

MEMORANDUM

TO: JOHN SHAVER
FROM: LINDA WEITZEL *w*
DATE: APRIL 20, 1990
RE: COTTONWOOD MEADOWS

As we discussed on April 19th, there are several problems with Cottonwood Meadows Mobile Home Estates located approximately south of Orchard Avenue and east of Willow Road, west of Normandy Drive and north of Texas Avenue. This subdivision began development in 1966 and continued through the early 70's. The Planning Department has very little information about the development of this project.

On March 21, 1990, Donald & Patricia Turley applied for a boundary line adjustment at 535 Willow Road in Cottonwood Meadows. During the review process, it was determined that the two lots involved in the adjustment were nonconforming due to minimum lot size. The area is zoned RSF-8. The minimum lot size is 4000 square feet. The total area of these two lots was 7865.87 square feet.

When a site check was done, the following information was noted:

1. The pad for the easterly lot appeared to be on the ten foot easement.

2. Because of the existing concrete, it was difficult to follow the boundary line on the easterly lot. The proposed configuration for this lot equalled an area of approximately 2,746.25 square feet.

3. Although the site plan did not show the location of the pads or of the existing mobile home (located on the westerly lot), it appeared that part of the existing mobile extended into the adjoining property to the north.

4. This westerly lot is a corner lot, therefore, it has two front yard setback requirements. This limits the size of the mobile home that can be placed there. The square footage on the proposed lot is approximately 5,119.62 square feet.

Historically, Cottonwood Meadows has been difficult to deal with. The average lot size is approximately 4000 square feet. However, with the easements and setback requirements, newer mobile homes don't always fit on these lots. The policy has been to allow a unit on a lot as long as it is no greater in size than the previous unit. Of course, we don't always have that information, and we take the word of the applicant.

The following is an example of what can fit on a 40 X 100 foot lot:

The frontyard setback is 20 feet from property line;
The rearyard setback is 15 feet from property line;
The sideyard setback is 5 feet from property line;

Adding the 20 and 15 foot setbacks equals 35 feet. On a hundred foot lot, the maximum length of a mobile home that would fit is 65 feet. The width is less of a problem, subtract the sideyard requirement from 40 feet leaves 30 feet. The newer single wides are a minimum of 14 feet wide, 56 feet long. The smaller double wides are approximately 28 X 36. These calculations do not reflect any easements or corner lot situations.

What does this mean? A unit longer than 65 feet does not fit on most of the lots in Cottonwood Meadows. Double wides can take up most of area of a lot. John & Mary Q. Public do not always know or understand this when he/she rents or buys a lot there. We have allowed people to go to a 10 foot rearyard setback and less than 20 in front. This does not solve the problem; it only prolongs it.

Strategies to explore available options are as follows:

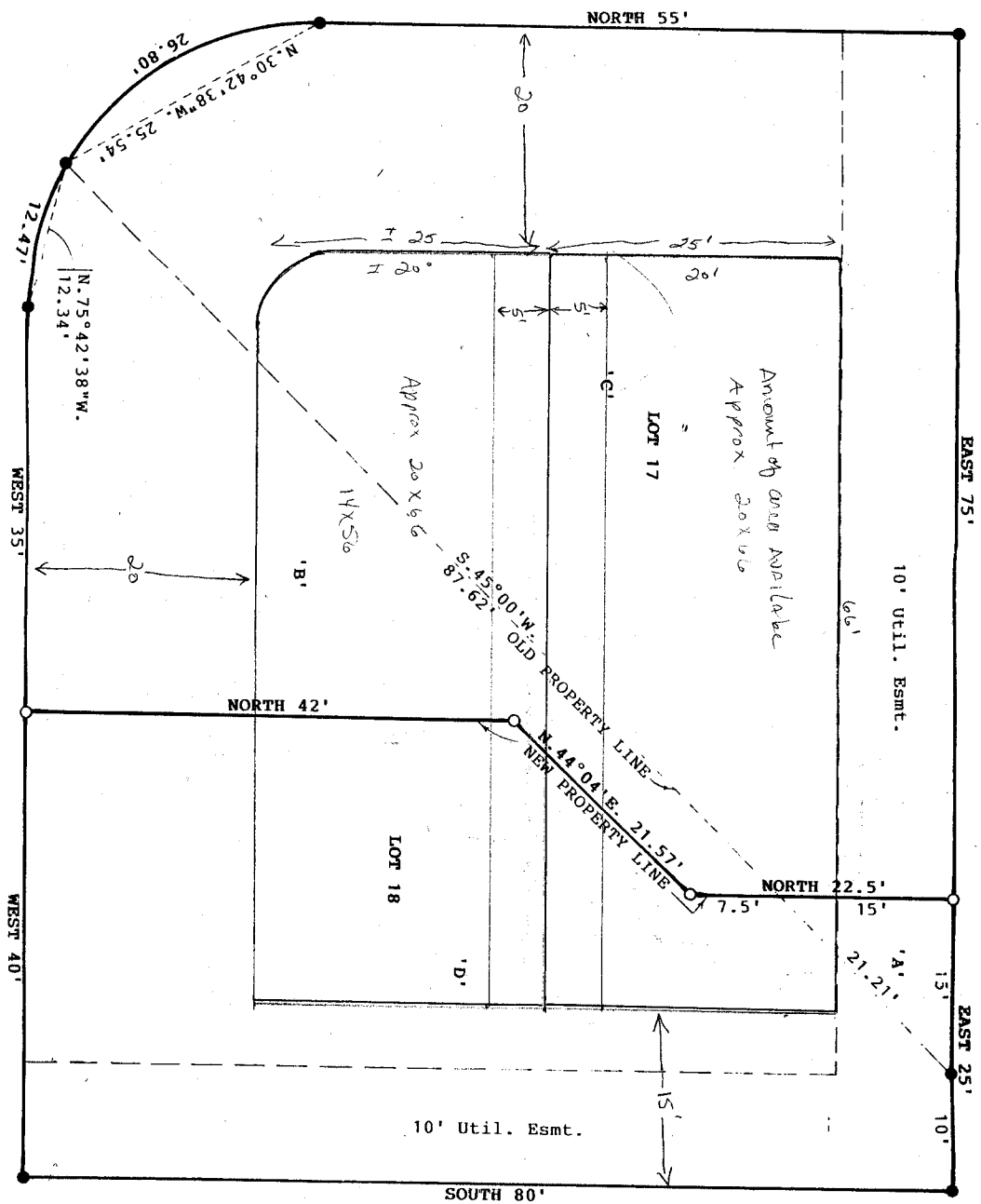
1. Research available information on Cottonwood Meadows. This includes old Planning Commission/City Council minutes; Codes that were in force at that time; covenants; and easement information for underground utilities.
2. Notifying property owners of record of our concerns.
3. Field work is necessary to determine the location of property lines and easements of record; to measure distances to pads and mobile homes; and to determine how many homes are nonconforming at this time and by how much. ,

Obviously, this could be a real can of worms that we open up. There are several more lots in Cottonwood Meadows that have the same configuration as the Turley lots. Because of the placement of the pads and location of the homes, there may be several encroachments in this subdivision. There may not be anything that the City can or chooses to do about these. The development of an overlay zone, or rezone procedure may correct some of the setback problems.

Meanwhile, I have put the Turley's boundary line adjustment on hold, pending direction. The Turley's are aware of the hold on the application, but have requested that they be kept informed of any plans or decisions regarding Cottonwood Meadows. I did tell them that they could continue using the lots as they have historically been used. The Turley's are aware of some of the risks involved with having the mobile home set up on the easement and that the lot is nonconforming to today's Code.

xc: Jim Shanks
Karl Metzner
File

28 1/2 ROAD



Recorded at 1:45 o'clock P.M. Nov 3, 1972

Reception No 1034907 Annie M. Dunston, Recorder

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that THOMAS J. BRIMHALL, Owner of Cottonwood Meadows Subdivision, Mesa County Colorado, in order to protect and insure the beauty and value of said Cottonwood Meadows Subdivision, for himself, his heirs, successors and assignees, imposes and charges all lots located in said Cottonwood Meadows Subdivision, with the following restrictions and covenants, to wit;

1. All lots in the said Cottonwood Meadows Subdivision shall be known and described as "RESIDENTIAL BUILDING LOTS". No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and a garage for not more than two (2) cars.
2. No building or modular home shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade. The Architectural Control Committee shall consist of Elaine P. Brimhall 542 - 28 1/2 Road, Grand Junction, Colorado; Stanley Anderson 1720 North 15th, Grand Junction, Colorado; and Thomas J. Brimhall 542 28 1/2 Road, Grand Junction, Colorado. The majority of this committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Any and all members of the committee shall serve without any compensation for services rendered to these covenants. At any time, the then recorded owners of a two-thirds majority of the lots may change, cancel or amend through a duly recorded instrument the membership of the committee any or all of the Restrictive Covenants as recited herein. The committee by majority shall approve or disapprove any such plans in writing within thirty days after plans and specifications have been submitted. In the event the committee or its designated representatives fails to approve or disapprove within thirty days after plans and specifications have been submitted to said committee and provided such plans and specifications are in accordance with the ordinances and regulations of the City of Grand Junction and a building permit has been duly issued, approval will not be required and the related covenants shall be deemed to have been fully complied with.
3. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder and or developer to advertise the property during the construction and development.
4. No farm animals or other animals of any kind except those commonly considered household domestic pets shall be kept on a temporary or permanent basis on the lots; further, such household domestic pets shall be limited to two in number, and said pets may not be kept for breeding, training or any other commercial purpose.
5. It being the intention of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be constructed on the date that these covenants are recorded, none shall be placed or constructed on any of the lots except as approved under the Uniform Building Code and in accordance with the ordinances and regulations of the City of Grand Junction, County of Mesa, State of Colorado, except that the main structure exclusive of any out buildings, porches or garage shall not be less than 900 square feet of ground floor area.
6. All buildings on any lot shall be located on each lot in conformity to and in no event less than the minimum requirements as provided by the ordinances and regulations of the City of Grand Junction, County of Mesa, State of Colorado. In no event are these covenants intended to permit an incroachment from one lot onto another lot.
7. No fence, wall or other such structure shall be erected or placed upon any lot except the chain link type fence which may be louvared, not to exceed four feet in height from the existing ground level, any such fence when installed shall be done only in accordance with the ordinance and regulations of the City of Grand Junction, County of Mesa, State of Colorado.
8. These restrictive covenants shall run with the land and shall be binding on all parties and persons claiming under them from the date recorded until October _____ 1982 and shall be automatically extended for successive periods of ten years, unless an instrument duly signed and notarized by a majority of the then owners of a two-thirds majority of said lots agreeing to change, terminate or amend these covenants in whole or in part. Enforcement of any or all of these covenants against any person or persons violating or attempting to violate these covenants or to recover damages shall be by proceedings by law or in equity. In violation of any one or more of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect. Dated this 20 day of October 1972.

NOV 3 1972 Time 1:45 Book 985 Page 518 #1034907

RICHARD B. WILLIAMS
 NOTARY PUBLIC
 STATE OF COLORADO
 My Comm. Expires 10/31/80

The foregoing was acknowledged before me this 20th day of October, 1972, by Thomas J. Brimhall.
 Witness my hand and seal.

Thomas J. Brimhall
 THOMAS J. BRIMHALL, Owner of
 Cottonwood Meadows Subdivision
 Mesa County, Colorado

Richard B. Williams

Restrictive covenants for Cottonwood Meadows Mobile Home Estates, Second Addition as recorded November 3, 1972 in Book 985 at page 515.

1. No structure shall be erected, altered, placed or permitted to remain on any of the lots except for one single-family mobile home which shall have not less than 550 square feet of floor space, and a minimum of 12 feet wide, an aluminum attached awning, a one-car or two-car aluminum carport and a painted storage cabinet not to exceed 100 square feet of floor space, all or any of which must be in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.

2. Each such mobile home placed upon any lot, shall, within 60 days after such placement, be equipped with a skirt of painted aluminum, painted masonry or masonry having a finished exterior surface, which skirt shall extend from the ground level to the lower frame level of each and every such mobile home, all or any of which must be in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.

3. No boat, boat trailer, travel trailer, camper, non operative vehicle, or unlicensed vehicle of any type shall be parked or permitted to remain on any of the lots on either a temporary or permanent basis.

4. No farm animals or other animals of any kind except those commonly considered household domestic pets shall be limited to two in number and said pets may not be kept for breeding, training or any other commercial purpose.

5. No fence, wall or other such structure shall be erected or placed upon any lot except the chain link type fence which may be louvared, not to exceed four feet in height from the existing ground level, any such fence when installed shall be done only in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.

6. Any mobile home placed upon any of the lots shall not connect to the sewer line except with a rigid type connecting sewer line and when installed shall not have any temporary connections or fittings and must be installed in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.

The aforementioned covenants and restrictions shall run with the land of Cottonwood Meadows Mobile Homes Estates Second Addition, Mesa County, State of Colorado, until October 1, 1982, at which time said covenants and restrictions shall terminate and be of no further force or effect, provided, however, that prior to October 1, 1982, by the mutual agreement of three-fourths of the lot owners, said covenants and restrictions may be altered, amended or terminated; and provided further that prior to October 1, 1982, by the mutual agreement of three-fourths of the lot owners that the force and effect of the aforementioned covenants and restrictions may be extended to such future time as the law may allow;

The aforementioned covenants and restrictions shall be binding upon all lot owners, their heirs, representatives, successors and assigns. Any owner of any lot in Cottonwood Meadows Mobile Homes Estates, Second Addition, Mesa County, Colorado, may bring an action at law or in equity either for an injunction, an action for damages or such remedy as may be available, in the event of any violation or threatened violation of any of the aforementioned covenants and restrictions herein contained.

Original

Restrictions for Cottonwood Meadows Mobile Home Estates, First Addition recorded July 29, 1971 in Book 961 at page 906.

1. No structure shall be erected, altered, placed or permitted to remain on any of the lots except for one single-family mobile home which shall have not less than 600 square feet of floor space, an aluminum attached awning, a one-car or two-car aluminum carport, and an painted storage cabinet not to exceed 100 square feet of floor space, all or any of which must be in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.
2. Each such mobile home placed upon any lot, shall, within 60 days after such placement, be equipped with a skirt of painted aluminum, painted masonry or masonry having a finished exterior surface, which skirt shall extend from the ground level to the lower frame level of each and every such mobile home.'
3. No boat, boat trailer, travel trailer, camper, non operative vehicle, or unlicensed vehicle of any type shall be parked or permitted to remain on any of the lots on either a temporary or permanent basis.
4. No farm animals or other animals of any kind except those commonly considered household domestic pets shall be kept on a temporary or permanent basis on the lots, further, such household domestic pets shall be limited to two in number, and said pets may not be kept for breeding, training or other commercial purpose.
5. No fence, wall or other such structure shall be erected or placed upon any lot except the chain link type fence which may be louvered, not to exceed four feet in height from the existing ground level, any such fence when installed shall be done only in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.
6. Any mobile home placed upon any of the lots shall not connect to the sewer line except with a rigid type connecting sewer line and when installed shall not have any temporary connections or fittings, and must be installed in accordance with the Ordinances and Regulations of the City of Grand Junction, County of Mesa, State of Colorado.

The aforementioned covenants and restrictions shall run with the land of Cottonwood Meadows Mobile Homes States, First Addition, Mesa County, State of Colorado, until July 1, 1981 at which time said covenants and restrictions shall terminate and be of no further force or effect, provided, however, that prior to July 1, 1981 by the mutual agreement of three-fourths of the lot owners, said covenants and restrictions may be altered, amended or terminated; and provided further that prior to July 1, 1981 by the mutual agreement of three-fourths of the lot owners that the force and effect of the aforementioned covenants and restrictions may be extended to such future time as the law may allow.

The aforementioned covenants and restrictions shall be binding upon all lot owners, their heirs, representatives, successors and assigns. Any owner in any lot in Cottonwood Meadows Mobile Homes Estates, First Addition, Mesa County, Colorado may bring an action at law or in equity, either for an injunction, an action for damages or such remedy as may be available, in the event of any violation or threatened violation of any of the aforementioned covenants and restrictions herein contained.

RESTRICTIONS COTTONWOOD MEADOWS MOBILE HOME ESTATES

It is mutually agreed by the parties hereto and their heirs, personal representatives, and assigns that no structure shall be erected, altered, placed or permitted to remain on the above described lot except for one single-family mobile home and a one-car or two-car attached carport; that no mobile home shall be placed or permitted to remain upon said lot if it shall have less than 470 square feet of living space; that every mobile home placed upon said lot shall be equipped with a skirt of painted aluminum, painted masonry or masonry having a finished exterior surface, which skirt shall extend from ground level to the lower frame level of each and every such home; that in order to preserve and protect the desirability, beauty and value of all the land in said subdivision for the benefit of all the owners thereof, all conveyances by the parties hereto, their heirs, personal representatives and assigns of any lots in said subdivision shall contain the restrictions set forth in this clause; that such restrictions shall remain and be in full force and effect until July 1, 1977; but shall terminate and be of no further force or effect from and after July 1, 1977; that these covenants shall be construed as running with the land:

Subject to Record of Record

RU: 916, 859

All 6 Lot 1 BK 2

18 BK 3

11 BK 2

16 BK 3



Grand Junction Planning Department
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430

May 16, 1990

Mr. & Mrs. Donald Turley
535 Willow Road
Grand Junction, CO 81501

Dear Mr. & Mrs. Turley:

In reference to the boundary line adjustment that you applied for on March 21, 1990, this Department cannot approve it as submitted.

The original two lots are both smaller than what the current Zoning & Development Code requires which is 4000 square feet. At the time that Cottonwood Meadows was approved, the required lot size was greater than the current code. Lot 17 is approximately 3882.42 square feet and Lot 18 is approximately 3983.50 square feet.

The proposed adjustment to Lot 17 makes that lot approximately 5119.62 square feet. Lot 18, as proposed, would be approximately 2746.15 square feet. Although one lot then comes into compliance, the second lot is made more nonconforming by this proposed boundary line adjustment. Therefore, I cannot recommend approval for this proposal.

If you have further questions, please call this Department. I will be out of town until May 29th. I would be glad to talk with you after I return.

Sincerely,

Linda A. Weitzel
Linda A. Weitzel
Planning Technician

cc: Karl Metzner
John Shaver
File