



THE VINEYARDS AT VISTA SAN JUAN HOMEOWNERS ASSOCIATION I · MONTROSE, COLORADO

Architectural Change Request

Required before work begins — Declaration Article X and the Landscaping & Exterior Maintenance Rules, Section 6

APPROVAL IS REQUIRED BEFORE YOU START. Under Article X of the Declaration, no building, fence, wall, or other structure may be commenced, erected, or maintained, and no exterior addition, change, or alteration may be made, until the height, materials, and location have been submitted to and approved in writing by the Board or its architectural committee. If the Board does not approve or disapprove within thirty (30) days of submission, approval is deemed granted.

SECTION 1 — OWNER AND PROPERTY

Owner Full Name:

Unit Address:

Unit Type:

☐ Patio Home ☐ Duplex

Email:

Phone:

Submitted By:

(owner, or tenant with the owner's consent)

SECTION 2 — TYPE OF CHANGE

Check every category that applies. Anything visible from outside the home requires approval.

☐ Fence, wall, or gate

☐ Patio, deck, or hardscape

☐ Landscaping outside the 2-ft perimeter

☐ Paint, siding, or roofing

☐ Doors, windows, or screens

☐ Solar, satellite dish, antenna, or EV charger

☐ Shed, structure, or permanent fixture

☐ Exterior lighting

☐ Vegetable garden or raised bed

☐ Protected request (see Section 5)

Other — describe:

SECTION 3 — DESCRIPTION OF THE PROPOSED CHANGE

Article X requires height, materials, and location. Incomplete requests cannot start the thirty-day clock.

Describe the change:

Height / dimensions:

Approx. area (sq ft):

Materials, colors, and plant species:

Location relative to your Unit and the Common Area:

SECTION 4 — TIMING, CONTRACTOR, AND ATTACHMENTS

Proposed start date:

Completion date:

Contractor name and phone:

(if applicable)

Attach the following. Section 6 of the Landscaping Rules requires all four:

☐

Written description

☐

Sketch, diagram, or photo

☐

Materials / plant specifications

☐

Site plan showing location

SECTION 5 — REQUESTS THE BOARD CANNOT DENY

Some requests are protected by federal or Colorado law. The Board may set reasonable conditions on how the work is done, but not on whether you may do it. If any box below applies, check it — see the Rules and Regulations section cited in the item below.

- | | |
|--|--|
| ☐ Xeriscape or drought-tolerant landscaping | ☐ Accessibility modification (disability) |
| ☐ Solar or other renewable energy device | ☐ Energy efficiency measure |
| ☐ Fire mitigation / defensible space | ☐ Rain barrel |
| ☐ Satellite dish or antenna in an exclusive-use area | |
| ☐ Electric vehicle (EV) charging station — unit, garage, or an assigned or shared parking space | |
| ☐ A plant list, planting plan, or product specification is attached | |

Xeriscape and drought-tolerant landscaping — C.R.S. § 38-33.3-106.5(1)(i). The Association may not prohibit xeriscape, nonvegetative turf grass, or drought-tolerant landscaping on property you are responsible for, and may not require grass or turf where you propose one of those alternatives. It may adopt design and aesthetic guidelines, regulate the type, number, and placement of plantings and hardscape, restrict artificial turf to rear yards, and require that the result be kept neat and healthy.

For Patio Home Units (single-family detached homes) only — C.R.S. § 38-33.3-106.5(1)(i.5). The Association must also allow an option of at least 80% drought-tolerant plantings, may not require hardscape on more than 20% of the landscaped area, must permit a vegetable garden in the front, back, or side yard, and must permit nonvegetative turf grass in the back yard. The Board must adopt at least three preapproved water-wise front-yard garden designs; until it does, you may submit any water-wise front-yard design under Section 3 of the Landscaping and Exterior Maintenance Rules, and it may not be denied solely because it does not match a not-yet-adopted design. This paragraph does not apply to Duplex Units. See Section 3(f) through (j) of the Landscaping and Exterior Maintenance Rules.

Accessibility modification — 42 U.S.C. § 3604(f)(3)(A); C.R.S. § 38-33.3-106.5(1)(g). A reasonable modification needed for full use and enjoyment of your home — a ramp, handrail, grab bar, widened doorway, or similar — must be permitted at your expense, including work on common elements. No extra deposit, insurance, or Board-chosen contractor may be required, and exterior work need not be restored. A request for an accessible or assigned parking space is handled as an accommodation under Section 7 of the Nuisance Rules — the Association bears that cost, not you.

Solar and other renewable energy devices — C.R.S. §§ 38-33.3-106.5(1.5) and 38-30-168. Aesthetic conditions may not raise the device cost or cut its performance by more than ten percent, and review may not exceed sixty days; an application not decided within sixty days is deemed approved.

Energy efficiency measures — C.R.S. § 38-33.3-106.7. Awnings and shade structures, attic and garage fans, evaporative coolers, energy-efficient outdoor lighting, retractable clotheslines, and heat pumps, on property you control.

Fire mitigation and defensible space — C.R.S. § 38-33.3-106.5(1)(e). Removal of vegetation under a registered written defensible-space plan may not be prohibited.

Rain barrels — C.R.S. § 38-33.3-106.5(1)(j). Use of a rain barrel to collect precipitation from a residential rooftop may not be prohibited, subject to reasonable aesthetic requirements on placement and appearance. This right does not extend to common or limited common elements, property maintained by the Association, or a roof or downspout attached to other Units without those Owners' permission.

Satellite dishes and antennas — 47 C.F.R. § 1.4000. A protected dish or antenna in an area under your exclusive use or control does not need Board approval at all. On a common roof, common wall, or common grounds, it does. Check the box and the Board will confirm from the Declaration which applies.

Electric vehicle charging stations — C.R.S. § 38-33.3-106.8. The Association may not prohibit installation of a Level 1 or Level 2 electric vehicle charging system within your Unit (including a garage), in a parking space assigned or deeded to your Unit, or in a shared parking space you are entitled to use, and may not restrict parking or charging based on whether a vehicle is a plug-in electric or hybrid vehicle. The Association may require a licensed, registered electrical contractor, compliance with applicable code and bona fide safety standards, registration of the system within thirty (30) days of installation, an insurance certificate naming the Association as an additional insured within fourteen (14) days of consent, and reasonable aesthetic conditions on the system's dimensions, placement, or external appearance. The Association may not charge a fee for the placement or use of the system, but may recover the actual cost of electricity used or charge a reasonable access fee. The charging system remains the Owner's property and may be removed or transferred upon sale of the Unit.

SECTION 6 — ONGOING MAINTENANCE RESPONSIBILITY

Read this section carefully. It is a condition of approval.

Under Section 7(c) of the Landscaping and Exterior Maintenance Rules, the Association is not responsible for maintaining any landscaping or improvement an Owner installs outside the two-foot perimeter surrounding the Unit — even where the Board has approved it. That same section requires the Owner to keep any Board-approved fence, wall, structure, or landscaping in good repair.

By signing below, the Owner acknowledges and agrees that:

- 1. **Maintenance is the Owner’s.** The approved improvement is and remains the Owner’s sole maintenance, repair, and replacement responsibility, at the Owner’s expense. The Association assumes no cost or obligation for it by approving it.
- 2. **The obligation runs with the Unit.** The covenants of the Declaration run with and bind the land and bind heirs, successors, and assigns. This condition of approval attaches to the Unit and passes to every future Owner.
- 3. **The Owner will disclose it on sale.** The Owner will provide a copy of this approval to any purchaser of the Unit and disclose the continuing maintenance obligation.
- 4. **Failure to maintain has consequences.** If the improvement is not maintained, the Association may enter and perform the work after a two-thirds vote of the Board and add the cost to the assessment against the Unit, following the notice and hearing procedures of the Enforcement Policy.
- 5. **Association access comes first.** If the Association must disturb or remove the improvement to reach irrigation, utilities, or common area it maintains under its easement rights, restoration is at the Owner’s expense.
- 6. **Unapproved work may be removed.** Work performed without approval, where approval is required, may be subject to fines and required removal at the Owner’s expense, and the Owner will restore the area to its prior condition.

SECTION 7 — OWNER SIGNATURE

I confirm that the information above is accurate and complete, that I have read the Landscaping and Exterior Maintenance Rules, and that I agree to the conditions in Section 6.

Owner’s Signature: _____

Printed Name: _____ **Date:** _____

WHAT HAPPENS NEXT

1. **The request is logged on receipt.** The thirty-day clock in Article X runs from the date a complete request is submitted. An incomplete request does not start it.
2. **The Board or its architectural committee decides within thirty (30) days.** If no decision is issued in that time, Article X treats approval as granted and the Article as fully complied with.
3. **You receive the decision in writing.** Keep it with your home records and pass it to a buyer when you sell — it is the evidence that the improvement was approved.
4. **Approval covers what you described.** It is not a building permit, and it is not a judgment that the work is structurally sound, code-compliant, or safe. City permits remain your responsibility.
5. **If the request is denied.** The Board will state the reason. You may revise and resubmit, or raise the matter under the Association's Dispute Resolution Policy.

HOW TO RETURN THIS FORM

By Mail:

The Vineyards at Vista San Juan HOA I
San Juan Bookkeeping
P.O. Box 966
Montrose, CO 81402

By Email:

thevineyardshoa1@gmail.com

In Person:

San Juan Bookkeeping
318 7th Street
Montrose, CO 81401

Questions? Contact thevineyardshoa1@gmail.com

ASSOCIATION USE ONLY

Date Received: _____

Logged By: _____

Thirty-Day Decision Deadline: _____

(Declaration Article X)

Decision:

☐ Approved ☐ Approved with conditions ☐ Denied

Conditions or reason for denial:

Authorized Signature: _____

Date: _____