

When recorded Return to:

Starlight Pines Homeowners Association  
2740 Arapaho Drive  
Happy Jack, AZ 86024-8245

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**DO NOT REMOVE  
THIS IS PART OF THE OFFICIAL DOCUMENT**

The recording of the following Starlight Pines Homeowners Association documents:

PROPERTIES RULES - aka PROPERTY RULES

FIREWISE AND HEALTHY FOREST PROGRAM FOR STARLIGHT PINES

ARCHITECTURAL COMMITTEE RULES

Amend the following documents previously recorded by the Starlight Pines Homeowners Association in Coconino County, Arizona:

**Document Recorded on 7/11/2022 in Docket 3954855, Records of Coconino County, Arizona**

The attached documents were approved for recording/re-recording by the Board of Directors of the Starlight Pines Homeowners Association on 9/9/2023.

Starlight Pines Homeowners Association

By   
Gary Hanson, President



## **Starlight Pines Homeowners Association**

### **Properties Rules**

**(aka Property Rules)  
(Revised and Reformatted)**

#### ***Declaration of Covenants, Conditions, & Restrictions (CC&Rs)***

*Article IV, Section 4.3 The Properties Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Properties Rules." The Properties Rules may restrict and govern the use of any area by any owner, by the family of such owner, or by any invitee, licensee or lessee of such owner; provided, however, that the Properties Rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws of the Association. A copy of the Properties Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may be recorded. Upon recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.*

**STARLIGHT PINES HOMEOWNERS ASSOCIATION****PROPERTIES RULES  
(aka Property Rules)****TABLE OF CONTENTS**

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**APPENDICES**

Property Rules Committee Notice of Noncompliance with CC&Rs (Appendix A)

Starlight Pines CC&R Violation Notice (Appendix B)

Loose and Menacing Dog Complaint Report Form (Appendix C)

Copies of Appendices are available from the Starlight Pines Homeowners Association, 2740 Arapaho Dr., Happy Jack, AZ 86024-8245; 928-477-2602; sphoa1216@tds.net

**Declaration of Covenants, Conditions, & Restrictions**

**ARTICLE III**

**LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS**

**CC&R Section 3.1 Permitted Uses and Restrictions - Single Family.**

*The permitted uses, easements, and restrictions for all property with the Properties covered by this Declaration, shall be as follows:*

(a) *Single Family Residential use. All STARLIGHT PINES PROPERTIES shall be used, improved and devoted exclusively to Single Family Residential Use. No business activity of any kind whatsoever shall be conducted on any such property, with the sole exception of sales office; which Lot shall be designated prior to sales and said office shall remain a sales office only for the period of time required to sell the Lots. Nothing herein shall be deemed to prevent the leasing of any such property to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. All buildings and structures erected on such property shall be of new construction and no building or structure shall be moved from any other location onto said property. No structure whatever, other than one private, Single Family Residence, shall be erected, placed or permitted to remain on any Lot. No building or structure of residential purpose shall be erected or maintained separate from the residence hereinabove referred to. No dwelling or residence shall be erected, permitted or maintained having a ground floor area of less than seven hundred fifty (750) square feet, exclusive of an open porch, carport or garage. No premises shall be used for hospitals, sanitariums, nor shall any dwelling be occupied for the case [sic] or lodging or entertainment, whether for hire or charitable purposes, of persons suffering from injury, ill health or disease. No part of any dwelling shall be used for the lodging of paying guests.*

**Rule 3.1 Permitted Uses and Restrictions - Single Family**

The Association has determined that the permitted uses, easements, and restrictions for all property within the Properties covered by this Declaration, shall be as follows:

- a. Single Family Residential use. All STARLIGHT PINES PROPERTIES shall be used, improved and devoted exclusively to Single Family residential Use.
- b. No business activity of any kind whatsoever as defined in Property Rule 3.1.1 shall be conducted on any such property, with the sole exception of a sales office; which Lot shall be designated prior to sales and said office shall remain a sales office only for the period of time required to sell the Lots.

**Rule 3.1.1 Definition of Business Activity**

The Association hereby defines "Business Activity" as being evidenced by any one or more of the following activities:

- a. Commercial activity that creates one or more of the following conditions, as determined by the Board, and is illegal as referenced in Section 10: Residential Zones and Section 14.2: Home Occupations of the Coconino County Zoning Ordinances:

- i. Generates more traffic (either vehicular or pedestrian) than is associated with residential use of the lot;
  - ii. Outdoor storage of materials and/or supplies;
  - iii. Radio or television interference;
  - iv. Generation of noise, smoke, odor or waste that would exceed what normally is produced by a dwelling unit;
  - v. Does not conform to all applicable Coconino County Zoning Ordinances or requirements for the lot;
  - vi. Involves door-to-door solicitation of owners or other residents;
  - vii. Involves the distribution of flyers within the Association;
  - viii. Is not consistent with the residential character of the properties or constitutes a hazardous or offensive use or threatens security or safety of other residents in the properties.
- b. Business signage advertising business activity on the lot;
  - c. Parking lots;
  - d. Business lighting.

*Approved by the SPHOA Board of Directors, March 13, 2010*

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### **Rule 3.1.2 Hospitals or Sanitariums**

The Association interprets CC&R Section 3.1 as follows:

- a. No premises shall be used for hospitals or sanitariums, nor shall any dwelling be occupied for the care, lodging, or entertainment, whether for hire or for charitable purposes, of persons suffering from injury, ill health, or disease.
- b. No residence in Starlight Pines shall be used as a hospital or recuperation facility.

*Updated and approved by the SPHOA Board of Directors, October 11, 2014*

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### **Rule 3.1.3 An Inn, Short-Term Rental or Bed and Breakfast Facility**

The Association interprets CC&R Section 3.1 to mean that no residence in Starlight Pines shall be used for the lodging of paying guests, which includes an Inn for paying guests, a Hunting or Fishing Lodge, Short-Term Rental for less than a 90-day period, or a Bed and Breakfast facility. The leasing of an owner's property for not less than a 90-day period to a single family from time to time is permitted, but the Association shall be immediately notified by the owner of the onsite tenant emergency contact information and the lease term for any property being leased.

*Approved by the SPHOA Board of Directors, May 10, 2003*  
*Updated and approved by the SPHOA Board of Directors, October 11, 2014*  
*Updated and approved by the SPHOA Board of Directors, November 14, 2015*  
*Updated and approved by the SPHOA Board of Directors, April 9, 2022*

**CC&R Section 3.3 Perimeter Fence and "For Sale" Signs**

*The perimeter of the lot may be fenced with wood rail fencing, up to but not exceeding three (3) feet in height. All fencing, except horse corrals, and garden fencing must be natural materials and complimentary to the area. No "for sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Association.*

**Rule 3.3 "For Sale," "For Rent," and "For Lease" Signs**

- a. The Association has determined that the interpretation of CC&R Section 3.3 must be consistent with Arizona Revised Statutes §33-1808F, therefore.
  - i. Commercially produced "For Sale," "For Rent," and "For Lease" signs may not exceed the industry standard of eighteen (18) inches by twenty-four (24) inches.
  - ii. No sign rider may exceed the industry standard of six (6) inches by twenty-four (24) inches.
  - iii. The "total face area" includes appurtenant signs attached to the main sign and may be no greater than four (4) square feet.
- b. The Architectural Committee, appointed by the Starlight Pines Homeowners Association Board of Directors, must approve all non-commercially produced "For Sale" and "For Lease" signs before they are displayed.
- c. The Association determines that only one "For Sale" or "For Lease" sign per lot may be placed physically within the lot boundaries.
- d. All "For Sale" and "For Lease" signs must be removed within thirty- (30) days of closing.
- e. An additional "Open House" sign may be placed on the lot but only during the hours that there is an actual staffed open house in progress.
- f. Additional directional signs may be displayed but only during the hours an actual staffed open house is in progress.
- g. No other directional or informational signs may be placed anywhere within Starlight Pines.
- h. The Association Bulletin Board at the southern entrance to Starlight Pines may be used to display information about properties for sale or for lease.

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**CC&R Section 3.6 Temporary Occupancy**

*No temporary building or structures shall be maintained on any lot per Section 14. G of Coconino Planning and Zoning regulations as provided for in Section 3.7.*

**Rule 3.6 Temporary Occupancy**

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SPHOA Properties Rules

Revised, restated, reformatted, amended, and approved by the SPHOA Board of Directors on September 09, 2023

- a. The Association defines “temporary occupancy” in CC&R Section 3.6 as a structure or building maintained on a lot that could be used for nonpermanent habitation.
- b. The Association has determined that CC&R Section 3.6 prohibits the construction and maintenance of any temporary buildings or structures on any lot prior to construction of a dwelling.
- c. The Association notes that CC&R Section 3.7 and Coconino County prohibit the use of tents as residences.
- d. The Association has determined that no recreational vehicle, motor home, fifth wheel, camper, horse trailer, or travel trailer that is equipped with living space and amenities found in a home but intended for nonpermanent habitation will be allowed on any lot as temporary housing before, during, and after construction of a dwelling in Starlight Pines.
- e. The Association has determined that any and all construction on any and all lots within Starlight Pines falls under the approval process of the Starlight Pines Homeowners Association Architectural Committee.

**Rule 3.6 Enforcement Procedures**

- a. If upon review of lots the Architectural Committee (AC) notices noncompliance or an Association Member files a Complaint, the AC will follow the steps in “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
- b. The Committee will send an immediate Violation Fine Notice in the amount specified on the Fine Schedule to the offending Owner.
- c. The Violation Fine Notice will give the Owner 15 days to respond.
- d. If the Complaint is for temporary occupancy in a tent, the Association will also notify Coconino County that temporary housing is occurring on the lot.

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**CC&R Section 3.7 Trailers and Motor Vehicles**

*Section 3.7 Trailers and Motor Vehicles. Except with approval of the Declarant or Architectural Committee, no mobile home, bus motor home, truck larger than 3/4 ton, trailer of any kind, mini-bike, truck camper, or permanent tent or similar structure shall be kept, placed (except during the course of making deliveries or for purposes of loading or unloading) maintained, constructed, reconstructed or repaired, upon any property or street (public or private) within the Properties in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs and/or used exclusively in connection with the construction of any improvements approved by Declarant or the Architectural Committee.*

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SPHOA Properties Rules

Revised, restated, reformatted, amended, and approved by the SPHOA Board of Directors on September 09, 2023



**Rule 3.7.1 Storage on Lots during Construction**

- a. The Association defines CC&R Section 3.7 to mean that the Architectural Committee must approve all storage on a lot during construction.
- b. The Association interprets CC&R Section 3.7 to mean that without the approval of the Architectural Committee, no recreational vehicles or fifth wheels of any kind, mobile homes, bus motor homes, truck campers, travel trailers or trailers of any kind, mini bikes, all-terrain vehicles (ATV's), utility terrain vehicles (UTV's), trucks larger than 3/4 ton, permanent tents or similar structures shall be kept, placed, maintained, constructed, reconstructed or repaired on any lot or street, public or private, in Starlight Pines in such a manner as will be visible from neighboring property for any use including storage of equipment and/or materials during construction.
- c. The Association has determined that closed-in, lockable, licensed utility trailers and mobile storage containers, i.e., mini mobile containers, will be permitted on lots during construction for storage of equipment and materials, but
  - i. Must be approved by the Architectural Committee before being placed on a lot and
  - ii. Must be removed before exterior inspection and cleanup deposit is refunded.
- d. No shed or temporary structures for storage may be constructed prior to construction of the dwelling.

**Rule 3.7.1 Enforcement Procedures**

- a. If the Architectural Committee notices noncompliance upon review of lots or an Association Member files a complaint, the Architectural Committee will follow the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."
- b. The Architectural Committee will send a Noncompliance Letter to the offending Owner.
- c. The Noncompliance Letter will give the Owner 15 days to respond.
- d. If no response, Community Manager will send a Violation Notice with Board appeal information to the offending Owner.
- e. If no response, the Community Manager will send a Violation Fine Notice in the amount specified on the Fine Schedule retroactive to the date of the Noncompliance Letter.

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**Rule 3.7.2 Recreational Vehicles as Storage or Temporary Housing during Construction**

- a. The Association defines a recreational vehicle as a motor home, fifth wheel, camper, or trailer that is equipped with living space and amenities found in a home but intended for leisure activities such as vacations and camping and for short-term, nonpermanent occupancy.

- b. The Association interprets CC&R Section 3.7 to mean that no recreational vehicles, travel trailers, mobile homes, fifth wheels or other types of recreational vehicles of any kind will be allowed on any lot for any use including storage of equipment and/or materials or for temporary housing prior to completion of a dwelling.

**Rule 3.7.2 Enforcement Procedures**

- a. If the Architectural Committee notices noncompliance upon review of lots or an Association Member files a complaint, the Architectural Committee will follow the steps in “How Complaints Are Processed” and the “Committee Crosswalk, and Enforcement Procedures, and Fine Schedule.”
  - b. The Architectural Committee will send a Noncompliance Letter to the offending Owner.
  - c. The Noncompliance Letter will give the Owner 15 days to respond.
  - d. If no response, Community Manager will send a Violation Notice with Board appeal information to the offending Owner.
  - e. If no response, the Community Manager will send a Violation Fine Notice in the amount specified on the Fine Schedule retroactive to the date of the Noncompliance Letter.
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**Rule 3.7.3 Live-in or Sleep-in Trailers and Motor Vehicles**

- a. The Association defines a live-in or sleep-in trailer or motor vehicle as a motor home, fifth wheel, camper of any kind, trailer, or recreational vehicle that is equipped with living space and amenities found in a home but intended for leisure activities such as vacations and camping and for short-term, nonpermanent occupancy.
- b. The Association has determined that if a person can live or sleep in a recreational vehicle, trailer, or other motor vehicle, it cannot be kept in Starlight Pines unless it is parked in a garage with the door closed, in which case no violation will be in effect.

**Rule 3.7.3 Enforcement Procedures**

- a. If upon review of lots the Architectural Committee (AC) notices noncompliance or an Association Member files a Complaint, the Architectural Committee will follow the steps in “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
  - b. The Architectural Committee will send a Noncompliance Letter to the offending Owner, by USPS Return Receipt, stating that Owner must remove unit from lot immediately.
  - c. The Noncompliance Letter will give Owner 15 days to respond.
  - d. If no response in 15 days, the Community Manager will send the offending Owner a Violation Notice and Board appeal information.
  - e. If still no response, Community Manager will send a Violation Fine Notice for the amount specified on the Fine Schedule, retroactive to the date of the Noncompliance Letter.
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f. If offending Owner is ever in noncompliance again, the Community Manager will send an immediate Violation Fine Notice for the amount specified on the Fine Schedule.

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**Rule 3.7.4 Utility Trailers Parked on Lots**

- a. The Association defines CC&R 3.7 to mean that Owners may park open utility trailers, small fishing boats, and horse trailers that accommodate a maximum of three horses and have no living quarters on lots in Starlight Pines.
- b. No more than two open utility trailers may be kept on a lot in Starlight Pines at the same time. Enclosed trailers are not allowed except during construction if approved by the AC.
- c. The Association has determined that each utility trailer parked on a lot in Starlight Pines must first have the approval of the Architectural Committee.
- d. Each property owner who wishes to park utility trailers on a lot must first submit a request for approval to the Architectural Committee and include in the request:
  - i. The types and sizes of the trailers including attached images and
  - ii. A site plan indicating the location on the lot where each will be parked.
- e. Utility trailers must be parked on a lot to be as invisible as possible from any roadway or adjacent lot.
- f. Areas where utility trailers are parked shall be well maintained.

**Rule 3.7.4 Enforcement Procedures**

- a. If upon review of lots the Architectural Committee notices noncompliance or an Association Member files a Complaint, the Architectural Committee will follow the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."
- b. The Architectural Committee will send a Noncompliance Letter to the offending Owner.
- c. The Noncompliance Letter will give the offending Owner 15 days to comply.
- d. If no compliance in 15 days, Community Manager will send offending Owner a Violation Notice and Board appeal information.
- e. If no response, Community Manager will send a Violation Fine Notice for the amount specified on the "Fine Schedule," retroactive to the date of the Noncompliance Letter.
- f. If Owner is ever in noncompliance again, Community Manager will send an immediate Violation Fine Notice.

**Rule 3.7.5 Loading, Unloading, and Cleaning of Sleeping Units**

- a. The Association defines a sleeping unit as a motor home, fifth wheel, camper of any kind, trailer, or recreational vehicle that is equipped with living space and amenities found in a home but intended for leisure activities such as vacations and camping and for short-term, nonpermanent occupancy.
- b. The Association allows sleeping units to be parked on a lot for a maximum of four (4) days for loading, unloading, and cleaning the unit only with prior permission of the Architectural Committee.
- c. The Association has determined that the owner of the sleeping unit is responsible for:
  - i. Notifying the Architectural Committee (AC) or Community Manager (CM) by phone, email, or face-to-face in advance of the sleeping unit's arrival,
  - ii. Submitting a written request to the AC, stating the arrival and departure dates,
  - iii. Obtaining a Parking Permit from the AC or CM, and
  - iv. Placing the Parking Permit on the sleeping unit in a visible location during all four (4) days.
- d. The Association defines parking a sleeping unit on a lot without prior notice to the AC and without receiving a Parking Permit to be camping and in noncompliance with CC&R 3.7.
- e. The Association requests that all property owners with live-in sleeping units park them out of sight in a garage or remove them from Starlight Pines.

**Rule 3.7.5 Enforcement Procedures**

- a. If the Architectural Committee (AC) notices noncompliance or an Association Member files a Complaint, the AC will follow the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."
- b. The AC will send a Noncompliance Letter to the offending Owner, stating that the unit must be removed from the lot immediately.
- c. A copy of the Noncompliance Letter will be placed in the Lot file.
- d. If no response, the Community Manager will send a Violation Notice and Board appeal information to the Owner.
- e. If no response, Community Manager will send a Violation Fine Notice for the amount specified on the Fine Schedule retroactive to the date of the Noncompliance Letter.
- f. If Owner is ever in noncompliance again, Community Manager will send an immediate Violation Fine Notice.

***CC&R Section 3.8.1 Maintenance of Lawn and Plantings by Owner***

*Each Owner of a lot within the Properties shall keep his lot free of trash and other unsightly material. No Owner shall cut down any tree larger than two (2) inches in diameter without the consent of the Declarant, the Association or Architectural Committee.*

**Rule 3.8.1 Maintenance of Lawn and Plantings by Owner**

- a. The Association has determined that CC&R Section 3.8.1 does not allow trash and other unsightly material to accumulate on lots in Starlight Pines.
- b. The Association authorizes the Architectural Committee to be responsible for enforcing Rule 3.8.1 during construction.
- c. The Association authorizes the Property Rules Committee to be responsible for Property Rule 3.8.1 at all other times.
- d. The Association further defined CC&R 3.8.1 by establishing the "Firewise and Healthy Forest Program for Starlight Pines Properties" on January 14, 2006.
- e. The Association recorded the "Firewise and Healthy Forest Program for Starlight Pines Properties" with the Coconino County Recorder on September 7, 2006, Document No. 3401407 so that the Firewise Program would have the same force and effect as if it were set forth in and part of the CC&Rs.
- f. The Association identifies the bark beetle as an example of a noxious insect that infects and kills ponderosa pine trees and spreads to other trees if diseased trees are not removed totally from the lot.
- g. The Association authorizes the Architectural Committee, working with the Firewise Education Committee, to give consent to property owners to thin trees of all sizes as necessary to create a Firewise and healthy forest environment in Starlight Pines.
- h. "Thinning trees" by no means allows for clear-cutting a lot.

**Rule 3.8.1 Enforcement Procedures**

- a. If a Committee notices noncompliance upon review of lots or an Association Member files a Complaint, the Committee will follow the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."
- b. The Committee will send a Noncompliance Letter to the offending Owner.
- c. The Noncompliance Letter will give the Owner 15 days to respond.
- d. If no response, Community Manager will send offending Owner a Violation Notice and Board appeal information.

- e. If no response, Community Manager will send a Violation Fine Notice for the amount specified on the "Fine Schedule" retroactive to the date of the Noncompliance Letter.
- f. If the Firewise Education Committee (FEC) observes noncompliance with the "Firewise and Healthy Forest Program for Starlight Pines Properties," the FEC will follow the "Firewise and Healthy Forest Policy Procedures for Starlight Pines" and "How Complaints Are Processed" and file a Complaint with the Property Rules Committee (PRC).
- g. Upon receiving a Complaint from the FEC, the PRC and the Board of Directors will follow the steps in the "Firewise and Healthy Forest Policy Procedure for Starlight Pines," "How Complaints Are Processed," and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."

### **CC&R Section 3.9 Nuisances**

*Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Properties, and no odors shall be permitted to arise there from, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.*

### **Rule 3.9 Nuisances**

- a. The Association defined "rubbish or debris placed or permitted to accumulate on a property" as a nuisance under CC&R Section 3.9 by approving the Firewise and Healthy Forest Program for Starlight Pines Properties on January 14, 2006.
- b. The Association also considers new, unused or left-over construction materials placed or permitted to accumulate on a property within Starlight Pines before, during, or after construction has been completed to be "rubbish or debris" and a nuisance under CC&R Section 3.9.
- c. The Association has determined that the Board of Directors has sufficient authority under CC&R Section 10.3 Appointment and Removal and Arizona Revised Statutes §33-1817 to delegate the Board's right to determine the existence of a nuisance to the Architectural Committee when that nuisance is construction-related rubbish or debris.
- d. The Association has determined that, as stated in CC&R Section 3.9, Starlight Pines Committees or property owners have the right to bring to the Board of Directors notifications of nuisances.

**Rule 3.9 Enforcement Procedures**

- a. The Association will enforce Rule 3.9 Nuisances by following the steps in “The Firewise and Healthy Forest Policy Procedures,” “How Complaints Are Processed,” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
- b. If the Firewise Education Committee (FEC) observes noncompliance with the “Firewise and Healthy Forest Program for Starlight Pines Properties,” the FEC will follow the steps in “How Complaints Are Processed” and file a Complaint with the Property Rules Committee (PRC).
- c. Upon receiving a Complaint from the FEC, the PRC and the Board of Directors will follow the steps in the “Firewise and Healthy Forest Policy Procedures,” “How Complaints Are Processed,” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”

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**CC&R Section 3.10 Repair of Buildings.**

*No building or structure upon any property within the Properties shall be permitted to fall into despair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.*

**Rule 3.10 Repair of Buildings**

The Association defines CC&R 3.10 to mean that, if a property has fallen into disrepair, the Property Owner must bring the property into good condition.

**Rule 3.10 Enforcement Procedures**

The Association will enforce Rule 3.10 by following “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”

Updated and approved by the SPHOA Board of Directors, October 11, 2014

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**CC&R Section 3.11 Trash Containers and Collection.**

*No garbage or trash shall be placed or kept on any property within the Properties except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring properties. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators for burning trash or garbage shall be kept or maintained on any lot, nor shall garbage or trash be permitted to be buried on any lot at any time. A central trash collection system may be used in the subdivision.*

**Rule 3.11 Trash Containers and Collection**

- a. The Association has determined that during the process of construction, trash containers will be under the purview of the Architectural Committee.

- b. The Association has interpreted CC&R 3.11 to mean that if a property owner wishes to maintain a trash container,
  - i. It must be minimally visible from any other lot or the street,
  - ii. It must be tightly covered so as not to create an attractive nuisance for wild animals, and
  - iii. The trash must be removed before any odors develop or insects are drawn to it.
- c. The Association has interpreted CC&R 3.11 to mean that if a trash removal service is used, the trash container shall be set out for trash removal no longer than twenty-four (24) hours.

Approved by the SPHOA Board of Directors, August 13, 2005  
Updated and approved by the SPHOA Board of Directors, October 11, 2014

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### **CC&R Section 3.11.1 Fires**

*No fire of any kind is permitted at any time for any reason with the sole exception of cooking food and then such fire must be confined to a barbecue type container either free-standing or built in, and in no manner will such barbecue fire be directly on the ground.*

### **Rule 3.11.1 Fires**

- a. The Association defines CC&R Section 3.11.1 to mean that there will be a “zero tolerance” for any outside fires other than those contained in a commercially constructed barbecue device used only for cooking or one approved in writing by the Architectural Committee to be used only for cooking.
- b. The Association defines a commercially constructed barbecue as a device manufactured only for cooking that uses either propane or briquettes as fuel and has a grill covering the heat source for placing food items thereon to be cooked.
- c. The Association defines “zero tolerance” with respect to fire to mean that a fine will be assessed immediately upon a first offense when a fire is not contained in a commercially constructed barbecue device that is used only for cooking with propane or briquettes as fuel and has a grill covering the heat source for placing food items thereon to be cooked.
- d. The Association has determined that NO freestanding fireplaces, any fire pits, chimenea, or fireplaces constructed on the ground will be acceptable.
- e. The Association has determined that NO fires will be allowed within a structure under construction until Coconino County has issued a Certificate of Occupancy.

### **Rule 3.11.1 Enforcement Procedures**

- a. When an Association Member or an observer sees a fire, the Member and observer must call 911.
- b. The Member must notify the Community Manager or a Board Member, a Property Rules Committee Member, or an Architectural Committee Member.



- c. The Association shall enforce Rule 3.11.1 by following “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
- d. The Community Manager will send an immediate Violation Fine Notice for the amount specified on the Fine Schedule to the offending Property Owner with Board appeal information.
- e. The Fine will increase by \$500 for each recurrence of a violation of Rule 3.11.1

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***CC&R Section 3.14 Mineral Exploration.***

*No property within the Properties shall be used in any manner to explore for or to remove any water, except as reserved in Article III, oil or other hydrocarbons, minerals or any kind, gravel, earth or any earth substance of any kind.*

**Rule 3.14 Mineral Exploration**

- a. The Association interprets CC&R Section 3.14 to mean that specifically and explicitly no exploration or exploitation of any property within Starlight Pines to remove any rock, mineral, or water except as reserved in Article III is allowed.
- b. The Association has determined that no drilling on any lot for oil or other hydrocarbons, minerals of any kind, gravel, earth, or earth substance of any kind is allowed.

Approved by the SPHOA Board of Directors, August 13, 2005  
Updated and approved by the SPHOA Board of Directors, October 11, 2014

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***CC&R Section 3.15 Machinery and Equipment.***

*No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property within the Properties except such machinery or equipment as is usual and customary in connection with the use, in construction of the residence, or other improvements, and except that which Declarant or the Association may require for the operation and maintenance of the Properties.*

**Rule 3.15 Machinery and Equipment**

The Association has interpreted CC&R Section 3.15 to mean that no machinery or equipment, whether associated with construction of buildings or roads, etc., or associated with yard maintenance can be placed upon or maintained on any lot within Starlight Pines unless:

- a. There is a residence or improvement under construction with a current Architectural Committee permit in force or
- b. The machinery or equipment is placed inside an enclosed building.

***CC&R Section 3.16 Diseases and Insects.***

*No owner shall permit any thing or condition to exist upon any property within the Properties which shall induce, breed or harbor infectious plant diseases or noxious insect.*

**Rule 3.16 Plant Diseases and Noxious Insects**

- a. The Association has interpreted CC&R 3.16 by establishing the “Firewise and Healthy Forest Program for Starlight Pines Properties” on January 14, 2006.
- b. The Association recorded the “Firewise and Healthy Forest Program for Starlight Pines Properties” with the Coconino County Recorder on September 7, 2006, Document No. 3401407 so that the Firewise Program would have the same force and effect as if it were set forth in and part of the CC&Rs.
- c. The Association defines CC&R Section 3.16 to mean that “infectious plant diseases or noxious insects” are conditions that have been shown to spread beyond the borders of an individual lot.
- d. The Association identifies the bark beetle as an example of a noxious insect that infects and kills ponderosa pine trees and spreads to other trees if diseased trees are not removed totally from the lot.

**Rule 3.16 Enforcement Procedures**

- a. The Association will enforce Rule 3.16 by following the steps in “The Firewise and Healthy Forest Program for Starlight Pines Properties,” “How Complaints Are Processed,” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
- b. If the Firewise Education Committee (FEC) observes noncompliance with the “Firewise and Healthy Forest Program for Starlight Pines Properties,” the FEC will follow the steps in “How Complaints Are Processed” and file a Complaint with the Property Rules Committee (PRC).
- c. Upon receiving a Complaint from the FEC, the PRC and the Board of Directors will follow the steps in the “Firewise and Healthy Forest Policy Procedures,” “How Complaints Are Processed,” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”

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***CC&R Section 3.18 Signs***

*No signs or billboards whatsoever (including but not limited to commercial, “For Sale,” political, and similar signs) which are visible from neighboring property shall be erected without a sign permit from the County Building Department or maintained on any lot or parcel of property with the Properties except:*

### **Rule 3.18 Signs**

In conformance with Arizona Revised Statute §33-1808 and Property Rule 3.3, the Association has determined that no signs or billboards that are visible from neighboring properties are permitted to be erected or maintained on any lot or parcel of property within Starlight Pines without a sign permit from the County Building Department except for:

- a. Signs required for legal proceedings,
- b. Residential identification signs,
- c. Construction signs during the time of construction and approved by the Architectural Committee,
- d. "For Sale," "For Rent," and "For Lease" signs per A.R.S §33-1808,
- e. Cautionary signs per A.R.S §33-1808, and
- f. Political signs displayed by an Association Member on the Member's property 71 days before and 3 days after an election per A.R.S. §33-1808.

### **Rule 3.18 Enforcement Procedures**

Upon review of Starlight Pines properties or an Association Member Complaint, the Association will enforce Rule 3.18 by following the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."

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### **Rule 3.18.1 Commercial Signs**

- a. In conformance with CC&R Section 3.18.1, Arizona Revised Statute §33-1808, and Property Rule 3.3 the Association has determined that commercial signs are not permitted within Starlight Pines with the exception of commercially produced "For Sale," "For Rent," and "For Lease" signs that meet the industry standard, pursuant to A.R.S. §33-1808.
- b. The Association does not consider the following signs to be "commercial signs":
  - i. Signs required for legal proceedings,
  - ii. Cautionary signs,
  - iii. Residential identification signs,
  - iv. Construction signs approved by the Architectural Committee during construction, and
  - v. Political signs posted by an Association Member on the Member's property seventy-one (71) days before and three (3) days after an election.
- c. The owner of a commercial sign that is erected in Starlight Pines must provide the actual County sign permit to the Association Board upon request.

### **Rule 3.18.1 Enforcement Procedures**

Upon review of Starlight Pines properties or an Association Member Complaint, the Association will enforce Rule 3.18.1 by following the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."

**CC&R Section 3.18.2**

*Not more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less;*

**Rule 3.18.2 Residential Identification Signs**

- a. The Association defines CC&R 3.18.2 to mean that residential sign(s);
  - i. May be made of natural or man-made materials,
  - ii. That the entire surface of man-made or painted material may not exceed seventy-two (72) square inches, and
  - iii. That residential identification signs may be attached to naturally occurring local materials, i.e., boulders or stumps.
- b. The Association has determined that residential identification signs may be reflectorized and encouraged to be in colors found occurring in nature on the site.
- c. The Association has determined that residential identification signs must be entirely within the lot boundaries.

**Rule 3.18.2 Enforcement Procedures**

The Association's Board of Directors will enforce Rule 3.18.2 following the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and the Fine Schedule."

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**CC&R Section 3.22 Animals**

*No animals other than a reasonable number of generally recognized house or yard pets or horses shall be maintained on any property within the Properties and then only if they are kept bred or raised thereon solely as domestic pets and not for commercial purposes.*

**CC&R Amendment 5 Number of Horses per Lot**

*Article III, Section 3.22 shall have the following provision added to the second paragraph: On Lots less than one (1) acre in size, two (2) horses are allowed and on lots larger than one (1) acre in size, three (3) horses shall be allowed. In no event shall swine be permitted on a lot.*

**Rule 3.22 Animals**

- a. The Association has determined that in order to ensure quiet and peaceful enjoyment of the property, no loud, obnoxious or foul-smelling animals are allowed.
- b. Horses are specifically allowed, to a maximum of two or three, depending on lot size. Lot size will be assumed from the plat description of the lot. Horses must be maintained in a corral of suitable construction, approved by the Architectural Committee, and totally on the owner's property.
- c. No animals may be maintained or corralled on the greenbelts. Animals may be on the greenbelts. Trails are marked and maintained for that purpose on each greenbelt.

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SPHOA Properties Rules

Revised, restated, reformatted, amended, and approved by the SPHOA Board of Directors on September 09, 2023

- d. All animals must be kept and maintained wholly on the property of the owner and in a clean, well fed, and odor-free state. Excessive odors and / or insects such as flies, gnats, and mosquitoes that are generated or encouraged by the animals and / or their byproducts will be cause for a nuisance violation under Property Rule 3.9.
- e. Consistent with Coconino County's Ordinance prohibiting loose and vicious dogs running-at-large in unincorporated areas of the County that may pose a risk of injury and disease to humans, other animals, and the dogs, themselves, the Association has determined that dogs are not allowed to roam free in Starlight Pines.

Coconino County has stated:

*As per our Ordinance Dog at Large, a dog is considered at large if it is not restrained by a leash, rope, cable, chain or a suitable enclosure that ensures the dog cannot jump over or dig out of. A dog is considered to be at large on its own property if not restrained, and the owner can be charged with dog at large. The reason for this is because the owner does not know what the dog is doing if not being supervised. The County enforcement agent may issue citation(s) to the owner, or other person acting for the owner, when the dog is at large and violation fine(s) ranging from \$25.00 to \$750.00.*

### **Rule 3.22 Enforcement Procedures**

- a. When an Association Member observes a **vicious** dog running loose, the Member should immediately contact the local Deputy Sheriff's Office.
- b. When an Association Member observes a dog running loose that appears **not** to be vicious, the Member should:
  - i. Try to determine on which property the dog belongs,
  - ii. Notify the Coconino County Animal Management Office in Flagstaff, and
  - iii. Complete a Loose and Menacing Dog Complaint Report with the Starlight Pines Property Rules Committee (PRC) and file with the Community Manager.
- c. The PRC will process the Complaint following the steps in "How Complaints Are Processed."
- d. If, while investigating the Complaint, the PRC determines that the Complaint is valid or that a pattern of this activity is occurring, the PRC will follow the steps in "How Complaints Are Processed" and send a Noncompliance Letter to the dog's owner, giving the owner 15 days to respond.
- e. If the case goes to a hearing, Coconino County will call each complainant to testify per the Complaint Reports received.

Approved by the SPHOA Board of Directors, January 14, 2006  
Updated and approved by the SPHOA Board of Directors, October 11, 2014

**CC&R Section 3.24 Improvements and Alterations**

*No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any lot or other property within the improved state existing on the date such lot or property was first conveyed in fee by Declarant to a Public Purchaser shall be made or done without the prior approval of the Declarant or the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, screen, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done in respect of any lot or other property within the Properties without the prior written approval of the Declarant or Architectural Committee or any committee established by the Declarant or Architectural Committee. ...*

**Rule 3.24.1 General Architectural and Design Control**

The Association interprets CC&R Section 3.24 to mean that lot owners or their agents must notify the Architectural Committee prior to beginning any improvements, alterations, repairs, excavations, soil or percolation testing, or other work that in any way will alter the exterior appearance of any lot at time of purchase and receive approval from the Architectural Committee before beginning said work.

**Rule 3.24.1 Enforcement Procedures**

When the Architectural Committee (AC) determines that an owner or an owner’s agent has begun improvements, alterations, repairs, excavations, construction, or modifications on a Starlight Pines lot without prior notification and approval by the AC, the AC will enforce Rule 3.24.1 General Architectural and Design Control by following the steps in “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”

**Rule 3.24.2 Soil or Percolation Testing**

- a. The Association interprets CC&R 3.24.2 to mean that a lot owner must notify the Architectural Committee (AC) before beginning soil or percolation testing.
- b. The Association has determined that an Owner will have nine (6) months to complete soil or percolation testing and refill all test holes after notifying the AC.
- c. The AC will inspect the lot in six months to determine if the soil or percolation holes have been filled.
- d. If the holes have not been filled, the AC will determine that the lot is in noncompliance and notify the Owner.

**Rule 3.24.2 Soil or Percolation Testing Enforcement Procedures**

The Association will enforce Rule 3.24.2 Soil or Percolation Testing by following the steps in “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”

- a. The AC will inspect the lot:
  - i. When an Owner notifies AC that testing has been completed or
  - ii. When the six-month soil or percolation testing period has ended.

- b. If Owner has filled the test holes, the AC will thank Owner for prompt response and action.
- c. If Owner has not filled the test holes, the AC will
  - i. Send Owner a Noncompliance Letter,
  - ii. Give a copy to Community Manager for the Temporary File, and
  - iii. Notify Owner that AC will re-inspect the lot for compliance in 45 days.
- d. If Owner has still not filled the holes on the day of re-inspection, the AC will direct the Community Manager to
  - i. Send a Violation Fine Notice to Owner for the specified amount on the Fine Schedule,
  - ii. Include Board appeal information,
  - iii. Include copy of original Noncompliance Letter,
  - iv. Include list of contractors, and
  - v. Include date of next and final inspection in 45 days.
- e. If no response from Owner, the Association will abate the violation and bill Owner for costs.

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**Rule 3.24.3 Metal Constructed Outbuildings**

- a. The Association has interpreted CC&R Section 3.24.3 Metal Constructed Outbuildings to mean that no metal storage sheds, metal carports or any metal structures are to be used as outbuildings on the lots in Starlight Pines, because metal structures are not in suitable harmony with the surroundings.
- b. The Association has interpreted CC&R Section 3.24.3 Metal Constructed Outbuildings to mean that metal framed green houses and metal livestock corrals or livestock corral shelter roofs are exceptions to Rule 3.24.3.
- c. The Association has determined that the Architectural Committee must approve all outbuildings and outbuilding materials prior to construction.

**Rule 3.24.3 Metal Constructed Outbuildings Enforcement Procedures**

- a. If upon review of lots the Architectural Committee (AC) notices noncompliance or an Association Member files a Complaint, the AC will investigate, following the steps in “How Complaints Are Processed” and the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
- b. The AC will send a Noncompliance Letter to the offending Owner giving Owner 15 days to respond.
- c. If no response, the AC will authorize the Community Manager to send a Violation Fine Notice to the Owner for the amount specified on the Fine Schedule retroactive to the date of the Noncompliance Letter and with Board appeal information.

**Rule 3.24.4 Accessory Structures**

- a. The Association has defined CC&R 3.24.4 Accessory Structures to mean that no structure, including but not limited to tree houses in trees or on the ground, trampolines, swing sets secured to the ground, gazebos, green houses, fences, corrals, or any other detached structure permanently affixed to the ground shall not be permitted on any lot or property without written approval from the Architectural Committee.
- b. The Association has determined that accessory structures such as tree houses, gazebos and green houses, and sheds shall be constructed of new material and painted to match the house.
- c. The Association has determined that accessory structures must be shown on a site plan when submitted to the Architectural Committee for approval.
- d. The Association has determined that accessory structures shall only be erected on improved lots with established homes.

**Rule 3.24.4 Accessory Structures Enforcement Procedures**

- a. If upon review of lots the Architectural Committee (AC) notices noncompliance or an Association Member files a Complaint, the AC will investigate, following the steps in "How Complaints Are Processed" and the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule."
- b. The AC will send a Noncompliance Letter to the offending Owner giving Owner 15 days to respond.
- c. If no response, the AC will authorize the Community Manager to send a Violation Fine Notice to the Owner for the amount specified on the Fine Schedule retroactive to the date of the Noncompliance Letter and with Board appeal information.





## Starlight Pines Homeowners Association

2740 Arapaho Dr., Happy Jack, AZ 86024-8245

Phone: 928-477-2602 FAX: 928-477-2295 sphoa1216@tds.net

### How Complaints Are Processed

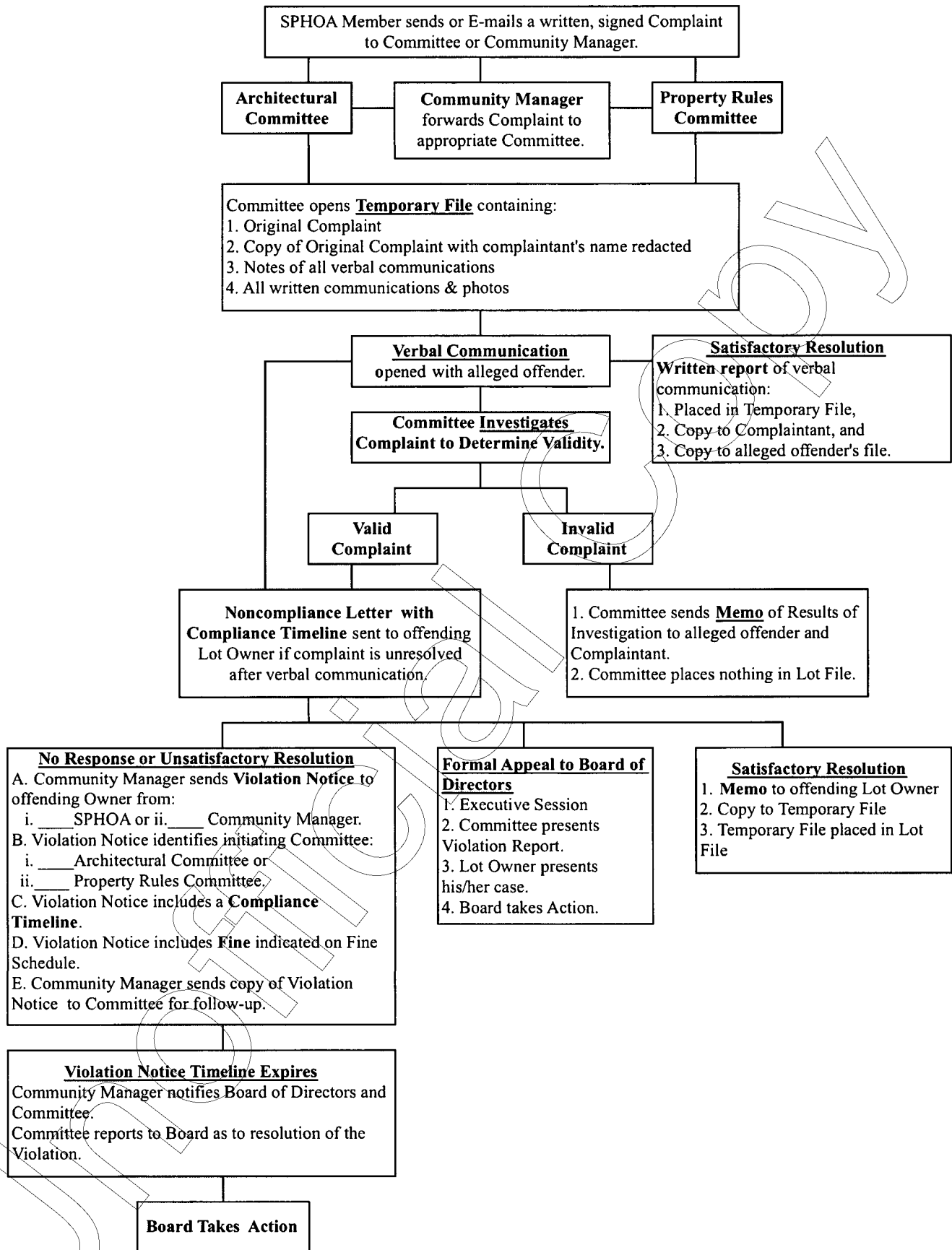
1. The Community Manager or the appropriate committee receives a signed, written complaint. E-mail is acceptable. The Community Manager forwards the complaint to the appropriate committee, i.e., Architectural Committee, Property Rules Committee.
2. The committee investigates the complaint. The committee maintains a **Temporary File** on the complaint until they have achieved a resolution or the offender is issued a **Violation Notice** at the committee's request. This file is to include the original complaint with complainant's name redacted, any and all communications, including memos of verbal communications, all written communication pertaining to the complaint, and photos, as required. At the time of resolution or issuance of a violation notice, the committee sends the Temporary File to the Community Manager for filing in the offender's Lot file.
3. At the discretion of the committee, the committee can open verbal communications with the alleged offender. If this results in a satisfactory resolution of the complaint, the committee places a written report of the verbal communications in the Temporary File. The committee also sends a copy of the written report to the complainant and the alleged offender's file. If the complaint is not valid, the committee writes a memo of the results of their investigation and sends it to the complainant and the alleged offender. Nothing is sent to the Community Manager to be placed in the files.

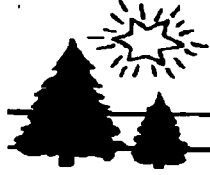
If the complaint is valid, and verbal communication cannot occur, or does not result in a resolution, the committee sends a **Noncompliance Letter** to the offending lot owner with **Timelines** for coming into compliance. If the noncompliance letter results in a satisfactory resolution of the matter, a memo to that effect will be issued to the offending lot owner and a copy will be placed in the Temporary File. The temporary file can now be sent to the Community Manager for filing in the offender's file.

4. For valid complaints, if the offending lot owner does not resolve the problem within timelines given in the Noncompliance Letter or makes no attempt to communicate with the committee, the committee directs the Community Manager to send a **Violation Notice** to the offending lot owner with **Timelines** for coming into compliance. The Violation Notice may include a **Violation Fine**, if one is listed on the "Committee Crosswalk, Enforcement Procedures, and Fine Schedule" The temporary file can now be sent to the Community Manager for filing in the offender's file.
  - A. The Violation Notice indicates the sender to be:
    - i. Starlight Pines Homeowners Association
    - ii. Community Manager, using the current Community Manager's name
  - B. The Violation Notice identifies which committee initiated the violation.
    - i. \_\_\_\_\_ Architectural Committee
    - ii. \_\_\_\_\_ Property Rules Committee

- C. The Violation Notice includes a Compliance Timeline.
- D. The Notice includes a **Violation Fine** if one is listed on the “Committee Crosswalk, Enforcement Procedures, and Fine Schedule.”
- E. A copy of the **Violation Notice and Fine** is also sent to the committee for their follow-up.
- F. The Community Manager notifies the Board of Directors and the appropriate committee when the Violation Notice Timeline has expired. The committee then reports to the Board as to the resolution of the matter. If the violation is not resolved within the timelines set by the Violation Notice and there is no challenge made by the offending lot owner, the Board of Directors takes appropriate action. If the matter is resolved, the committee sends a memo to that effect to the Board, who then forwards it to the Community Manager for filing in the offending Lot Owner’s file.
- G. If the Lot Owner in violation wishes to challenge the validity of the Violation Notice, the lot owner contacts the Community Manager in writing.
- H. The Community Manager arranges a formal meeting in executive session to include the Lot Owner, the Committee, and the Board of Directors. The Committee presents their report of the violation. The Lot Owner states his/her case.
- I. The Board of Directors will listen to both sides, ask questions for clarification, and take appropriate action.

**Flow Chart: How Complaints Are Processed**





# **Starlight Pines Homeowners Association**

## **Properties Rules**

### **FIREWISE AND HEALTHY FOREST PROGRAM FOR STARLIGHT PINES**

Approved by the SPhOA Board of Directors, January 14, 2006  
First Recorded with the Coconino County Recorder on September 7, 2006,  
Document No. 3401407

### ***Declaration of Covenants, Conditions, & Restrictions (CC&Rs)***

***Article IV, Section 4.3 The Properties Rules.*** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Properties Rules." The Properties Rules may restrict and govern the use of any area by any owner, by the family of such owner, or by any invitee, licensee or lessee of such owner; provided, however, that the Properties Rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws of the Association. A copy of the Properties Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may be recorded. Upon recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.



# Starlight Pines Homeowners Association

SPHOA  
HC31 • Box 1216  
Happy Jack, AZ 86024

Phone 928-477-2802  
Fax 928-477-2295

February 13, 2006

All Starlight Pines Property Owners

**Subject: FIREWISE AND HEALTHY FOREST PROGRAM FOR STARLIGHT PINES**

Dear Association Members:

At the January meeting of the Homeowner's Association, the policy for a FIREWISE AND HEALTHY FOREST PROGRAM FOR STARLIGHT PINES was unanimously approved by the Board of Directors. Preceding this approval, the policy was posted for all property owners to review. It was discussed at Study Sessions in October, November, and December 2005. All property owners were urged to be aware of this policy and to offer input. A legal opinion of this policy was obtained and found to be supported by the CC&Rs of the Association.

On the inside of this mailer you will find the following:

1. A History of Fire Safety Efforts in the Starlight Pines Community.
2. The FIREWISE AND HEALTHY FOREST PROGRAM FOR STARLIGHT PINES. This contains Requirements and Deadlines to be met by all Property Owners, and a schedule of fines that will occur for non-compliance.
3. Definitions and Guidelines for the Firewise and Healthy Forest Program.
4. A Lot Inspection Form for your individual lot with present condition and comments from members of the Fire Safety Education Committee.

As you should be aware, we are heading into a severe drought and wildfire season. **All of our properties are at risk.** We ask that you take time to read the attached material very carefully and thoughtfully. If you have any questions, please call a member of the Fire Safety Education Committee. They are there to help you with advice, names of contractors, and other available resources.

We are all in this drought and wildfire danger together. We know that we can count on your help and your compliance with this Policy.

Sincerely,

Perry Arnold, President  
Starlight Pines HOA Board of Directors

Fire Safety Education Committee:

Dave & Deon Anderson (477-3335), Steve Koch, Linda Liesch (477-3108),  
Susie Lutz (477-2044), Duane Swanson (477-2631), Paula Yeary (477-3052).

# HISTORY

## Fire Safety Education Committee History of Fire Safety Efforts in the Starlight Pines Community

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- 1998** State Land Dept. "SIPS" program initiated after the Forest Stewardship Plan for Starlight Pines was written. SIPS program was administered by Lou Hoover and was for thinning and chipping of participating lots, and also in the Greenbelts. Owners were rebated majority of the cost.
- 2001** Greenbelt Committee was formed for the purpose of cleaning up and thinning of the six miles of greenbelts in Starlight Pines.
- 2002** Rodeo-Chediski Fire burned almost 500,000 acres in the Rim area. Smoke visible for almost 3 weeks at SP. "Springer" fire - 6 mi. south of SP - -stopped at controlled burn area.
- Greenbelt clean up began with small West Greenbelt. Also, Starlight Pines Firehouse lot and adjacent lot owned by HOA was thinned and cleaned by small group of volunteers.
- 2002** Fire Safety Education Committee was formed with three members.
- 2003** April: the first Fire Safety Seminar for area property owners was held at the BRFD Sta. 2 at SP. Attendance was 172. Seminar was planned by FSEC. Speakers from BRFD, USFS, and Insurance.
- Primary area problems: bark-beetle infestation and drought.
- 2003** FSEC began "drive-around" checks of all property in SP. Letters were sent to owners of properties with obvious bark-beetle infestation, requesting removal of diseased trees. Follow-up letters were sent and enforcement procedure by Prop. Rules Comm. was approved by the HOA Board. FSEC had 6 members.
- 2004** April: the second Fire Safety Seminar was held at BRFD new Station 1. Attendance was 212. Speaker was Jim Paxon. Again, the seminar was planned by FSEC.
- 2004** June: The Blue Ridge Community Firewise Partnership (BRCFP) was organized. Volunteers are from 15 area subdivisions and advisors from the USFS and BRFD. FSEC has 3 members serving on the BRCFP. Primary purpose of this group is education of all property owners in the Greater Blue Ridge Area (2,500 lots). This is done through educational mailings (four completed as of 7/05).
- 2005** April: the third Fire Safety Seminar was held at BRFD Sta. 1 with approx. 130 in attendance. Speaker was Dep. Super. Coco. NF
- 2005** August: FLEP (Forest Land Enhancement Program), a grant program, in effect. Ten SP owners signed up.
- 2005** October: CC&Rs Policy Proposals re mandatory cleanup of lots.

**POLICY**

To: Starlight Pines Property Owners  
 From: Starlight Pines HOA Board of Directors  
 Date: 01-14-06  
 Subject: **FIREWISE AND HEALTHY FOREST PROGRAM FOR STARLIGHT PINES**

In order for any policy relating to Fire Safety in Starlight Pines to be effective, the wholehearted commitment of the Board of Directors of the Home Owners' Association and of all Property Owners is essential for the protection of the owners' safety and investments.

Preparation now is essential. When the crisis arrives, it is too late.

This Policy Proposal for a Firewise and Healthy Forest Program is based on Starlight Pines CC&R's:

**Sect. 3.8.1 Maintenance by Owner:**

Each Owner of a Lot within the Properties shall keep his Lot free of trash and other unsightly material.

**Sect. 3.9 and 11.4 Nuisances:**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Properties . . . unsightly . . . or DETRIMENTAL to any other property in the vicinity thereof or to its occupants. . . . The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

**Sect. 3.16 Disease and Insects:**

No owner shall permit any thing or condition to exist upon any property within the Properties which shall induce, breed, or harbor infectious plant diseases or noxious insect.

The following policy, as it relates to the above-mentioned CC&R's, is a requirement for all property owners of Starlight Pines.

**FIREWISE AND HEALTHY FOREST POLICY FOR STARLIGHT PINES PROPERTIES**

**Requirements:**

1. All dead-and-down trees and brush (laying on the ground) must be removed from all lots in the development for fuel reduction purposes. Minimal dead-and-down, for decorative or habitat purposes, will be allowed if placed away from live trees or structures. Firewood must be stored a minimum of 30 feet away from structures. Area around allowed dead and down and firewood must be clear of any receptive fuels.  
Deadline: January 1, 2007
2. All dead standing pine trees or pine trees dying from bark beetle infestation must be cut and removed from the property. One dead tree may be left for habitat if at a safe distance from structures.  
Deadline: January 1, 2007

# POLICY & PROCEDURES

3. All dead branches on remaining pine and juniper trees must be removed to 6 (six) feet from the ground, or to a maximum of 1/2 the height of the tree. Trees under 10 feet in height are exempted from this regulation. Live branches may be removed to that height in winter months (when the sap is down).  
Deadline: January 1, 2007
4. Thinning of remaining trees (especially pine trees) and brush must be done. All thinned material must be removed from property. Guidelines will be provided. Call the FSEC to schedule a walk of your lot with you.  
Deadline: January 1, 2008
5. Raking of property and trimming of tall dead grass should be done to remove a major source of forest floor fuel. At a minimum, a 30-foot area must be raked and trimmed around any structure, including propane tanks.  
Deadline: January 1, 2008
6. Ongoing maintenance of these requirements will be a necessary responsibility for all property owners.
7. If this policy has not been complied with and the property is sold, notice of non-compliance of known problems may result in money being withheld at closing to effect the clean-up.

## Procedure:

1. Visual pre-inspection of each lot will be made by FSEC, with a standard form filled out for each property.
2. Notification of condition of property as of March 2006, will be made by a separate mailing to owners in March, 2006. A deadline of January 1, 2007 will be set for compliance with the initial clean-up.
3. Upon request, members of the Fire Safety Education Committee will walk individual properties with the owners and explain clean-up necessary for owners to be in compliance.
4. Follow-up inspections will be made when property is reported to be cleaned, and all property will be re-inspected no later than January 1, 2007. Visual inspections of all property will be made periodically thereafter.
5. If the property owner is making a good effort to comply with the policy, but has not yet reached full compliance, an extension may be granted on an individual-request basis.
6. Non-compliance complaints will be forwarded to and handled by the Property Rules Committee. Violation fines will be levied by the board. After notice and an opportunity to be heard, the first fine shall be \$250.00 for failing to comply. Thereafter, a fine of \$100.00 shall be imposed for every month that the Owner is not in compliance.



# GUIDELINES

## Guidelines:

1. **Visit your property.** If you have not seen it in a while, you may be amazed at the need for creating a healthy lot.
2. **Count your trees!** You will be amazed how many hundreds of trees are on your property. Our climate may support 100 to 200 trees per acre (higher than the 50 per acre that were present before fire suppression became the "norm" in the forests). The number of healthy trees will be dependent on the level of moisture received each year.
3. **Thinning of trees is essential to help remaining trees survive.** Many lots have "dog hair" thickets of small trees which should be removed so that larger trees near them will be healthy. Leaving space between tree tops helps prevent crown fires. It also allows rain to reach the ground, providing moisture for the trees and grasses, and permits sunlight to encourage growth.
4. **Topography of property can increase your vulnerability to wildfire.** If your lot is on a slope, especially a south or southwest facing slope, you are in greater danger from wildfire.
5. **Raking of your lot removes dangerous fuel.** Many lots have 6 to 12 inches of needles piled up. In a wildfire, 4 to 6 inches of receptive fuels, including pine needles, leaves, and grasses will produce a flame height up to 8 feet or more. Ideally, you will want to rake your entire property to prevent this. Do this gradually, starting at structures and working out from there. Rake every Spring after the initial raking; allowing the one-year of needle-cast to remain on the ground through the winter provides insulation and nutrients during the cold weather.
6. **Contrary to some widely-held opinions, large amounts of needles do NOT help the ground to retain moisture.** Instead, they allow rain to flow across the top, preventing water from reaching the tree roots, which are surface feeders.
7. **Propane tanks should not be screened (per Coconino County).**
8. **Firewood, lumber, or other combustibles should not be stored under or on decks, but should be stored at least 30 feet from structures.**

# DEFINITIONS

## Definitions:

- FSEC** The Fire Safety Education Committee.
- BRFD** Blue Ridge Fire Department &  
**USFS** United State Forest Service:  
Advisory partners in striving for a Firewise & Healthy Forest
- SP** Starlight Pines

## Bark Beetles:

Opportunistic insects which kill pine trees during times of drought.

## Defensible Space:

The area around houses or structures, 30 to 50 feet in width, that can be defended against wildfire by prior preparation. This includes removal of all ground fuels, laddering and/or removal of trees, use of gravel or mowed grass around structures, low-combustion plantings, cleaned roofs and decks, etc.

## Receptive fuel bed:

Combustible materials occurring naturally in a forest setting that can provide fuel for a fire. This includes dead-and-down trees and branches, pine needles, dead leaves, firewood stacks, animal hair, etc. This material may be on the forest floor, on or under decks, on roofs, etc.

## Thinning of trees:

Cutting down and removing trees to reduce the number of trees in a given space.  
Reason: Our forest receives inadequate moisture to support the number of trees that are present. Trees compete for the available moisture, resulting in spindly and misshapen forms. Removal of excess trees makes possible increased growth and health in the remaining trees.

## Triage:

Process used by the Fire Department to prioritize which property can be saved during a wildfire. The Fire Dept. will not commit personnel or lives to attempt to save property that is clearly not salvageable.

## Firewise and Healthy Forest Program for Starlight Pines Lot Inspection Form

Date \_\_\_\_\_ Lot# \_\_\_\_\_ Street \_\_\_\_\_ Owner \_\_\_\_\_

**Requirements to be complete by January 1, 2007:**

1. All dead-and-down trees and brush (dead laying on the ground) must be removed from all lots in the development for fuel reduction purposes. Minimal dead & down, for decorative or habitat purposes, will be allowed if placed away from live trees or structures. Firewood must be stored a minimum of 30 feet away from structures. Area around allowed dead and down and firewood must be clear of any receptive fuels.

**Compliance**  
YES NO

YES  NO

Comments \_\_\_\_\_

YES NO

2. All dead standing pine trees or pine trees dying from bark beetle infestation must be cut and removed from the property. One dead tree may be left for habitat if a safe distance from structures.

YES  NO

Comments \_\_\_\_\_

YES NO

3. All dead branches on remaining pine & juniper trees must be removed to a height of 6 ft. from the ground, or to a maximum of 1/2 the height of the tree. Trees under 10 feet in height are exempted from this regulation. Live branches may be removed to that height in winter months ( when the sap is down ).

YES  NO

Comments \_\_\_\_\_

**Requirements to be completed by January 1, 2008:**

4. Thinning of remaining trees (especially pine trees) and brush must be done. All thinned material must be removed from property. Guidelines will be provided. Call the FSEC to schedule a walk of your lot with you.

YES NO

YES  NO

Comments \_\_\_\_\_

YES NO

5. Raking of property and trimming of tall dead grass should be done to remove a major source of forest floor fuel. At a minimum, a 30 foot area must be raked and trimmed around any structure, including propane tanks.

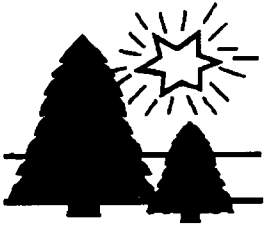
YES  NO

Comments \_\_\_\_\_

Please contact any member of the Fire Safety Education Committee to walk your lot with you or answer any questions you might have.

Signed (Committee Member) \_\_\_\_\_ Phone # \_\_\_\_\_

Printed name of member \_\_\_\_\_



**STARLIGHT PINES**

**Homeowners Association**

HC31 • Box 1216 • Happy Jack, AZ 86024

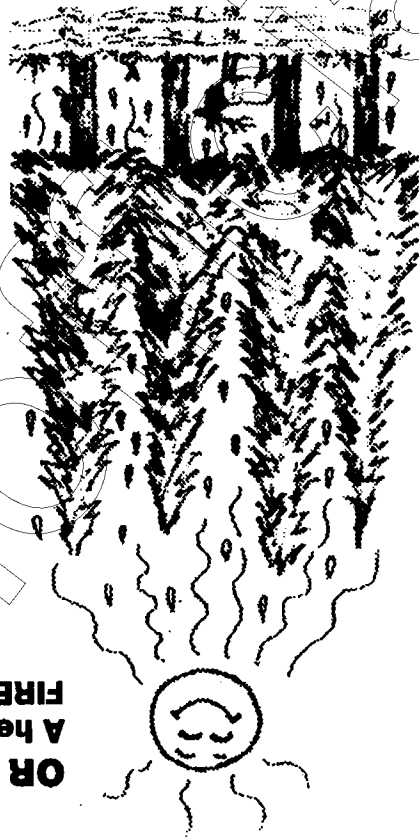
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**IMPORTANT  
POLICY  
INFORMATION  
ABOUT YOUR  
STARLIGHT PINES  
PROPERTY...**

***PLEASE READ AND SAVE***

---

Unofficial Copy



**OR THIS?**  
A healthy, vibrant,  
FIREWISE property.



**THIS?**  
A sick, choking,  
fire-prone property.



## **Starlight Pines Homeowners Association**

# **Architectural Committee Rules**

(Complete Office version with Homebuilders Guide, all Appendices, and  
Condensed CC&Rs Indexed Information Directory)

If these Architectural Committee Rules conflict in any way  
with the *Properties Rules*, then the *Properties Rules* will prevail.

### ***Declaration of Covenants, Conditions, & Restrictions (CC&Rs)***

***Article X, Section 10.8 Architectural Committee Rules.*** *The Architectural Committee may from time to time and in its sole and absolute discretion, adopt, amend, and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules." Said Rules shall interpret and implement the Properties Restrictions by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Properties.*

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SPHOA *Architectural Committee Rules*

Revisions approved by the Board of Directors on May 14, 2011; October 11, 2014; April 11, 2015; November 12, 2016.

Current version updated and approved by the Board of Directors on September 09, 2023

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## Starlight Pines Homeowners Association Architectural Committee Rules

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### **The Purpose of These Architectural Committee Rules**

The purpose of these Architectural Committee Rules is to promote development that will protect and/or enhance the property and aesthetic values of Starlight Pines. It is the responsibility of the property owner to fully familiarize themselves with all current Starlight Pines HOA CC&R's prior to undertaking any construction or alteration project that will alter the appearance of any lot in any way. Refer to "CC&R Condensed Index" at the end of this document. Compliance with the CC&R's and Architectural Rules will at all times remain the responsibility of the Owner. Should any conflict or discrepancy arise between the CC&R's and these Architectural Rules the CC&R's will prevail. All approvals, deviations, or assurances must be in writing and signed by members of the Architectural Committee (AC). Under no circumstances will verbal authorizations be accepted as final authority. Plan approvals by the AC do not relieve the Owner from complying with any Coconino County Ordinances or HOA CC&R's. Although unlikely, Starlight Pines HOA CC&R's grant authority to the AC to exceed Coconino County Requirements, but at no time will the AC have authority to accept less than minimum County Requirement. Authority for these rules is provided in the *Declaration of Covenants, Conditions, and Restrictions Article X, Section 10.8* as follows:

*Article X, Section 10.8 Architectural Committee Rules. The Architectural Committee may from time to time and in its sole and absolute discretion, adopt, amend, and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules." Said Rules shall interpret and implement the Properties Restrictions by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Properties.*

### **General Architectural and Design Control**

1. No improvements, or alterations, repairs, excavations or other work that in any way alters the exterior appearance of any lot will be made without the approval of the Architectural Committee.

### **Enforcement Procedures**

1. If an Association Member observes what he or she thinks is construction or a modification taking place on a Starlight Pines (SP) lot without Architectural Committee (AC) approval, the following steps will be performed.

1.1 The observing Member will contact the AC to confirm whether or not the observed construction or modification has been approved.

1.2 The AC will determine if a Coconino County Building Permit is required for the construction or modification and, if required, has been issued by the County.

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SPHOA *Architectural Committee Rules*

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1.3 If the appropriate AC approval has been given but no County permit has been issued, the AC Chair will contact the Coconino County Community Development Code Enforcement Officer to gather more information and/or make a written complaint to the County.

1.4 If the Proper AC approval has not been given and construction or a modification has started on the SP lot, the AC will enforce the General Architectural and Design Control Rule by following the steps in "How Complaints Are Processed" and the "Committee Responsibility Crosswalk, Enforcement Procedures, and Fine Schedule."

2. No building, fence, wall, screen, residence or other structure will be commenced, erected, maintained, improved, altered, made or done in respect of any lot or any property within Starlight Pines without the approval of the Architectural Committee.

3. The Architectural Committee has the right to approve or refuse any plans or specifications or grading plans and has the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property.

4. All subsequent additions to, changes or alterations in any building, fence, wall or other structure, including exterior color scheme, will be subject to the prior approval of the Architectural Committee along with the appropriate permits from Coconino County. Each Owner is responsible for reading and complying with the *Covenants, Conditions and Restrictions*.

#### **Preliminary Work**

Any preliminary work on a lot prior to the start of actual construction, such as removal of trees and undergrowth, and excavations will require approval of the Architectural Committee prior to the start of any such work.

#### **Preliminary Review of Architectural Plans and Specifications**

The lot Owner is not required to hold a preliminary meeting with the Architectural Committee; however, the Architectural Committee is available to have a preliminary meeting, and it may save the lot Owner the expense of making a change to the plans to comply with the Architectural Committee Rules. A preliminary meeting will allow input by the Architectural Committee prior to the commencement of the final plans; thereby saving time and expense for the lot Owner.



### **Submission of Plans Requiring County Building Permit(s)**

The final plans (SP Member is responsible for meeting County Building/Environmental specifications) submitted to the Architectural Committee must include the following elements.

1. **Plot Plans** –A digital .pdf file of the plot plan, meeting County requirements, will be submitted to the Architectural Committee for approval prior to submission to Coconino County. These plot plans will be stamped after review by the Architectural Committee and a copy will be returned to the lot Owner/designee for corrections and resubmission to AC if disapproved or to reference during construction if approved. The plot plan will show all trees over four (4) inches in diameter that will be removed to facilitate construction. The lot boundaries and exterior dimensions for the proposed dwelling must be illustrated to scale in a manner as to facilitate review of the plot plan.
2. **Construction Plans** –A digital .pdf file of the final construction plans will be submitted to the Architectural Committee for approval prior to submission to Coconino County. These plans will be stamped after review by the Architectural Committee and a copy will be returned to the lot Owner/designee for corrections and resubmission to AC if disapproved or to reference during construction if approved. The Construction Plans must include schedules of exterior construction materials to be used, paint and stain colors, and roofing material for Architectural Committee approval. Digital images or .pdf files reflecting all proposed exterior colors & materials including roofing shall be included with the digital plan submittal. Acceptable color guidelines are available through the Architectural Committee to assist you in your selections.
3. **Review Plan Fees, Construction Deposit, Cleaning/Damage Deposit and Fines**
  - a. **For a new construction (house)**
    - i. A non-refundable plan review / processing fee of \$50 will be presented along with each submission of any set of plans for review by the Architectural Committee. The plan review fee will apply to site plans, construction plans, material schedules and any re-submission of plans and schedules for any reason. To keep the plan review fees at a minimum it is recommended that all construction plans and schedules required for a County Building Permit be submitted for review at one time.
    - ii. The Owner will submit a Construction Deposit of \$500 along with the construction plans. All phases of the exterior construction must be completed, and the construction site returned to a normal condition within sixteen (16) months of the issue date of the County Building Permit. The Owner may request return of the Exterior Construction Deposit following certification of exterior completion by the Architectural Committee. The Exterior Construction Deposit of \$500 will be considered forfeited by the Owner if AC certification of Exterior Completion is not granted at the end of the sixteen (16) month period following the Permit issue date. Copies of all County Issued Construction permits must be delivered to and remain on file with the HOA office prior to start of construction. Fines will be assessed monthly at the beginning of the 18<sup>th</sup>

month following the County permit issuance date and continue until all exterior work has been completed and approved by the AC.

iii. The Owner will submit a Cleaning and Damage Deposit of \$500 along with the construction plans. All phases including the Interior Construction must be 100% completed within thirty-six (36) months of the issue date of the County Building Permit. The Owner may request a refund of the Cleaning and Damage Deposit upon presentation to the Architectural committee of the finalized Permit and Certificate of Occupancy from the County. The Cleaning/Damage Deposit will be considered forfeited by the Owner if a copy of the finalized Permit and Certificate of Occupancy is not presented to the AC within the thirty-six (36) month period following the County Permit issue date. Fines will be assessed monthly at the beginning of the 38<sup>th</sup> month following the County issuance of a building permit and will continue until the County issues a full Certificate of Occupancy and the AC has made their final inspection of the overall project.

**b. Outside Construction Addition Projects Requiring a County Building Permit.**

i. A non-refundable plan review / processing fee of \$50 will be presented along with each submission of any set of plans for review by the Architectural Committee. The plan review fee will apply to site plans, construction plans, material schedules and any re-submission of plans and schedules for any reason. To keep the plan review fees at a minimum it is recommended that all construction plans and schedules required for a County Building Permit be submitted for review at one time.

ii. The Owner will submit a Construction Deposit of \$500 along with the construction plans. All phases of construction must be completed, and the construction site returned to a normal condition within twelve (12) months of the issue date of the County Building Permit. The Construction Deposit of \$500 will be considered forfeited by the Owner if the County has not finalized the permit and issued a Certificate of Completion and AC certification of the project completion is not granted at the end of the twelve (12) month period following the Permit issue date. Copies of all County Issued Construction permits must be delivered to and remain on file with the HOA office prior to start of construction.

iii. The Owner will submit a Cleaning and Damage Deposit of \$500 to the Architectural Committee with the required plans. Outside Construction Addition Project Cleaning and Damage Deposit will be considered forfeited by the Owner if a finalized Permit and Certificate of Completion from the County is not presented to the AC and the AC does not issue a certificate of completion after twelve (12) months following County Permit date of issue. Copies of all County Issued Permits must remain on file at the HOA office. Fines will be assessed monthly at the beginning of the 14<sup>th</sup> month following the County issuance of a building permit and will continue until the County issues a full Certificate of Completion and the AC has made their final inspection of the overall project.

**c. Additional Outside Construction or Improvement Projects NOT Requiring a County Permit**

i. A non-refundable plan review / processing fee of \$50 will be presented along with each submission of any set of plans for review by the Architectural Committee. The plan review fee

will apply to site plans, construction plans, material schedules and any re-submission of plans and schedules for any reason.

ii. The Owner will submit a Cleaning and Damage Deposit of \$250.00 to the Architectural Committee with the required plans. The Cleaning and Damage Deposit of \$250.00 will be considered forfeited by the Owner if AC certification of Project Completion is not granted at the end of the six (6) month period following the AC application approval date. To avoid forfeiture of the Cleaning and Damage Deposit it is recommended that the owner not submit a project not requiring a County Permit to the AC until ready to proceed with the project. Fines will be assessed monthly at the beginning of the 8<sup>th</sup> month following AC approval of the Change Request Application and will continue until the project is completed and the AC has made their final inspection and approval.

d. **All Cleaning and Damage Deposits shall be placed in a separate Community Trust Account** for the benefit of the Starlight Pines Homeowners Association and are subject to being returned in full, upon request, after the Architectural Committee inspection of the improvements on the lot. The AC inspection includes lot inspection of construction debris and the improvements as indicated in the "Architectural Change Request" application that was approved. See **REFUND OF CLEANUP AND DAMAGE DEPOSIT in APPENDIX A**. Partial refunds will not be issued.

e. **Before construction work is started** the lot Owner(s) may be required to provide the lot with a "roll-off" for construction debris and/or appropriate facilities for sanitary use. Requirements will be defined on the "Architectural Change Request" form.

4. **Fines** – Should any Construction or Cleaning/Damage deposit be forfeited by the owner; fines will be assessed and continue to accrue in accordance with the SPHOA Committee Crosswalk until such time as any and all issues identified by the Architectural Committee as being non-compliant with these rules are resolved to the satisfaction of the Committee and final sign offs are presented to the community manager. Owners are encouraged to heed all deadlines and encourage any contractor engaged in the construction process to complete all phases of construction within the timelines described above.

5. **Access** – Prior to use or improvement to the lot, the Architectural Committee will approve access to the lot and driveways.

### **Approval of Plans**

After review of the plans submitted by the lot Owner/designee, a minimum of two (2) members of the Architectural Committee will either approve the plans submitted or request such changes as may be necessary to assure the proposed building is in conformance with the architectural standards for Starlight Pines and in compliance with the deed restrictions for Starlight Pines. The Architectural Committee decision will be made within thirty (30) days after receipt of the

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complete package including completed Architectural Change Request form & applicable deposits paid.

All pages, of all Plans, must be stamped and signed by two Architectural Committee Members before the plans will be considered approved.

**Copy of Permit Sign-off Card**

Owner/Designee must provide a copy of the County issued Permit Sign-Off card to the HOA office before construction begins. A current and valid copy of all County Building Permits must remain on file at the HOA office during all phases of construction.

Current and Valid County Building Permits must be prominently displayed on the construction site at all times in accordance with Coconino County Ordinances.

**Variations and/or Deviations**

Once plans and specifications have been approved by the Architectural Committee, any design modifications require re-submission to Coconino County must first be approved by the Architectural Committee prior to proceeding with design modification construction. The Architectural Committee will take steps necessary to issue a violation notice and cause to be corrected any construction where a deviation has occurred without formal approval by the Architectural Committee.

**Revisions to the External Appearance of a Lot**

Any change to the appearance of a lot must have the approval of the Architectural Committee prior to the start of such work. This includes, but is not limited to, such items as the painting of the exterior of a building that will change the color, the removal of trees, the paving of driveways, decks, fences, wood storage sheds, room and/or garage additions, etc.



## **Starlight Pines Homebuilders Guide**

### **Prepared by the SPHOA Architectural Committee**

This Home Builders Guide has been prepared as a summary of the related SPHOA CC&R's to help the homebuilder comply with the *Declaration of Covenants, Conditions, and Restrictions* (CC&Rs) when building a home in Starlight Pines. This Guide is also an aid to the Starlight Pines homeowner in maintaining his property as might be required by the CC&Rs. Some aspects of the CC&Rs are mentioned here to assist you in your building and maintenance efforts.

The following are not to be used in lieu of the CC&Rs. They are a partial and brief listing of those items in the CC&Rs that are intended to uphold the property and aesthetic values of Starlight Pines.

### **3.1 Single-Family Residential Use**

- 3.1.1** No business activity of any kind whatsoever shall be conducted on property in Starlight Pines.
- 3.1.2** All buildings and structures including sheds will be of new construction.
- 3.1.3** Only one (1) single-family residential structure per lot is permitted.
- 3.1.4** All single-family residential structures will have a ground floor area of at least 750 square feet of living area.
- 3.1.5** No single-family residence will be used for a hospital, sanitarium, lodging or entertainment whether for hire or charitable purposes of persons suffering from injury, ill health, or disease.
- 3.1.6** No part of a dwelling will be used for the lodging of paying guests.

### **3.2 Elevated Tanks and Chain Link Fences**

- 3.2.1** No elevated tanks are permitted.
- 3.2.2** Propane tanks should be screened per Coconino County & Firewise requirements or painted to blend with the natural environment. Brown tones are preferred.
- 3.2.3** Four wire fence; 2"x4" welded or woven wire (no climb type) fence, or chain link fencing is only allowed to protect fruit and/or vegetable gardens and/or tender landscape plants. Fence posts, rails & chain link fabric are to be painted brown or green. Smaller gauge wire fabric other than chain link can remain unpainted.
- 3.2.4** Horse corrals will be constructed of round metal posts with four (4), round metal rails to a height of sixty (60) inches & may not be placed closer than 6'-0" to a property line.

### **3.3 Perimeter Fences and "For Sale," "For Rent," and "For Lease" Signs**

- 3.3.1** Perimeter fences must not exceed three (3) feet in height and must be constructed of natural materials.
- 3.3.2** In accordance with A.R.S. §33-1808, the Association shall not prohibit a member from placing a commercially produced "For Sale," "For Lease," or "For Rent" sign and sign rider on his property that are in conformance with the industry standard and do not exceed eighteen (18) by twenty-four (24) inches and six (6) by twenty-four (24) inches respectively for a total of four (4) square feet.

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**3.3.3** In accordance with A.R.S. §33-1808, the Architectural Committee shall approve “For Sale,” “For Rent,” and “For Lease” signs that are not commercially produced.

**3.4 Changes to Approved Plans and Construction Completion Timelines**

**3.4.1** No changes to plans that are approved by the Architectural Committee will be made without prior written approval of the Architectural Committee.

**3.4.2** Construction will be completed within the allotted time after the start date unless an extension is granted.

**3.4.2.1 Residence:**

a. Completion of exterior to be within sixteen (16) months.

b. Completion of both exterior and interior to be within three (3) years

**3.4.2.2 Outbuildings, Additions and Miscellaneous.**

a. Projects requiring a County Permit. Completion within one (1) year of permit issuance.

b. Projects not requiring a County Permit. Completion within six (6) months of application.

**3.5 Driveways**

**3.5.1** Prior to any use or improvement of a Lot, the Architectural Committee will approve the location and access of driveways.

**3.5.2** All driveways will be surfaced or paved.

**3.6 Temporary Occupancy**

No temporary building or structure shall be maintained on any lot.

**3.7 Trailers and Mobile Vehicles**

No mobile home, bus motor home, truck larger than 3/4 ton, trailer of any kind, mini bike, all-terrain vehicles, (ATV’s), utility terrain vehicles (UTV’s), truck camper, or permanent tent or similar structure will be kept, placed, maintained, constructed, reconstructed or repaired on any lot or street within Starlight Pines in such a manner as will be visible from neighboring property without approval of the Architectural Committee.

**3.8 Maintenance of Lawn and Plantings**

**3.8.1 By Owner**

**3.8.1.1** Lots will be kept free of trash and other unsightly material.

**3.8.1.2** Due to the continuing drought, the Architectural Committee, working with the Firewise Education Committee, is giving consent to property owners to thin trees of all sizes as necessary in order to create a Firewise and Healthy Forest Environment in Starlight Pines. This by no means allows for clear-cutting a lot. (Refer to the Starlight Pines Firewise and Healthy Forest Policy approved by the Association Board of Directors on January 14, 2006).

**3.8.2 By the Homeowners Association**

No owner shall interfere with plantings placed on easements or greenbelts without first obtaining the written approval of the Starlight Pines Homeowners Association Board of Directors or the Architectural Committee.

**3.9 Nuisances**

**3.9.1** No nuisance shall be permitted to exist or operate upon any property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

**3.9.2** Unused or leftover construction materials placed or permitted to accumulate on a Starlight Pines Lot before, during or after construction has been completed shall be considered a nuisance. Project sites should be maintained in an organized manner. Tarps used for protecting materials on site should be brown, dark green or dark green camouflage as to not stand out or be offensive to neighbors in the community.

**3.9.3** The Association's Board of Directors shall delegate the authority to determine the existence of construction-related nuisances to the Architectural Committee.

**3.9.4** The Association's Board of Directors shall determine the existence of all other nuisances that are not related to construction.

### **3.10 Repair of Buildings**

No building shall fall into disrepair; all buildings and structures shall be kept in good condition and repair and adequately painted or finished.

### **3.11 Trash Containers and Collection**

**3.11.1** All trash or garbage must be kept in a covered container approved by the Architectural Committee.

**3.11.2** Trash may not be burned at any time.

**3.11.3** Trash containers must not be visible from neighboring properties.

**3.11.4** Trash shall not accumulate on a lot.

### **3.11.1 Fires**

**3.11.1.1** No outside fires of any kind are permitted at any time with the sole exception of cooking food.

**3.11.1.2** For cooking purposes, outside fires must be confined to a barbecue type container with a grate over the heat source to place food on for cooking, either built in or freestanding and not directly on the ground.

### **3.12 Clothes Drying Facilities**

Clothes lines are permitted but must be:

**3.12.1** More than twenty (20) feet from the property line and concealed,

**3.12.2** Not visible from neighboring property, and

**3.12.3** Approved by the Architectural Committee.

### **3.13 Right of Way**

During reasonable hours, any member of the Architectural Committee or any authorized representative thereof, or any member of the Association's Board of Directors or any authorized representative thereof shall have the right to enter upon and inspect any property within the Properties during course of construction or improvements thereon, for the purpose of ascertaining determining whether or not said construction or improvements are in compliance with the provisions of the Starlight Pines CC&Rs, and such persons shall not be deemed guilty of trespassing by reason of such entry.

**3.14 See Property Rule 3.14 Mineral Exploration**

**3.15 Machinery and Equipment**

**3.15.1** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property within the Properties except such machinery or equipment as is usual and customary in connection with the use in construction of the residence or other improvements and except that which the Association may require for the operation and maintenance of the Properties.

**3.15.2** Machinery or equipment that is not being used in connection with the construction or improvement of a residence or common property shall be placed inside an enclosed building.

**3.16 See Property Rule 3.16 Disease and Insects**

**3.17 Restrictions on Further Subdivision**

Lots may not be subdivided or separated into smaller lots or parcels by the owner. Originally platted lots may be combined to create larger parcels. Reversal of any lot combination will require HOA approval prior to again dividing once recorded combined lots back to their originally plated configuration. Any improvements made on vacant lots while combined with an improved lot having a single-family home on it, will be required to be removed prior to approval of restoration and lot tie reversal to the original plated lot configuration.

**3.18 Signs**

No sign or billboard that is visible from a neighboring lot shall be permitted without a permit from the Coconino County Building Department with the exception of:

**3.18.1** Signs required by legal proceedings,

**3.18.2** Residential identification signs no larger than seventy-two (72) square inches,

**3.18.3** Construction signs of an area not larger than three square feet and approved by the Architectural Committee,

**3.18.4** Commercially produced "For Sale," "For Rent," or "For Lease" signs of an area not larger than a total of four (4) square feet pursuant to A.R.S. §33-1808 and AC Rule 3.3,

**3.18.5** Cautionary signs per A.R.S. §33-1808, and

**3.18.6** Political signs displayed by an Association Member on the Member's property seventy-one (71) days before and three (3) days after an election per A.R.S. §33-1808.

**3.21 Construction Project Completion Duration, Cleaning and Damage Deposit; Plan Review Fee. (Refer to Section 3 of the AC rules for all current fees and schedules)**

**3.21.1** A non-refundable Plan Review Fee of \$50 will be required before the Architectural Committee reviews & signs off on plans.

**3.21.2** A refundable "New Construction Building Completion" deposit of \$500, and an additional refundable "Cleaning and Damage Deposit" of \$500 shall be required from each lot Owner at the time of plan approval to ensure that construction is completed in a timely and workmanlike manner.

**3.21.3** Each lot Owner shall submit an additional refundable \$500 Deposit for each improvement requiring a Coconino County Building Permit.

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**3.21.4** Each lot Owner shall submit an Additional \$250 refundable Deposit for each new outbuilding or lot modification that does not require a Coconino County Building Permit.

**3.21.5** All refundable Deposits shall be placed in a separate Trust Account for the benefit of the Starlight Pines Homeowners Association and are subject to being returned in full or in part upon request after the Architectural Committee grants final approval of the completion of improvements on the lot.

**3.22 See Property Rule 3.22 Animals**

**3.23 Antennas (for both reception and transmission)**

Any antenna installation requires Architectural Committee approval before installation is made.

**3.24 Improvements and Alterations**

**3.24.1** No improvements, or alterations, repairs, excavation or other work that in any way alters the exterior appearance of any lot will be made without the approval of the Architectural Committee.

**3.24.2** No building, fence, wall, screen, residence or other structure will be commenced, erected, maintained, improved, altered, made or done in respect of any lot or any property within Starlight Pines without the approval of the Architectural Committee.

**3.24.3** The Architectural Committee has the right to approve or refuse any plans or specifications or grading plans and has the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

**3.24.4** All subsequent additions to, changes or alterations in any building, fence, wall or other structure, including exterior color scheme, will be subject to the prior approval of the Architectural Committee along with the appropriate permits from Coconino County. Each Owner is responsible for reading and complying with the *Starlight Pines Declaration of Covenants, Conditions and Restrictions*.



**Starlight Pines Homeowners Association  
Architectural Committee**

2740 Arapaho Dr., Happy Jack, AZ 86024-8245  
Phone: 928-477-2602 FAX: 928-477-2295 sphoa1216@tds.net

**APPENDIX A  
REFUND OF CLEANUP AND DAMAGE DEPOSIT REQUIREMENTS**

Upon written request by the owner with a compliance statement included, maximum allowable timeframes notwithstanding, the deposit will be returned in full subject to the stated refund schedule when the following have been demonstrated and accomplished. Partial deposit refunds will not be issued.

1. The lot has been cleared of all waste and excess construction materials and debris and temporary facilities, contractor signs, storage trailers, etc.
2. Driveways (surfaced) and culverts, as required, completed and in good condition.
3. Copy of the County signed off (finalized) inspection record card delivered to the AC.
4. Discarded foliage and any downed trees have been cut and stacked or removed from the site.
5. All exposed metal has been stained or painted to blend with the rest of the dwelling.
6. All excess earth and rock piles have been removed from the construction site, and the terrain restored to a natural appearance, including soil testing, percolation hole testing, leach lines, etc. This must include any excavations into the area of the right of way or utility easement. New grades will not alter surface water runoff to the detriment of adjacent properties or improvements.
7. Any damage to the surrounding property and roads has been repaired to the satisfaction of the Architectural Committee.
8. No deviations from the Property Rules or Architectural Committee Rules have occurred.
9. Construction and improvements are in conformance with the approved construction plans.



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**APPENDIX B**

**Part I  
Deposit/Fee Received**

Date \_\_\_\_\_ Amount Received \_\_\_\_\_ Check No./Cash \_\_\_\_\_  
 Lot No. \_\_\_\_\_ Situs Address \_\_\_\_\_  
 Lot Owner \_\_\_\_\_ Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 County Permit Issuance Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Type of Deposit/Fee Received**

- \$500 Construction Deposit
- \$500 Cleaning & Damage Deposit
- \$250 Addition/Lot Modification Cleaning/Damage Deposit (not requiring a County Permit)
- \$50 Non-refundable Review/Processing Fee

Check # \_\_\_\_\_ Date \_\_\_\_\_ Initial Received \_\_\_\_\_

**Part II**

**Owner's Request for Deposit Refund  
Compliance Statement (CC&R Sections 3.4 & 3.21)**

(To be completed by Lot Owner/Owner's Agent and Architectural Committee)

I (Name of Owner), \_\_\_\_\_, request the refund of my Deposit in the amount of \$ \_\_\_\_\_ and warrant that in accordance with the *CC&Rs (Covenants, Conditions & Restrictions)* my Agents or I have completed all requirements. I request an inspection by the required minimum of two (2) Architectural Committee members.

\_\_\_\_\_  
Lot Owner \_\_\_\_\_  
Date

\_\_\_\_\_  
Architectural Committee Member Inspector \_\_\_\_\_  
Date

\_\_\_\_\_  
Architectural Committee Member Inspector \_\_\_\_\_  
Date

Refund Approved in the amount of \$ \_\_\_\_\_ for the following reasons: \_\_\_\_\_

Refund Refused for the following reasons: \_\_\_\_\_

**SPHOA Architectural Committee Rules**

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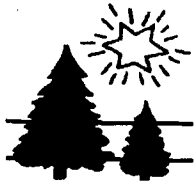
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# Starlight Pines Homeowners Association

## Architectural Committee

2740 Arapaho Dr., Happy Jack, AZ 86024-8245

Phone: 928-477-2602 FAX: 928-477-2295 sphoa1216@tds.net



### APPENDIX C

## Architectural Change Request Application Form

<Owner's Name:>

<Lot Number:>

<Property Address:>

<Owner's Mailing Address:>

<City:>

<State:>

<Zip:>

Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_

Cell \_\_\_\_\_ Pager \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**\*\*DO NOT WRITE IN THIS BOX\*\***

Date Received: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Disapproved: \_\_\_\_\_

Remarks & Initials: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that:

1. All Regular Annual Assessments are current for this property.
2. The applicant is the Owner of the Property and assumes all responsibility for approval.
3. All requested information for the project will be supplied to the Architectural Committee, and no work will commence until the Architectural Committee has issued written approval.

Give full details or purpose and/or reason, type, color, size or improvement and materials, location, etc. Provide building plans, a site plan or hand sketch and/or pictures and/or samples as necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Date of Project Completion: \_\_\_\_\_

Homeowner's Signature \_\_\_\_\_

\_\_\_\_\_ Date

Community Manager or Architectural Committee Member's Signature \_\_\_\_\_

\_\_\_\_\_ Date

(Continued)

SPHOA *Architectural Committee Rules*

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**Architectural Change Request Application Form, continued**

Architectural Change Request Application will be reviewed within thirty (30) days.

The Architectural Change Request Application for Lot Number \_\_\_\_\_ has been:

Approved       Disapproved (See reasons below.)       Approved with the following stipulations.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As the owner of this property, I accept the responsibility to adhere to all County, State, and/or Federal requirements for my project. I agree to obtain building permits, licenses, and/or other requirements of any agency governing my property if I have received the approval of the Board of Directors. I will make sure the AC has a copy of all permits and/or licenses for the lot file that is maintained in the SPHOA business office. I will also display any and all required documents on the exterior of the building during construction and through completion.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Disapproved for the following reason(s):

- Architectural change does not meet the need or requirements of the Starlight Pines CC&Rs, the SPHOA Architectural Committee, or the SPHOA Property Rules.
- This request is declined because it may pose a possible threat to well-being and/or safety.
- The request lacks information to render a favorable decision.
- More information is requested regarding: \_\_\_\_\_  
Please re-submit your request within \_\_\_\_\_ days.
- The request may threaten the structure of the property.
- Other objection: \_\_\_\_\_

\_\_\_\_\_  
Architectural Committee Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Architectural Committee Member's Signature

\_\_\_\_\_  
Date

Architectural Change Request Application, End Page 2 of 2

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Architectural Committee**

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**APPENDIX D**

**Letter of Noncompliance with the CC&Rs**

<Date>

<Name(s)>

Owner(s) of Starlight Pines Lot No. \_\_\_\_\_

<Address>

<City> <State> <Zip>

Dear

The Starlight Pines Homeowners Association is dedicated to maintaining the quality of life and the environment of our community and to ensuring the successful future of Starlight Pines by upholding the CC&Rs. Property owners want to maintain the value of their properties in Starlight Pines and expect the CC&Rs to be upheld.

The Architectural Committee has determined that the above-referenced lot is not in compliance with CC&R Section(s): \_\_\_\_\_ for the following reason(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you need assistance to resolve this matter, please contact a member of the Architectural Committee listed below in writing, within \_\_\_\_\_ days from the date of this notice.

Your full cooperation and support to maintain the present and future beauty of Starlight Pines is appreciated.

Sincerely,

Architectural Committee Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**APPENDIX E**

**CC&R Violation Notice**

<Date>

<Name(s)>

Owner(s) of Starlight Pines Lot No. \_\_\_\_\_

<Address>

<City> <State> <Zip>

Dear

The Starlight Pines Homeowners Association is dedicated to maintaining the quality of life and the environment of our community and to ensuring the successful future of Starlight Pines by upholding the CC&Rs. Property owners want to maintain the value of their properties in Starlight Pines and expect the CC&Rs to be upheld.

The Architectural Committee has determined that the above-referenced lot is in Violation of CC&R Section(s): \_\_\_\_\_ for the following reason(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A Violation Fine in the amount of \_\_\_\_\_ has been charged to your account.

If you need assistance to resolve this matter or wish to appeal this Violation at the next Board of Directors meeting in Executive Session, please contact me.

Your full cooperation and support to maintain the present and future beauty of Starlight Pines is appreciated.

Sincerely,

\_\_\_\_\_  
Community Manager

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## Starlight Pines Homeowners Association

### Architectural Committee

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### Condensed CC&Rs Indexed Information Directory

Starlight Pines Homeowners Association wishes to acquaint you with CC&R Article III Land Use Classification, Permitted Uses, and Restrictions of the CC&Rs in the form of an index to assist you in locating various rules and regulations.

Please refer to your CC&Rs for more detailed information on each topic.

#### CC&Rs, Article III

##### Section 3.1 Permitted Uses & Restrictions

- One private single-family residence per lot
- No additional separated residential buildings on lots
- New construction only
- No re-located structures
- No structure less than 750 sq. foot on ground floor
- No business activity
- No hospital or sanitarium
- No lodging or entertainment
- No paying guests

##### Section 3.2 Elevated Tanks

- No elevated tanks
- Propane tanks screened per County & SP Firewise Policy or painted.
- No chain link fences except gardens
- Horse corrals

##### Section 3.3 Perimeter Fencing, "For Sale"

- signs
- Lot perimeter fencing
- "For Sale" Signs

##### Section 3.4 Plan Changes, Timelines

- Building plan deviations
- (16) months exterior completed.
- Three (3) years exterior & interior completed.
- One (1) year outbuildings & additions completed.

##### Section 3.5 Driveways

- Driveways surfaced or paved
- Approval of driveway access location
- No on-site driveway materials

##### Section 3.6 Temporary Occupancy

- No temporary occupancy of a building or structure

##### Section 3.7 Trailers & Motor Vehicles

- No trailers, motor vehicles, recreational vehicles, mobile homes, bus homes, over 3/4 ton trucks, minibikes, ATVs, UTVs, truck campers, tents (camping) or similar structures

##### Section 3.8 Maintenance of lawns & plantings

- Trash or unsightly material
- Firewise tree-thinning guidelines
- Removal or interference of any plants placed by SPHOA

##### Section 3.9 Nuisances

- No rubbish, debris, including construction debris, odors, speakers, horns, whistles, or bells
- General nuisance offensive or detrimental to occupants of property in the vicinity

##### Section 3.10 Repair of Buildings

- Buildings or structures must be repaired and in good condition.

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#### SPHOA Architectural Committee Rules

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**Section 3.11 Trash Containers & Collection**

Garbage & trash accumulation

Incinerators

Unacceptable containers

Buried garbage-trash

**Section 3.11.1 Fires**

No fires except in barbecue type containers with cooking grate, not on the ground.

**Section 3.12 Clothes Drying Facilities**

Clothesline location & visibility requires AC approval

**Section 3.13 Right of Way**

Authorized SPHOA person inspecting a property during construction is not trespassing.

**Section 3.14 Mineral Exploration**

No exploration or removal of earth substances

**Section 3.15 Machinery & Equipment**

Machinery or equipment placed & operated during construction or maintenance & at all other times

**Section 3.16 Disease and Insects**

Infectious plant diseases & noxious insects

**Section 3.17 Further Subdividing, Renting**

Further subdivision/separation of Lots  
Easement or interests conveyed or transferred only with Board approval  
Portion of lot, rental

**Section 3.18 Signs**

County sign permit

Construction sign size, 3 sq. feet; AC approval

Residential identification signs

For Sale, For Rent, & For Lease signs

Cautionary signs

Political signs

**Section 3.21 Cleaning & Damage Deposit**

Non-Refundable Plan Review Fee \$50.

Refundable Cleaning, damage, project completion deposit - \$500

Refundable Improvement with County Permit Deposit - \$500

Refundable Improvement without County Permit Deposit - \$250

**Section 3.22 Animals**

Number of domestic pets & horses per lot  
No commercial purposes

**Section 3.23 Antennas**

AC must approve all outdoor devices for transmission or reception of television or radio

**Section 3.24 General Architectural & Design Control**

No alteration of lot's appearance from status at time of purchase without Architectural Committee approval.

**Section 3.25 Fire District**

Blue Ridge Fire District

**Section 3.26 Water Utility Company**

Starlight Water Company

**Section 3.27 Starlight Pines Roads**

Maintained by Coconino County

Your full cooperation and support to maintain the present and future beauty of Starlight Pines is appreciated.