

**RULES & REGULATIONS  
OF THE  
STAR CANYON CONDOMINIUM ASSOCIATION, INC.**

**Revision – June 2005**

**Amended – April 2013**

The community of Star Canyon is comprised of a group of owners and renters who must live together and respect each other's rights. Due to the construction of the buildings, some being condominiums and the other patio homes, and the close proximity to our neighbors, it makes adherence to these rules and regulations even more important. Even though there are two separate Associations governing the condominiums and patio homes, it is important that the rules and regulations are respected by all.

The elected Board of Directors strongly recommends that each owner/lessee familiarize themselves with these rules and regulations, as well as with the Bylaws and Condominium Declaration of Covenants, Conditions and Restrictions. In the event an owner sells or leases his/her unit, it is the responsibility and obligation of the owner to insure that residents are made aware of and remain in full compliance with these Rules and Regulations.

Owners/members of the Association are totally responsible for all fees, charges and legal costs incurred by the Association in the enforcement of these Rules and Regulations.

**1. Owner/Resident Responsibility**

- 1.1. Complete and full compliance with the Declaration of Covenants, Articles of Incorporation, Bylaws and Rules and Regulations, as amended, of the Star Canyon Condominium Association, Inc.
- 1.2. Reporting to the management company any common element repair need, as well as any hazardous condition.
- 1.3. Reporting, first to the police/sheriff's office (911 non-emergency), of any vandalism and/or deliberate damage to property and finally to the management company.

**2. Board of Directors Responsibilities**

Members of the Board of Directors are elected by the membership at the Annual Meeting. The Board has two (2) primary responsibilities:

The first is to hire and oversee a management company. Duties of the management company include, but are not limited to, enforcement of all covenants, bylaws and rules and regulations, operating within the approved budget, and management of all common property. Maintenance staff and/or subcontractors are hired by the management company with the advice and approval of the Board of Directors, to perform common maintenance of all types.

The second is management of the maintenance and reserve budgets. Operational budgets are prepared in coordination and with the assistance of the Management Company, and presented/approved by the general membership at the Annual Meeting.

### 3. Pets

- 3.1. No animal livestock or poultry of any kind shall be raised, bred or kept on the property. Pets, including cats, dogs, birds, reptiles or other animals may be kept, maintained or harbored as long as the animal is not a danger to others – or otherwise constitutes a noise or odor nuisance.
- 3.2. Owners of pets must conform to state and Jefferson County regulations and ordinances (e.g. licensing, etc.).
- 3.3. Owners of pets who are in violation of state, county, or local regulations or ordinances will be reported to Jefferson County Animal Control.
- 3.4. Keeping wild and or dangerous animals is prohibited.
- 3.5. Vicious dogs are prohibited.
- 3.6. Pets are not allowed to run at large. Pets must be walked on a leash in the hands of the owner; and attended to by the owner at all times while on common property.
- 3.7. Pet Owners must not allow their pets to become a barking nuisance.
- 3.8. Pet Owners will not allow a pet to cause damage to common areas: and if such damage should occur, owners will be responsible for repair of any damage.
- 3.9. Pet Owners will immediately pick up and appropriately dispose of all pet waste. Pet Owners should carry and use a “pooper-scooper”, sack or paper towel when walking pets. Waste contents must then be disposed of in a sanitary manner. Pet Owners who fail to clean up after their pets will be notified/fined.
- 3.10. Pets may not be tethered on or to any exterior common elements such as light poles, trees, fences or gates. Pet Owners in violation will be responsible for any damage incurred, and will be responsible for the cost to repair any damage. Pet Owners may not install any tethering devices in the common areas.
- 3.11. Pets may not be left unattended on common areas.
- 3.12. Pets are not allowed in the stream, waterfall and larger pond. Pet Owners will be notified/fined, and will be responsible for any necessary clean-up.

### 4. Leasing or Rental Agreements

- 4.1. Owners who lease or rent their property for a term of greater than 30 days are responsible for notifying the management company of any new resident (or tenant lease), and providing the management company a copy of the lease. **It is required that a copy of the Rules and Regulations be an attached addendum to all leases.** Leases shall provide that failure to comply with these Rules and Regulations shall constitute a default under the lease. Owners are responsible for the actions of their tenant and/or tenant guests.
- 4.2. Any damage done by the tenant or tenant’s guest to either the owner’s property, another unit or common property will be handled in the following manner: initially, the owner will receive a letter regarding tenants who are in violation; next, the owner is responsible to see that the tenants rectify the violation; ultimately, the owner will be held liable for any damage, repair or fine levied.

### 5. Architecture

- 5.1. No exterior additions/alterations of any structure (including building, fence, balcony, etc.) shall be commenced or erected without the prior **written approval** of the Board of Directors. For

reference, the document **Board Guidelines for Architectural Improvement (ACC) Requests (January 2013)** may be obtained from the management company or from the Star Canyon Condominium website

5.2. No clothesline, drying area or service yard shall be installed, allowed, kept or maintained.

5.3. Bird seed feeders are not permitted. Humming bird feeders are allowed unless such installation damages a common element or creates a problem for an adjacent owner.

5.4. No activity shall be conducted on any portion of the condominium areas that might be unsafe or hazardous to any person, or to the property. This includes (but is not limited to) the discharge of firearms (including BB or pellet rifles), the lighting of any open fire, and the use of fireworks

5.5. Nothing shall be done to or kept on the condominium common areas that would increase the rate of insurance for the HOA, or might result in the cancellation of such insurance.

5.6. No sign, poster, billboard, advertisement or display of any kind (including political signs) shall be erected or maintained anywhere within the condominium common areas. The exception would be signs of a very temporary nature (i.e. "Picnic Saturday") or signs as approved by the Board of Directors. Each owner may post no more than two (2) condominium Unit For Sale/For Rent signs per unit including windows and/or Common Element. These signs can be no more than 18" by 24". Signs can be posted in the Common Element directly in front of the owner's unit as long as it does not interfere with any other owner's access to their direct Common Element (i.e., garage, front door, driveway, etc.) The only Common Elements included for this purpose are garage doors, front doors, decks and driveway rock beds. The rock beds in front of the units' garages are acceptable so long as the sign does not interfere or damage the landscaping. Signs should be standard For Sale/For Rent signs & cannot be distasteful or garish and no bright colors are permitted. It is the responsibility of the owner to repair any damage to any Common Element caused by their For Sale/For Rent signs. The Board reserves the right to require an owner to remove any For Sale/For Rent sign that does not adhere to these guidelines. Open House signs must adhere to the same guidelines as stated above

5.7. All rubbish, trash or garbage shall be deposited in appropriate trash receptacles and kept in unit garages. Contracted trash service does not include the disposal of construction materials, furniture, appliances, etc., unless individual arrangement with the waste management company has been made and payment agreed upon. Trash receptacles should be placed by the curb the day of trash collection, and returned to storage that same day.

5.8. No bicycles, toys, trash cans or other personal belongings are permitted on any common element, including but not limited to outside entrances and walkways.

5.9. Balconies/patios must be kept in an orderly fashion so that neighbors may view them as a pleasing sight, both in walking by and from upstairs. Rugs, towels, etc., may not be hung on balcony/patio rails.

5.10. **Charcoal and wood burning grills are forbidden.** Propane and electric grills may be used on lower and upper unit decks/patios and must adhere to the Littleton Fire Protection District Code. Propane tanks may not be stored in any closed area. The grill (without-tank) may be stored in a garage. Any open flame including but not limited to unattended candles will not be permitted on the decks or patios. The Board of-Directors has the right to request Littleton FPD to inspect any common or limited common element if a violation is suspected

5.11. No trash or polyurethane bags may be used as grill/furniture covers in lieu of regular covers.

5.12. Sunshades/reflective coating on windows/awnings/antennas/lattice work/additional fencing are all prohibited unless approved by the Board of Directors on an individual basis.

5.13. Satellite dishes are permitted (with prior placement approval of the Board of Directors). Dishes are not to be attached to any stucco surface.

5.14. Decorative and/or functional lighting is allowed on patios and decks provided the light does not disturb other owners/residents. The lighting fixtures must be tasteful and adhere to the general architectural design of the community.

5.15. All window frames, window screens, storm window frames and patio doors must present a uniform and appropriate color of white, light beige or brown when viewed from outside. All window frames, window screens, storm window frames and patio doors must be kept in good repair and conform to standards consistent to all buildings. Broken or misshapen Venetian blinds, torn drapes, shades, screens and broken/cracked windows must be repaired or replaced by, and at the cost of the owner.

5.16. Repair work, construction, and/or structural alterations are limited to the hours of 8am to 7pm, weekdays, and 10am to 6pm weekends/holidays, except for emergencies.

## **6. Vehicular Parking, Storage and Repairs**

6.1. Vehicular parking upon the Common Elements shall be regulated by the Board of Directors.

6.2. No parking in front of fire hydrants, in fire lanes, in front of sidewalks, in front of mailboxes, or on any landscaped area is allowed. Vehicles in violation may be towed at the owner's expense.

6.3. Garages are for the purpose of vehicle parking rather than storage. The conversion or alteration of garages into living areas is prohibited. Garage usage may include storage and workshop/repair activities **provided such use does not hinder, preclude or prevent the parking of two (2) vehicles.**

6.4. Vehicles owned or leased by an owner, a member of his/her family or occupant of his/her unit must park their vehicles in the following order: Primary parking shall be the two (2) spaces in the garage of the owner's unit; Secondary parking is the driveway of the owner's unit; Tertiary parking - the limited common element (i.e. streets), is to be used only if an owner or occupant has more than three (3) vehicles. For owners with more than three (3) vehicles, the Board of Directors must be notified in writing that it is the intent of the owner to park additional vehicles on the street, and such intent is subject to approval by the Board of Directors. Vehicles that do not fit in the garage, i.e., large trucks or SUV's, are not exempt from these guidelines and owners and/or occupants are required to utilize the driveway for parking.

6.5. Limited common element parking (street) is reserved for short-term visitor parking, unless otherwise previously approved by the Board of Directors.

6.6. Parking in common use driveway areas is not permitted. Driveway parking is allowed only in the immediate area in front of the garage, and is limited to one (1) vehicle.

6.7. Automobiles or vehicles with "For Sale" signs are not permitted to be parked in any limited common element or unit driveway for more than two (2) consecutive days.

6.8. No abandoned, inoperable or covered automobile or vehicle of any kind shall be stored or parked on a unit or within the condominium area unless parked or stored within a garage. An abandoned or inoperable automobile or vehicle is determined to be any which has not been moved or driven for five (5) consecutive days; or which shows obvious sign of disuse (e.g., flat tire(s), on

blocks, on a jack, missing parts, etc.). If the Association shall determine that a vehicle is abandoned or inoperable, a written notice will be sent to the owner, if known, or placed conspicuously on the vehicle. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after such notice is posted, the Association shall have the right to remove the vehicle, and the owner shall be solely responsible for all towing and storage charges.

6.9. Each owner/resident shall keep the garage door of his/her unit closed as much as possible, thus ensuring a more standard appearance, but more importantly, avoiding exposing contents to possible theft.

6.10. The following vehicles **may not be parked or stored** on any common element: oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats, self-contained motorized recreational vehicles, except for the temporary purpose of loading/unloading.

6.11. No maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat shall be performed or conducted outside of garages – except in an emergency situation.

6.12. Oil spots, spills, puddles or other stains caused by any Owner/Resident or their Visitor(s) in their unit's driveway are to be cleaned in a timely manner by the Owner/Resident in an environmentally friendly manner. Oil spots, spills, puddles or other stains caused by an Owner/Resident or their Visitor(s) that park on the street must follow the same rules as stated above. For any Owner/Resident that fails to remove such stains the Owner will be liable for the costs of cleanup by the Association.

## **7. Prohibited Activities and General Rules**

- 7.1. Defacing flower beds, shrubbery, trees, light fixtures, signs, etc.
- 7.2. Defacing or putting graffiti on any walls, walks or other common areas.
- 7.3. Ball playing shall be done on landscaped areas only

## **8. Common Expense Assessments**

- 8.1. The monthly maintenance/assessment fee for each unit shall be due and payable on the first (1st) day of each month, and considered overdue after the tenth (10th) day of each month. Payments must be received at the property management office by the tenth (10th) day of each month in order to avoid any late penalties.

## **9. Enforcement Policy**

- 9.1. Owners and residents of Star Canyon Condominiums should be aware that these Rules and Regulations will be enforced; and may be updated or changed by the Board of Directors.
- 9.2. Violation or non-compliance of a Rule or Regulation will result in Violation Notices and Fines.
- 9.3. Violation Notice: A violation notice will be sent by the management company to the owner of the unit in violation. The notice will describe the alleged violation and ask the owner to respond within ten (10) days. Included in the notice will be a copy of the relevant Rule/Regulation. In the event the violation notice does not result in a correction of the violation the Board of Directors will assess fines.
- 9.4. Fines will be assessed as follows:

- 1) First violation: Written Notice to the owner. Violation must be corrected in ten (10) days or a second notice and fine will be assessed
- 2) Second violation: Written notice and \$75 fine assessed to owner. Violation must be corrected in ten (10) days or a third notice and fine will be assessed.
- 3) Third violation: Written notice and \$100 fine assessed to owner. Violation must be corrected in ten (10) days or a fourth notice and fine will be assessed.
- 4) Fourth & Subsequent violation: Written notice and \$150 fine assessed to owner and the matter turned over to the Association's attorney for enforcement. The owner is responsible for any fees and costs incurred in the collection of any fines, including, but not limited to, attorney's fees, court costs, and service fees regardless of whether or not a lawsuit is filed.

9.5. Violation Complaint: Complaints must be filed in writing, signed, and given to the management company. The complaint should include (1) the name, unit address, and phone number of the owner filing the complaint, (2) the identity of the individual violating the rule, (3) the time and place of the violation, and (4) a description of the incident.

9.6. Hearing Process: The owner against whom a complaint has been made may request a hearing within twenty (20) days after notice of a fine to be levied has been sent by the management company. The request for a hearing shall be served upon the Management Company by certified or registered mail. The Hearing shall be scheduled within thirty (30) days from the receipt of the request for hearing. The Hearing Committee shall consist of three (3) members appointed by the Board of Directors. Based on the information provided to the Hearing Committee, a decision will be made within ten (10) days. All regulatory documents will be considered in making a decision.

These Rules and Regulations for the Star Canyon Condominium Association, Inc. are amended and in effect this 17<sup>th</sup> day of April, 2013.

Christopher Bader,  
Board Member/President

Chris Bader

Petra Turpin,  
Board Member/Vice-President

Petroulla E. Turpin

Betty L McGinnis,  
Board Member/Secretary

Betty L. McGinnis

**EDIT LOG**

Section 1 – No amendments  
 Section 2 – No amendments  
 Section 3 – No amendments  
 Section 4 – One (1) amendment  
     4.1  
 Section 5 – Two (2) amendments  
     5.1, 5.10

Section 6 – Two (2) amendments  
     6.6 is new & numbering now changed  
     6.8  
 Section 7 – No amendments  
 Section 8 – No amendments  
 Section 9 – One (1) amendment  
     9.4