

THE VINEYARDS AT VISTA SAN JUAN HOMEOWNERS ASSOCIATION I
LANDSCAPING AND EXTERIOR MAINTENANCE
RULES AND REGULATIONS
Effective [Insert Date]

The following Rules and Regulations have been adopted by The Vineyards at Vista San Juan Homeowners Association I, a Colorado nonprofit corporation (Association), pursuant to authority under the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), recorded April 19, 1993, in Book 851, Pages 424–442, Montrose County, Colorado, at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

CC&Rs Source Provisions: Article VI (Exterior Maintenance — Board remediation authority); Article VIII, Sections 2(c), 2(g), 2(h), and 2(i) (Association maintenance duties); Article IX, Section 4 (no obstruction of Common Area access); Article IX, Section 7 (nuisance/health prohibition); Article IX, Section 8 (rubbish removal); Article IX, Section 9 (two-foot perimeter; fences, hedges, and walls; use of land outside Unit lines); and Article X (Architectural Control).

Note on Colorado law — Senate Bill 23-178: Where Colorado law establishes requirements that supersede or supplement the CC&Rs, those requirements are identified below. Senate Bill 23-178 (effective August 7, 2023), codified at C.R.S. § 38-33.3-106.5(1)(i), protects an Owner's right to use xeriscape, nonvegetative turf grass, or drought-tolerant vegetative landscaping on property for which the Owner is responsible. Where that statute conflicts with the CC&Rs, the statute controls. Section 3 below states both what the statute requires of the Association and what authority the Association retains.

Note on federal law — accessibility modifications: The federal Fair Housing Act, 42 U.S.C. § 3604(f)(3)(A), and C.R.S. § 38-33.3-106.5(1)(g) require the Association to permit reasonable modifications necessary to afford a person with a disability full use and enjoyment of the premises, including modifications to common elements. Section 6 below states how that obligation operates within the architectural control process.

Purpose: To implement the landscaping and exterior maintenance requirements of the CC&Rs and to establish the enforcement procedures required by the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Rules and Regulations:

- 1. Purpose and Scope:** These Rules and Regulations implement the CC&Rs provisions identified above and apply to all unit owners, tenants, occupants, and guests. In the event of any conflict between these Rules and Regulations and the CC&Rs, the CC&Rs shall control. Where federal or Colorado law supersedes the CC&Rs, the law controls.

2. Permitted Planting and Gardening (CC&Rs Article IX, Section 9): CC&Rs Article IX, Section 9, provides (verbatim): “Except within the two (2) foot perimeter provided around the Unit, no planting or gardening shall be done.” Planting and gardening by Owners is therefore permitted only within the two-foot perimeter immediately surrounding the exterior of the Owner’s Unit. No Owner may plant, garden, or otherwise alter the landscaping in any area beyond this two-foot perimeter without the prior written approval of the Board of Directors, as further provided in Section 6 of these Rules and Regulations (Architectural Control).

3. Xeriscape and Drought-Tolerant Landscaping (C.R.S. § 38-33.3-106.5(1)(i); Senate Bill 23-178): C.R.S. § 38-33.3-106.5(1)(i)(I)(A) provides that, notwithstanding anything in the declaration, bylaws, or rules to the contrary, an association shall not prohibit “the use of xeriscape, nonvegetative turf grass, or drought-tolerant vegetative landscapes to provide ground covering to property for which a unit owner is responsible, including a limited common element or property owned by the unit owner.” Accordingly:

- (a) The Association may not prohibit an Owner from installing xeriscape, nonvegetative turf grass, or drought-tolerant vegetative landscaping within the two-foot perimeter or within any other area for which the Owner is responsible;
- (b) The Association may not require an Owner to use grass or turf in those areas where a drought-tolerant or water-efficient alternative is proposed;
- (c) The same statute expressly preserves the Association’s authority to adopt and enforce design and aesthetic guidelines, to regulate the type, number, and placement of drought-tolerant plantings and hardscapes, and to restrict the installation of nonvegetative (artificial) turf grass to rear yard locations only;
- (d) The Association may still require that landscaping be maintained in a neat, healthy, and orderly condition, consistent with CC&Rs Article VI; and
- (e) To the extent any provision of the CC&Rs conflicts with C.R.S. § 38-33.3-106.5(1)(i), the statute controls.
- (f) Front-yard garden designs — Patio Home Units. For a Unit that is a single-family detached home (each, a “Patio Home Unit”), C.R.S. § 38-33.3-106.5(1)(i.5) requires the Association to adopt at least three preapproved water-wise front-yard garden designs, or designs that qualify under a water-conservation program offered by a local government or water provider, which a Patio Home Unit Owner may install without individual Architectural Control approval. The Board shall adopt and publish these designs on the Association’s website. Until the Board formally adopts and publishes the required designs, a Patio Home Unit Owner may submit any proposed front-yard water-wise landscaping design under the Architectural Control process of Section 6, and the

Board may not deny the request solely because it does not match a not-yet-adopted preapproved design.

- (g) Eighty-percent drought-tolerant option — Patio Home Units. The Association shall allow a Patio Home Unit Owner the option of landscaping consisting of at least eighty percent (80%) drought-tolerant plantings.
- (h) Hardscape limit — Patio Home Units. Any design or aesthetic guideline the Association adopts under Section 3(c) may not unreasonably require hardscape on more than twenty percent (20%) of the landscaped area of a Patio Home Unit.
- (i) Vegetable gardens — Patio Home Units. Notwithstanding Section 2 of these Rules (the two-foot planting perimeter), a Patio Home Unit Owner may install and maintain a vegetable garden in the front, back, or side yard of the Unit, subject to the Association's reasonable aesthetic guidelines under Section 3(c).
- (j) Nonvegetative turf grass, back yard — Patio Home Units. The Association may not prohibit a Patio Home Unit Owner from installing nonvegetative (artificial) turf grass in the back yard of the Unit.

Scope note. C.R.S. § 38-33.3-106.5(1)(i.5) applies only to a unit that is a single-family detached home, per subsection (1)(i.5)(VI), and does not apply to a unit that is a single-family attached home sharing one or more walls with another unit, or to a condominium. This Community includes both types of Units: thirty-eight (38) Patio Home Units, which are single-family detached homes, and sixteen (16) Duplex Units, which share one or more common walls. Subsection (1)(i.5) therefore applies to the Patio Home Units and is implemented in Section 3(f) through (j) above; it does not apply to the Duplex Units, which remain subject to the general xeriscape protections of Section 3(a) through (e). Neither subsection confers any right over general common elements maintained by the Association.

4. Fences, Hedges, Walls, and Use of Land Outside Unit Lines (CC&Rs Article IX, Section 9): CC&Rs Article IX, Section 9, provides (verbatim): “No fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association’s Board of Directors. The Owners of Units are hereby prohibited and restricted from using any land or air space outside the Unit lines, except as may be allowed by the Association’s Board of Directors or as provided in this Declaration.” Accordingly:

- (a) No Owner may erect, install, or maintain any fence, hedge, or wall upon the Property unless it was installed during the original construction of the buildings, or has been approved in writing by the Board;
- (b) No Owner may use any land or air space outside the Owner’s Unit lines except as authorized by the Board or as expressly permitted by the Declaration; and

- (c) No Owner may place any structure, garden feature, ornamental item, or other object upon the Common Area without prior Board authorization.

5. No Obstruction of Common Area Access (CC&Rs Article IX, Section 4):

CC&Rs Article IX, Section 4 provides (verbatim): “Except as otherwise permitted herein, no Owner shall place any structure upon the Common area, nor shall any Owner do any act which would temporarily or permanently deny free access to any part of the Common Area to all Owners.” No Owner may place any object, material, landscaping, or structure in any Common Area in a manner that temporarily or permanently denies free access to any Owner.

6. Architectural Control — Prior Written Approval Required (CC&Rs Article X):

CC&Rs Article X provides (verbatim): “No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.” Accordingly, prior written Board approval is required for any exterior alteration, landscape addition beyond the two-foot perimeter, fence, wall, or structural change. The Board or its designated committee shall respond within thirty (30) days of receiving a complete submission. If no response is provided within thirty (30) days, approval shall be deemed granted and the Article shall be deemed fully complied with, per CC&Rs Article X.

The form to use: Requests are made on the Association’s Architectural Change Request form, which is posted on the Association’s website and is available from the Secretary on request. That form is the only form required for a request under this Section; there is no separate landscaping application. A complete submission includes a description of the proposed change, the proposed materials or plant species, the height and dimensions, the location relative to the Unit and the Common Area, and a sketch or photograph. An incomplete submission does not start the thirty-day clock.

Revisions to the form: The Board maintains the Architectural Change Request form and may revise it — to add a field, to reflect a change in law, or to make it easier to complete — without amending these Rules and Regulations. No revision to the form may enlarge what an Owner must submit beyond what this Section requires, or narrow the protections in the list below.

Requests the Board may not deny: The following are protected by federal or Colorado law and may not be denied through the architectural control process. The Board may impose reasonable conditions on how the work is performed, but not on whether it may be done at all:

- **Xeriscape, drought-tolerant landscaping, and water-wise garden designs.** See Section 3 of these Rules. C.R.S. § 38-33.3-106.5(1)(i) protects xeriscape, nonvegetative turf grass, and drought-tolerant

landscaping for all Units. C.R.S. § 38-33.3-106.5(1)(i.5) provides additional water-wise front-yard garden-design, 80% drought-tolerant option, hardscape-limit, vegetable-garden, and back-yard-turf rights for Patio Home Units (Section 3(f) through (j)); it does not apply to Duplex Units.

- **Accessibility modifications.** A reasonable modification necessary to afford a person with a disability full use and enjoyment of the premises — including a ramp, handrail, grab bar, widened doorway, or similar work, and including work on common elements — must be permitted at the requesting Owner's expense. 42 U.S.C. § 3604(f)(3)(A); C.R.S. § 38-33.3-106.5(1)(g). The Board may require permits, workmanlike construction, and a description of the work. The Board may not require an increased deposit, liability insurance, or the use of a contractor the Board selects. Exterior and common-area modifications need not be restored. A request to designate an accessible or assigned parking space is treated as a request for a reasonable accommodation rather than a modification, and any cost of designating it is borne by the Association.
- **Renewable energy generation devices.** Solar energy devices, wind-electric generators, geothermal devices, and heat pump systems may not be effectively prohibited. C.R.S. §§ 38-33.3-106.5(1.5) and 38-30-168. The Board may impose reasonable aesthetic conditions on dimensions, placement, and external appearance only if they do not increase the cost of the device by more than ten percent, do not reduce its performance or efficiency by more than ten percent, and do not require more than sixty days for review. An application not denied or returned for modification within sixty days is deemed approved. Whether a particular roof or exterior wall is part of the Unit, a limited common element, or a general common element is determined by the Declaration and must be confirmed before any such application is decided.
- **Energy efficiency measures.** An awning, shutter, trellis, ramada, or other marketed shade structure; a garage or attic fan and its vents; an evaporative cooler; an energy-efficient outdoor lighting device; a retractable clothesline; and a heat pump system may not be effectively prohibited on property the Owner controls. C.R.S. § 38-33.3-106.7. Reasonable aesthetic conditions and bona fide safety requirements are preserved. This protection does not extend to limited or general common elements. C.R.S. § 38-33.3-106.7(3)(d).
- **Fire mitigation and defensible space.** Removal of vegetation under a registered written defensible-space plan may not be prohibited. C.R.S. § 38-33.3-106.5(1)(e).
- **Rain barrels.** 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. C.R.S. § 38-33.3-106.5(1)(j). This right does not extend to common or limited common elements, to property maintained by the Association, or to a roof or downspout attached

to one or more other Units without the permission of the owners of those Units.

- **Electric vehicle charging stations.** The Association may not prohibit an Owner from installing a Level 1 or Level 2 electric vehicle charging system in the Owner's Unit (including a garage), in a parking space assigned or deeded to the Unit, or in a shared parking space the Owner is entitled to use, and may not restrict parking or charging based on whether a vehicle is a plug-in electric or hybrid vehicle. C.R.S. § 38-33.3-106.8. 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.

7. Owner Maintenance Obligations (CC&Rs Article VI): CC&Rs Article VI provides (verbatim): "In the event an Owner of any Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3), vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Unit and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject." Each Owner is responsible for maintaining the premises and all improvements on their Unit in a manner satisfactory to the Board. Owner maintenance obligations include:

- (a) **Planting perimeter:** Keeping all plantings within the two-foot perimeter, and any Board-approved landscaping outside the perimeter, trimmed, healthy, and free of dead or invasive growth;
- (b) **Rubbish removal (CC&Rs Article IX, Section 8):** Removing all rubbish, yard waste, and debris from the premises regularly; and
- (c) **Board-approved improvements:** Maintaining any Board-approved fence, wall, structure, or landscaping installed outside the two-foot perimeter in good repair. The Association is not responsible for maintaining Owner-installed landscaping outside the two-foot perimeter, even if Board-approved; such plantings remain the Owner's sole maintenance responsibility.

8. Rubbish, Trash, and Debris Removal (CC&Rs Article IX, Section 8): CC&Rs Article IX, Section 8, requires (verbatim): "All rubbish, trash and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon." Owners are responsible for ensuring that rubbish, yard waste,

clippings, and debris generated by landscaping activities are regularly removed and do not accumulate on the Unit or in the Common Area.

9. Nuisances and Conditions Endangering Health (CC&Rs Article IX, Section 7):

CC&Rs Article IX, Section 7, prohibits (verbatim) any use of the Property “which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof.” Any landscaping condition or exterior maintenance failure that endangers the health of residents or constitutes a nuisance is a violation of this provision and of these Rules and Regulations, subject to the health and safety procedure set out in Section 12 below.

10. Association Maintenance Responsibilities (CC&Rs Article VIII, Sections 2(c), 2(g), 2(h), and 2(i)): The Association shall be responsible for the following, as expressly required by the CC&Rs:

Snow removal (Art. VIII, Sec. 2(c)): Snow removal from walking paths located within the Common Areas;

Common Area landscaping (Art. VIII, Sec. 2(g)): Maintenance and improvement of all landscaping located in the Common Areas;

Irrigation system (Art. VIII, Sec. 2(h)): Maintenance and operation of the irrigation water system; and

Lot landscaping and rights-of-way (Art. VIII, Sec. 2(i)): Maintenance of landscaping on each lot and the public rights-of-way contiguous to a lot.

11. Association Remediation Authority (CC&Rs Article VI): Where an Owner fails to maintain the premises in a manner satisfactory to the Board, the Association may, after approval by a two-thirds (2/3) vote of the Board of Directors, enter upon the parcel and perform necessary repair, maintenance, and restoration through its agents and employees. The cost of such exterior maintenance shall be added to and become part of the assessment against the Owner's Unit, and shall constitute a continuing lien thereon, as provided in CC&Rs Article VI. The Owner shall be given written notice and an opportunity to cure before the Association exercises this authority, except in cases of immediate threat to health, safety, or community property.

12. Enforcement, Notice, and Violations (CC&Rs Article XIII, Section 1; CCIOA §§ 38-33.3-209.5 and 38-33.3-302):

Notice of Violation: The Association shall issue a written Notice of Violation specifying the violation, the required corrective action, and the cure period. For non-health/safety violations the notice shall be sent by certified mail, return receipt requested, as required by C.R.S. § 38-33.3-209.5(1.7)(b)(III).

Cure periods — ordinary violations: Non-health/safety violations carry a thirty (30) day cure period. If the Association does not receive notice from the Owner that the violation has been cured, it shall inspect within seven (7) days after the cure period expires. If the violation has not been cured, a second thirty (30) day

cure period commences. The Association shall grant two consecutive thirty-day cure periods before taking legal action. C.R.S. § 38-33.3-209.5(1.7)(b)(III)(B) and (V).

Cure period — health and safety violations: Health and safety violations carry a seventy-two (72) hour cure period following written notice. After an inspection establishing that the violation was not cured, the Association may impose a fine no more often than every other day until the violation is cured. C.R.S. § 38-33.3-209.5(1.7)(b)(II).

Owner notice of cure: If the Owner cures the violation within the cure period, the Owner may notify the Association, and if the Owner sends visual evidence of the cure with that notice, the violation is deemed cured on the date the notice was sent. C.R.S. § 38-33.3-209.5(1.7)(b)(IV).

Fine schedule (C.R.S. § 38-33.3-209.5(1.7)): All fines are consistent with the Association's Enforcement Policy and may only be assessed after the applicable cure period has expired and the Owner has been given an opportunity for a hearing. For violations that do not threaten public health or safety, the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500.00). Fines may never be imposed on a daily basis. C.R.S. § 38-33.3-209.5(1.7)(b)(I) and (III).

Violations not threatening public health or safety (total fines for the violation capped at \$500):

Violation (CC&Rs Source)	1st	2nd	3rd	4th+
Planting or gardening outside the two-foot Unit perimeter without Board approval (Art. IX, Sec. 9)	Warning	\$100	\$250	\$500
Installation of fence, hedge, or wall not originally constructed or Board-approved (Art. IX, Sec. 9)	Warning	\$100	\$250	\$500 + required removal
Use of land or air space outside Unit lines without Board authorization (Art. IX, Sec. 9)	Warning	\$100	\$250	\$500
Placement of unauthorized structure or obstruction in Common Area (Art. IX, Sec. 4)	Warning	\$100	\$250	\$500 + required removal
Failure to maintain Owner plantings or Board-approved landscaping in neat, healthy condition (Art. VI)	Warning	\$100	\$250	\$500
Failure to remove rubbish, yard waste, or debris from premises (Art. IX, Sec. 8)	Warning	\$100	\$250	\$500
Exterior alteration or addition commenced without Architectural Control approval (Art. X)	Warning	\$100	\$250	\$500 + required removal

Violations threatening public health or safety — written notice, 72-hour cure, then fines no more often than every other day (C.R.S. § 38-33.3-209.5(1.7)(b)(II)):

Violation (CC&Rs Source)	Amount per assessment	Frequency
Condition on premises that endangers health or safety of residents or the public (Art. IX, Sec. 7; Art. VI)	Up to \$500.00	No more often than every other day until cured

Remediation costs: Where the Association performs remediation under Section 11, the actual cost of that work shall be assessed against the Owner's unit in addition to any fine imposed under this schedule.

No foreclosure based on fines: The Association shall not pursue foreclosure of an assessment lien where the debt securing the lien consists only of fines, or only of collection costs or attorney fees associated with fines. C.R.S. § 38-33.3-209.5(8)(c).

CC&Rs Enforcement (CC&Rs Article XIII, Section 1): The Association or any Owner may enforce these Rules and Regulations by any proceeding at law or equity. Failure to enforce shall not be deemed a waiver of the right to enforce thereafter.

13. Hearing Rights (CCIOA § 38-33.3-209.5(2)): Any Owner who receives a fine has the right to a hearing before the Board:

- (a) **Request:** Written request within thirty (30) days of receipt of the fine notice;
- (b) **Notice:** Board provides at least fourteen (14) days' advance written notice of the hearing;
- (c) **Process:** Conducted before an impartial decision maker; Owner may present evidence and argument;
- (d) **Decision:** Written decision within thirty (30) days of the hearing; and
- (e) **No fine during pendency:** No fine shall be imposed during the pendency of a timely-requested hearing.

14. Owner Responsibility for Tenants: Owners remain responsible for compliance with these Rules and Regulations by their tenants, occupants, and guests. Fines for violations by tenants shall be assessed against the unit owner of record. The Association is not a party to any lease agreement between an Owner and a tenant.

15. No Defense or Offset: An Owner may not withhold payment of any assessment, fine, or fee on the basis of any unrelated dispute with the Association.

16. HOA Information and Resource Center: Pursuant to C.R.S. §§ 12-10-801 and 38-33.3-209.5, owners are directed to the Colorado HOA Information & Resource Center at dre.colorado.gov/hoa-center for information on their rights and responsibilities under CCIOA.

- 17. Annual Registration:** The Association shall register annually with the Colorado Division of Real Estate under C.R.S. § 38-33.3-401. Effective October 1, 2025, HB 25-1043 expanded the information required to be reported at registration; the Board shall ensure annual registration filings reflect these requirements.
- 18. Supplement to Law:** These Rules and Regulations supplement the CC&Rs and Colorado law and do not replace them. In any conflict with the CC&Rs or Bylaws, the CC&Rs and Bylaws control except where federal law or Colorado law (including CCIOA and C.R.S. § 38-33.3-106.5) supersedes them. If any provision is found invalid, the remaining provisions continue in full force.
- 19. Modification:** The Board may amend or repeal these Rules and Regulations at any time subject to Governing Document limitations. Amendments take effect thirty (30) days after adoption and shall be distributed to all owners. The Board shall review these Rules and Regulations annually.
- 20. Definitions:** Capitalized terms carry the meanings assigned by the Declaration.
- 21. Replacement:** These Rules and Regulations supersede all prior landscaping or exterior maintenance policies adopted by the Board.
- 22. Mailing Address:** Landscaping approval requests, documentation, and all correspondence regarding these Rules and Regulations shall be submitted to:

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

The Vineyards at Vista San Juan Homeowners Association I

By: _____
[Name] [Position]

These Rules and Regulations were adopted by the Board of Directors on [Insert Date], and attested to by the Secretary of The Vineyards at Vista San Juan Homeowners Association I.

Secretary