

JUN 20 2024

Planning & Zoning



Fremont County Colorado
Department of Planning and Zoning

615 Macon Ave., Cañon City, Colorado
719-276-7360 PH / 719-276-7374 Fax
Email: Planning@fremontco.com

Accessory Dwelling Unit Application

- 1. Project Name: HOOPER ADU Fee: \$ 350.00
2. Owner(s) Name: Joshua Hoover
3. Site Address: 711 DOZIER AVU
City: Canon City State: CO Zip Code: 81212
Telephone #: 610-750-3942 Facsimile #
Email Address: jjhoover2013@gmail.com

Land Description:

Acreage: Zone District: Low Density Residential

Utility Services - Provider/Source

Water: City of Canon City Sewer: Fremont San. District
Gas: Atmos Energy Electric: Black Hills
Phone: Charter Communications Cable: Century Link

Fire Protection District / Source:

Primary & Accessory Dwelling Information:

Primary Structure Square Footage; 1,540 Accessory Dwelling Square Footage:

Attachments:

- A. Copy of the most recent recorded deed.
B. Signed Declaration of Covenant & Restriction stating ADU restrictions.
C. Written proof from the appropriate entity or service provider that water and sewer/septic services are adequate for all uses on the parcel.
D. Certified mail receipts.
E. Floor plan of ADU
F. Plot Plan Showing:
a. All structures proposed or existing with dimensions to property lines & structures.
b. All utilities for the structures, including electric, gas, water, and sanitary sewer/septic.
c. All parking areas.
d. All exterior access points

Joshua C Hoover
Applicant Printed Name

Signature Date

6-20-24

**DECLARATION OF COVENANTS AND RESTRICTIONS
TO REAL PROPERTY REGARDING AN ACCESSORY DWELLING UNIT**

This Covenant between (land owner) and the County of Fremont, State of Colorado, is hereby recorded and attached to that parcel of land as described in deed as recorded in the records of the Fremont County Clerk and Recorder's office under Reception Number _____, and described as follows:

(INSERT LEGAL DESCRIPTION)

I/We, herein, covenant and agree to the County of Fremont on behalf of ourselves and all heirs, assigns and successors of interest, into whose ownership the title to or interest in the above-described real property might transfer, as follows:

1. The owners are the sole and exclusive fee-simple owners of the above described parcel located within Fremont County, Colorado.
2. The owner(s) shall reside in the primary or accessory dwelling unit (ADU) as the principal and permanent residence at all times that the other dwelling unit is occupied. The owner(s) shall reside on the property for at least (6 months) out of the year, and at no time receive rent for, or otherwise allow a third party non-owner to reside in, the owner-occupied unit.
3. Sale of the ADU, separate from the primary dwelling, is prohibited.
4. Subdivision of the property in a manner that separates the ADU from the primary dwelling is prohibited.
5. Formal approval from Fremont County is required for modification of the size of the ADU.
6. These covenants and restrictions, shall run with the land and be binding and enforceable upon the owners and any and all of their heirs, assigns, grantees, and successors in interest into whose ownership title to the above-described real property may pass.
7. These covenants and restrictions will automatically terminate upon removal of the ADU from the parcel.
8. The provisions of these covenants and restrictions are enforceable in law or equity by Fremont County and its assigns. The Owner(s) expressly consent to and grant a private cause of action for enforcement, including damages and reasonable attorney fees, to any party is adversely affected by the failure to comply with the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
this ____ day of _____, 20____.

Owner

State of Colorado

County of _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of person acknowledged).

Notary Public

Print Name: _____

My commission expires: _____ (Seal)

Owner

State of Colorado

County of _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of person acknowledged).

Notary Public

Print Name: _____

My commission expires: _____ (Seal)

EXHIBIT A

9. ADU – ACCESSORY DWELLING UNIT

9.1. DESCRIPTION: The ADU – “Accessory Dwelling Unit” is established to provide alternative and affordable housing and productive economic use of lands within Fremont County. The purpose of the ADU is to allow ADU’s only when impacts to existing infrastructure, adjoining lands and uses, and neighborhoods are minimal and no life safety issues are created. The intent is to provide affordable housing, consistent with the Fremont County Zoning Resolution.

9.2. DEFINITION: ADU (Accessory Dwelling Unit): A small, secondary dwelling unit located on the same lot/parcel containing a larger, primary dwelling unit. An ADU contains independent living quarters with provisions for sleeping, cooking and sanitation.

9.3. GENERAL PROVISIONS:

9.3.1. ADU’s are allowed in the following zone districts: Agricultural Forestry, Agricultural Farming and Ranching, Agricultural Living, Agricultural Rural, Agricultural Estates, Agricultural Suburban, Low Density Residence, Medium Density Residence, and High-Density Residence.

9.3.2. The construction or placement of the ADU must comply with Fremont County building, sanitation, and codes, as well as all applicable federal, state and local laws and regulations.

9.3.3. ADU’s shall follow all development requirements of the zone district.

9.3.4. The ADU shall be a minimum of 250 sq. ft. and a maximum of 1,000 sq. ft., with no more than two bedrooms.

9.3.5. Construction of an ADU shall be with materials and finishes similar to those used for the primary dwelling. Modular construction shall comply with current building and sanitation codes.

9.3.6. ADU lots or parcels shall contain a minimum lot size of 43,560 sq. ft. (1 acre). All lot sizes shall meet the requirements for the zone district.

9.3.7. ADU utilities shall be connected using the meters for the primary dwelling when possible. All utility connections shall be made in conformance with the provider requirements.

9.3.8. No lot or parcel shall contain more than one ADU.

9.3.9. The property shall contain one parking space designated for the ADU.

9.3.10. Prior to issuance of a building permit for the ADU, the property owner shall execute and record a Declaration of Covenant and Restriction with the Fremont County Clerk and Recorder, which contains the legal description for the property, references the most current deed for the property and:

9.3.10.1 Prohibits the sale of the ADU separate from the primary unit;

9.3.10.2. Prohibits the subdivision of the lot/parcel in a manner that separates the ADU from the primary dwelling;

9.3.10.3. Prohibits modification of the size of the ADU; without approval from the Department;

9.3.10.4. Requires the property/land owner to live in one of the dwelling units;

9.3.10.5. States that the covenant is binding on any successors, heirs, assigns;

9.3.10.6. Creates and grants a private cause of action for enforcement;

9.3.11. Parcels containing an ADU shall use the street address for the primary dwelling, designating each unit as A and B.

9.3.12. A property owner may apply to the Department for "lawful status" designation for any ADU constructed or placed on the property prior to the date of adoption of the accessory use. Any pre-existing ADU shall conform to all applicable building and zoning codes, and applicable federal, state and local laws and regulations. The Board of Zoning Adjustment, upon a showing of good cause, may waive regulatory requirements for any ADU in existence prior to the adoption of these regulations and for any proposed ADU.

9.3.13. ADU shall have lawfully connected utility services (water, sanitation, electric, gas). The property owner shall provide written documentation from an entity with appropriate jurisdiction, that the potable water and sanitation/septic systems are adequate for all uses on the parcel.

9.3.14. The ADU shall be used for residential purposes only.

9.3.15. The ADU (separate structure only) shall be placed no less than ten (10) feet from the rear of the primary dwelling.

9.4. APPLICATION REQUIREMENTS:

9.4.1. An application form as provided by the Department with the required application fee.

9.4.2. A copy of the deed showing ownership of the parcel.

9.4.2.1. A signed Declaration of Covenant and Restriction stating ADU restrictions shall be completed and recorded prior to issuance of a building permit.

9.4.2.2. Written proof from the appropriate entity or service provider that water and sewer/septic services are adequate for all uses on the parcel.

9.4.2.3. The Applicant shall notify adjoining property or lot owners of the intent to establish an ADU. Comments will be reviewed by the department. If any comments state a valid, lawful objection to the ADU, the ADU application will be referred to the Board of County Commissioners for review at a public meeting.

9.4.2.4. A plot plan showing:

9.4.2.4.1. All structures proposed or existing with dimensions to property lines.

9.4.2.4.2. All utilities for the structures, including electric, gas, water, and sanitary sewer/septic.

9.4.2.4.3. All parking areas.

9.4.2.4.4. All exterior access points.

9.4.2.5. Floor plan of the ADU.

9.3.10.6. Creates and grants a private cause of action for enforcement;

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9.4.2.4.3. All parking areas.

9.4.2.4.4. All exterior access points.

9.4.2.S. Floor plan of the ADU.

WARRANTY DEED

THIS DEED, made this 30th day of April, 2021, between Mahlon Stoltzfus and Anna Stoltzfus of the County of Oconee and State of South Carolina, grantor(s), and Joshua C. Hoover and Jenna R. Hoover whose legal address is 711 Dozier Avenue, Canon City, CO 81212 of the County of Fremont and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, as JOINT TENANTS, all the real property, together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado, described as follows:

Lot 3, Penmoor Park Filing II, County of Fremont, State of Colorado.

also known by street and number as: 711 Dozier Avenue, Canon City, CO 81212

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any, subject to the statutory exception as defined in C.R.S. §38-30-113, revised.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Mahlon Stoltzfus
Mahlon Stoltzfus

Anna Stoltzfus
Anna Stoltzfus

State of South Carolina)
County of Oconee) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of April, 2021 by Mahlon Stoltzfus and Anna Stoltzfus.

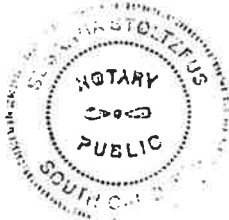
My Commission expires:

Witness my hand and official seal.

Susanna Stoltzfus
Notary Public

DOC FEE: \$49.00

Susanna Stoltzfus
NOTARY PUBLIC
State of South Carolina
My Commission Expires 7/8/2030



WARRANTY DEED

THIS DEED, made this 30th day of April, 2021, between Mahlon Stoltzfus and Anna Stoltzfus of the County of Oconee and State of South Carolina, grantor(s), and Joshua C. Hoover and Jenna R. Hoover whose legal address is 711 Dozier Avenue, Canon City, CO 81212 of the County of Fremont and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **TEN DOLLARS AND 00/100 (\$10.00)**, AND **OTHER GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, as **JOINT TENANTS**, all the real property, together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado, described as follows:

Lot 3, Penmoor Park Filing II, County of Fremont, State of Colorado.

also known by street and number as: **711 Dozier Avenue, Canon City, CO 81212**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any, subject to the statutory exception as defined in C.R.S. §38-30-113, revised.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Mahlon Stoltzfus
Mahlon Stoltzfus

Anna Stoltzfus
Anna Stoltzfus

State of South Carolina)
County of Oconee) ss.

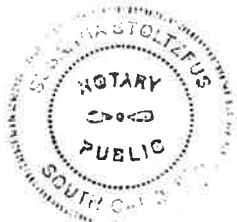
The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of April, 2021 by Mahlon Stoltzfus and Anna Stoltzfus.

My Commission expires:

Witness my hand and official seal.
Suzanna Stoltzfus
Notary Public

DOC FEE: \$49.00

Suzanna Stoltzfus
NOTARY PUBLIC
State of South Carolina
My Commission Expires 7/8/2030



SPECIAL WARRANTY DEED

THIS DEED, made this 17th day of December, 2021, between

Grant W. Lewis and Cindie JoLeen Lewis

of County of Fremont, State of Colorado, grantor, and

L. Duane Bergey and Michele D. Bergey, in Joint Tenancy

whose legal address is 3426 Church Road, Gilbertsville, PA 19525, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of THREE HUNDRED FORTY THOUSAND AND 00/100 (340,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common, but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the county of Fremont and State of Colorado described as follows:

Lot 2, Penmoor Park Filing No. II, County of Fremont, State of Colorado

as known by street and number as: 715 Dozier Avenue, Cañon City, CO 81212

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the grantee(s) and his heirs and assigns forever. The grantor(s), for themselves, and their heirs and personal representatives or successors, do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantor(s), heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.



Grant W. Lewis


Cindie JoLeen Lewis

STATE OF COLORADO
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 15th day of December, 2021, by Grant W. Lewis and Cindie JoLeen Lewis.



Notary's Official Signature

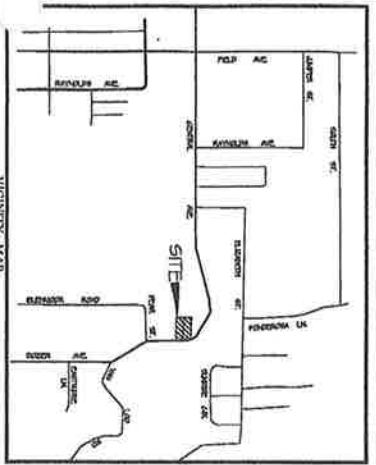
My Commission Expires:

DONNA PRATT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074041917
MY COMMISSION EXPIRES NOVEMBER 8, 2023

EXISTING CONDITIONS

HOOPER ULA

A LOT LINE ADJUSTMENT OF LOTS 2 AND 3, PENNMOOR PARK FILING II
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, T. 18S, R. 70W, 6TH P.M.
 COUNTY OF FREMONT, STATE OF COLORADO



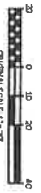
CONVERSE COUNCIL AREA

CONVERSE	LOT AREA	PERCENTAGE
LOT 2A	14,021	7.2%
LOT 3A	44,429	7.2%

(CONVERSE INCLUDES APPROXIMATE SUBSTANCE, I.E. DISTANCE AND POINTS OF VIEW)

1. ALL LOCATION SERVICES WERE CONTRACTED FROM THE INFORMATION OF THE PLAN, UNLESS OTHERWISE NOTED. THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR AND THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR AND THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR.
2. THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR AND THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR AND THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR.
3. THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR AND THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR AND THE LOCATION SERVICES WERE PROVIDED BY THE SURVEYOR.

SCALE TYPE
 SHAW CLAY CLAY LAM
 1/2" = 100'
 FROM FREMONT COUNTY 689



ARTHUR J. JENSEN
 CIVIL ENGINEER
 LICENSE NO. 11212
 FREMONT, COLORADO
 RICHARD W. JOHNSON
 SURVEYOR
 LICENSE NO. 11212
 FREMONT, COLORADO

