meet, with the requesting

Lot Owner present, and shall discuss the issues presented by the request for reconsideration. Within fifteen (15) days following such meeting, the Association shall issue its final determination.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands on the dates shown adjacent to their signatures below.

Names: Elsie Towner

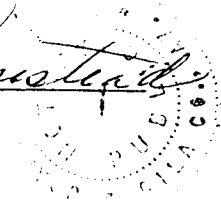
Signature *Elsie Towner*

Owners of Lots 1 and 2

Address: Post Office Box 549  
Litchfield Park, Arizona 85340

STATE OF ARIZONA )  
County of Gila ) ss.

22 The foregoing instrument was acknowledged before me this day of July, 1989, by ELSIE TOWNER.

*Janna Remstead*  
Notary Public  


My Commission Expires:

Feb 3, 1991

Names: Dave S. Reiff  
Janice J. Reiff

Signatures [Handwritten Signature]  
[Handwritten Signature]

Owners of Lots 3 and 6

Address: 5800 North 38th Place  
Paradise Valley, Arizona 85253

STATE OF ARIZONA )  
County of Gila ) ss.

The foregoing instrument was acknowledged before me this 22 day of July, 1989, by DAVE S. REIFF and JANICE J. REIFF.

[Handwritten Signature]  
Notary Public

My Commission Expires:  
Feb 3, 1991

Names: Richard Snell  
Alice W. Snell

Signatures Jerry P. Homan  
JERRY P. HOMAN  
ATTORNEY-IN-FACT FOR  
RICHARD SNELL AND  
ALICE W. SNELL

Owners of Lot 4

Address: 4515 North Dromedary Road  
Phoenix, Arizona, 85018

STATE OF ARIZONA )  
County of Gila ) ss.

The foregoing instrument was acknowledged before me this 22 day of July, 1989, by ~~RICHARD SNELL and ALICE W. SNELL~~. BY JERRY P. HOMAN, ATTORNEY-IN-FACT FOR RICHARD SNELL AND ALICE W. SNELL.

Janna R. ...  
Notary Public

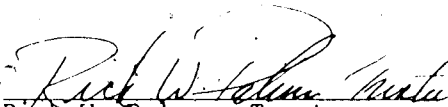
My Commission Expires:  
Feb 3, 1991

Name: J & N Family Revocable  
Living Trust

J & N Family Revocable  
Living Trust

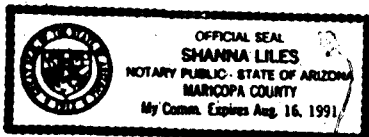
Owners of Lot 5

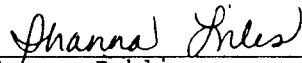
Address: 1820 East Lockwood  
Mesa, Arizona 85203

By   
RICK W. PALMER, Trustee

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa            )

The foregoing instrument was acknowledged before me this  
26th day of July, 1989, by RICK W. PALMER, who acknowledged to  
be the Trustee of the J & N Family Revocable Living Trust.



  
Notary Public

My Commission Expires:  
8-16-91



Names: Jerry P. Human

Signatures

Velma Human

*Jerry P. Human*  
*Velma Human*

Owners of Lot 7

Address: 2848 East Brown Road, #2  
Mesa, Arizona 85201

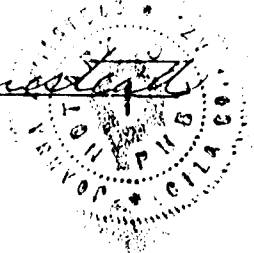
STATE OF ARIZONA )

) ss.

County of Gila )

The foregoing instrument was acknowledged before me this  
22 day of July, 1989, by JERRY P. HUMAN and VELMA HUMAN.

*Jeanne Pennington*  
Notary Public



My Commission Expires:

Feb 3, 1991

Names: T Bar T Family Trust

Signature: T BAR T FAMILY TRUST

c/o Rick W. Palmer,  
Trustee

By *Rick W. Palmer Trustee*  
Rick W. Palmer, Trustee

Owners of Lots 8 and 9

Address: 1820 East Lockwood  
Mesa, Arizona 85203

STATE OF ARIZONA                    )  
  ) ss.  
County of Maricopa                    )

The foregoing instrument was acknowledged before me this *Neth* day of July, 1989, by RICK W. PALMER, who acknowledged to be the Trustee of T Bar T Family Trust, for and on behalf of said trust.



*Shanna Liles*  
Notary Public

My Commission Expires:

8-16-91

Names: Roy Bryan  
Delores G. Bryan

Signatures *[Handwritten signatures of Roy Bryan and Delores G. Bryan]*

Owners of Lots 10 and 11

Address: c/o Electric Control Co.  
6817 N. 55th Ave.  
Glendale, Arizona 85301

STATE OF ARIZONA )  
County of MARICOPA ) ss.

The foregoing instrument was acknowledged before me this 25 day of July, 1989, by ROY BRYAN and DELORES G. BRYAN.

*[Handwritten signature of Notary Public]*  
Notary Public  
*[Notary Seal]*

**My Commission Expires:**  
My Commission Expires March 20, 1992

This signature page is for acceptance of the Declaration of Covenants Conditions and Restrictions for Gordon Canyon Creek Estates dated July, 1989.

This document is accepted by the owners of Lots #10 & #11 only with the continuing verbal agreement by all other Lot owners that all existing buildings, fences and other structures on Lots #10 & #11 be accepted as in compliance as of this date 7/22/89.

Names: Lattimer F. Ford  
Patricia F. Ford

Signatures: *Jerry P. Human*  
JERRY P. HUMAN  
Attorney-in-fact for  
Lattimer F. Ford and  
Patricia F. Ford

Owners of Lot 12

Address: 5540 East Calle del Medio  
Phoenix, Arizona 85018

STATE OF ARIZONA )  
County of Gila ) ss.

The foregoing instrument was acknowledged before me this  
22 day of July, 1989, by JERRY P. HUMAN, attorney-in-fact for  
LATTIMER F. FORD and PATRICIA F. FORD.

*Jessie Ann Mustard*  
Notary Public

My Commission Expires:  
2 Feb 1991

Names: Leon W. Florschuetz  
Connie Florschuetz

*Jerry P. Human*  
JERRY P. HUMAN  
Attorney in fact for  
Leon W. Florschuetz and  
Connie Florschuetz

Owners of Lot 13

Address: 1272 East Manhattan  
Tempe, Arizona 85882

STATE OF ARIZONA )  
County of Gila ) ss.

The foregoing instrument was acknowledged before me this  
15 day of July, 1989, by JERRY P. HUMAN, attorney in fact for  
LEON W. FLORSCHUETZ and CONNIE FLORSCHUETZ.

*Jerry P. Human*  
Notary Public

My Commission Expires:

*12/31/91*

Name: Gordon Canyon Creek Properties, Inc., an Arizona corporation  
Legal Name: GORDON CANYON CREEK PROPERTIES, INC., an Arizona corporation  
c/o Jerry P. Human, President

Owners of Common Area:  
Address: 2848 East Brown Road, #2  
Mesa, Arizona 85201

By: *Jerry P. Human*  
Jerry P. Human  
President

STATE OF ARIZONA )  
 ) ss.  
County of Gila )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 1989, by JERRY P. HUMAN, who acknowledged himself to be the President of Gordon Canyon Creek Properties, Inc., an Arizona corporation, for and on behalf of said corporation.

*[Signature]*  
Notary Public

My Commission Expires:

Name: Gordon Canyon Creek Properties Homeowners' Association, an Arizona nonprofit corporation  
Signature: GORDON CANYON CREEK PROPERTIES HOMEOWNERS' ASSOCIATION, an Arizona nonprofit corporation  
c/o Jerry P. Human, President

Owners of Common Areas  
Address: 2848 East Brown Road, #2  
Mesa, Arizona 85201

By *Jerry P. Human*  
Jerry P. Human  
President

STATE OF ARIZONA )  
County of Gila ) ss.

The foregoing instrument was acknowledged before me this 11th day of July, 1989, by JERRY P. HUMAN, who acknowledged himself to be the President of Gordon Canyon Creek Properties Homeowners' Association, an Arizona nonprofit corporation, for and on behalf of said corporation.

*Jerry P. Human*  
Notary Public

My Commission Expires:

*8/31/90*

B31 0019402 1810  
8:35 AM  
CK# 10121

579669

STATE OF ARIZONA, County of Gila, ss.

I do hereby certify that the within instrument was filed and recorded at request of Beus, Gilbert & Motzill

Date Aug. 11, 1989 Time 8:35 A. M., Docket 775 Official Records Page # 889-919

Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

By *Kaycee Reece* Deputy

56.123 GOR.CCR/5.0  
07/18/89

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Udall, Shumway, Blackhurst, Allen, Lyons & Davis, P.C.

Date Dec. 23, 1988 Time 3:50 P. M. Docket 755 Official Records Page 214 - 243

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAGLI, County Recorder

By Evelyn Neal Deputy

WHEN RECORDED, RETURN TO:

Barry C. Dickerson  
UDALL, SHUMWAY, BLACKHURST,  
ALLEN, LYONS & DAVIS, P.C.  
30 West First Street  
Mesa, Arizona 85201

DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 22nd day of December, 1988,  
by the undersigned Owners of Lots in GORDON CANYON CREEK ESTATES,  
hereinafter referred to as "Declarants."

W I T N E S S E T H :

WHEREAS, Declarants are the Owners of the Lots set forth  
adjacent to each Declarant's signature in GORDON CANYON CREEK  
ESTATES, according to the plat of record recorded September 8,  
1976, in Map File No. 543 in the office of the County Recorder of  
Gila County, Arizona;

WHEREAS, Declarations of Covenants, Assessments, Liens,  
Conditions, Restrictions, and Water Agreement dated June 11, 1976,  
pertaining to all of the Lots and tracts in GORDON CANYON CREEK  
ESTATES was recorded December 12, 1976, in Docket 419, page 183,  
in the office of the County Recorder of Gila County, Arizona;

WHEREAS, paragraph 7.5 of the original Declaration pro-  
vided for amendment of the Declaration by an instrument in writing  
signed by Owners of eight (8) or more of the Lots in GORDON CANYON  
CREEK ESTATES;

WHEREAS, Declarants desired to amend the original Dec-



NOW, THEREFORE, Declarants declare that the above-described original Declaration of Covenants, Assessments, Liens, Conditions, Restrictions, and Water Agreement is hereby amended by deleting such Declaration in its entirety and inserting in lieu thereof the following new Declaration. Declarants also declare that all of the real property included in GORDON CANYON CREEK ESTATES shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to GORDON CANYON CREEK PROPERTIES, INC., its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of GORDON CANYON CREEK PROPERTIES, INC., its successors and assigns.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to all real property included in GORDON CANYON CREEK ESTATES and such

additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean those portions of the Properties (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by any Owner for any period during which any assessment against his Lot remains unpaid;
- (b) the right of the Association to limit the number of guests of an Owner or lessee on a Lot or using the Common Areas;
- (c) the right of the Association to control and regulate, subject to reasonable egress and ingress of the individual Owners, the use of the private roadways or the Common Area; and
- (d) the right of the Association otherwise to regulate and change the character and extent of use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of GORDON CANYON CREEK PROPERTIES, INC., his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or occasional guests

as specified in Article VII, Section 1, Subparagraph (v), or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association and shall hold shares in the Association in proportion to the size their lot(s) bears to the total property. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Shares shall run with the Lots, and no shares may be transferred except in conjunction with the conveyance of a Lot. The Owner of any Lot transferred shall simultaneously transfer the Shares issued in conjunction with such Lot to the subsequent Owner.

Section 2. The Association shall have one class of voting membership, which shall consist of all Owners. Each member shall be entitled to one vote or corresponding fraction thereof for each outstanding Share or fraction thereof owned or controlled by such member.

Section 3.

(a) If Shares stand in the name of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or tenants by community property or otherwise, or if two or more persons have the same fiduciary relationship with respect to the same Shares, unless the Association is given written notice to the contrary, and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their

acts with respect to voting shall have the effect of (a) if only one votes, his act binds; (b) if more than one votes, the act of the majority so voting binds all; and (c) if more than one votes but the vote is evenly split on any one particular matter, each fraction may vote the Shares in question proportionally. Shares standing in the name of a married woman but not also standing in the name of her husband with such a designation of the mutual relationship on the certificate may be voted, and all rights incident thereto may be exercised in the same manner as if she were unmarried.

(b) Shares of its own stock belonging to the Association or to another corporation shall neither be entitled to vote nor counted for quorum purposes; provided, however, that nothing herein shall be construed as limiting the right of the Association to vote as proxy stock held by an existing Lot owner who has given proxy to vote such shares to the Association.

(c) Shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such provision, as the board of directors of such other corporation may determine.

(d) Shares held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such Shares into his name. Shares standing in the name of a trustee, other than a trustee in bankruptcy, may be voted by him either in person or by proxy, but no such trustee shall be entitled to vote Shares held by him without a transfer of such Shares into his name.

(e) Shares standing in the name of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors may be voted by such representative, either in person or by proxy. Shares held by or under the control of such a receiver or trustee may be voted by such receiver or trustee, either in person or by proxy, without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver or trustee was appointed.

(f) A shareholder whose Shares are pledged shall be entitled to vote such Shares until the Shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the Shares so transferred.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and attorney's fees, such assessments to be established and collected as hereinafter provided, and (3) special assessments for incidental or consequential damage to the Association caused by the owner's failure to comply with any provision of this Declaration, and (4) any other payments to the Association required hereunder, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a

continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and such owner shall not be relieved from that obligation upon sale of the property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The assessments shall also be used to establish, improve, and maintain a water system for the Properties that shall include a well, a pump, a 500-gallon pressure tank, a 5,000-gallon storage tank, a booster pump, and related equipment and water mains, together with a pump house large enough to house the pressure tank and fire equipment.

Section 3. Annual Assessments. The Association may fix annual assessments in such amounts as the Association deems necessary to meet the reasonable needs of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of

the Owners of a majority of the outstanding Shares of the Association which are being voted in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessment for Attorneys' Fees.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any attorneys' fees incurred by the Association, provided that any such assessment shall have the vote of the Owners of a majority of the outstanding Shares of the Association which are being voted in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. The amounts of both annual and special assessments will be set by the Association and will be due and owing at such reasonable times as are designated by the Association, but not less than thirty (30) days after such notice is given.

Section 8. Previous Assessments. The assessments previously levied pursuant to the original declaration shall continue in full force and effect and shall not be affected by this Amendment. All such previous assessments shall be paid by members to the Association, and the Association shall have the collection remedies specified in this Amendment to enforce such assessments.

Section 9. New Assessments and Certificates. Written notice of any assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association, but not less than thirty (30) days after such notice is given. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the prime rate quoted by Valley National Bank of Arizona, or its successor, as such rate may change from time to time, plus two percent (2%) per annum. After at least thirty (30) days notice by The Association, the Association may bring an action against the Owner personally obligated to pay the same, or foreclose any lien created by such assessments against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.



Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure sale or transfer shall relieve such Lot from liability for any assessments becoming after the date thereof.

## ARTICLE V

## ARCHITECTURAL CONTROL

Subject to Article IX, Section 2, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Association. In the event said Association, or its designated Architectural Control Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required, and this Article shall be deemed to have been fully complied.

## ARTICLE VI

## RIGHT OF FIRST REFUSAL AND OPTION RIGHTS

Section 1. Creation of Right of First Refusal. Each Owner hereby grants to the Association and the other Owners a right of first refusal to purchase his Lot on the terms stated in this Article.

Section 2. Procedure.

a. In the event an Owner receives an offer to purchase his Lot which he desires to accept, the Owner shall transmit to each Lot owner a written notice of his desire to sell his Lot and shall attach to the notice: (1) a copy of the offer that the Owner desires to accept and, (2) biographical information concerning the proposed purchaser of the Lot, including but not limited to the information described in Section 4 of this Article. Lot owners shall have a period of time, as specified below, from receipt of the notice in which to elect to purchase the Lot on terms and conditions no less favorable to the selling Owner than those terms stated in the purchase offer included in the notice from the selling Owner.

b. The selling Owner shall send to the Owners of those Lots adjoining the Lot being sold the notice to elect to purchase the Lot, and the recipients of the notice shall have a period of twenty (20) days after receipt of the notice in which to elect to purchase the Lot being sold on terms and conditions no less favorable to the selling Owner than those stated in the offer included in the notice. If two or more adjacent Lot owners elect to purchase such Lot within the time prescribed, the adjacent Lot

owner with the greatest contiguous space which abuts the Lot for sale shall prevail.

c. In the event none of the adjacent Lot Owners do elect to purchase the Lot being sold within the time prescribed, then the selling Owner shall transmit the same notice previously sent to the adjoining Lot Owners to any remaining Lot Owners and the recipients of the second notice shall have a period of twenty (20) days after receipt of the notice in which to elect to purchase the Lot being sold on terms and conditions no less favorable to the selling Owner than those stated in the offer included in the notice. In the event the recipient of any notice from a selling Owner does not elect to purchase the Lot being sold within the time period specified for that recipient by providing written notice of election to purchase to the selling Owner, the recipient shall be deemed to have declined to exercise his right of first refusal to purchase the Lot being sold.

d. The right of first refusal shall not extend to intrafamily conveyances by Lot Owners. For purposes of this Article, intrafamily conveyances shall be defined as any conveyance both to and from persons in the following categories: grandparent, parent, child, grandchild, and spouse. If any Lot is transferred to a family member defined by this subparagraph, the transferor shall notify the Association of such transfer within fifteen (15) days, and provide the name and mailing address of the transferee so that the Association may notify such transferee of any future assessments pursuant to Article IV.

e. In the event more than one (1) non-adjacent Lot Owner elects to purchase the Lot being sold, the notice of

election which is received first in time by the Seller shall prevail. In the event two or more elections to purchase at the same time, where Seller is unable to determine priority by time, then such electing Owners shall submit sealed bids to the Selling Owner, and the electing Owner submitting the most favorable bid in the opinion of the Selling Owner shall have the first right to purchase unless the electing Owners otherwise agree among themselves. In the event the recipient of any notice from a selling Owner does not elect to purchase the Lot being sold within the time period specified for that recipient by providing written notice of election to purchase to the selling Owner, the recipient shall be deemed to have declined to exercise his right of first refusal to purchase the Lot being sold.

Section 3. Terms of the Sale. The terms and conditions stated in the offer included in the notice shall govern the sale of the Lot to any adjacent Owner, or any other Owner. Notwithstanding the foregoing, in no event shall any purchaser of a Lot pursuant to this Article be obligated to close escrow prior to thirty (30) days from the date of his election to purchase the Lot. The monetary value of any non-monetary consideration stated in the offer shall be reasonably estimated and paid by the purchaser. Unless otherwise stated in the offer included in the notice: (1) escrow shall close no later than sixty (60) days after election by the recipient of the notice to purchase, (2) the selling Owner shall provide the purchaser a standard Owner's policy of title insurance to the Lot being sold at the selling Owner's expense for the full amount of the purchase price, (3) all promissory notes, deeds of trust, or other documents necessary

to close the sale of the Lot shall be escrow agent's standard forms for such documents, (4) the selling Owner shall transfer title to the Lot by general warranty deed subject only to such exceptions to title as are shown on the preliminary title report approved by the purchaser prior to close of escrow.

Section 4. Information on Purchasers and Lot Owners.

Upon request by the Association, any non-natural person who is an Owner shall identify by name and residence or place of business all shareholders, trust beneficiaries, or other persons holding any beneficial interest in Owner. Such a request may be made at any time by the Association and shall be answered by the recipient Owner on the form provided by the Association. Any notice provided pursuant to Section 2 of this Article shall include a list of names and addresses for all shareholders, trust beneficiaries, or other beneficial Owners of any proposed purchaser of a Lot and shall also include other reasonable biographical information requested by any Owner or the Association.

Section 5. Ownership or Control of Owners. The right of first refusal provided in this Article shall apply to any offer received by a shareholder, trust beneficiary, or other person owning a beneficial interest in any Owner to the extent that (1) such person's beneficial interest, either singly or in conjunction with the interests of other persons holding beneficial interests in the same Owner that have received similar offers from either the same offerors or offerors under common ownership or control constitute a controlling interest in such Owner, and (2) the Lot owned by the Owner in which the person owning the beneficial

interest desires to sell his interest constitutes not less than fifty percent (50%) of the total assets of such Owner. Any corporation, trust, or other non-natural person acting as an Owner of a Lot shall notify its shareholders, trust beneficiaries, or other holders of beneficial interests of the right of first refusal provided in this Section and, if requested by the Association, shall have such persons owning beneficial interest execute an agreement acknowledging the existence of this right of first refusal and agreeing to be bound by the provisions hereof. In the event a proposed sale of a beneficial interest in an Owner is subject to the provisions of this Article, the procedures applicable to offers for the purchase of a Lot shall apply to the extent such procedures are pertinent.

Section 6. Sale to Third Parties. In the event no person entitled to a right of first refusal under this Article exercises the right of first refusal, the seller may proceed with the sale on the terms and conditions specified in the notice to the purchaser specified in the notice at any time within six (6) months following the failure of the parties entitled to a right of first refusal to exercise their right. In the event a sale is proposed to a person other than the person named in the notice or to any person on terms other than the terms specified in the notice or to any person on any terms after expiration of the six (6) month period, a right of first refusal shall first be granted to the Lot Owners pursuant to the terms of this Article prior to consummation of such sale.

Section 7. Penalty for Failure to Give First Right of Refusal. In the event any Owner fails to give a first right of

refusal to other Lot Owners, as provided above, such Owner shall pay a penalty which shall be no more than Twenty percent (20%) of the gross sales price, such penalty to be determined by majority vote of the non-selling Lot Owners, with such penalty being paid to the Association.

Section 8. Transfer of Shares of Stock. In the event the right of first refusal or option rights specified herein is exercised, those Shares of stock previously issued in connection with each Lot which are the subject of right of first refusal or option right shall be transferred to the person(s) or entity(ies) acquiring such Lot(s) in proportion to the interest of each thereof, and the right to vote such Shares shall be as set forth in Article III herein.

#### ARTICLE VII

##### USE AND OCCUPANCY RESTRICTIONS

Section 1. Lots. All Lots shall be used exclusively for single-family residential purposes and shall contain a minimum of 1500 square feet of interior floor space, excluding porches, garages, carports, and patios. One guest cottage may be constructed on each Lot, but only after completion of a single family residence thereon.

(a) New and Permanent Construction. All improvements shall be of new and permanent construction, and no improvements shall be moved onto, from, and within any Lot, except acceptable storage facilities or sheds, as defined by subparagraph (f) below; provided, however, that temporary structures may be placed and maintained on a Lot for a period not exceeding eighteen (18) months in connection with the construction of improvements there-

on, if previously approved and authorized in writing by the Association or its designated Architectural Control Committee. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

(b) Prosecution of Construction, Maintenance, and Repairs. All construction, maintenance, and repair work shall be prosecuted diligently from commencement until completion. All buildings shall be completed within eighteen (18) months after the commencement of construction. The time limits set forth in this paragraph shall be extended by any period during which construction is not able to proceed due to Acts of God, weather conditions, labor disturbances, actual inability to procure necessary materials, or other causes beyond the reasonable control of the Owner.

(c) Motor Vehicles. Recreational vehicles (i.e., motorcycles, dune buggies, ATC's, etc.) shall operate only for reasonable recreational or legitimate transportation purposes, and shall operate only on Common Area roads, and on or within the relevant Owner's Lot. All such vehicles should be properly baffled or muffled. Riding shall not be repetitive in one location, and shall not be done in front of other landowner's property so as to cause dust or other similar nuisance.

(d) Maintenance and Repair of Improvements. No improvement shall be permitted to fall into disrepair. Owners shall maintain in good repair all exterior surfaces, including but not limited to walls, porches, patios, and appurtenances.

(e) Storage. No exterior storage of any kind shall be permitted, except with prior written approval and authorization



of the Association, or its designated Architectural Control Committee. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from other Lots and streets. This provision shall apply, without limitation, to trash, garbage and woodpiles; however, woodpiles may remain unscreened and unconcealed provided they are neatly stacked. Further, camping trailers, boat trailers, travel trailers, motorhomes, pick-up camper units, automobiles, trucks or other vehicles, regardless of ownership, age, condition, or appearance, the use of which could be construed as being neglected, abandoned, or otherwise not in frequent use, shall not be permitted, unless such vehicles are attractively screened or concealed from view. A vehicle shall be deemed to be used infrequently if such vehicle has been parked, stored or kept in the same location for a period of four (4) months or more.

(f) Garbage. No garbage or trash shall be placed outside of any building, except in proper containers meeting the specifications, if any, of the Association or its designated Architectural Control Committee. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

(g) Outside Speakers and Amplifiers. No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside, of any building, which shall disturb the quiet enjoyment of those properties surrounding the Lot utilizing such equipment.

(h) Outside Lighting. No outside lighting, other than indirect lighting, and reasonable security lighting, shall be placed, allowed, or maintained on any Lot, unless it is shielded from other Lots and has been approved by the Association or its designated Architectural Committee.

(i) Animals. No animals, reptiles or birds of any kind shall be raised, bred, or kept in any building or on any Lot; provided, however: (1) small, ordinary household pets may be kept so long as they are not, or do not become or appear to be, a nuisance, threat to Owners, or otherwise objectionable to other Owners, (2) one horse may be kept on each Lot, and the right of an Owner to keep one horse on his Lot may be assigned for a period of no more than six (6) consecutive months to the Owner of another Lot, (3) fish kept in small stock ponds or pools may be allowed.

(j) Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot which might induce, breed, or harbor plant diseases or noxious insects.

(k) Machinery, Fixtures, and Equipment. No machinery, fixtures, or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment, antennae, clothes washers and dryers and clotheslines, shall be placed, allowed or maintained outside from any dwelling units, except with prior written approval and authorization of the Association or its designated Architectural Control Committee. Any such machinery, fixtures, or equipment shall be attractively screened or concealed from view of other Lots and streets and in such manner that the screening or concealment appears to be part of the architectural design of the existing structures. Any television an-

tennas or satellite dishes which need to be apart from the main structure or building for best reception, may be established, upon approval of the Association or its designated Architectural Committee.

(l) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground of any Lot, except to the extent, if any, that underground placement thereof might be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(m) Signs. No exterior signs or advertisements of any kind may be placed, allowed, or maintained on any Lot, except that traditional mailboxes, residential or ranch nameplates, and not more than one "for sale" or "for rent" signs not larger than four square feet may be placed and maintained on any Lot. An additional sign may be placed at the entrance to the subdivision, upon approval of the Association.

(n) Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation motor vehicles, shall be made as a regular commercial activity upon any portion of any Lot within view of other Lots and streets.

(o) Oil and Mineral Activity. No oil exploration, drilling, development, or refining operation, and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts, shall be permitted upon or under any Lot; and no derrick or other structure designed

for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

(p) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use.

(q) Misuse and Mismaintenance. No Lot shall be maintained or utilized in such a manner as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or Lots; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon. The determination as to whether an activity is noxious or offensive shall be made in good faith.

(r) Violation of Statutes, Ordinances, and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Arizona, the County of Gila, or any other governmental agency or subdivision having jurisdiction, or in violation of this Declaration or of any covenants, conditions, or restrictions applicable to said Lot.

(s) Businesses. No trade, business, profession, or other commercial activity, and no health or educational activities shall be conducted from or on any Lot or portion of the Property.

(t) Leases. No Owner shall permit his Lot or Dwelling Unit to be used for transient hotel purposes or shall lease less than the entire Lot and Dwelling Unit. Any lease or occupancy agreement shall be in writing, shall be for a term of no more than twelve (12) months, and shall expressly provide that its terms are subject in all respects to the provisions of this Dec-

laration and that a violation of any such provisions shall be a default under such lease.

(u) Removal of Trees. No living trees shall be removed from a Lot, except for safety or construction reasons, without the prior written consent of the Association or its designated Architectural Committee.

(v) Guests. No Owner or lessee shall have more than fifty (50) non-family members per acre as overnight guests on his Lot at any one time; provided, however, that the Association may, in its reasonable discretion, approve in advance overnight stay by groups in excess of fifty (50) non-family members per Lot. For purposes of this paragraph, non-family members shall include all persons not within three (3) degrees of consanguinity of the Owner or lessee by blood or marriage.

Section 2. Exemption for Purpose of Construction, Development, and Sale. The Association or its designated Architectural Control Committee shall have the right, during the period of construction, development, and sale, to grant reasonable and specifically limited exemptions in writing from these restrictions to any developer, builder or contractor, or any Owner. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor, and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location, or time than is reasonably required and shall in no event exceed twenty-four (24) months in duration.

Section 3. Rules and Regulations. The Association may further restrict the use of the Lots or the Common Area by adoption of rules and regulations pursuant to the same procedure as required for adoption or amendment of the bylaws of the Association.

#### ARTICLE VIII

##### UTILITY EASEMENT

Notwithstanding any other provision hereof, there is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing, and maintaining all utility and service lines and systems, including without limitation water, sewer, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Properties and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Properties; provided, that no such utility and service lines or system may be installed or relocated on the Properties except as approved by the Association or its designated Architectural Committee. This easement shall in no way affect any other recorded easements on the Properties.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of

this Declaration. The prevailing party in any such action shall be entitled to recover his costs, attorneys' fees, and other expenses. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Pre-existing Conditions. Prior to the date these amended conditions, covenants and restrictions are adopted and recorded for the benefit of the above subdivision, any owner may request the Association to inspect their Lot upon which existing structures exist, determine compliance with these conditions, covenants and restrictions by letter, or provide a written list within ten (10) days after inspection of those items which are not acceptable and which must be corrected within sixty (60) days from the date of the inspection. If any problems listed in writing are corrected within sixty (60) days, then the Association shall issue a letter of acceptability. Once a Lot Owner has a letter of acceptability from the Association, then such Association is forever barred from asserting any claim for noncompliance of such pre-existing conditions.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended

totally or in part and as to all or less than all of the Properties by an instrument, signed by not less than the Owners of two-thirds (2/3) of the outstanding Shares of the Association. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the written consent of a majority of the Owners of the lots. None of the existing platted Lots shall be diminished to enlarge any common areas.

Section 6. Counterparts. This Amendment may be executed in counterparts.

Section 7. Interpretation. The Association shall have the exclusive right to construe and interpret these Declarations and, in the absence of any adjudication to the contrary by a court of competent jurisdiction, or arbitration, the Association's construction or interpretation of this amended Declaration shall be final, conclusive, and binding upon all persons, except that the Association may reconsider its interpretation after any Lot Owner has filed a request for reconsideration within thirty (30) days after such Association's decision. Any such Lot Owner filing a request for reconsideration shall, at the same time, file a written memorandum of his position concerning such decision, citing points and authorities for his position. Within fifteen (15) days subsequent to the filing of such request for reconsideration, the Association shall meet, with the requesting Lot Owner present, and shall discuss the issues presented by the request for reconsideration. Within Fifteen (15) days following such meeting, the Association shall issue its final determination.



IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands on the dates shown adjacent to their signatures below.

Names: Elsie Towner Signature Elsie M Towner

Owners of Lots 1 and 2

Address: P. O. Box 549  
Litchfield Park, Arizona 85340

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 2nd day of December, 1988, by ELSIE TOWNER.

[Signature]  
Notary Public

My Commission Expires:  
My Commission Expires March 21, 1992

Names: Dave Reiff Signatures [Signature]  
Janice Reiff [Signature]

Owners of Lots 3 and 6

Address: 5800 N. 38th Place  
Paradise Valley, Arizona 85253

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 21 day of December, 1988, by DAVE REIFF and JANICE REIFF.

[Signature]  
Notary Public

My Commission Expires:  
My Commission Expires March 12, 1992

Names: Richard Snell  
Alice Snell

Signatures Richard Snell  
Alice W. Snell

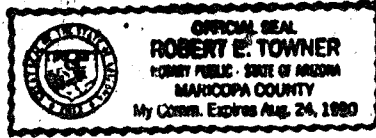
Owners of Lot 4  
Address: 4515 N. Dromedary Road  
Phoenix, Arizona 85018

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me  
this 20th day of December, 1988, by RICHARD SNELL and  
ALICE SNELL.

Robert E. Towner  
Notary Public

My Commission Expires:  
8-24-90



Name: J & N Family Revocable  
Living Trust

J & N Family Revocable  
Living Trust

BY Rick W. Palmer  
Rick W. Palmer, Trustee

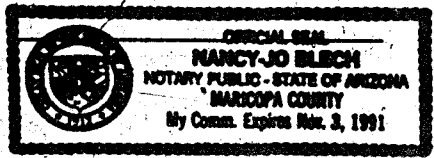
Owners of Lot 5  
Address: 1820 East Lockwood  
Mesa, Arizona 85203

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me  
this 14 day of October, 1988, by RICK W. PALMER, who  
acknowledged to be the Trustee of the J & N Family Revocable  
Living Trust.

Nancy Jo Blech  
Notary Public

My Commission Expires:



Names: Jerry P. Human  
Velma Human

Signatures

*Jerry P. Human*  
*Velma Human*

Owners of Lot 7

Address: 2848 E. Brown Road, #2  
Mesa, Arizona 85201

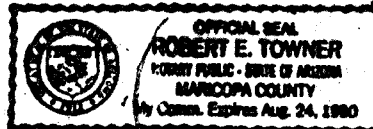
STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me  
this 21<sup>st</sup> day of December, 1988, by JERRY P. HUMAN and  
VELMA HUMAN.

*Robert E. Towner*  
Notary Public

My Commission Expires:

8-24-90



Names: T Bar T Family Trust

Signature: T BAR T FAMILY TRUST

c/o Rick W. Palmer,  
Trustee

By *Rick W. Palmer*  
Rick W. Palmer, Trustee

Owners of Lots 8 and 9

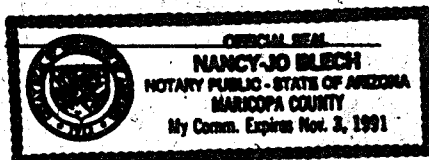
Address: 3740 E. Southern, Suite 210  
Mesa, Arizona 85206

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me  
this 14 day of October, 1988, by RICK W. PALMER, who  
acknowledged to be the Trustee of T Bar T Family Trust, for and  
on behalf of said trust.

*Nancy Jo Blech*  
Notary Public

My Commission Expires:



Names: Roy Bryan

Signatures

*Delores B. Bryan*

Delores Bryan

*Roy Bryan*

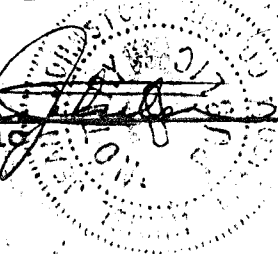
Owners of Lots 10 and 11

Address: c/o Electric Control Co.  
6817 N. 55th Ave.  
Glendale, Arizona 85301

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me  
this 20 day of December, 1988, by ROY BRYAN and DELORES  
BRYAN.

*Robert E. Towner*  
Notary Public



My Commission Expires:

My Commission Expires March 20, 1992

Names: Lattimer F. Ford

Signatures

*Lattimer F. Ford*

Patricia Ford

*Patricia F. Ford*

Owners of Lot 12

Address: 5540 E. Calle del Medio  
Phoenix, Arizona 85018

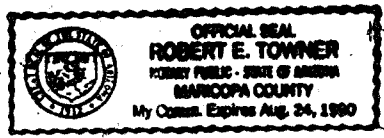
STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me  
this 20<sup>th</sup> day of December, 1988, by LATTIMER F. FORD and  
PATRICIA FORD.

*Robert E. Towner*  
Notary Public

My Commission Expires:

8-24-90



Names: Leon Florschuetz  
Connie Florschuetz

Signatures: Leon Florschuetz  
Connie Florschuetz

Owners of Lot 13

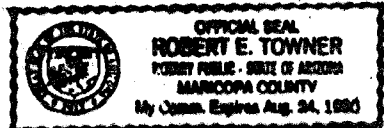
Address: 1272 E. Manhattan  
Tempe, Arizona 85282

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 1988, by LEON FLORSCHUETZ and CONNIE FLORSCHUETZ.

Robert E. Towner  
Notary Public

My Commission Expires:  
8-24-90



Names: Gordon Canyon Creek Properties, Inc., an Arizona corporation  
c/o Jerry P. Human, President

Signature: GORDON CANYON CREEK PROPERTIES, INC., an Arizona corporation

By Jerry P. Human  
Jerry P. Human  
President

Owners of Common Areas

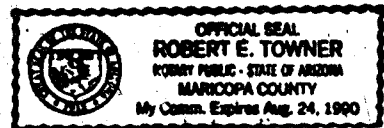
Address: 2848 E. Brown Rd., #2  
Mesa, Arizona 85201

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 1988, by JERRY P. HUMAN, who acknowledged himself to be the President of Gordon Canyon Creek Properties, Inc., an Arizona corporation, for and on behalf of said corporation.

Robert E. Towner  
Notary Public

My Commission Expires:  
8-24-90



bcd10711.1

13.0018 no  
8:35 m  
Ckt# 21 803/285

STATE OF ARIZONA, County of Gila, as:

I do hereby certify that the within instrument was filed and recorded at request of Arizona Health Care Cost Containment System

Date Aug. 11, 1989 Time 8:35 A. M., Docket 775 Official Records Page 886 & 887  
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

Kaycee Reece Deputy

The recording official is directed to record and return this instrument or a copy thereof to:

STEPHEN E. LOGAN, Manager  
AHCCCSA-Office of Fiscal Recovery  
801 East Jefferson  
Phoenix, AZ 85034  
(602) 234-3655 OR TOLL FREE:  
In State = 1-(800)-654-8713  
Out of State = 1-(800)-523-0231

(THIS SPACE RESERVED FOR COUNTY RECORDATION USE ONLY)  
- Prior recordation documentation on reverse side -

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM  
ARIZONA LONG TERM CARE SYSTEM (AHCCCS)  
NOTICE AND CLAIM OF AHCCCS LIEN

NAME OF CLAIMANT: AHCCCS  
ADDRESS: 801 East Jefferson, Phoenix, AZ 85034  
NAME OF AUTHORIZED AGENT ON BEHALF OF THE DIRECTOR OF AHCCCS: Francisca Ontiveros

NAME OF PATIENT: IVAN H. LANGLEY, A MINOR 51492  
ADDRESS OF PATIENT: 4644 N. 71ST LANE, PHOENIX, MARICOPA, AZ 85033

DATE OF HOSPITAL ADMISSION: 7/07/89 DATE OF HOSPITAL DISCHARGE: \_\_\_\_\_  
DATE(S) OF OTHER NON-HOSPITALIZATION CARE: \_\_\_\_\_

AMOUNT DUE FOR CARE OF PATIENT: \$ UNKNOWN, plus any additional amounts for hospital, medical and/or long-term care services provided to this patient due to this injury for which AHCCCS is responsible.

COUNTY IN WHICH INJURIES WERE SUSTAINED: MARICOPA GILA

TO THE BEST of the Director's knowledge, the names and addresses of all persons, firms or corporations claimed by the above-named patient, or the patient's legal representative, to be liable, for damages are as follows:

NAME	ADDRESS
<u>IVAN H. LANGLEY, A MINOR PATIENT</u>	<u>4644 N. 71ST LANE, PHOENIX, AZ 85033</u>
<u>MARTHA J. LANGLEY, HEAD OF HOUSEHOLD</u>	<u>4644 N. 71ST LANE, PHOENIX, AZ 85033</u>
<u>PATIENT INSURERS, UNKNOWN</u>	<u>UNKNOWN</u>
<u>ADVERSE PARTIES, UNKNOWN</u>	<u>UNKNOWN</u>
<u>ADVERSE INSURERS, UNKNOWN</u>	<u>UNKNOWN</u>

Pursuant to the laws of the State of Arizona, specifically, A.R.S. Section 36-2915 AHCCCS does hereby claim a lien upon any and all causes of action, suits, claims, counter-claims, or demands for damages accruing to the patient named herein, or to the legal representative of such patient, on account of injuries giving rise to such causes of action and which necessitated the patient's hospitalization and/or medical care and treatment and the charges for hospital care and/or medical care and treatment of the above-named injured patient for which AHCCCS is responsible in the sum hereinabove claimed to be due. The name and address of the patient as set forth above are as the same appear on the records of AHCCCS.

STATE OF ARIZONA )

County of Maricopa )

ss.

**VERIFICATION OF AUTHORIZED AGENT  
AND AFFIDAVIT OF MAILING**

FRANCISCA A. ONTIVEROS, being first duly sworn upon oath, deposes and says:

1. That she is an authorized agent acting on behalf of the Director of the Arizona Health Care Cost Containment System (AHCCCS) named in the foregoing Notice and Claim of AHCCCS lien;
2. That she within five (5) days after the recording of said lien, mailed a copy thereof, postage prepaid, to each person, firm, or corporation and the insurance carrier of each listed above as persons believed to be liable;
3. That the matters stated are true and correct to the best of her knowledge.

*Francisca A. Ontiveros*

FRANCISCA A. ONTIVEROS, Authorized Agent  
Acting on behalf of the Director of AHCCCS

SUBSCRIBED and sworn to before me this 7th Day of August, 1989.

My Commission Expires May 14, 1990

Notary Expiration Date

*[Signature]*  
Signature of Notary Public



**RECORDATION OF FILING DOCUMENTATION**  
County recorder: \_\_\_\_\_  
Date of recording: \_\_\_\_\_  
Hour of recording: \_\_\_\_\_  
Docket and page number: \_\_\_\_\_

**RECORDATION OF FILING DOCUMENTATION**  
County recorder: \_\_\_\_\_  
Date of recording: \_\_\_\_\_  
Hour of recording: \_\_\_\_\_  
Docket and page number: \_\_\_\_\_

**RECORDATION OF FILING DOCUMENTATION**  
County recorder: \_\_\_\_\_  
Date of recording: \_\_\_\_\_  
Hour of recording: \_\_\_\_\_  
Docket and page number: \_\_\_\_\_

**RECORDATION OF FILING DOCUMENTATION**  
County recorder: \_\_\_\_\_  
Date of recording: \_\_\_\_\_  
Hour of recording: \_\_\_\_\_  
Docket and page number: \_\_\_\_\_



PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 2nd day of October, 1987, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Gila County Board of Supervisors, hereinafter called Grantee.

## WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Gila, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land 50 feet on each side of the centerline hereinafter defined as the right-of-way over and across lands in the County of Gila, State of Arizona, as described in the plats entitled, "Plat of the Right of Way Survey, Road No. 291, Tonto National Forest, T. 10 $\frac{1}{2}$  and 11 N., R. 13 and 14 E., Gila and Salt River Meridian, Gila County, Arizona," hereby made a part hereof. The plat has been recorded in the Gila County records found at "Road 291, Record of Survey #244, 244A, 244B, 244C, 244D, 244E, and 244F."

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.



3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations, approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
  
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
  
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
  
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted, or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-11) and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its (Deputy) Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

*Noel D. Larson*  
\_\_\_\_\_  
DAVID F. JOLLY  
Deputy Regional Forester  
USDA-Forest Service

STATE OF NEW MEXICO )  
  ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 2nd day of October, 1987, by Noel D. Larson known to me to be the Acting Deputy Regional Forester, Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.

*Susan Mitchell*  
\_\_\_\_\_  
Notary Public

My commission expires: 9-21-88

In compliance with the conditions set forth in the foregoing deed, the Gila County Board of Supervisors, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

GILA COUNTY BOARD OF SUPERVISORS

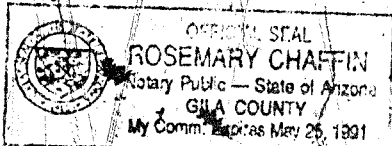
By V. Ray France

STATE OF ARIZONA )

COUNTY OF GILA )

ss.

The foregoing instrument was acknowledged before me this 15 day of June, 1988, by Vernon R. France, who being by me duly sworn states that he signed said instrument on behalf of the Gila County Board of Supervisors under authority duly given, and he executed same as the free act and deed for consideration and purposes therein contained.



Rosemary Chaffin  
Notary Public

My commission expires: \_\_\_\_\_

411725

BOOK 417 PAGE 183

STATE OF ARIZONA, County of Gila, ss. I do hereby certify that the within instrument was read and received at request of Arizona Title & Trust Company of Gila

Dec. 13, 1976 Time 10:45 A. M. Book 417 Official Records Page 183

Witness my hand and official seal the day and year first above written.

MARY V. DE PUELL, County Recorder

By Kathryn A. Elowitz Deputy

INDEXED

FILED

WHEN RECORDED MAIL TO:  
Arizona Title Ins. & Tr. Co.  
111 W. Monroe  
Phoenix, AZ 85003  
ATTN: Trust Dept. (R1C)  
(Tr. 6392)

DECLARATIONS OF COVENANTS, ASSESSMENTS,  
LIENS, CONDITIONS, RESTRICTIONS  
AND WATER AGREEMENT

These Declarations of Covenants, Assessments,  
Liens, Conditions, Restrictions and Water Agreement are  
made as of the 11th day of June, 1976  
by GORDON CANYON CREEK PROPERTIES, INC., an Arizona  
Corporation.

WITNESSETH:

1. DECLARATION:

1.1 The Corporation is the owner of the following  
described property situated in Gila County, Arizona:

That part of Homestead Entry Survey No.  
248 in Section 36 of Township 11 North,  
Range 13 East, and Section 20, Township  
10-1/2 North, Range 14 East, containing  
a total of 38.632 gross acres more or  
less, described as follows:

Beginning at: Corner No. 4 of said H. E.S.  
No. 248, thence South 10°00'00" West along  
the East line of said H.E.S. No. 248, a  
distance of 1664.73 feet to Corner No. 5  
of said H.E.S. No. 248; thence South 72°  
40'22" West along the South line of said  
H.E.S. No. 248 a distance of 740.88 feet;  
thence North 7°09'19" East, a distance of  
1055.07 feet; thence North 83°27'10" West,  
a distance of 190.15 feet, thence North  
2°55'13" West, a distance of 1188.61 feet  
to a point on the North line of said H.E.S.  
No. 248; thence South 70°27'35" East along  
said North line, a distance of 1182.49 feet  
to the aforesaid Corner No. 4, the point of  
beginning.

as reflected on the map attached hereto as Exhibit  
"A" and by this reference made a part hereof.

1.2 Each of the stockholders of the Corporation  
desire to establish and maintain within the Property  
a quality subdivision and maintain within the Property  
a quality subdivision of low construction density,  
leaving as much of the flora and terrain as possible  
in its original natural condition. In order to  
accomplish these goals, these Declarations have been  
subscribed and approved. Now, therefore, the Corp-  
oration hereby declares, covenants and agrees that

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the Property, each Lot and the Common Areas shall be held, mortgaged, leased, sold or conveyed subject to these Declarations which shall attach to and run with the land and shall be binding on the Property and all Owners, lessees or other parties having or acquiring any right, title or interest in and to the Property or any part thereof and shall inure to the mutual benefit of the Owners and lessees.

2. DEFINITIONS:

2.1 COMMON AREAS shall mean Tracts A through E on Exhibit "A" together with the improvements, roads, landscaping, natural forest, or other amenities of every kind whatsoever situated thereon, which is owned and designated by the Corporation for the common use and enjoyment of all of the Owners of the Lots in the Property. The Corporation shall have the exclusive right to designate the Common Areas and may add to, delete, dispose of or change the size of all or any portion of the Common Areas as well as the facilities and landscaping thereon and the Corporation shall have the exclusive right to designate the use thereof. The Board of Directors of the Corporation shall have the exclusive right to establish, change or revoke the uses of the Common Areas and upon disposing of any portion of the Common Area, may release such portion from all or any part of these Declarations.

2.2 CORPORATION shall mean GORDON CANYON CREEK PROPERTIES, INC.

2.3 DECLARATIONS shall mean these Declarations of Covenants, Assessments, Liens, Restrictions and Water Agreement and any and all amendments thereof and supplements hereto.

2.4 LOT shall mean each separately designated or numbered Lot as shown or described in Exhibit "A," which is reserved for single family residential use.

2.5 OWNER shall mean the record owner, whether one or more persons, of any Lot described on Exhibit "A." An Owner does not include a lessee or a person or entity holding a security interest in a Lot, such as trust deed holder or mortgagee.

2.6 PROPERTY shall mean the property described in Section 1.1 and reflected on Exhibit "A."

3. USE RESTRICTIONS:

3.1 RESIDENTIAL USE: Each privately owned Lot shall be used only for a single family residence. One guest cottage may be constructed on each Lot, but only after the single family residence has been completed.



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**3.2 ARCHITECTURAL COMMITTEE:** An architectural shall be established, consisting of five (5) or more stockholders of the Corporation. A committee member shall be a member of the Board of Directors unless otherwise agreed by a 2/3 vote of the Board of Directors of the Corporation. The purpose of this committee shall be to approve and supervise the construction of all buildings built within the Property, to maintain a quality subdivision in accordance with such rules and regulations contained herein or as may be hereafter promulgated by the Board of Directors in accordance with the provisions of the Declarations. The basic purpose of this committee is to determine that the design, materials and color schemes used in the construction of buildings and structures are compatible with the intentions expressed in these Declarations. This committee shall administer for the benefit of the Corporation these Declarations unless otherwise specified.

**3.3 TEMPORARY BUILDINGS:** No temporary building, shack, trailer, or unsightly structure shall be erected or maintained within the Property, except that a temporary building or trailer may be erected or maintained during a period of twelve (12) consecutive months by any Owner while construction of a permanent dwelling is underway.

**3.4 SUBMISSION OF PLANS:** Written drawings and plans for any building, structure, driveway or other surfaced areas to be constructed shall be submitted to the architectural committee and approved by them prior to the commencement of construction. The committee shall approve or disapprove the drawings and plans within thirty (30) days of presentation, otherwise they shall be deemed approved.

**3.5 SIZE OF DWELLINGS:** No single family residence shall be built with less than 1000 square feet of living space under roof, exclusive of garage and storage areas. No more than one single family residence, guest cottage, garage and storage building shall be constructed within a Lot.

**3.6 REMOVAL OF TREES:** No living trees shall be removed for any purpose without the prior written consent of the architectural committee.

**3.7 MAINTENANCE AND REPAIR:** Each Owner or lessee of a Lot shall at all times keep and maintain such Lot, including the yard, landscaping, exterior of the buildings and other structures thereon, in good, neat and clean condition and repair. In the event of damage or destruction from any cause whatsoever to all or any portion of any structure on such Lot, the Owner (or lessee) thereof shall promptly repair, reconstruct or restore the same or cause the same to be repaired substantially to its condition prior to such damage or destruction or restore the Lot substantially to its original condition. In the event any Owner or lessee

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fails to repair, keep and/or maintain his Lot and the buildings and structures thereon in such good and neat condition and repair, then after thirty (30) days written notice by certified mail is sent to the Owner and the Owner shall have failed to commence such work in good faith, the Corporation, through its authorized representatives, shall have the right to enter upon the Lot and take such action as may be necessary to cause the landscaping, buildings, structures, or other improvements to comply with these Declarations and to charge the Owner therefor, such charge being secured by lien on the Lot as provided in Section 5.

**3.8 LEASING:** Each Owner shall have the right to lease his Lot provided, however, all tenants shall be subject to these Declarations and the Owner shall remain financially responsible for obligations incurred hereunder. No lease shall have a term longer than twelve (12) consecutive months, unless first approved by the architectural committee, nor shall an Owner enter into any series of short term leases of his Lot or the buildings or structures thereon in furtherance of any commercial venture.

**3.9 MOTOR VEHICLES:** Operation of automobiles, trucks, motorcycles, dirt bikes, or similar self-propelled vehicles shall be restricted to Common Area roads and to the road within the Owner's lot, and any such vehicle operated within the Property shall be equipped with a muffler sufficient to prevent loud or obnoxious noises. Under no circumstances shall any motor vehicle be used for joy riding or racing within the Property.

**3.10 PETS AND LIVESTOCK:** Subject only to the exceptions provided in this Section 3.10, no animals or poultry shall be kept or maintained within the Property other than commonly-accepted indoor, household pets. Horses may be kept and pastured within the Property; provided, however, that no more than one horse per Lot shall be permitted; and provided further that the right to one horse per Lot may be temporarily assigned by an Owner to the Owner of another Lot. The architectural committee may permit temporary grazing by other livestock and shall determine from time to time where the horses or other livestock are to be stabled and pastured.

**3.11 SIGNS:** No commercial signs of any nature shall be placed or allowed on the Property except "for sale" or "for rent" signs, or other signs concerning a Lot, which signs shall be subject to reasonable requirements imposed by the architectural committee.

**3.12 BUSINESSES:** No store, office or other place of business of any kind, and no institution or other place for the care or treatment of the physically or mentally



sick or disabled shall be placed or permitted to remain within the Property, nor shall any theatre, bar, restaurant, saloon or other place of entertainment ever be erected or permitted within the Property.

**3.13 NUISANCES:** All clotheslines, clothes drying yards or areas, auxiliary storage buildings, woodpiles, equipment or other items of any nature whatsoever stored for current or future use and any other unsightly object or potential nuisance on a Lot shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and Common Areas. No television set, radio, musical instrument, stove, fireplace, or other sound, odor or smoke-producing apparatus or object shall be operated within the Property in any noxious or offensive manner, or in any manner deemed objectionable by the architectural committee. Nor shall any use or thing be done, made or permitted on any Lot which shall be deemed objectionable by the Board of Directors of the Corporation or which in the opinion of the Board of Directors may endanger the health or unreasonably disturb the use and enjoyment of the Property by any Owner or lessee, or which in any way may violate or conflict with any governmental law, rule, ordinance or regulation or may constitute a public nuisance or waste.

**3.14 TRASH:** Every Lot and the Common Areas shall be maintained free of rubbish, trash or garbage, and the same shall be promptly removed and not allowed to accumulate. Garbage cans or other garbage or trash containers or receptacles shall be kept screened by adequate planting or fencing so as to conceal them from the view of the neighboring Lots and the Common Areas. Trash burning within the Property shall be limited to items composed of wood and/or paper and to areas designated by the architectural committee.

**3.15 RESUBDIVIDING:** No Lot shall be resubdivided for a period of 49 years without the prior written consent of a 2/3 vote of all the stockholders of the Corporation at a meeting called for such specific purpose.

**3.16 STOCK IN CORPORATION:** No person owning stock in the Corporation shall transfer, hypothecate or encumber, his interest therein separate and apart from his ownership interest in his Lot with respect to which such stock was issued.

**4. COMMON AREAS, SERVICES AND WATER AGREEMENT:**

**4.1 USE OF COMMON AREAS:** Every Owner and lessee shall have the right to use the Common Areas, subject to such reasonable rules and regulations pertaining thereto

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as may from time to time be promulgated by the architectural committee. Such rules and regulations may include:

4.1.1 The right to limit the number of guests of an Owner or lessee using the Common Areas;

4.1.2 The right to control and regulate use of the private roadways in the Common Areas; and

4.1.3 The right otherwise to regulate and change the character and extent of use of the Common Areas.

4.2 **COMMON AREA MAINTENANCE:** The Corporation shall be responsible for the repair, maintenance, management and operation of the Common Area and the improvements thereon (including but not limited to costs of a security patrol or guard, payment of real estate taxes and assessments and premiums for such insurance as the Corporation may deem appropriate or advisable), for the mutual benefit of the Corporation and the Owners. Improvements within the Common Areas may, but need not, include pathways, roads, walks, trails, walls, fences, signs, barbeque areas, playgrounds and recreational facilities of every nature.

4.3 **NO LIABILITY:** The Corporation shall not be liable for any theft, vandalism, disturbance, unauthorized entrance or other similar occurrence which may occur or take place on any Lot. In no event shall the Corporation be liable to an Owner for any accident or injury (including death) to any person or damage to property which shall occur in any manner whatsoever on or about any Lot or in the Common Areas, except for any accident, injury or damage resulting from the wrongful acts or omissions of the Corporation, its agents or employees.

4.4 **WATER AGREEMENT:** The Corporation shall establish a water system to include a well, a pump, 500 gallon pressure tank, a 5,000 gallon storage tank, a booster pump and related equipment and water mains to each Lot. The Corporation shall build, operate and maintain the water system and shall provide an attractive pump house large enough to house the pressure tank and fire equipment. Each Lot shall be responsible for an equal portion of the costs of construction, installation, maintenance and operation of the water system, and each of said Lots shall be subject to assessments and liens for this purpose as set forth in Section 5.

**9. ASSESSMENTS:**

**5.1 ESTABLISHMENT OF ASSESSMENTS:** Each individually-owned Lot shall be subject to an annual assessment and special assessments in amounts to be determined by the Board of Directors of the Corporation. Such assessments shall be apportioned among the Lots and Owners on the basis established from time to time by the Board of Directors of the Corporation.

5.1.1 An assessment shall become a lien against the particular Lot to which it pertains thirty (30) days after the bill therefor has been mailed to the Owner.

5.1.2 Should any Owner fail to pay his assessments, taxes, or payments due under any contracts, deeds of trust or mortgages entered into between the Corporation and the Owner, the other Owners shall pay to the Corporation equal amounts sufficient to cover the deficiency within thirty (30) days after notification of such delinquency, and the Corporation shall have a lien against the Lot of the defaulting Owner from the date of such payment. Once any delinquent payment and interest thereon is recovered, it shall immediately be refunded by the Corporation to those Owners who covered said delinquency.

**5.2 ESTABLISHMENT OF ASSESSMENT LIEN:** All delinquent assessments, taxes, or payments due under any contracts, deeds of trust or mortgages shall bear interest at the rate of ten (10%) percent per annum from the date of delinquency in the case of an assessment and from the date of payment by other Owners in the case of delinquent taxes or payments. The costs of collection thereof, including but not limited to reasonable attorney's fees, shall be a charge on the Lot of the delinquent or defaulting Owner and shall be a continuing lien (hereinafter called the "assessment lien") upon the Lot against which such assessment is made. Each such assessment, together with such interest, costs and attorney's fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment fell due, but such personal obligation of the Owner shall not be deemed to limit or discharge the assessment lien upon the Lot against which such assessment is made. No person shall escape liability for the assessments which fell due while he was the Owner by non-use or abandonment of his Lot or the Common Areas or by conveyance of his Lot. The assessment lien shall be perfected by the recording of an affidavit signed by an officer of the Corporation setting forth the amount of the delinquency and a description of the Lot against which the assessment lien shall apply.

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**5.3 ENFORCEMENT:** If an Owner fails to pay an assessment when due, the Corporation may enforce the payment by the Owner or enforce the assessment lien against the Lot by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Corporation does not prejudice or waive its rights to exercise the other remedy):

5.3.1 Bring an action at law against the Owner personally obligated to pay the assessments; or

5.3.2 Foreclose the assessment lien against the Lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including any right to recover any deficiency), and the Lot may be redeemed after foreclosure sale as provided by law. The Corporation shall have the power to bid on any foreclosed interest at foreclosure sale and to acquire, hold, sell, lease, mortgage and convey the same. If the interest of an Owner is foreclosed, the stock of the Owner shall be cancelled on the books of the Corporation, and a new certificate shall be issued to any subsequent purchaser of the Lot from the Corporation. Anything hereinabove to the contrary notwithstanding, the remedies above set forth for the Corporation are not exclusive, and the Corporation may take any and all other remedies available to it at law or in equity.

**5.4 EFFECT ON MORTGAGES:** The assessment lien shall be junior and subordinate to the lien of any lender's realty mortgage against a Lot, and foreclosure of the assessment lien shall not affect or impair the lien of any such realty mortgage. The foreclosure of a lender's mortgage against the Lot or acceptance of a deed in lieu of foreclosure shall not affect or impair the assessment lien, except that any mortgage foreclosure purchaser or grantee taking by deed in lieu of foreclosure, shall take the Lot free of the assessment lien and all charges which accrued prior to the date of issuance of a sheriff's deed or deed in lieu of foreclosure, but shall take subject to the assessment lien and all assessments and charges accruing subsequent to the issuance of a sheriff's deed or deed given in lieu of foreclosure. Any reference in this Section 5 to a lender's "mortgage" shall be deemed to include lender's deed of trust; and with respect to any such deed of trust, the lender shall be deemed to have, to the extent possible under Arizona law, rights and remedies equivalent to those granted hereinabove to a mortgagee.

**5.5 ASSESSMENTS AND OTHER COVENANTS:** The Corporation shall have the first and paramount right to enforce all assessments, assessment liens, and all of the other provisions in these Declarations, other than the use restrictions and provisions cited in Section 3 hereof, which are concurrently



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enforceable by the Corporation, any owner and/or lessee, provided, however, that if the Corporation shall fail or refuse to enforce any provisions in these Declarations for an unreasonable period of time, then any Owner may enforce such provisions on behalf of the Corporation by any appropriate action at law.

**5.6 COSTS OF ENFORCEMENT:** If the Corporation or any of the persons authorized under these Declarations employs an attorney to sue for an assessment, foreclose an assessment lien, enforce specific performance, or to enforce other compliance with any of the provisions in these Declarations and prevails in such action, the Owner or lessee against whom the action is brought shall pay all costs and attorney's fees incurred in connection with such action.

**6. RIGHTS OF REFUSAL:**

Each Owner hereby grants to the Corporation a right of first refusal to purchase his Lot, within 20 days after delivering written notice thereof to the Secretary of the Corporation, for the same price and subject to the same terms contained in any bona fide offer from a third party. In the event the Corporation does not wish to exercise its First Right of Refusal, a Second Right of Refusal shall be extended to the Owners of Lots adjacent to the Lot being sold. The adjacent Owners shall have an additional 10 days after the Corporation decided not to exercise its First Right to exercise their Second Right of Refusal. In the event that the Corporation or the adjacent Owners do not wish to exercise their First and Second Rights of Refusal, a Third Right of Refusal shall be given to any other Owner for a period of 5 days after the adjacent Owner or Owners decide not to exercise their Rights. These Rights shall not extend to intra-family conveyances of the Owners.

**7. MISCELLANEOUS:**

**7.1 INTERPRETATION OF COVENANTS:** Except for judicial construction, the Board of Directors of the Corporation shall have the exclusive right to construe and interpret these Declarations. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of these Declarations shall be final, conclusive and binding upon all persons.

**7.2 SEVERABILITY:** Any determination by any court of competent jurisdiction that any provision in these Declarations is invalid or unenforceable shall not affect

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the validity or enforceability of the remaining provisions hereof, and the same shall remain in full force and effect.

**7.3 REFERENCES TO COVENANTS:** Any and all instruments of conveyance or lease of any interest in any Lot may contain reference to these Declarations and shall be subject to these Declarations the same as if they were therein set forth there in full; provided, however, that these Declarations shall be binding upon all persons affected by the same, whether or not express reference is made.

**7.4 WAIVER OR ABANDONMENT:** The failure to enforce any breach or violation of any of the provisions of these Declarations shall not constitute an abandonment or waiver of any right to enforce such provision or of any of the other provisions herein set forth.

**7.5 AMENDMENT:** These Declarations may be revoked or amended from time to time by recording in the office of the County Recorder of Gila County, Arizona, an instrument in writing reciting said revocation or amendment and signed by Owners of eight or more of the Lots.

**7.6 TERM:** These Declarations shall remain in force and in effect to and including December 31, 2025.

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IN WITNESS WHEREOF, GORDON CANYON CREEK PROPERTIES, INC. has executed this instrument as of the day, month and year first hereinabove set forth.

GORDON CANYON CREEK PROPERTIES, INC.

Melvin A. Palmer  
President

ATTEST:

Jerry Kuma  
Secretary

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing was acknowledged before me this 11th day of June, 1976, by Melvin A. Palmer and Jerry Kuma known to me to be the President and Secretary, respectively, of GORDON CANYON CREEK PROPERTIES, INC.

Mary E. Edgingham  
Notary Public

My Commission expires:  
Sept 5, 1976

Approved this 23rd day of July, 1976  
ARIZONA TITLE INSURANCE AND TRUST COMPANY,  
as Trustee under Trust No. 6392

By Barbara Clayton  
Trust Officer

STATE OF ARIZONA )  
County of Maricopa ) ss.

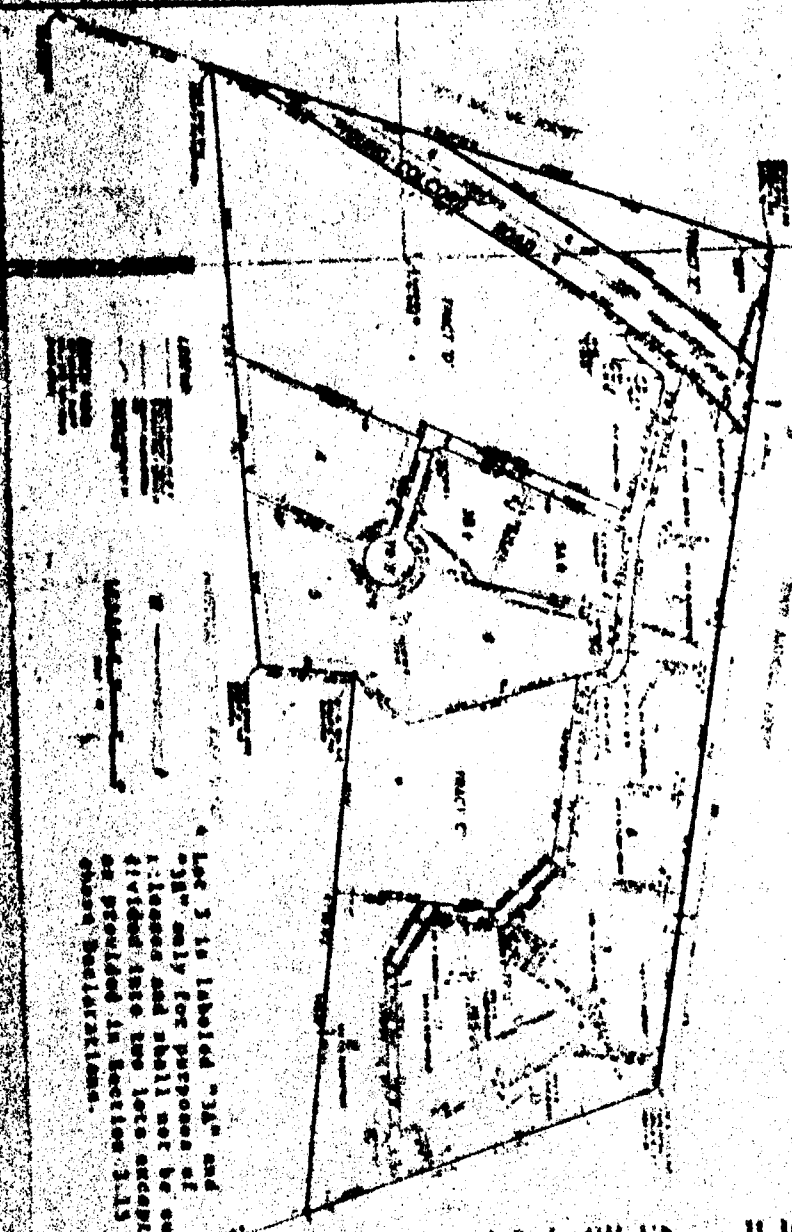
The foregoing was acknowledged before me this 23rd day of July, 1976, by Barbara Clayton known to me to be Trust Officer of the ARIZONA TITLE INSURANCE AND TRUST COMPANY.

Patricia A. Guthrie  
Notary Public

ARIZONA TITLE INSURANCE AND TRUST COMPANY  
Notary Public  
My Commission expires:  
September 31, 1977

# GORDON CANYON CREEK ESTATES

A SUBDIVISION OF A PORTION OF HOGESTEAD ENTRY SURVEY NO. 248  
BEING A PORTION OF SECTION 36, T11N., R13E AND A PORTION OF  
SECTION 20, T103N., R14E, G+SRB+M  
GILA COUNTY, ARIZONA



Lot 3 is labeled "3A" and  
3B" only for purpose of  
1. Lease and shall not be sub-  
divided into two lots except  
as provided in Section 3.13 of  
these Regulations.

**RECITATION**

Whereas the above described land is owned by the State of Arizona and is subject to the provisions of the Arizona Trust Insurance and Trust Company, Inc. Act, Chapter 10, Act No. 10, of the Laws of the State of Arizona, approved March 1, 1917, and

**ACKNOWLEDGMENT**

I, the undersigned, being the duly qualified and authorized representative of the State of Arizona, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the State of Arizona.

**CERTIFICATION**

Witness my hand and seal of office this 19th day of July, 1958.

*Handwritten signature*  
Notary Public  
Gila County, Arizona

STATE OF ARIZONA  
GILA COUNTY