

RECORDED AT THE
REQUEST OF: + RETURN TO:
JOHN C. CHURCHILL

89-3191



RECORDED IN OFFICIAL RECORDS
OF LA PAZ COUNTY, ARIZONA
JUN 26 1 11 PM '89
Lois K. Feltz, COUNTY RECORDER

RF	121
CO. SUR	4
ST. SUR	+
P+H	+
TOTAL FEE	125
1-OF-121	PAGES

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of those certain lots and tracts in the Moonridge Marina subdivision, including the subdivision known as Moonridge Marina Unit 2 and Tract A of Moonridge Marina Amended, situated within the County of La Paz (formerly Yuma County), State of Arizona, whose acknowledgements are attached hereto, which subdivision is otherwise described as follows:

Parcel One:

Lots One (1) through Seventy-One (71), Tract A, Parcels A, through Z and Parcels A-1 through L-1, according to the Plat of Record designated as "Moonridge Marina" and recorded in the office of Yuma (now La Paz) County Recorder in Book 5 of Plats, page 73.

Parcel Two:

Lots Seventy-Two (72) through One Hundred Forty-Five (145), according to the plat of record designated as Moonridge Marina Unit 2 and recorded in the office of the La Paz County Recorder in Book 6 of Plats, page 10, formerly referred to as Moonridge Marina Annex in Covenants, Conditions and Restrictions recorded in Docket 598, pages 596 through 598, records of the Yuma (now La Paz) County Recorder.

Parcel Three:

Tract A, Moonridge Marina Amended, according to the plat of record in Book 5 of Plats, Docket 598, page 135, records of the Yuma (now La Paz) County Recorder.

do, by executing the acknowledgements attached hereto (or by subsequently acknowledging this Declaration by specific reference), hereby declare said lots and tracts within said subdivision to be subject to the following express covenants, conditions and restrictions affecting the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to wit:

1. Designation of Lots and Parcels. **89-3191**

(A) Lots 1 through 71 and Lots 97 through 145 shall be known and described as single family residential lots for use as mobile home sites or permanent home sites.

(B) Lots 72 through 96 shall be known and described as commercial lots on which commercial business may be conducted. These lots shall be limited to commercial use.

(C) Parcels A through Z and A-1 through L-1 are described as and shall be known as cabanas. Conveyance of any of such cabana or parcel is contingent upon concurrent ownership by a proposed buyer of a residential lot in Moonridge Marina.

(D) Tract A shall be held in common ownership by Moonridge Marina Property Owners Association, an Arizona non-profit corporation, for the use and enjoyment of all members in said non-profit corporation provided that said member is current in any and all dues assessment(s) as more particularly set forth hereinafter.

(E) All structures and buildings on all residential and commercial lots, as well as all structures and buildings on cabana parcels, shall be subject to the approval of the Board of Directors of Moonridge Marina Property Owners Association.

2. (A) No dwelling, building, or structure shall be erected, altered, or placed on any residential lot other than one detached single family dwelling not to exceed one story or fifteen (15) feet from above lot grade, except upon Lots 1 through 13, Lots 55 through 71, Lots 114 through 131, and 140

through 145, inclusive, upon which a two story building not to exceed a height of twenty-five (25) feet above lot grade may be constructed.

(B) No mobile home shall be moved onto any residential lot which, at the time of its placement thereon, shall have been manufactured or assembled earlier than two (2) years prior thereto. No mobile home is to be placed on any residential lot in Moonridge Marina that shall be less than ten (10) feet in width and fifty (50) feet in length.

(C) No building or structure in excess of fifteen (15) feet above lot grade shall be erected, altered, or placed upon any commercial lot.

3. Residential buildings must be designed and erected such that they contain a minimum of five hundred (500) square feet of ground floor level area under permanent roof and bordered by permanent walls, exclusive of one story open porches, carports and garages. All mobile homes must have a good appearance and have awnings.

4. All buildings, dwellings or structures on all residential and commercial lots and cabana parcels shall be of new construction and shall conform to standards and specifications contained in the latest edition of the La Paz County Building Code relative to residential dwelling construction. Front walls of all structures erected subsequent to the adoption of these restrictions shall be set back at least ten (10) feet from the front of a property line. Residential

structures placed on Lots 1 and 55 through 71 shall be set back at least ten (10) feet from the back or easterly property line due to a utility easement of ten (10) feet in width. Property lines shall be verified by a registered land surveyor prior to any construction. No dwelling, building, or structure shall be located less than three (3) feet from an interior lot line; however, commercial lots shall not be governed by this setback requirement.

5. No mobile home, dwelling, building, structure, additions thereto or improvements of any character, including but not limited to, residences, structures, outbuildings, cabanas, fences, walls, etc., shall be permitted on any of the hereinbefore described lots without the prior written approval of the Board of Directors of Moonridge Marina Property Owners Association being first had and obtained as to design, materials, and location on the lot. Such request for approval shall be submitted by the owner in writing to indicate the plat plan and floor plan. In the event the Board of Directors of Moonridge Marina Property Owners Association fails to approve or disapprove such design and location, or the kind of materials to be used in such structure within sixty (60) days after written request so to do, such request to be filed with the secretary of said corporation, or other designated officer or agent as specified by the Board of Directors, then such approval of said corporation will not be required, provided the design, location and kind of materials and the buildings, mobile homes to be built and placed on said lots shall be in harmony with existing

buildings, mobile homes and structures within the subdivision and provided further that the improvement does not otherwise violate these restrictions.

6. All sanitation facilities shall be properly connected to and empty into underground septic tanks which meet the requirements of applicable state and county health and sanitation departments.

7. The properties described hereinbefore in Paragraph 1 shall not be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of any such lot as shown by the plats of Moonridge Marina and Moonridge Marina Unit II except for easements necessary for the installation of public utilities, and then only by a concurring vote of a majority of the members of the Board of Directors then in office, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than shown on the plat of Moonridge Marina for any one of the lots.

8. (A) Any leasehold interest in a residential or commercial lot subject to these restrictions, together with the improvements thereon, may be created by the owner thereof. Any such leasehold interest shall be approved by the existing Board of Directors of Moonridge Marina Property Owners Association by a simple majority vote of said directors. No such leasehold

interest shall be approved if it purports to be created in favor of more than a single family.

9. No poultry, livestock, or other animals other than usual household pets shall be permitted on any lot. Dogs must be kept under control by the owners and their guests at all times and not be allowed to roam freely and shall be on a leash when on Tract A. No unlawful, offensive, noxious or immoral activity or condition shall be carried on or maintained upon any lot, nor shall anything be done or permitted thereon which may be or become a nuisance or annoyance to the neighborhood. No equipment, service yards, woodpiles, or storage piles, nor anything normally described as junk, trash, or rubbish shall be kept or maintained on any lot. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators, other than high combustion burners, shall be kept or maintained on any lot. All lots shall be kept neat and free of weeds at all times. Should an owner fail to maintain said lot in a weed free manner the Board of Directors shall have the right, without prior notification to the owner, to make arrangements for the cleaning of said lot and to charge the owner for such work done. Speed limit within the subdivision shall be 10 m.p.h. Motorbike riding is limited to the hours of between 8:00 o'clock a.m. and 8:00 o'clock p.m. All motor vehicles without state approved mufflers are denied the use of the streets of Moonridge Marina while under power. The streets are not to be used for recreational riding of vehicles.

Overhaul of motor vehicles shall not be allowed upon any lot where such work is visible to the neighborhood.

10. With the exception of one "For Rent" or "For Sale" sign (which shall not exceed 18 by 24 inches in size) no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted on any residential lot. No blinking signs or signs with moving lights shall be permitted on commercial lots.

11. No elevated tanks or any kind shall be erected, placed or permitted upon any of the above-described lots, except for properly approved propane tank installation. Any tanks used in connection with any residence, building or structure on the lots, including but not limited to tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencing to conceal them from neighboring lots and structures. All installations noted in this paragraph shall be as approved by all building codes or applicable ordinances in this jurisdiction. Nothing contained in this paragraph shall preclude the placement upon the property of such electric transformers and equipment as are necessary to provide electricity to the aforescribed lots.

12. No solid wall or fence of over three (3) feet in height shall be constructed or maintained nearer than ten (10) feet to the front street line of any lot. No side or rear fence and no side or rear wall shall be more than six (6) feet in height. In the event of the requirement for a retaining wall, this height limitation may be increased by the Board of Directors

upon presentation of a permit issued by the La Paz County Planning & Zoning Department. No hedge of over three (3) feet in height shall be permitted nearer than ten (10) feet to the front street line of any lot.

13. No store, office, or other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment, or any church shall ever be erected or permitted on any residential lot; and no business of any kind or character whatever shall be conducted in or from any residence or mobile home located on said residential lots.

14. No structures or additional docking facilities shall be built in the waterways except those already provided for by the developers of the subdivision or unless approved in writing by the Board of Directors of Moonridge Marina Property Owners Association and by permit issued from the appropriate federal agency.

15. It is anticipated that certain recreational facilities will be placed upon Tract A and made available to said members and their guests. Guests are described as those persons visiting a lot owner and staying on the premises of the lot owner's home. As to lots designated for commercial use in these restrictive covenants, only the owner of said commercial properties shall be entitled to the use of the common areas and facilities of this subdivision. Commercial guests of said

property owners shall not be entitled to use of the common areas and facilities of the subdivision.

16. An Arizona non-profit corporation in the form of a property owners association has been formed to govern the lots contained within Moonridge Marina and Moonridge Marina Unit II and such association is and shall hereafter be known as Moonridge Marina Property Owners Association. Moonridge Marina Property Owners Association shall, and is hereby authorized and directed to, at all times after its formation, and in such manners and means as the members shall authorize and direct through its Board of Directors or otherwise, enforce these restrictions, and do all things in its discretion necessary for the general benefit and welfare of the owners of property within Moonridge Marina and Moonridge Marina Annex. Such property owners association shall adopt By-Laws to enable said association to accomplish the purposes set forth in this paragraph.

It is anticipated that residences will be constructed on all of the hereinbefore described residential lots, that commercial buildings or structures will be constructed on all of the hereinbefore described commercial lots, and that ownership of each of said lots shall be evidenced by a deed to such lots. It is further anticipated that certain recreational facilities will be placed upon Tract A and made available to said members and their guests and that certain costs and expenses will be incurred in the operation and maintenance of said recreational facilities. The streets in the subdivision are designated as private streets and as such will be taxed by the applicable state

and county municipalities and said streets will require certain upkeep and maintenance. The upkeep and maintenance of said streets, recreational facilities, as and when they become available, and payment of taxes thereon shall be undertaken by Moonridge Marina Property Owners Association. The rights and obligations of said corporation and its members with respect to the activities and responsibilities referenced herein shall be as follows:

(A) One membership in Moonridge Marina Property Owners Association, an Arizona non-profit corporation, shall be issued to the owner or owners of record, or contract purchaser or purchasers, of each of the hereinbefore described declarants' lots. In the event a lot is owned or is being purchased under contract by two or more persons, one membership shall be issued in the names of all of said owners or contract purchasers, and they collectively shall designate to the corporation in writing one of their members who shall have the power to vote the said membership at any annual or special meeting of the members of the corporation. It shall be the responsibility of the lot owner to notify the Board of Directors of the correct and current mailing address of the owner. A membership, and voting privileges and any other rights or benefits associated therewith may be terminated, restricted or otherwise limited pursuant to the By-Laws of Moonridge Marina Property Owners Association.

(B) Moonridge Marina Property Owners Association shall pay all real estate taxes which may be assessed against or

levied upon the private streets of Moonridge Marina and Moonridge Marina Annex as well as pay taxes on any other property and/or improvements owned by the corporation and to pay all premiums for hazard and public liability insurance.

(C) Moonridge Marina Property Owners Association shall develop, maintain, operate and otherwise manage all properties or facilities owned or leased by said corporation for recreational purposes. Rules of use are to be established by the Board of Directors of Moonridge Marina Property Owners Association.

(D) Each owner or owners of record of each lot in the Moonridge Marina subdivision, described above, shall pay to Moonridge Marina Property Owners Association, upon receipt of an invoice, a sum equal to the aggregate of the following:

(1) Owner's pro rata share of the actual cost to Moonridge Marina Property Owners Association of all repairs, maintenance, insurance, taxes, operation and management required in Paragraphs 15B and 15C hereof.

(2) Owner's pro-rata share of such sums as the Board of Directors of Moonridge Marina Property Owners Association shall determine to be fair and prudent for the establishment and maintenance of a reserve for management, operation, development, repair, maintenance, operation, replacement, and the payment of taxes and insurance as required in Paragraphs 15B and 15C hereof. Each owner's pro-rata share shall be determined by the Board of Directors of Moonridge Marina Property Owners Association and shall be in the ratio that the

total number of lots owned by said owner bears to the total number of lots in the Moonridge Marina subdivision. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board of Directors of Moonridge Marina Property Owners Association.

The maximum amount which may be assessed by the Board of Directors of Moonridge Marina Property Owners Association for any of the purposes herein enumerated shall not exceed Two Hundred Fifty Dollars (\$250.00) per lot per year, provided that said maximum amount may be increased only by a two-thirds vote of approval by the members of Moonridge Marina Property Owners Association at a general or special meeting called for that purpose, or by ballot.

(E) In the event any invoice as provided for in this Paragraph 15 is not paid pursuant to the terms outlined on an invoice as submitted to a lot owner by deposit in the United States Mail addressed to the owner or owners of a lot the amount of such invoice shall constitute and become a lien upon said lot provided the Board of Directors of Moonridge Marina Property Owners Association causes to be filed in the office of the County Recorder, La Paz County, an affidavit of non-payment of such invoice in the form of a Mechanic and Materialman's Lien and then posting a copy of the same upon said lot. Said lien shall be foreclosed within six (6) months from the date of filing the affidavit of non-payment as hereinafter provided and in the manner provided by the applicable Arizona Revised Statutes

pertaining to the foreclosure of Mechanic and Materialman's Liens. If any lot subject to the lien hereof shall be subject to the lien of a mortgage or Deed of Trust;

(1) The foreclosure of the lien herein provided shall not operate to effect or impair the lien of such mortgage or Deed of Trust; and

(2) The foreclosure of the lien of the mortgage or Deed of Trust shall not operate to effect or impair the lien herein provided, except the lien herein for said charges as shall have accrued prior to the foreclosure shall be subordinate to the lien of the mortgage or Deed of Trust and the grantee shall take title free of the lien hereof for all of said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure.

(F) In the event the owner of any lot or cabana shall fail to maintain the lot or cabana or the exterior of the improvements situated thereon, including boat slips, in a manner satisfactory to the Board of Directors of Moonridge Marina Property Owners Association, said corporation through its agents or employees shall have the right to enter upon such premises and to repair, maintain, rehabilitate, and restore the lot or exterior of any improvements situated thereon, and the cost thereof shall be charged against said owner of said lot by invoice in the manner set forth herein; provided, however, that said Moonridge Marina Property Owners Association shall first

give written notice to the owner of said lot of its intentions to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the owner of said lot sixty (60) days time in which to make said necessary repairs or maintenance work. If at the end of the sixty-day period the work to be performed has not been done by the owner, then Moonridge Marina Property Owners Association shall have the rights as set forth herein to make such maintenance, repairs or rehabilitation work. Nothing herein contained shall be construed to grant to Moonridge Marina Property Owners Association any right to enter into or inside any building or buildings located on any lot without the consent of the owner thereof.

(G) In the event that the Association, Board of Directors, or any owner(s) of a lot undertakes any kind of action, including a court action, to enforce these restrictions, including the lien rights established herein, against any person or entity, the prevailing party shall be entitled to recover their reasonable attorney's fees, court costs, and any other cost associated with such enforcement in addition to the sums, if any, awarded or entitled from such person and entities in violation or threatened or attempted violation of these restrictions.

(H) No membership in Moonridge Marina Property Owners Association held by the owner of a lot in said subdivision shall be transferred, pledged, or alienated in any way except upon the sale of said lot and then only to the purchasers of said lot. Any attempt to make a prohibited transfer shall be void and

shall not be reflected upon the books of the corporation. In the event the owner of any lot shall fail or refuse to transfer or cause to be transferred any certificate registered in his name to the purchaser of such lot, Moonridge Marina Property Owners Association shall have the right to record the transfer upon the books of the corporation and to issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the Seller shall be null and void as though the same had been surrendered.

17. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the beneficial owner of any lot in said subdivision, Moonridge Marina Property Owners Association or by any one or more of said individuals and corporations; provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right or re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be

abated, enjoined, or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall include the covenants, restrictions, reservations and conditions as herein set forth as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

Failure to enforce any of the covenants, restrictions, rights, reservations, and limitations contained herein shall not in any event be construed and held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

These covenants, restrictions, reservations and conditions may be amended by an instrument in writing executed and acknowledged by the owners of not less than two-thirds (2/3) of the lots in said subdivision and recorded in the office of the Recorder of La Paz County, Arizona. Such approval to amend these covenants, restrictions, reservations and conditions shall occur by ballot forwarded to each lot owner with a copy of the proposed amended instrument at least thirty (30) days prior to any special or general meeting called for the purpose of tallying ballots and counting votes.

These covenants, restrictions, reservations and conditions shall remain in force and effect until and including

1 January 2010. Thereafter, they shall be deemed to have been automatically renewed and extended for successive periods of ten (10) years each unless revoked or amended by an instrument in writing executed and acknowledged by the owners of not less than two-thirds (2/3) of the lots in said subdivision and recorded in the office of the Recorder of La Paz County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten year extension.

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

This Declaration of Restrictions shall fully supercede and replace any restrictive covenants previously recorded which would affect the real property described hereinabove, including, but not limited to, those set forth below:

- Covenants Conditions and Restrictions recorded 18 February 1970 at Docket 598, Pages 596 through 598 (Yuma County);
- Declaration of Restrictions recorded 28 February 1972 at Docket 690, Pages 268 through 278 (Yuma County);
- Amendment to Declaration of Restrictions recorded 6 April 1972 at Docket 695, Pages 779 through 780 (Yuma County);
- Second Amendment to Declaration of Restrictions recorded 14 April 1973 at Docket 696, Pages 635 through 636 (Yuma County);
- Third Amendment to Declaration of Restrictions, date of recordation unknown, recorded at Docket 749, Pages 239 through 241 (Yuma County);

- Covenants, Conditions and Restrictions recorded 2 March 1977 at Docket 962, Pages 622 through 631 (Yuma County); and

- Amendment to Declaration of Covenants, Conditions and Restrictions recorded 26 March 1985 at Microfiche Number 85-1342 (La Paz County).

and must be considered fully superior to the same.

DATED and signed by the Board of Directors of Moonridge Marina Property Owners Association, Inc., as evidenced by signature pages, attached hereto and incorporated herein by reference, as well as the declarant lot owners whose signatures are affixed or attached hereto.

(continued)