**HOMEOWNER DECLARATION OF LAND USE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTABLISHMENT OF AN ACCESSORY DWELLING UNIT IN THE CITY OF SAINT PAUL, MINNESOTA**

This Homeowner Declaration of Land Use Covenants, Conditions, and Restrictions for Establishment of an Accessory Dwelling Unit (“Declaration”) is made this \_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Saint Paul, Minnesota 55\_\_\_, (hereinafter, the “Declarant”).

**Recitals**

WHEREAS, Declarant is the owner in fee simple or in equity of that real property commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Saint Paul, Ramsey County, Minnesota, and legally described in Exhibit A (hereinafter, the “Property”), and

WHEREAS, Declarant desires to establish on the Property an accessory dwelling unit (hereinafter “ADU”) as defined, permitted, and regulated under Saint Paul Legislative Code § 65.913, as amended from time to time (hereinafter, the “Code”); and

WHEREAS, Declarant understands that the ADU on the Property shall only be occupied in compliance with the requirements of the Code and this Declaration;

NOW THEREFORE, Declarant, in consideration of the benefits to be derived by Declarant in obtaining a building or zoning permit from the City of Saint Paul (“City”) for construction and occupancy of the ADU on the Property, understands and hereby declares that the Property shall be held, occupied, improved, transferred, sold, leased and conveyed, subject to the covenants, conditions, and restrictions as set forth herein in perpetuity , which covenants, conditions, and restrictions shall be binding upon all persons acquiring, owning or occupying any interest in the Property, including Declarant and Declarant’s grantees, successors, heirs, and assigns, and which shall be deemed to run with the land, as follows:

1. The ADU shall be designed, constructed, used, and occupied only in full compliance with the standards and conditions of the Code, a current copy of which is attached hereto as Exhibit B and made a part of this Declaration.

2. The ADU or the principal dwelling unit on the Property shall at all times be occupied as the permanent and principal residence of the fee simple or equitable owner(s) of record of the Property and the Declarant shall not use the Property for commercial, speculative or rental purposes.

3. Upon the failure to fully comply with the requirements of sections 1 and 2 above, all occupants of the ADU shall immediately move from the ADU, and the ADU shall remain vacant and unoccupied until the failure is cured and City gives written notice of compliance to the then fee simple or equitable owner(s) of the Property.

4. The City is the representative of the general public and all other persons or entities also benefited by the covenants, conditions and restrictions set forth in this Declaration insofar as the enforcement, construction, interpretation, amendment, release and termination of such covenants, conditions and restrictions are concerned. This designation and appointment shall also run with the Property and is hereby made and agreed to by the Declarant, and its grantees, successors, heirs, and assigns. The provisions of this Declaration cannot be amended, terminated or released except by way of an instrument in writing duly executed by the City.

5. In the event of a violation or an attempted violation of any of the covenants, conditions and restrictions set forth in this Declaration, the City may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin such violation, or to specifically enforce the covenants, conditions and restrictions, or to recover monetary damages caused by such violation or attempted violation. No delay in enforcing the provisions of said covenants, conditions and restrictions as to any breach or violation shall impair, damage or waive the right to enforce the same, or to obtain relief against or recover for the continuation or repetition of such breach or violation, or any similar breach or violation thereof at any later time or times. The City shall be entitled to recover its reasonable attorney’s fees, costs and expenses in bringing any proceedings or legal actions under this Declaration.

6. This Declaration shall be governed and interpreted by the laws of the State of Minnesota.

IN WITNESS WHEREOF, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

 ) ss.

COUNTY OF RAMSEY )

 This instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (a single person)(married to \_\_\_\_\_\_\_\_\_\_\_\_).

Notary Public

STATE OF MINNESOTA )

 ) ss.

COUNTY OF RAMSEY )

 This instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (a single person)(married to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Saint Paul

City Attorney’s Office

Room 400 City Hall

Saint Paul, Minnesota 55102

Exhibit A

Legal description of property.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit B

Sec. 65.913. - Dwelling unit, accessory.
A secondary dwelling unit, subordinate to a principal one-family dwelling, within or attached to a one-family dwelling or in a detached accessory building on the same zoning lot, with the property owner of record occupying either the principal dwelling unit or the accessory dwelling unit as their permanent and principal residence.

Standards and conditions:
 (a) Minimum lot size. For accessory dwelling units located in an accessory structure, the lot shall be at least five thousand (5,000) square feet in area.
 (b) Number of accessory units. There shall be no more than one (1) accessory dwelling unit on a zoning lot.
 (c) Compliance with other city, local, regional, state and federal regulations. Pursuant to section 60.109 of the Zoning Code, all accessory dwelling units must comply with city, local, regional, state and federal regulations.
 (d) Unit occupancy.
 (1) The total occupancy of the principal dwelling unit and accessory dwelling unit
 shall not exceed the definition of family in section 60.207 allowed in a single
 housekeeping unit.
 (2) Using the form provided by the city, the property owner shall execute a
 declaration of land use restrictive covenants and owner's warranties creating
 certain covenants running with the land for the purpose of enforcing the
 definitional requirement of owner occupancy and standards and conditions
 of this subsection and file the same with the county recorder. The property
 owner must deliver an executed original of the declaration, which shall
 display its date and document number of record, to the zoning administrator
 before any city building or zoning permits required for the accessory dwelling
 unit can be issued.
 (3) The property owner shall file an annual affidavit with the zoning
 administrator verifying continued owner-occupancy of the property as their
 permanent and principal residence, and identifying the owner-occupied
 dwelling unit. A fee shall be collected in accordance with section 61.302.
 (4) At the request of the property owner and upon inspection finding the
 accessory dwelling unit has been removed, the zoning administrator shall
 record a release of any previously recorded covenant for that accessory
 dwelling unit. Any and all filing costs shall be the responsibility of the
 property owner.

(e) Unit size. The floor area of the accessory unit shall be a maximum of eight hundred (800) square feet. If the accessory unit is located interior to the principal structure, the principal structure shall have a minimum floor area of one thousand (1,000) square feet and the accessory unit shall not exceed one-third (⅓) of the total floor area of the structure. For multi-story principal structures built prior to the enactment of this section, the maximum floor area of an accessory dwelling unit may be equal to that of the first floor, but shall be less than or equal to fifty (50) percent of the floor area of the structure.
 (f) Access and entrances.
 (1) A walkway shall be provided from an abutting public street to the primary
 entrance of the accessory dwelling unit.
 (2) Upper floor units within the principal structure shall have interior stairway
 access to the primary entrance of the unit. Secondary stairways required for
 fire safety may be located on the exterior of the side or rear of the building,
 but shall not be allowed on the front of the building.
 (3) Exterior stairways shall be built of durable materials that match the finish of
 the principal structure or accessory building to which they are attached. Raw
 or unfinished lumber shall not be permitted.
 (g) Parking. Provided that the minimum parking requirement for the principal one-family dwelling on the lot is met, no additional parking is required.
 (h) Ownership. The accessory dwelling unit shall not be sold separately from the principal dwelling unit, and may not be a separate tax parcel.

(Ord 16-13, § 3, 9-14-16; Ord 18-28, § 1, 10-17-18)

CONSENT OF MORTGAGE/LIEN HOLDER

The undersigned is the holder of a mortgage/lien recorded on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_ in the office of the Ramsey County Recorder or Registrar of Titles as Document No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The undersigned hereby consents to the execution and recording of the Declaration to which this consent is attached and agrees that the Declaration is prior and superior to the interest of the undersigned on the Property even though the Declaration may be recorded subsequent to the filing of the undersigned’s interest in the Property described in the Declaration.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_, 20\_\_

STATE OF MINNESOTA )

 ) ss.

COUNTY OF RAMSEY )

 This instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Minnesota \_\_\_\_\_\_\_\_\_\_\_, on behalf of such entity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public