

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

This Homeowner Declaration of Land Use Covenants, Conditions and Restrictions for Establishment of an Accessory Dwelling Unit (“Declaration”) is made this ____ day of _____, 20__ by _____ whose mailing address is _____, St. Francis, MN 55070, (hereinafter, the “Declarant”).

WHEREAS, Declarant is the owner in fee simple or in equity of that real property commonly known as _____, St. Francis, Anoka County, Minnesota and legally described in Exhibit A (hereinafter, the “Property”)

WHEREAS, Declarant desires to establish on the Property an accessory dwelling unit (hereinafter, “ADU”) as defined, permitted and regulated under City of St. Francis Code Section Chapter 10 – Division 68 and Chapter 4 – Section 6, as amended from time to time (hereinafter, the “Code”).

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 St. Francis (hereinafter, the “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 restricts 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 part of this Declaration.

2. The ADU of 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 purposes.

3. Upon the failure to 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 be the Declarant, and its grantees, successors, heirs and assigns. The provisions of the 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 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 proceeding 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 _____, 20__

Signature Date

Signature Date

Printed Name

Printed Name

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT B – CITY OF ST. FRANCIS, MINNESOTA
CITY CODE FOR ACCESSORY DWELLING UNITS

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