**HOMEOWNER DECLARATION OF LAND USE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTABLISHMENT OF AN ACCESSORY DWELLING UNIT**

**IN THE CITY OF FRIDLEY, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Declarant”).

**Recitals**

WHEREAS, Declarant is the owner in fee simple or in equity of that real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Fridley, Anoka County, Minnesota, and legally described on Exhibit A (the “Property”), and

WHEREAS, Declarant desires to establish on the Property an accessory dwelling unit (“ADU”) as defined, permitted, and regulated under Fridley City Code § 205, as amended from time to time (the “Code”); and

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

Declarant, in consideration of the benefits to be derived by Declarant in obtaining a building or zoning permit from the City of Fridley (“City”) for construction and occupancy of the ADU on the Property, and other good and valuable consideration, hereby agrees as follows:

1. Declarant 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.
2. This Declaration shall run with the land and shall insure to the benefit of the respective parties and their grantees, successors, heirs, assigns, and representatives.

3. The ADU shall be designed, constructed, used, and occupied only in full compliance with the standards and conditions of the Code including § 205.04.05.e, a current copy of which is attached hereto as Exhibit B and made a part of this Declaration.

4. 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 or speculative purposes, and the Property shall not be used by any tenants of the Property for the foregoing purposes.

5. Upon the failure to fully comply with the requirements of paragraphs 3 and 4, above, the non-compliant unit(s) shall be vacated within 30 days or another reasonable time as ordered by the City. The non-compliant unit(s) shall remain vacant and unoccupied until the failure is cured and City gives written notice of compliance to the owner(s) of the Property.

6. 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. The provisions of this Declaration cannot be amended, terminated, or released except by way of an instrument in writing duly executed by the City.

7. 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 attorneys’ fees, costs and expenses in bringing any proceedings or legal actions under this Declaration.

8. 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 Print name

STATE OF MINNESOTA )

 ) ss.

COUNTY OF ANOKA )

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

Notary Public

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

Signature Print name

STATE OF MINNESOTA )

 ) ss.

COUNTY OF ANOKA )

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

[Owner name]

[owner address]

Fridley, MN 55432

Exhibit A

Legal Description of Property.

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

PID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit B

Sec. 205.04.05.e - ACCESSORY BUILDINGS AND STRUCTURES.
Detached single family dwellings may have an Accessory Dwelling Unit (ADU). ADUs shall comply with all of the following requirements:

1. An accessory dwelling unit shall only be permitted on a lot with a detached single-family dwelling. No accessory dwelling unit shall be permitted upon a lot on which more than one residential dwelling is located.
2. There shall be no more than one accessory dwelling unit permitted per lot.
3. The accessory dwelling unit shall not be sold or conveyed independently of the principal residential dwelling and may not be on a separate tax parcel. A parcel with a principal structure and an ADU may not be subdivided through any means including, but not limited to, filing of a plat, a waiver of platting, lot split, a Common Interest Community, or a registered land survey.
4. Either the ADU or the principal dwelling shall be occupied by the property owner. There should be a restriction recorded against the property requiring owner occupancy with respect to at least one of the units. A rental license for the non-owner-occupied unit is required.
5. An accessory dwelling unit shall be no more than 50 percent of the finished square footage of the principal structure. Notwithstanding this provision, if the accessory dwelling unit is completely located on a single floor of a preexisting structure, the City Manager or their designee may allow increased size in order to efficiently use all floor area on a single floor.
6. The accessory dwelling unit shall contain a minimum of 250 square feet of habitable space.
7. The exterior appearance of the accessory dwelling unit shall be architecturally compatible with principal structure’s siding, color schemes, roofing materials, roof type and roof pitch.
8. The accessory dwelling unit shall have a separate address from the principal structure and shall be identified with address numbers assigned by the City.
9. A detached accessory dwelling unit shall have a water and sewer connection to directly to the respective utility main within the public right of way, or if direct connection is impractical, to the existing water and sewer connection at a location on the service to the principal structure. Utility service shall be in conformance with building codes and utility provider requirements.
10. Accessory dwelling units in combination with their associated principal structure must conform to Zoning Code requirements for single family dwellings, including but not limited to setback, height, impervious surface, curb cut and driveway, and accessory structure standards. The accessory dwelling unit must meet current Building, Plumbing, Electrical, Mechanical, and Fire Code provisions including there must be fire or emergency vehicle access to the accessory dwelling unit.
11. Any exterior stairway which accesses an accessory dwelling unit above the first floor shall be located in a way to minimize visibility from the street and, to the extent possible, from neighboring property.
12. Balconies and decks above the ground floor shall not directly face an adjacent residential property’s interior side yard or interior rear yard, but may face a public right of way, waterway or nonresidential property. Rooftop decks for an accessory dwelling unit are not allowed.
13. The home and the accessory dwelling unit together must have adequate off-street parking for any use on the lot. Parking spaces may be garage spaces or paved outside parking spaces.
14. Detached accessory dwelling units shall also comply with the following additional requirements:
	1. For construction of a new detached building, the accessory dwelling unit shall be separated from the principal structure by a minimum of five feet; and
	2. The accessory dwelling unit shall be located on a frost-protected foundation.
15. Accessory dwelling units that are detached from the principal structure shall comply with the regulations for accessory structures set forth in Section 205.04 (5) of the Zoning Code (General Provisions for Accessory Buildings & Structures) with the following exceptions:
	1. Detached accessory dwelling units shall be located a minimum of 10 feet from any side or rear lot line, unless the rear lot line is adjacent to an alley, in which case the setback may be reduced as provided for in Section 205.04(5) of the Zoning Code.
	2. An accessory dwelling unit constructed above a detached garage shall not exceed 21 feet in height. Detached accessory dwelling units not constructed above a garage shall comply with the applicable height limit for accessory structures in the district where they are located.

(Ord 1400, April 11, 2022)