

Gila County, AZ
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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 [Signature]
Evan A. Nielsen, Its President
By [Signature]
Ronald W. Brazier, Its Vice President
By [Signature]
Kevin E. Palmer, Its Secretary/Treasurer

Association Address: c/o Evan A. Nielsen



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20451 East Colt Drive
Queen Creek, Arizona 85242

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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th 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.

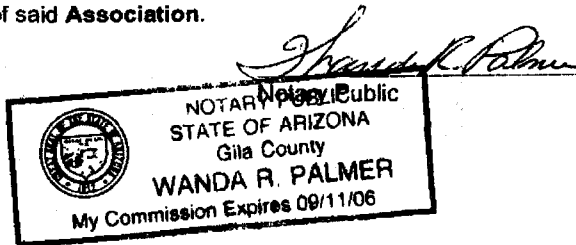
My Commission Expires: _____

Notary Public

STATE OF ARIZONA)
) ss.
County of Gila)

The foregoing instrument was acknowledged before me this 9th 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: _____

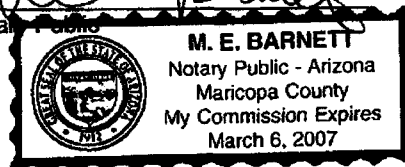
Notary Public

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



Gila County, AZ

DRES

2004-012093

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43.00

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

