

Date Submitted: \_\_\_\_\_

**HOA Name: Copper Creek West HOA**  
**ARCHITECTURAL REVIEW REQUEST**  
[contact@hoaservicesco.com](mailto:contact@hoaservicesco.com)

Homeowner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Please indicate a Description of the Proposed Change to Exterior of Home of Property by filling in the appropriate information:

Type of Change: (If it is a landscaping change, please see the Landscaping Section below)

\_\_\_\_ Existing Building      \_\_\_\_ Additional Building      \_\_\_\_ Fence/Wall  
\_\_\_\_ Canopy/Awning      \_\_\_\_ Roof      \_\_\_\_ Exterior Lighting  
\_\_\_\_ Other: \_\_\_\_\_

Physical Description:

Type of Material: \_\_\_\_\_ Color of Material: \_\_\_\_\_

Dimensions: \_\_\_\_\_ Height: \_\_\_\_\_

Location of proposed change: \_\_\_\_\_

Landscaping:

Please describe the proposed location of landscaping in relation to adjacent lots. Please include in your description the species and height of trees, bushes, shrubs or plants.

Please include with your submittal any pictures, paint samples, drawings, or plans which help explain the project for which you would like architectural approval.

Desired Date for Project: \_\_\_\_\_ Expected Completion Date: \_\_\_\_\_

By signing below, you acknowledge that all plans and specifications submitted to the Architectural Control Committee are in compliance in all respects with the applicable building and zoning regulations of the City of Grand Junction, County of Mesa.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Send to: Please select only 1 submission method:

1. Mail (HOA Services, 607 S. 7th St, Grand Jct, CO 81501)
2. Email ([contact@hoaservicesco.com](mailto:contact@hoaservicesco.com))
3. Portal Upload (Buildium)

Please allow 30 days for a response to your submittal. If you have any questions about the submittal process, please call HOAServices at 970-812-3192 or email at [contact@hoaservicesco.com](mailto:contact@hoaservicesco.com)

Committee Recommendations: \_\_\_\_\_

Approved: \_\_\_\_  Owner is responsible for obtaining all permits if they are required by the City of Fruita

Landscaping only: Owner is responsible to maintain the drainage according to the city of Fruita

Denied: \_\_\_\_ Reason for Denial: \_\_\_\_\_

Board Member/Officer \_\_\_\_\_ Date: \_\_\_\_\_

## ARCHITECTURAL REVIEW REQUEST

### EXHIBIT A

#### HOMEOWNER IMPROVEMENT LIABILITY AND INDEMNIFICATION AGREEMENT

This Homeowner Improvement Liability and Indemnification Agreement (“Agreement”) is made between the undersigned Owner (“Owner”) and **Copper Creek West Homeowners Association, Inc.**, a Colorado nonprofit corporation (“Association”). This Agreement is executed in connection with the Owner’s request to install or construct certain improvements on the Owner’s Lot or Unit (the “Improvements”).

#### 1. APPLICABLE LAW

This Agreement is governed by the Association’s Declaration, Bylaws, Rules and Regulations, and applicable Colorado law, including the Colorado Common Interest Ownership Act (C.R.S. § 38-33.3-101, et seq.).

#### 2. SCOPE OF IMPROVEMENTS

This Agreement applies to all Improvements, including but not limited to:

- Pergolas, patios, decks, covers, or accessory structures
- Fencing, retaining walls, and grading modifications
- Landscaping, trees, shrubs, and irrigation systems
- Any structural or non-structural addition, alteration, or modification

#### 3. OWNER RESPONSIBILITY

The Owner assumes full responsibility for:

- Design, engineering, and construction of Improvements
- Determining and obtaining all required permits, approvals, inspections, and clearances from any governmental authority
- Compliance with all applicable laws, codes, ordinances, and regulations
- Ongoing maintenance, repair, and replacement of Improvements
- Ensuring Improvements do not negatively impact drainage, soil stability, or adjacent properties

#### 4. PERMITS AND GOVERNMENTAL APPROVALS DISCLAIMER

The Association:

- Does **not** review for or ensure compliance with building codes, zoning requirements, or municipal regulations
- Does **not** determine whether permits or planning approvals are required
- Does **not** obtain permits or approvals on behalf of the Owner
- Does **not** verify that permits or approvals have been obtained
- Has **no obligation** to notify the Owner of any permit, approval, or regulatory requirement

**The Owner is solely responsible** for identifying and complying with all governmental requirements related to the Improvements.

#### 5. LIABILITY FOR DAMAGE

The Owner shall be solely and fully liable for any and all damages, losses, or injuries arising from or related to the Improvements, including but not limited to:

- Damage to the Owner’s property
- Damage to neighboring Lots, Units, or improvements
- Damage to Common Elements or Association property
- Water intrusion, drainage changes, erosion, or grading impacts
- Root intrusion, tree growth, or landscaping encroachment

This liability applies regardless of when the damage occurs, including future conditions resulting from the Improvements.

#### 6. NO ASSOCIATION LIABILITY

Approval of Improvements by the Association or its Architectural Committee:

- Does **not** constitute approval of structural integrity, safety, or design
- Does **not** verify compliance with laws, codes, or regulations
- Does **not** create any duty or liability on the part of the Association

The Association, its board members, committee members, agents, and representatives shall have **no liability whatsoever** for any damages related to the Improvements.

## 7. INDEMNIFICATION

To the fullest extent permitted under Colorado law, the Owner agrees to:

**Indemnify, defend, and hold harmless** the Association and its directors, officers, committee members, agents, and representatives from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorney fees) arising out of or related to:

- The Improvements
- Failure to obtain required permits or approvals
- Any violation of laws, codes, or regulations

## 8. INSURANCE (RECOMMENDED)

The Owner is strongly encouraged to maintain adequate homeowner's insurance coverage for the Improvements and any associated risks.

## 9. ASSOCIATION ENFORCEMENT RIGHTS

If the Improvements:

- Cause damage
- Create a nuisance
- Violate governing documents or applicable law

the Association may require correction, repair, or removal at the Owner's sole expense.

## 10. RUNNING WITH THE PROPERTY

This Agreement shall be binding upon the Owner and all future owners, successors, and assigns of the Lot or Unit.

## 11. ACKNOWLEDGMENT

By signing below, the Owner acknowledges and agrees to all terms of this Agreement and accepts full responsibility and liability for the Improvements.

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### OWNER SIGNATURE

Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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