

When recorded Return to:

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

**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 A copy of the Properties Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may be recorded.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**

	Page
Rule 3.1 Permitted Uses and Restrictions—Single Family	4
Rule 3.1.1 Definition of Business Activity	4-5
Rule 3.1.2 Hospitals or Sanitariums	5
Rule 3.1.3 Inn, Short-Term Rental or Bed and Breakfast Facility	5
Rule 3.3 “For Sale,” “For Rent,” and “For Lease” Signs	6
Rule 3.6 Temporary Occupancy	6-7
Enforcement Procedures	7
Rule 3.7 Trailers and Motor Vehicles	7-8
Rule 3.7.1 Storage on Lots During Construction	8
Enforcement Procedures	8
Rule 3.7.2 Recreational Vehicles as Storage or Temporary Housing during Construction	8-9
Enforcement Procedures	9
Rule 3.7.3 Live-in or Sleep-in Trailers and Motor Vehicles in Starlight Pines	9
Enforcement Procedures	9-10
Rule 3.7.4 Utility Trailers Parked on Lots	10
Enforcement Procedures	10
Rule 3.7.5 Loading, Unloading, and Cleaning Sleeping Units	11
Enforcement Procedures	11
Rule 3.8.1 Maintenance of Lawn and Plantings by Owner	12
Enforcement Procedures	12-13
Rule 3.9 Nuisances	13
Enforcement Procedures	14
Rule 3.10 Repair of Buildings	14
Enforcement Procedures	14
Rule 3.11 Trash Containers and Collection	14-15
Rule 3.11.1 Fires	15
Enforcement Procedures	15-16
Rule 3.14 Mineral Exploration	16
Rule 3.15 Machinery and Equipment	16

Rule 3.16	Plant Diseases and Noxious Insects	17
	Enforcement Procedures	17
Rule 3.18	Signs	17-18
	Enforcement Procedures	18
Rule 3.18.1	Commercial Signs	18
	Enforcement Procedures	18
Rule 3.18.2	Residential Identification Signs	19
	Enforcement Procedures	19
Rule 3.22	Animals	19-20
	Enforcement Procedures	20
Rule 3.24	Improvements and Alterations	21
Rule 3.24.1	General Architectural and Design Control	21
	Enforcement Procedures	21
Rule 3.24.2	Soil or Percolation Testing	21
	Enforcement Procedures	21-22
Rule 3.24.3	Metal Constructed Outbuildings	22
	Enforcement Procedures	22
Rule 3.24.4	Accessory Structures	23
	Enforcement Procedures	23
	How Complaints Are Processed	24-25
	Flow Chart: How Complaints Are Processed	26

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

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

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.

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

SPHOA Properties Rules

Revised, restated, reformatted, amended, and approved by the SPOHA 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.

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.

SPHOA Properties Rules

Revised, restated, reformatted, amended, and approved by the SPOHA 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.

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.
-

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.
-

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.

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."

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

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

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

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

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."

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."

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."

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.

- 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.
-

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