

MOON VALLEY NEIGHBORHOOD ASSOCIATION

| Subdivision | Separate Association? | Enforcement Mechanisms | Type of Relief Sought | Are fees & costs recoverable? |
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| Apollo Estates I | No provision for the formation of an Association. | <p>¶2. The architectural committee approves all construction and can prohibit the construction that is not aesthetically pleasing. A majority of the lot owners appoint the AC.</p> <p>¶16. If the owner fails to maintain his/her lot, six neighboring owners acting together can restore the lot and then record an affidavit (which becomes a lien against the lot) stating that the owner refuses to maintain the lot and setting out the costs incurred by those neighbors in restoring the lot.</p> <p>¶18. A majority of the owners appoint the AC.</p> <p>¶23. Any person owning a lot can prosecute any proceeding at law or in equity against the person(s) violating any of the covenants, and prevent such person from doing so or to recover damages for such violation, or both.</p> | Injunction restraining violations or requiring compliance and damages. | No provision for attorney fees and costs, but the Declaration is a contract, so under ARS §12-341.01, the prevailing party is entitled to judgment for its reasonable attorney fees & court costs. |

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| Apollo Estates II | No provision for the formation of an Association. | Same as AE I | Same as AE I | Same as AE I |
| Apollo Estates III | No provision for the formation of an Association. | Same as AE I | Same as AE I | Same as AE I |
| Apollo Estates IV | No provision for the formation of an Association. | Same as AE I | Same as AE I | Same as AE I |
| Apollo Estates Five | No provision for the formation of an Association. | <p>¶15 is the same as ¶16 in Apollo Estates I - IV.</p> <p>¶17 is the same as ¶18 in Apollo Estates I - IV.</p> <p>¶22 is the same as ¶23 in Apollo Estates I - IV.</p> | Same as AE I | Same as AE I |

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Apollo Estates V (you reference this as #6, but the Declaration refers to it as “V” as contrasted with Apollo Estates Five)

No provision for the formation of an Association.

¶2. The architectural committee approves all construction and can prohibit the construction that is not aesthetically pleasing. A majority of the lot owners appoint the AC.

¶15. If the owner fails to maintain his/her lot, six neighboring owners acting together can restore the lot and then record an affidavit (which becomes a lien against the lot) stating that the owner refuses to maintain the lot and setting out the costs incurred by those neighbors in restoring the lot.

¶17. A majority of the Owners appoints the AC.

¶22. Any person owning a lot can prosecute any proceeding at law or in equity against the person(s) violating any of the covenants, and prevent such person from doing so or to recover damages for such violation, or both.

Same as AE I

Same as AE I

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| Camino Verde | No provision for the formation of an Association. | <p>¶9. Declarant approves all plans for construction. No provision for the AC after Declarant has sold all of its lots.</p> <p>Last paragraph of the Declaration provides that any lot owner can enforce the provisions of the Declaration by obtaining an injunction or damages.</p> | Remedies: lawsuit for injunctive relief or damages. | No provision for the recovery of attorney fees or court costs. Since the Declaration is a contract, the successful party is entitled to attorney fees and costs under ARS §12-341.01. |
| Coral Gables | No provision for the formation of an Association. | <p>¶12 provides that a failure to enforce the declaration in one instance is not a waiver of the right to enforce in other instances. However, there's no express language regarding who has the right to enforce. In common law, since the Declaration is a contract, any other owner would legally be permitted to bring an action to enforce the Declaration.</p> | The Declaration does not contain any provisions regarding enforcement. | No provision for the recovery of attorney fees or court costs. Since the Declaration is a contract, the successful party is entitled to attorney fees and costs under ARS §12-341.01. |
| Coral Gables Unit Two | Same as Coral Gables | Same as Coral Gables | Same as Coral Gables | Same as Coral Gables |

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| <p>Country Club North Unit One</p> | <p>No provision for the formation of an Association.</p> | <p>¶2 provides that all plans for improvements must be approved by the Architectural Committee. See ¶17 which provides that a majority of the owners can appoint the AC and must record a document that names those members of the AC.</p> <p>¶15 provides that if an Owner fails to maintain his/her lot, then six of the neighbors can provide the maintenance and record an affidavit as to the work that was done and the costs. The affidavit becomes a lien against the Lot, which means that when the Lot sells, the six owners are repaid what they expended.</p> <p>¶22 provides that any Owner may enforce the Declaration by obtaining an injunction and/or damages.</p> | <p>Injunctive relief and damages</p> | <p>No provision for the recovery of attorney fees or court costs. Since the Declaration is a contract, the successful party is entitled to attorney fees and costs under ARS §12-341.01.</p> |
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| Country Club North Unit Two | No provision for the formation of an Association. | <p>¶2 provides that all plans for improvements must be approved by the Architectural Committee.</p> <p>¶17 provides that a majority of the owners may designate the members of the AC by recording their names in a written instrument.</p> <p>¶15 provides that if an Owner fails to maintain his/her lot, then six of the neighbors can provide the maintenance and record an affidavit as to the work that was done and the costs. The affidavit becomes a lien against the Lot, which means that when the Lot sells, the six owners are repaid what they expended.</p> <p>¶22 provides that any Owner may enforce the Declaration by obtaining an injunction and/or damages.</p> | Injunctive relief and damages | No provision for the recovery of attorney fees or court costs. Since the Declaration is a contract, the successful party is entitled to attorney fees and costs under ARS §12-341.01. |
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| <p>Country Club North Unit Three</p> | <p>No provision for the formation of an Association.</p> | <p>¶2: Same as CCN Unit One & Unit Two ¶17: Same as CCN Unit One & Two As only the amendment was on the website, I'm assuming that the original declaration also contains ¶22 regarding an owner's right to enforce the declaration.</p> | <p>Injunctive relief and damages</p> | <p>No provision for the recovery of attorney fees or court costs. Since the Declaration is a contract, the successful party is entitled to attorney fees and costs under ARS §12-341.01.</p> |
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| <p>Hillcrest (Second Amended Declaration)</p> | <p>¶ 9: Hillcrest Improvement Association #1, Arizona nonprofit corporation assumed all rights of the declarant upon the sale of 60% of the lots. Association is to maintain the common areas as shown on the plat.</p> | <p>¶ 11: the Association is required to do all things necessary for the benefit of the Owners of the Lots, must maintain the common areas and facilities and do everything required of it in the Articles of Incorporation. ¶ 12: the Association has the right to record a lien for nonpayment of assessments and to collect the amounts due. ¶ 13: the Association has the right to enter any lot and perform maintenance if the Owner fails to do so and those expenses become a lien on the Lot. ¶ 14 (a): the Association has the right approve the purchasers of Lots. (This provision is most likely invalid.) ¶ 14 (b): the Association approves all plans and specifications for improvements. ¶ 16: The Association and any owner has the right to enforce the Declaration.</p> | <p>Injunctive relief; right of entry on the lot to correct deficiencies; action for damages.</p> | <p>No provision for the recovery of attorney fees or court costs. Since the Declaration is a contract, the successful party is entitled to attorney fees and costs under ARS §12-341.01.</p> |
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| <p>Hillcrest One, Two, Three & Four (117 Lots) all encompassed within the Seventh Amended Declaration (1996)</p> | <p>Same as Hillcrest One</p> | <p>¶8: the Association is required to do all things necessary for the benefit of the Owners of the Lots, must maintain the common areas and facilities and do everything required of it in the Articles of Incorporation. ¶9: each Owner is required to pay assessments. The Association has the right to impose a lien and to foreclose. The Association is entitled to reimbursement of all “costs” incurred in the lien and collection of assessments. ¶10: if an owner fails to maintain his/her lot, the Association can enter the lot, maintain the lot and charge the owner for those expenses, which become a lien on the Lot. ¶11: the Association can do everything listed in the Articles of Incorporation and has the first right of refusal on any sale of the lot. (In all likelihood, this first right of refusal is void and unenforceable.) ¶12: the Association is responsible for approving all plans for improvements. ¶16: the Association and any Owner has the right to enforce the</p> | <p>Injunctive relief; right of entry on the lot to correct deficiencies; action for damages.</p> | <p>Under ¶10 the Association is entitled to collect its “costs” from the delinquent owner. The term “costs” is a legal term and typically does not include attorney fees, but ARS §12-341.01 would allow for the recovery of the Association’s reasonable attorney fees if suit is brought to collect assessments or enforce the declaration.</p> |
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| Hillcrest 5 | There are no copies of any recorded declarations for these four subdivisions. There is an Eighth Amended Declaration and an amendment to the Eighth Amended Declaration, but all of the Declarations on the website for Hillcrest cover Hillcrest One, Two, Three and Four. | | | |
| Hillcrest 6 | | | | |
| Hillcrest 7 | | | | |
| Hillcrest 8 | | | | |
| Lunar Vista Estates: you only had the amendments on your website, not the original declaration. | No provision for the formation of an Association. | <p>¶14: if an owner fails to maintain his/her lot, six owners can get together and maintain the lot, file an affidavit as to costs, which affidavit becomes a lien on the Lot.</p> <p>¶19: A majority of the Owners can designate, in writing, the members of the AC, recording that designation in the recorder's office.</p> | Info not available in the amendment that you had on the website. | |

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| <p>Mini Moon Estates: Original Declaration: 10388 at Page 115.</p> | <p>No provision for the formation of an Association.</p> | <p>¶2: All improvements must be approved by the Architectural Control Committee. ¶15: if an owner fails to maintain his/her lot, six owners can get together and maintain the lot, charge the owner for the costs and if not paid in 30 days, file an affidavit as to costs, which affidavit becomes a lien on the Lot. ¶17: A majority of the Owners can designate, in writing, the members of the AC, recording that designation in the recorder's office. ¶22: Any owner can enforce the Declaration by seeking an injunction or damages.</p> | <p>The Declaration can be enforced by any Owner t h r o u g h injunctive relief and monetary damages.</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| <p>Mini Moon Estates II: Original Declaration: 10232 at Page 260</p> | <p>There is no provision for the formation of an Association.</p> | <p>¶2: All improvements must be approved by the Architectural Control Committee. ¶15: if an owner fails to maintain his/her lot, six owners can get together and maintain the lot, charge the owner for the costs and if not paid in 30 days, file an affidavit as to costs, which affidavit becomes a lien on the Lot. ¶17: A majority of the Owners can designate, in writing, the members of the AC, recording that designation in the recorder's office. ¶22: Any owner can enforce the Declaration by seeking an injunction or damages.</p> | <p>The Declaration can be enforced by any Owner t h r o u g h injunctive relief and monetary damages.</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| <p>Moon Valley</p> | <p>There is no provision for the formation of an Association.</p> | <p>¶2: The ACC must approve all improvements to the Lot. ¶15: if an owner fails to maintain his/her lot, six owners can get together and maintain the lot, charge the owner for the costs and if not paid in 30 days, file an affidavit as to costs, which affidavit becomes a lien on the Lot. ¶17: A majority of the Owners can designate, in writing, the members of the AC, recording that designation in the recorder's office. ¶18: The ACC has 30 days to approve the plans or file an action for an injunction before the improvement is completed. ¶22: Any owner can enforce the Declaration by seeking an injunction or damages.</p> | <p>The Declaration can be enforced by any Owner t h r o u g h injunctive relief and monetary damages.</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| <p>Moon Valley Country Estates II</p> | <p>There is no provision for the formation of an Association.</p> | <p>¶2: The ACC must approve all improvements to the Lot. ¶15: If an owner fails to maintain his/her Lot, six owners acting in concert can perform the maintenance and charge the owner. Nonpayment results in the recording of an affidavit as to the expenses incurred, which affidavit becomes a lien on the lot. ¶17: a majority of the owners can appoint the Members of the ACC by recording a document listing the names of the ACC. ¶18: The ACC has 30 days to approve the plans or file an action for an injunction before the improvement is completed. ¶22: Any owner of a lot has the right to enforce the declaration through an action for an injunction or for damages.</p> | <p>Injunctive relief and/or damages.</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| Moon Valley Country Estates | There is no provision for the formation of an Association. | <p>¶2: The ACC must approve all improvements to the Lot.</p> <p>¶15: If an owner fails to maintain his/her Lot, six owners acting in concert can perform the maintenance and charge the owner. Nonpayment results in the recording of an affidavit as to the expenses incurred, which affidavit becomes a lien on the lot.</p> <p>¶17: a majority of the owners can appoint the Members of the ACC by recording a document listing the names of the ACC.</p> <p>¶18: The ACC has 30 days to approve the plans or file an action for an injunction before the improvement is completed.</p> <p>¶22: Any owner of a lot has the right to enforce the declaration through an action for an injunction or for damages.</p> | Injunctive relief and/or damages. | There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration. |
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| <p>Moon Valley Homes</p> | <p>There is no provision for the formation of an Association.</p> | <p>¶2: The ACC must approve all improvements to the Lot. ¶17: If an owner fails to maintain his/her Lot, six owners acting in concert can perform the maintenance and charge the owner. Nonpayment results in the recording of an affidavit as to the expenses incurred, which affidavit becomes a lien on the lot. ¶19: a majority of the owners can appoint the Members of the ACC by recording a document listing the names of the ACC. ¶20: The ACC has 30 days to approve the plans or file an action for an injunction before the improvement is completed. ¶24: Any owner of a lot has the right to enforce the declaration through an action for an injunction or for damages.</p> | <p>Injunctive relief and/or damages</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| <p>Moon Valley Estates</p> | <p>There is no provision for the formation of an Association.</p> | <p>¶2: The ACC must approve all improvements to the Lot. ¶15: If an owner fails to maintain his/her Lot, six owners acting in concert can perform the maintenance and charge the owner. Nonpayment results in the recording of an affidavit as to the expenses incurred, which affidavit becomes a lien on the lot. ¶17: a majority of the owners can appoint the Members of the ACC by recording a document listing the names of the ACC. ¶18: The ACC has 30 days to approve the plans or file an action for an injunction before the improvement is completed. ¶22: Any owner of a lot has the right to enforce the declaration through an action for an injunction or for damages.</p> | <p>Injunctive relief and/or damages.</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| <p>Moon Valley II</p> | <p>No provision for an Association</p> | <p>¶2: The ACC must approve all improvements to the Lot. ¶15: If an owner fails to maintain his/her Lot, six owners acting in concert can perform the maintenance and charge the owner. Nonpayment results in the recording of an affidavit as to the expenses incurred, which affidavit becomes a lien on the lot. ¶17: a majority of the owners can appoint the Members of the ACC by recording a document listing the names of the ACC. ¶18: The ACC has 30 days to approve the plans or file an action for an injunction before the improvement is completed. ¶22: Any owner of a lot has the right to enforce the declaration through an action for an injunction or for damages.</p> | <p>Injunctive relief and damages</p> | <p>There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration.</p> |
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| Moon Valley III | No provision for an Association. | Same provisions as Moon Valley II | Injunctive relief & damages | There is no provision for an award of attorney fees and costs if an owner files an action to enforce the declaration but ARS §12-341.01 would allow for the recovery of the Association's reasonable attorney fees if suit is brought to enforce the declaration. |
| Sunset North Unit Six | No provision for the formation of an Association | ¶12: (2 nd Paragraph) provides that the Declaration can be enforced through injunctive action or for damages. Note that there is no mention of who can enforce, but it does state that the covenants are binding on the grantees, and thus, the owners have the right to enforce violations. | Injunction & an action for damages. | There's no provision for attorney fees and costs incurred in an enforcement action and thus, A.R.S. §12-341.01 prevails. |

