

PUBLIC HEARING – CONDITIONAL USE PERMIT AND PRELIMINARY PLAT

Application: Conditional Use Permit for a Planned Unit Development and Preliminary Plat of “The Range”

Applicant: Resort Development LLC/Premier Homes

Agenda Item: 3 (c)

These applications have been made contingent on approval a Metes and Bounds Application- agenda item 6a



Background Information: The applicant is requesting approval of a Conditional Use Permit for a planned unit development and corresponding Preliminary Plat of “The Range”. The proposed development consists of 15 single-family residential building sites and one commonly owned lot (greenspace).

Dan and Lauri Helbling have also made application for a Metes and Bounds Subdivision that will be addressed as Agenda Item 6 (a).

The subject property is located along Little Walnut Lane and is 12.4 acres. The property is zoned "Rural Residential" and is located within the "Residential-Golf Courses Community Overlay District".

The proposed development includes a 50-foot buffer around the perimeter, as well as a 30-foot setback from the wetland.

The Pequot Lakes Fire Chief has concerns with fire protection of the units. He recommends a hydrant be placed off of the deep well that is proposed for the development.

Applicable Regulations:

Section 17-5.6 RURAL RESIDENTIAL (RR)

1. Purpose and Intent: To provide a zoning classification that allows for low-density residential development. Development in this zone is without municipal utility service and with only limited demand for accessibility. Rural Residential zoning should be used to preserve rural character.

2. Compatibility: The Rural Residential zone is compatible with and can be established adjacent to Forest Management and Agriculture zones, but may not be completely surrounded by those zones. The Rural Residential zone must be adjacent to land zoned Rural Residential, Transition Residential, Light Industrial or Commercial. The Rural Residential zone may be established next to the Shoreline Residential zone or the Water Resource zone.

3. Lot, Use and Density Requirements.

Lot Width - feet, minimum	200
Buildable Lot Area - acres, minimum.....	5
Setback, right-of-way, local streets - feet, minimum.....	50
Setback, right-of-way, collector and arterial streets - feet, minimum.....	50
Setback, side - feet, minimum.....	25
Setback, corner side - feet, minimum	40
Setback, sign - feet, minimum	1
Setback, wetland - feet, minimum	30
Maximum impervious coverage	15%
Maximum Building Height - feet.....	25
Maximum animal unit per acre.....	0.5

4. Performance Standards. The following performance standards apply to all development in this zone:

A. Outside Storage. Storage of a fish house and a recreational vehicle is allowed if stored not less than 10 feet distance from any property

line and not within the OHW setback.

- B. Fences. Fences not exceeding 72 inches in height may be constructed. Under no circumstances shall a fence be constructed closer than 10 feet from the surface of a public road and in all cases not within the public right-of-way. Materials shall consist of usual fencing materials with posts and fence of metal, wood, concrete, brick or smooth wire. Barbed or electrified wire is not to be used where frequent human contact is anticipated.
- C. Vegetation Removal, Intensive. The submittal requirements and procedures contained in Section 5.4 “Forest Management (FM)”, Subparts 4b and 4c shall be met and followed.
- D. Establishment of Primary Use. Garages and storage sheds may be permitted in the Rural Residential zone without principle dwelling units. Properties with garages and storage sheds without a principal use shall have adequate buildable area for a principle dwelling unit, a sewer treatment system and a well. Applicants for garages or storage sheds on properties without principle dwelling units on parcels 5 acres in size or smaller shall submit a sewer design by a licensed designer for the future principle structure before obtaining a permit.

Section 17-6.10 RESIDENTIAL-GOLF COURSE COMMUNITY OVERLAY DISTRICT (RG)

- 1. Purpose and Intent. The purpose of the Residential-Golf Course Community

Overlay District (RG) is to permit developments that will be enhanced by coordinated area site planning, diversified location of structures and/or mixing of compatible uses such as single/multi-family residential units and golf course uses. Such developments are intended to provide a safe and efficient system for pedestrian and vehicle traffic; to provide attractive recreation and open space as integral parts of the developments; to enable economic design in the location of public and private utilities and community facilities; and to ensure adequate standards of construction and planning. The Residential-Golf Course Community Overlay District will allow for flexibility of overall development design with benefits from such design flexibility intended to be derived by both the developer and the community.

- 2. Permitted Uses.

- A. Dwelling, Multi-Family
- B. Dwelling, Single-Family

C. Golf Course

3. **Minimum Lot Size.** The minimum lot size required for the establishment of Residential-Golf Course Community as defined by this overlay district is five acres.
4. **Density.** Within the overlay district, for the development of a Residential-Golf Course Community, the maximum density shall be two units per buildable acre.
5. **Setbacks and Impervious Surface Coverage Requirements.** All setbacks and impervious surface coverage requirements of the underlying zoning district shall apply with the exception on the following:
 - A. Side yard setback: 10 feet
 - B. Maximum Impervious Surface Coverage: 20%
6. **Procedural Requirements.** Any development in the Residential Golf Course Community Overlay District shall be permitted as planned unit development (PUD). Residential-Golf Course Community developments shall meet the criteria and standards set forth in Section 8.2, "Conservation Subdivision and Planned Unit Developments" of this ordinance in addition to the standards contained in this Section of the Ordinance, unless otherwise indicated or waived by the Planning Commission.
7. **Administration and Maintenance Requirements.** Prior to final approval of any Residential Golf Course Community containing individually-owned sites or units, the City will require adequate provisions developed for preservation and maintenance in perpetuity of open space and for the continued existence and functioning of the development as a community.
 - A. Association membership must be mandatory for each dwelling unit or lot purchaser and any successive purchaser.
 - B. Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on dwelling units or lots.
 - C. Assessments must be adjustable to accommodate changing conditions.
 - D. The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.

- E. Changes to the owners' association must be approved by the City.
- 8. Establishment of the Residential Golf Course Community Overlay District. All property included in the overlay district is identified on the Residential Golf Course Community Overlay District map.

Section 17-8.2 CONSERVATION SUBDIVISION AND PLANNED UNIT DEVELOPMENTS.

- 1. General.
 - A. Conservation Subdivision and Planned Unit Development (PUD) requires the assistance of professional planning and usually involves the approval of multiple agencies or other governmental bodies. Where circumstances are favorable, Conservation Subdivision and PUD's provide more latitude in land use than normal development to allow for planning, clustering facilities, consolidating green spaces and internal recreation amenities.
 - B. Mixed use PUD where appropriate, may be allowed provided the use not normally allowed in the zoning district does not exceed 35% of the building floor area.
 - C. Provisions of each zoning district shall govern within that district except where specifically addressed in this section.
- 2. Suitability. The City must consider the following criteria in the examination of a parcel for suitability as a PUD:
 - A. Existing recreational use of the surface waters and likely increases in use associated with planned unit developments;
 - B. Physical and aesthetic impacts of increased density;
 - C. Suitability of lands for the planned unit development approach;
 - D. Level of current development in the area; and
 - E. Amounts and types of ownership of undeveloped lands.
 - F. Size of the parcel and amount, if any, of shoreline.
- 3. Design criteria for all new Conservation Subdivisions and PUDs.
 - A. Minimum Size. All developments must contain at least 3

contiguous acres of buildable area with a lot width of 400 feet.

B. **Buffer.** A 50-foot vegetative buffer will be maintained or established along the boundary of the PUD. There shall be no units or impervious coverage within this buffer with the exception of access roads or utilities. The buffer will serve to screen the adjacent parcels and the lake, where applicable, from the units within the PUD. The screening will contain both low growing (e.g. brush) and high growing (e.g. trees) vegetation. Adjacent parcels and the lake, where applicable, shall be a minimum of 50% screened, as measured by the Planning and Zoning Administrator, from the adjacent parcel or the lake during leaf-on conditions. An earthen berm may be used where, in the opinion of the Planning Commission, the existing vegetation cannot be enhanced to meet the 50% screening criteria. Use of a berm shall not preclude the maintaining of a 50-foot buffer or the installation of screening as part of the berm.

C. **Minimum Structure Setbacks**

Shoreland Class Ordinary high water level structure setback (feet)

General Development 120

Recreational Development 150

Natural Environment 200

D. **Common Open Space.** At least 50 percent of the total project area must be permanently preserved as common open space. Common open space must include areas with physical characteristics unsuitable for development in their natural state, and areas containing significant historic sites or unplatted cemeteries, and at least 75 percent of the common open space must be upland area. At least 33 percent of the common open space shall be retained in a contiguous area.

(1) The land area of all dwelling units/sites and accessory structures, the space between buildings in a cluster, an area of 25 feet around each structure, all road rights-of-way, and all land covered by impervious surfaces, road surfaces, parking areas, or structures, shall not be included in the computation of common open space.

(2) Common open space may include any outdoor recreational facilities for use by owners of the dwelling units or sites, or the public.

(3) Common open space may include areas used for stormwater retention or management and areas used for

sanitary sewer collection or disposal. Where common space includes sanitary sewage treatment systems, the use of the space shall be restricted where necessary to avoid adverse impacts on the systems.

- (4) All of the shore impact zones must be included as common open space.
- (5) Common open space must not include commercial facilities or uses, but may contain water-oriented facilities.
- (6) The appearance and use of common space areas, including topography, vegetation, and allowable uses, must be preserved by use of restrictive deed covenants, permanent easements, public dedication and acceptance, or other equally effective and permanent means acceptable to the City.

E. Sanitary Sewer and Water Supply Standards.

- (1) Planned unit developments shall be connected to publicly owned water supply and sewer systems, if available. On-site water supply and sewage treatment systems must be centralized and designed and installed to meet or exceed applicable standards or rules of the Minnesota Department of Health and the Minnesota Pollution control Agency. On-site sewage treatment systems must be located on the most suitable areas of the development, and sufficient area free of limiting factors must be provided for a replacement standard soil treatment system for each sewage system.
- (2) Conservation subdivisions shall be connected to publicly owned water supply and sewer systems, if available. Where publicly owned water supply and sewer systems are not available, conservation subdivisions shall either establish dedicated areas for individual sewage treatment systems or establish centralized water supply and sewage treatment systems to serve the entire subdivision.

F. Erosion control and Stormwater Management. Erosion control and stormwater management for developments must meet the standards in Section 17-8.2(3)(F). For planned unit developments, the impervious surface coverage shall not exceed 15 percent in either the total project area or the first tier. For conservation subdivisions, the impervious surface coverage for lots must meet the standards in 17-8.2(3)(F). Erosion control and stormwater management shall be

designed by certified personnel in erosion and sediment control using the best management practices found in the latest Pollution Control Agency's stormwater best management practices manual, approved by the local government, and effectively implemented.

- (1) For post construction stormwater management, when possible, existing natural drainage ways, wetlands, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters. When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetated filter strips, bioretention areas, rainwater gardens, enhanced swales, off-line retention areas, and natural depressions for infiltration rather than buried pipes and human-made materials and facilities.
- (2) Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Erosion prevention and sediment control practices must be used to retain sediment on site. Disturbed soil areas must be stabilized and protected as soon as possible. The maximum time the soil in a project area can remain exposed when the area is not actively being worked is 3 days. Temporary or permanent cover for the exposed areas is required at that time but should be installed sooner if possible. All deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems must be removed within 14 days unless precluded by legal, regulatory, or physical access restraints. The areas where sediment removal results in exposed soil must be stabilized within 7 days after completing the removal.
- (3) To the maximum extent possible, land-disturbing activities must not occur within the shore impact zone.

(4) Impervious surface Coverage:

Development or Use	Class or District	Coverage (percent of applicable area)	Applicable Area
Conservation Subdivision	General Development and Recreational Development	15	Riparian lots
Conservation Subdivision	Natural Environment, Special Protection, Sensitive Area and all river classes	12	Riparian lots
Conservation Subdivision	All classes and districts	35	Nonriparian lots
Planned Unit Developments	All classes and districts	15	total project area and 1 st tier

G. Exterior lighting. All exterior lighting shall be directed downward. Lighting shall not illuminate parcels adjacent to the development, either directly or indirectly.

H. Shore Recreation Facilities.

(1) Shore recreation facilities, including but not limited to swimming areas, docks and watercraft mooring areas and launching ramps, must be centralized and located in areas suitable for them. Evaluation of suitability must include consideration of land slope, water depth, vegetation, soils, depth to groundwater and bedrock, or other relevant factors.

(2) No more than 20% of the shore impact zone shall be used for shore recreation facilities.

(3) The number of spaces provided for continuous beaching, mooring or docking of watercraft shall not exceed one for each first-tier unit that would be allowed as calculated in part 6A of this section. The number may be reduced based on the suitability of the site.

(4) Facilities for mooring of individual watercraft, including boat lifts and canopies, shall be earth-tone in color and shall be positioned so as to minimize their visibility from the lake. Canopies may be disallowed if they would have a strong visual presence.

- I. **Building standards.** Units must be clustered in one or more groups and located on suitable areas of the development. All structures within a PUD must meet the minimum standards:
 - (1) New multifamily dwellings of 4 units or larger shall be designed by an architect.
 - (2) New multifamily buildings shall meet the state code for fire and sound ratings.
 - (3) Water systems must be winterized.
 - (4) Parking and driving areas must be paved.
 - (5) All buildings shall be earth tone in color and shall be designed, constructed and positioned to be compatible, in color, character and mass, with the surrounding land use.

- 4. **Design Criteria for existing PUDs.**
 - A. All existing PUDs shall meet the design criteria for a new PUD, where possible.
 - B. Additional development within an existing PUD shall not bring the PUD further out of compliance with the basic design criteria.

- 5. **Computing PUD Buildable Area.** Buildable area in a PUD is calculated using the following procedure:

- A. The project parcel is divided into tiers by locating one or more lines approximately parallel to a line that identifies the ordinary high water level at the following intervals, proceeding landward:

<u>Shoreland Tier Dimensions</u>	<u>Feet</u>
GD lakes - first tier	200
GD lakes - second tiers,	267
RD lakes – all tiers	267
NE lakes – all tiers	400

- B. The Buildable Area within each tier is next calculated. This area is then subjected to the development density evaluation steps to arrive at an allowable number of dwelling units/sites. In areas with overlapping tiers due to close proximity of public waters to each

other, topographic divides shall be used to determine which shoreland standard would apply, and in those areas where the topographic divide can not be determined, the more restrictive rules for the area shall be used.

- C. Beyond the second tier, all property is classified as “third tier and beyond.”

6. Planned Unit Developments.

- A. Density. The Buildable Area within each tier is divided by the Shoreline Residential Buildable Lot Area contained in Section 17-5.8, Subpart 3. This calculation determines the maximum number of dwelling units or sites authorized for each tier. Structures that straddle tiers shall be rated as part of the tier closer to the ordinary high water level.
- B. Transferability. Allowable densities may be transferred from any tier to any other tier further from the shoreland water body or watercourse, but must not be transferred to any other tier closer.
- C. Administration and Maintenance Requirements. Prior to final approval of any residential planned unit developments, the City will require adequate provisions developed for preservation and maintenance in perpetuity of open spaced and for the continued existence and functioning of the development as a community.
 - (1) Common open space preservation. Deed restrictions, permanent conservation easements, public dedication and acceptance, or other equally effective and permanent means must be provided to ensure perpetual preservation and maintenance of common open space. For areas greater or equal to 10 acres, easements shall be held by the City, conservation organization, land trust or similar organization authorized to hold interest in real property pursuant to Minnesota Statutes, section 84C.01-05, as approved by the City. The City may also hold or co-hold an easement. The instruments of the easement must include all of the following protections:
 - (a) Commercial uses shall be prohibited for noncommercial developments;
 - (b) Vegetation and topographic alterations other than to prevent personal injury or property damage and for

restoration efforts based on an approved shoreland vegetation buffer plan shall be prohibited;

- (c) Construction of additional buildings, impervious surfaces, or storage of vehicles and other materials shall be prohibited;
- (d) Beaching of motorized watercraft shall be prohibited; and
- (e) Dumping, storage, processing, burning, burying or landfill of solid or other wastes shall be prohibited.

(2) Development organization and functioning. Unless an equally effective alternative community framework is established, when applicable, all residential developments shall use an owners association with the following features:

- (a) Membership shall be mandatory for each dwelling unit or site purchaser and any successive purchasers.
- (b) Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or sites.
- (c) Assessments must be adjustable to accommodate changing conditions.
- (d) The association shall be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities, and it must enforce covenants, deed restrictions, and easements. The association must have a land stewardship plan for common open space areas greater or equal to 10 acres specifically focusing on the long-term management of these open space lands.

(3) Amendments or revisions to covenants or deed restrictions. Before establishing or recording any common interest community, the developer shall submit documents, including all covenants, conditions, restrictions, easements, and operating rules and procedures associated with the development, for review and approval by the City pursuant to Minnesota Statutes, section 515B.1-106. Under no circumstances shall covenants or deed restrictions be modified without the City's determination that the

proposed changes fully comply with the requirements of Section 17-8.2.

- D. Conversions. Existing commercial planned unit developments other land uses and facilities may be converted to residential developments if all of the following standards are met:
- (1) Proposed conversions must be evaluated using the same procedures and standards presented in this part for planned unit developments involving all new construction. Inconsistencies between existing features of the development and these standards shall be identified and corrected. For conversions to residential lots, all inconsistencies between existing features of the development and the standards in Section 17-8.2 must be identified and corrected.
 - (2) Deficiencies involving water supply and sewage treatment, impervious coverage, common open space, and shore recreation facilities must be corrected as part of the conversion or as specified in the conditional use permit.
 - (3) Shore and bluff impact zone deficiencies must be corrected as part of the conversion. These improvements must include, where applicable, the following:
 - (a) removal of extraneous buildings, docks, mooring sites, boat launching areas, and ramps, or other facilities located in shore or bluff impact zones;
 - (b) remedial measures to correct erosion sites and improve vegetative cover and screening of buildings and other facilities as viewed from the water to meet shoreland vegetation buffer standards in Section 17-8.2(3)(B)
 - (4) Dwelling units or dwelling site densities shall meet the standards in this part for conversion to planned unit developments and the standards in Section 17-8.2(6) for conversions to residential lots.

Section 17-9.2 PRELIMINARY PLAT, PRELIMINARY COMMON INTEREST COMMUNITY PLAT, PRELIMINARY CONDOMINIUM PLAT OR METES AND BOUNDS SUBDIVISION RESULTING IN AT LEAST ONE PARCEL LESS THAN 10 ACRES.

A Preliminary Plat, Preliminary Common Interest Community Plat, Preliminary Condominium Plat, or Metes and Bounds Subdivision resulting in at least one parcel less than 10 acres shall contain the following data: (except as waived in advance by the Planning Commission); along with other reasonable information required by the Commission needed to make a proper evaluation of the proposal:

1. Existing Conditions.
 - A. Boundary lines with lengths and bearings drawn to exact scale of no less than 1" = 100' taken from a boundary survey by a Licensed Land Surveyor with the legal description of the property, total acreage, name of the fee owner, developer and surveyor. North arrow and scale.
 - B. Topography consisting of 2-foot contour intervals, or, at the discretion of the Planning Commission during the sketch plan review, 10-foot contour intervals taken from USGS mapping with additional field determined spot elevations added to define drainageways, 100 year floodplains, wetlands, slopes and the Ordinary High Water Mark. Near shore aquatic conditions, including depths, types of bottom, sediments and aquatic vegetation.
 - C. Tree cover limits, specimen tree locations.
 - D. Soils as determined by hand borings on a random basis, to determine depth to ground water at lower elevations and suitability for sewage treatment systems. At least one boring for each unit unless waived by the Planning Commission.
 - E. Location of adjoining streets, wetlands, structures and property lines within 200-feet of subject parcel, including acreage of any property owned by the developer not included in the preliminary plat.
 - F. Significant historical sites.
 - G. Significant wildlife habitat areas.
 - H. Endangered, threatened, rare or critical species, both flora and fauna.
 - I. Date of boundary survey, topography and proposed plat.
 - J. Layout of existing streets, walkways, driveways, blocks, lots, and

structures drawn to the same scale.

- K. Locations of existing wells and sewage treatment systems.
- L. Location by Section, Town, & Range with small scale sketch showing location within the city.
- M. The existing zoning classification and the zoning classification of adjacent parcels.

2. Proposed Design

- A. Layout of proposed streets, walkways, driveways, blocks, lots, buildings if known, drawn to same scale as existing data.
- B. Dimensions scaled to nearest 5 feet of all lot lines, street widths, easement widths and lakeshore lengths.
- C. Buildable areas of proposed lots.
- D. Structure setback lines from streets, lot lines and Ordinary High Water Mark and a designation of the buildable area on the parcel.
- E. Proposed Green Space with area shown.
- F. Proposed public dedication areas other than streets or walkways with the area shown.
- G. Proposed City sewer or water system connections and extensions existing and proposed with grades shown.
- H. Potential locations and estimated depth to water table for all proposed onsite sewage disposal systems, two per lot.
- I. Information regarding adequacy of domestic water supply,
- J. Proposed storm drainage system and erosion control, both during and after construction activities.
- K. Proposed street standards and profiles.
- L. Potential principal structure and accessory structure locations and elevations.
- M. Extent of anticipated vegetation and topographic alterations.
- N. Proposed covenants.

- O. Name of subdivision and proposed street names, which shall not duplicate or be alike another plat previously recorded.
 - P. Stages of development proposed.
3. Evidence of Authority to subdivide the parcel consisting of fee ownership or written concurrence of fee owners.
 4. Cost/Benefit Analysis. An analysis of the ongoing cost to the City to provide services and maintenance to the development shall be prepared. This cost shall be compared to the estimated increased valuation of the property and the corresponding tax revenue. The development shall not be approved if public subsidy is required for ongoing services and maintenance.

Section 17-11.6 CONDITIONAL USE PERMITS

1. Conditional Use Permits shall be issued to the property for structures or other specified uses after a public hearing and approval by the Planning Commission. All applications for a Conditional Use Permit shall be submitted to the Zoning Administrator 30 days ahead of the hearing date, accompanied by a certificate of survey (unless waived by the Zoning Administrator) showing the details of the proposal and an accurate legal description, along with the appropriate fee. The fee or contract owner of the property shall sign the application. The Zoning Administrator shall notify all property owners within a minimum of 350 feet by regular mail and shall advertise the hearing once in the legal section of the official newspaper at least 10 days ahead of the public hearing. The Zoning Administrator shall send the same notice 10 days in advance of this hearing to the DNR if the proposed is in shoreland. At the applicant's option, the applicant may request a sketch plan review with no action by the Planning Commission and omit by giving 14 days notice thereof to the Zoning Administrator, meeting time permitted.
2. Submissions for Conditional Use Permit. The applicant shall complete the Conditional Use Permit application approved by the City Council. The application shall contain submittal requirements, criteria for approval, procedure for consideration and City contact information. The City shall not accept applications where the applicant has past due fees or charges due to the City until the account is made current.
3. In permitting a new Conditional Use or alteration of an existing Conditional Use, the Planning Commission may impose, in addition to the standards and requirements expressly specified by this Ordinance, additional conditions that the Planning Commission considers necessary to protect the best interest of the surrounding area or the City as a whole. These conditions may include, but are not limited to the following:

- A. Increasing the required lot size or yard dimension.
 - B. Limiting the height, size or location of buildings.
 - C. Controlling the location and number of vehicle access points.
 - D. Increasing the street width.
 - E. Increasing or decreasing the number of required off-street parking spaces.
 - F. Limiting the number, size, location or lighting of signs.
 - G. Requiring berming, fencing screening, landscaping or other facilities to protect adjacent or nearby property.
 - H. Designating sites for open space.
 - I. Stormwater runoff management.
 - J. Reducing impervious surfaces.
 - K. Increasing setbacks.
 - L. Restoration of wetlands, vegetative buffers, sewage treatment and water supply capabilities, and other conservation-designed actions.
4. The Planning and Zoning Commission shall decide the issue with consideration to the following:
- A. The following must be met:
 - (1) The use or development is an appropriate conditional use in the land use zone.
 - (2) The use or development, with conditions, conforms to the comprehensive land use plan.
 - (3) The use with conditions is compatible with the existing neighborhood.
 - (4) The use with conditions would not be injurious to the public health, safety, welfare, decency, order, comfort, convenience, appearance or prosperity of the City.

(5) For Conventional Subdivisions, the property contains physical constraints which make it unable to be developed by the Conservation Subdivision method.

B. The following must be considered:

- (1) The conditional use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose permitted on that property, nor substantially diminish or impair values in the immediate vicinity.
- (2) The conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- (3) The conditional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
- (4) The conditional use will have vehicular approaches to the property which are so designed as not to create traffic congestion or an indifference with traffic on surrounding public thoroughfares.
- (5) Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use.
- (6) Adequate measures have been taken or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so none of these will constitute a nuisance and to control lights and signs in such a manner, that no disturbance to neighboring properties will result.
- (7) The conditional use will not result in the destruction, loss or damage of a natural, scenic or historical feature of major significance.
- (8) The conditional use will promote the prevention and control of pollution of the ground and surface waters including sedimentation and control of nutrients.

5. When costs to the City involved in processing and reviewing an application exceeds the original application fees, the applicant shall reimburse the City for any additional costs. Such expenses may include, but are not limited to, payroll, mailing costs, consultant fees and other professional services the City

may need to retain in reviewing permits.

6. Conditional Use Permits may be transferable where requested by an applicant and approved by the Planning Commission.

7. Violations of the conditions of a Conditional Use Permit shall automatically suspend the permit. A review of the violation shall be conducted by the Planning Commission. The Planning Commission shall determine conditions for reinstating the permit or revocation, if applicable.

8. Failure by the owner to act on a Conditional Use Permit within 12 months, or failure to complete the work under a Conditional Use Permit within 2 years, unless extended by the Planning Commission, shall void the permit. A second extension shall require a new public hearing. This provision shall apply to any Conditional Use Permit outstanding at the time of the Ordinance adoption.

9. Appeals from the action of the City shall be filed with District Court within 30 days after City Council action.

10. The Conditional Use Permit shall be filed with the County Recorder within 45 days of approval.

Staff Findings: Staff provides the following Findings of Fact for consideration by the Planning Commission:

On the conditional use permit and preliminary plat:

1. The subject property is located along Little Walnut Lane and is 12.4 acres.
2. The subject property is zoned "Rural Residential" and is located within the "Residential-Golf Course Community Overlay District".
3. The request is for a Conditional Use Permit for a Planned Unit Development and approval of the corresponding Preliminary Plat of "The Range".
4. The proposed development consists of 15 single-family residential building sites and one commonly owned lot to be utilized as "greenspace".

On the Conditional Use Permit (Planned Unit Development):

5. The proposed Planned Unit Development is an appropriate use in the "Rural Residential" zone. Residential Planned Unit Developments are allowed in the "Rural Residential" zone with a Conditional Use Permit.
6. The proposed density of the development is 1.25 units per acre. Two units per acre is allowed.
7. Lot 16 consists of 11 acres of commonly owned property. The proposed lot includes a wetland, greenspace, and private roadways.
8. The development pattern preserves natural features including trees and other vegetation by utilizing a 50-foot buffer around the perimeter of the development. Trees and other vegetation will also be preserved in Lot 16.

9. The Planned Unit Development is accessed via Little Walnut Lane.
10. The proposed development pattern is in harmony with the land use density, transportation facilities, and community facilities objectives in the Comprehensive Plan. The Plan identifies the subject property as “Rural Residential” which is, “Development patterns in this area are low-density residential. These areas will not be served by municipal utilities and the amount of new roads and development will be limited.”
11. The proposed residential lots are 42.0' X 96.0' (4,032 sf).
12. Setbacks: All proposed residential lots and proposed structures are outside the 50-foot buffer.
13. Access: The PUD has direct access to Little Walnut Lane, a private road. Preserve Blvd. was built to highway standards and provides access to the Preserve Golf Course. Access to Little Walnut Lane is from Preserve Blvd. Little Walnut Lane is a gravel road and development of this PUD will provide for a paved road and maintenance by the home owner's association.
14. Utilities: The PUD will be served by private wells and subsurface sewage treatment systems. An SSTS site suitability report created by an advanced SSTS designer has been submitted.
15. Open Space: Over 67% of the development will remain in permanent open space communally owned and maintained by the home-owner's association.
16. The use and enjoyment of other property in the immediate vicinity of the subject property will not be impaired. The surrounding uses include a seasonal home and vacant land to the north, vacant County owned land to the east, and the Preserve Golf Course to the south and west. The development includes a 50-foot buffer (no buildings) around the perimeter of the subject property.
17. The proposed development will not impede the normal and orderly development of surrounding vacant property.
18. Adequate plans for utilities, access roads, draining and other necessary facilities have been submitted. The city engineer will approve final utility, road and drainage plans.
19. The development has a sufficient number of off-street parking spaces. Loading spaces are not necessary since the development does not include commercial uses.
20. The development will not generate public nuisances such as offensive odor, fumes, dust, noise, or vibration. The development does not contain street lights or other lighting that will impact adjacent properties.
21. The development will not depreciate property values within the immediate vicinity.
22. The development will not cause the Local, County, and State road systems to exceed their safe carrying capacity.

On the preliminary plat:

23. The subject property is properly zoned for the proposed use of a single-family residential housing development.

24. There is a wetland on the western edge of the subject property.
25. There are no non-conforming structures on the subject property.
26. Each of the proposed lots will be served private water and sewer utilities.
27. The property is not adjacent to a public water body so provisions for water based recreation are not necessary.
28. Lot areas and dimensions are consistent with the zoning ordinance with approval of the planned unit development.
29. Lot layouts are compatible with the adjoining properties. The surrounding uses include a seasonal home and vacant land to the north, vacant County owned land to the east, and the Preserve Golf Course to the south and west.
30. The planned unit development has approximately 780 feet of frontage on Little Walnut Lane, a private roadway. The development is accessible via Little Walnut Lane and Preserve Blvd.
31. There are no private streets within this development.
32. There is no public infrastructure required with this development.
33. All of the lots may be developed with single family homes without requiring variances.
34. Survey standards: The preliminary plat was prepared by a licensed surveyor (Patrick A. Trottier-PLS #41002) and conforms to the standards in Minnesota Statutes.
35. The subject property is accessed via a 33' wide easement Document #A888164.
36. Street improvement standards: The proposed private drive will be constructed by the developer and maintained by the home owners association. There are no public streets proposed in the development.
37. Sanitary provision standards: The development will be served by a cluster sewer system. The system will be installed by the developer at his expense. The system will be maintained by the developer/home owner's association.
38. Water supply standards: The development will be served by a cluster water system. The system will be installed by the developer at his expense. The system will be maintained by the developer/home owner's association.
39. Drainage/grading standards: The total proposed impervious surface coverage of the development is 17.5% (20% allowed). An engineered stormwater management plan has not been submitted by applicant.
40. Dedication to the Public Standards: Section 17-9.10 requires a payment or dedication to the City a portion of land for public use. This planned unit development does not include any land dedicated for public use.

Planning Commission Direction: The Planning Commission can approve the Conditional Use Permit, deny the application, or table the request if additional information is needed. If the motion is for approval or denial, Findings of Fact should be cited.

Staff Recommendation: If the Planning Commission wishes to recommend approval of the proposed conditional use permit and planned unit development, Staff recommends the following conditions of approval:

On the conditional use permit and preliminary plat:

1. Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, buffers, infiltration basins and improvements dated April 8, 2019.
2. Prior to construction, excavation, grading or other terrain disturbance, final plans for all infrastructure (private roads, water system, etc.) and grading shall be submitted to and approved by the City Engineer. The improvements within the development shall be designed by a licensed engineer.
3. The 50-foot buffer around the perimeter of the planned unit development shall remain in a natural state in perpetuity, except for road access areas and SSTS components. The vegetation in the buffer shall not be altered except to create areas for SSTS tanks/drainfield(s) and road accesses. Structures may not be constructed in the buffer.
4. Lots 1 – 15 may only be developed with single family homes.
5. Lot 16 (greenspace) may not contain any structures. Vegetation located in Lot 16 shall substantially remain in a natural state. Vegetation may be removed from Lot 16 in order to construct trails, private roads, sewer system, and water system. Reference to these provisions shall be made in the development covenants.
6. A hydrant shall be installed off of the deep water well for fire protection.
7. Ownership and long-term maintenance responsibilities/obligations for the community water system shall be described in the development covenants.
8. Ownership and long-term maintenance responsibilities/obligations for the sewer system shall be described in the development covenants.
9. The cluster sewer system shall conform to Minnesota Pollution Control Agency Standards (Chapter 7080 – 7083 of the Minnesota Administrative Rules) and the City of Pequot Lakes SSTS standards. The final plat shall not be signed until the final SSTS design is reviewed and approved by an Advanced Inspector per Minnesota Rules.
10. The cluster water system shall conform to the Minnesota Department of Health Rules and Regulations MHD 210-230 “Water Well Construction Code”, and the cluster system shall receive the approval of the City Engineer.
11. The city attorney shall review and approve the declaration, covenants, by-laws, etc. before the final plat is signed.
12. The developer shall pay a park dedication fee in the amount of \$14,040.00 in accordance with Section 17-9.10 “Dedication to the Public – Standards”. (416 X 2.25 PPH = \$936 X 15 lots = \$14,040.).
13. Prior to the submission of a Final Plat application the applicant shall provide for the construction of the required improvements at their

expense and shall have the work completed or shall enter a Development Contract and give bond or other financial assurance satisfactory to the Council in an amount equal to 125% of the estimated cost of the uncompleted improvements except as provided in 10.3. The bond shall be released by the City Council upon the recommendation of the City Engineer indicating the improvements are satisfactorily complete.

If the Planning Commission approves the Conditional Use application, the Planning Commission should adopt the attached Resolution by motion also.

OWNER
Dun and Larré Hurling, Hurling Land Company
P.O. Box 488
Pequot Lakes, MN 56472

DEVELOPER
Premier Homes/Resort Development, LLC.

SURVEYOR
Strommek Land Surveying, Inc.
P.O. Box 874
Pequot Lakes, MN 56472
ATTN: Patrick A. Threlter

THE RANGE

PRELIMINARY PLAT
PART OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 136 NORTH, RANGE 29 WEST,
CROW WING COUNTY, MINNESOTA
TOTAL AREA = 539,941 SQ. FT. / 12.4 ACRES

LEGAL DESCRIPTION

That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243.50 feet to the point of beginning of the tract to be herein described; thence South 03 degrees 00 minutes 37 seconds East 503.64 feet; thence North 74 degrees 13 minutes 34 seconds East 1021.09 feet; thence South 78 degrees 49 minutes 31 seconds East 204.23 feet; thence South 32 degrees 03 minutes 38 seconds East 256.73 feet; thence North 39 degrees 10 minutes 15 seconds East 134.23 feet; thence North 25 degrees 27 minutes 43 seconds East 335.21 feet; thence North 27 degrees 46 minutes 38 seconds West 21.10 feet; thence North 56 degrees 37 minutes 20 seconds West 114.10 feet to said corner; thence South 89 degrees 29 minutes 34 seconds West along said north line 1447.85 feet to the point of beginning.

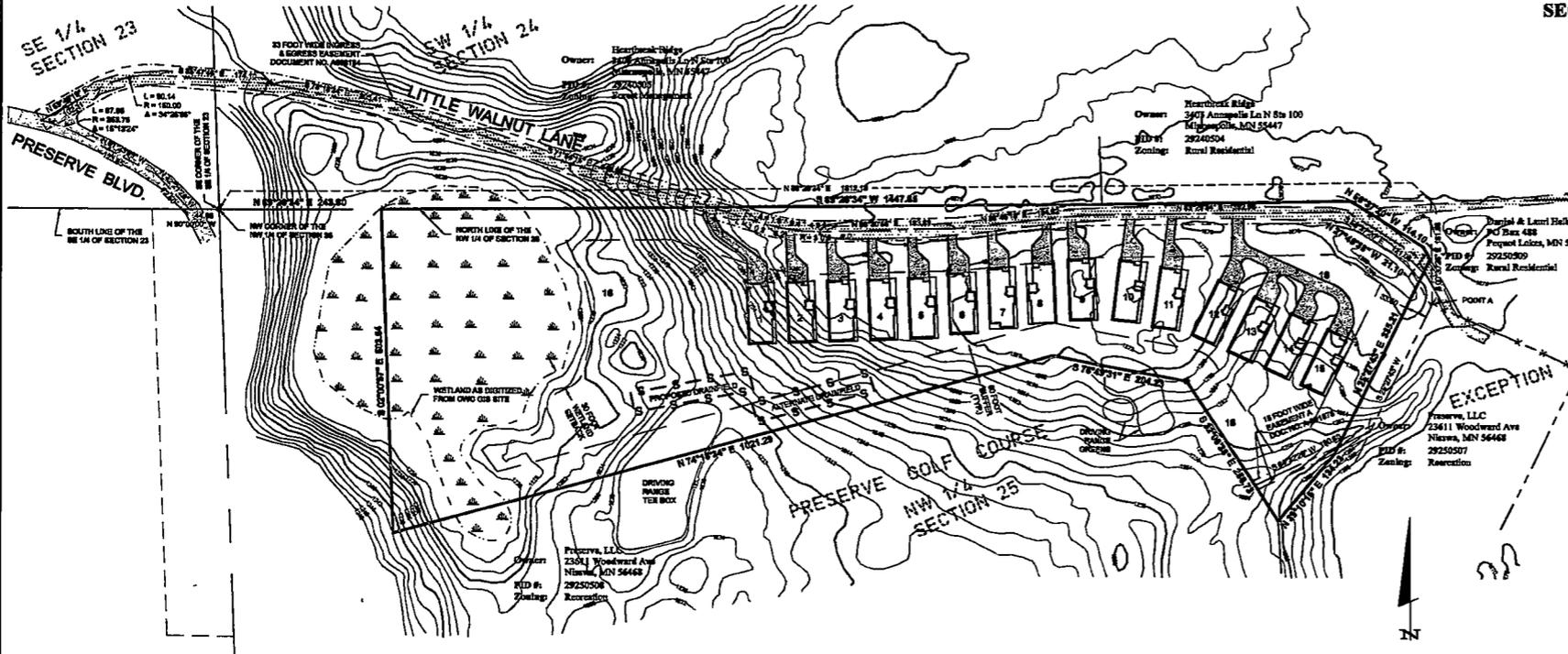
Together with and subject to a 33.00 foot wide easement for ingress and egress purposes over and across the Southeast Quarter, Section 23, over and across the Southwest Quarter, Section 24, and over and across the Northwest Quarter, Section 25, all in Township 136 North, Range 29 West, Crow Wing County, Minnesota, the section line is described as follows: Commencing at the southeast corner of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the south line of said Southeast Quarter 44.46 feet; thence North 43 degrees 21 minutes 28 seconds West 72.50 feet; thence North 61 degrees 25 minutes 59 seconds West 123.65 feet; thence northwesterly 67.95 feet along a tangential curve concave to the southwest having a radius of 255.76 feet and a central angle of 15 degrees 13 minutes 24 seconds to the point of beginning of the section line to be herein described; thence North 59 degrees 46 minutes 19 seconds East tangent to last described curve 102.11 feet; thence northwesterly 90.14 feet along a tangential curve concave to the southwest having a radius of 150.00 feet and a central angle of 34 degrees 25 minutes 55 seconds; thence South 85 degrees 47 minutes 46 seconds East tangent to said last described curve 174.10 feet; thence South 78 degrees 18 minutes 34 seconds East 205.41 feet; thence South 71 degrees 54 minutes 15 seconds East 548.54 feet; thence easterly 102.52 feet along a tangential curve concave to the north having a radius of 300.00 feet and a central angle of 19 degrees 34 minutes 49 seconds; thence North 83 degrees 30 minutes 56 seconds East tangent to said last described curve 195.89 feet; thence North 83 degrees 48 minutes 18 seconds East 194.62 feet; thence North 89 degrees 29 minutes 34 seconds East 392.06 feet; thence South 94 degrees 37 minutes 20 seconds East 121.08 feet; thence South 27 degrees 46 minutes 38 seconds East 98.25 feet and said described section line there terminating.

The sidelines of easterly end of easement shall be prolonged or shortened to terminate on lines bearing South 25 degrees 27 minutes 43 seconds West and South 64 degrees 32 minutes 17 seconds East from Point A. Said Point A is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet to said Point A.

Also subject to easements, restrictions and reservations of record.

Easement A
A 15.00 foot wide easement for access purposes over and across part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, the section line is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet; thence North 25 degrees 27 minutes 43 seconds West 220.30 feet to the point of beginning of the section line to be herein described; thence South 64 degrees 32 minutes 29 seconds West 190.40 feet to the westerly line of the "TIE-BACK PROPERTY" as recorded in Document No. 195295, Crow Wing County Recorder's Office, and said section line there terminating.

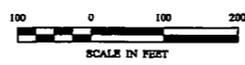
The sidelines of said easement shall be prolonged or shortened to terminate on said westerly line end on lines bearing North 25 degrees 27 minutes 43 seconds East and South 25 degrees 27 minutes 43 seconds West from the point of beginning.



- NOTES:**
- Open Space = 69.5%
 - Upland percentage of Open Space = 75.5%
 - Deadly Calculations:
Total Area = 12.4 Acres
Allowable : 2 Units per Acre
24 Units Permissible
 - Property is subject to general easement for golf course easements, e.g. driving range.
 - Wellheads to be professionally determined when conditions allow for determination.

IMPERVIOUS CALCULATIONS

PROPOSED	IMPERVIOUS AREA (sq. ft.)	Net Area (sq. ft.)	Percent Impervious (per.%)
18 Units @3118 each	48,740	839,941	8.7%
Driveways	26,818	839,941	4.7%
Existing Road	22,128	839,941	4.1%
Total	97,686	839,941	17.5%



CONTOUR INFORMATION

Contours shown have been digitized from Crow Wing County GIS Site. Contour interval is 2 feet as shown on this drawing.

SOIL DATUM

The USDA Web Soils Survey indicates soil in the proposed platlet area to be classified as D49B Grayston loamy sand, 2 to 8 percent slopes and D49D Ectropis-Grayston-Rollins complex, silted, 10 to 20 percent slopes.

ZONING

Current zoning is Rural Residential in Residential-Golf Course Community Overlay District.

VEGETATION AND TOPOGRAPHIC ALTERATIONS

The plat will consist of 18 lots for residential purposes and one lot for common space. Each residential lot will support residential improvements where vegetation and land clearance will occur for the construction of houses, garages, drives, sewer hookups, and other appropriate residential amenities.

UTILITIES

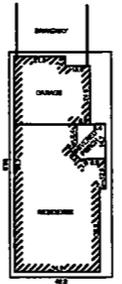
All lots will be served by a common distribution(s) and a common well(s).

EROSION CONTROL PLAN

- All ground disturbed by construction is to be stabilized as soon as possible using seed and mulch turf establishment.
- Minimum vegetation along property lines and areas undisturbed by construction.
- No filling or disturbing wet land(s) areas.
- Silt fences shall be placed at edge of wet lands during construction.

LOT AREA TABLE

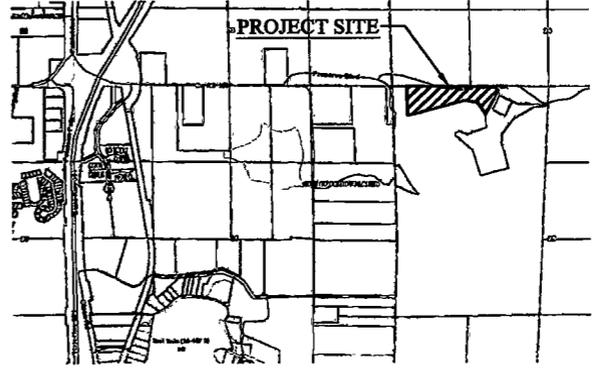
- LOT 1, BLOCK 1 = 4,032 SQ. FT.
- LOT 2, BLOCK 1 = 4,032 SQ. FT.
- LOT 3, BLOCK 1 = 4,032 SQ. FT.
- LOT 4, BLOCK 1 = 4,032 SQ. FT.
- LOT 5, BLOCK 1 = 4,032 SQ. FT.
- LOT 6, BLOCK 1 = 4,032 SQ. FT.
- LOT 7, BLOCK 1 = 4,032 SQ. FT.
- LOT 8, BLOCK 1 = 4,032 SQ. FT.
- LOT 9, BLOCK 1 = 3,969 SQ. FT.
- LOT 10, BLOCK 1 = 4,032 SQ. FT.
- LOT 11, BLOCK 1 = 4,032 SQ. FT.
- LOT 12, BLOCK 1 = 4,032 SQ. FT.
- LOT 13, BLOCK 1 = 4,032 SQ. FT.
- LOT 14, BLOCK 1 = 4,032 SQ. FT.
- LOT 15, BLOCK 1 = 4,032 SQ. FT.
- LOT 16, BLOCK 1 = 479,424 SQ. FT.



TYPICAL BUILDING AND LOT LAYOUT

LEGEND

- DENOTES EDGE OF EXISTING BITUMENOUS
 - DENOTES EDGE OF EXISTING GRAVEL
 - DENOTES EXISTING INTERMEDIATE CONTOUR
 - DENOTES EXISTING INDEX CONTOUR
 - DENOTES WET LAND(S)
 - DENOTES MONUMENT FOUND
- ORIENTATION OF THE BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER TO HAVE AN ASSIGNED BEARING OF N 89°29'34" E.



VICINITY MAP

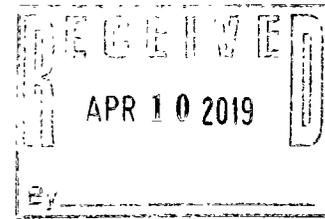
30208 Recreational Road
10000
P. O. Box 488
Pequot Lakes, MN 56472
218-568-0400
www.strommek.com

PRELIMINARY PLAT
DATE: 5-18-2018
DRAWN BY: J. H. HURLING
CHECKED BY: P. A. THRELTER
PROJECT NO.: 18024-DWG
FIELD BOOK: 18024-DWG
DATE: 5-18-2018
SCALE: 1"=100'
BY: J. H. HURLING
DATE: 5-18-2018
SCALE: 1"=100'
BY: P. A. THRELTER
DATE: 5-18-2018
SCALE: 1"=100'

1 of 1



14234 Fruit Farm Road
St. Joseph, MN 56374
(320) 363-1300
(320) 363-7398 (fax)
www.watab.net



04.09.2019

City of Pequot Lakes
Dawn Bittner, Zoning Specialist
4638 Main Street
Pequot Lakes, MN 56472

Daniel Helbling
PO Box 488
Pequot Lakes, MN 56472

RE: Preliminary septic system site identification for proposed development, "The Range"

Dawn & Dan,

I have reviewed the site of the proposed development, as well as the USDA Soil Survey and Crow Wing County's GIS resources. Because of the lingering winter weather and site conditions, I have not yet conducted a full site evaluation and design for this project. However, I have prepared a preliminary septic system configuration that I think will serve as a basic framework for the project moving forward.

The development will consist of 15 single family, 3-bedroom, slab-on-grade homes. The homes will be divided into 3 groups of 5 homes. Each home will have its own 1500 gallon 2-compartment septic tank, with one common drain field for each group of homes. There is no pre-treatment proposed at this time.

The preliminary sizing values are:

(5) 3-bedroom Type I homes @ 450 GPD each = 2250 gallons per day design flow
2250 GPD x .83 SSF (Loamy Sand & Sand) = 1867.5 sq. ft.
1867.5 x .8 (20% reduction using high capacity chambers) = 1494 (1500) GPD
1500 GPD / 3' wide trenches = 500 lin. ft. trenches per drain field area
As shown on the preliminary sketch, (5) trenches, 3'x100' ea. = 1500 sq. ft.

Additional testing and design will be required prior to permitting and construction.

If you have any questions regarding this project, please contact me at your convenience.

Best regards,

Tim Haeg
Advanced Designer
Watab Inc.
MPCA Lic. 2116

**Crow Wing County Environmental Services
Site Suitability Form
Article 3.2.F**

Property Owner: HELBLING LAND LLP Date: 04-09-2019
 Mailing Address: PO BOX 488
 City PEQUOT LAKES State: MN Zip 56472
 Home Phone Number: - Cell: 218-839-0306
 Site Address: XXXX LITTLE WALNUT LANE
 City PEQUOT LAKES State: MN Zip 56472
 Legal Description: LENGTHY DESCRIPTION, SEE ATTACHED
 Sec. 25 Twp: 136 Range: 29 Township Name: CITY OF PEQUOT LAKES
 Parcel Number: 290-252-100-AZA-009
 Lake/ River: N/A Lake/River Classification: N/A

Description of Soil Treatment Areas

	(Proposed) Site #1		(Alternate) Site #2	
Disturbed Areas	Yes _____	No <u>X</u>	Yes _____	No <u>X</u>
Compacted Areas	Yes _____	No <u>X</u>	Yes _____	No <u>X</u>
Flooding	Yes _____	No <u>X</u>	Yes _____	No <u>X</u>
Run on Potential	Yes _____	No <u>X</u>	Yes _____	No <u>X</u>
Limiting Layer Depth	SB1 <u>TBD</u>	SB2 <u>TBD</u>	SB1 <u>TBD</u>	SB2 <u>TBD</u>
Slope % and Direction	<u>SEE MAP</u>			
Soil Texture	<u>LOAMY SAND / SAND (FROM SOIL SURVEY)</u>			
Soil Sizing Factor	<u>.83</u>		<u>.83</u>	
Landscape Position	<u>BACKSLOPE</u>		<u>BACKSLOPE</u>	
Vegetation Types	<u>WOODED</u>		<u>WOODED</u>	

Soil Sizing Factors/Hydraulic Loading Rates							
Perc. Rate	Texture	SSF	HLR	Perc. Rate	Texture	SSF	HLR
<0.1	Coarse Sand			16 to 30	Loam	1.67	0.60
0.1 to 5	Sand	0.83	1.20	31 to 45	Silt Loam	2.00	0.50
0.1 to 5	Fine Sand	1.67	0.80	46 to 60	Clay Loam	2.20	0.45
6 to 15	Sandy Loam	1.27	0.79	> 60	Clay Loam	****	0.24

Print Designer Name and License Number: TIM HAEG, WATAB INC. L2116
 Address 14234 FRUIT FARM RD
 City ST. JOSEPH State: MN Zip 56374
 Home Phone Number: 320-363-1300 Cell: 320-980-2103
 E-Mail Address: tim@watab.net
 Designer Signature: [Signature] Date: 4-9-2019
 Comments/ Driving Directions: _____



General Information

Parcel Number: 290252100AZA009

General Information

Township/City: CITY OF PEQUOT LAKES
 Taxpayer: HELBLING, DANIEL & LAURI (2/3 INT)
 HELBLING LAND LLP (1/3 INT)
 PO BOX 488
 PEQUOT LAKES MN 56472

Property Address:

Township: 136
 Range: 29
 Section: 25
 Plat:

Lake Number: 0

Lake Name:

Acres: 27.02

School District: 186

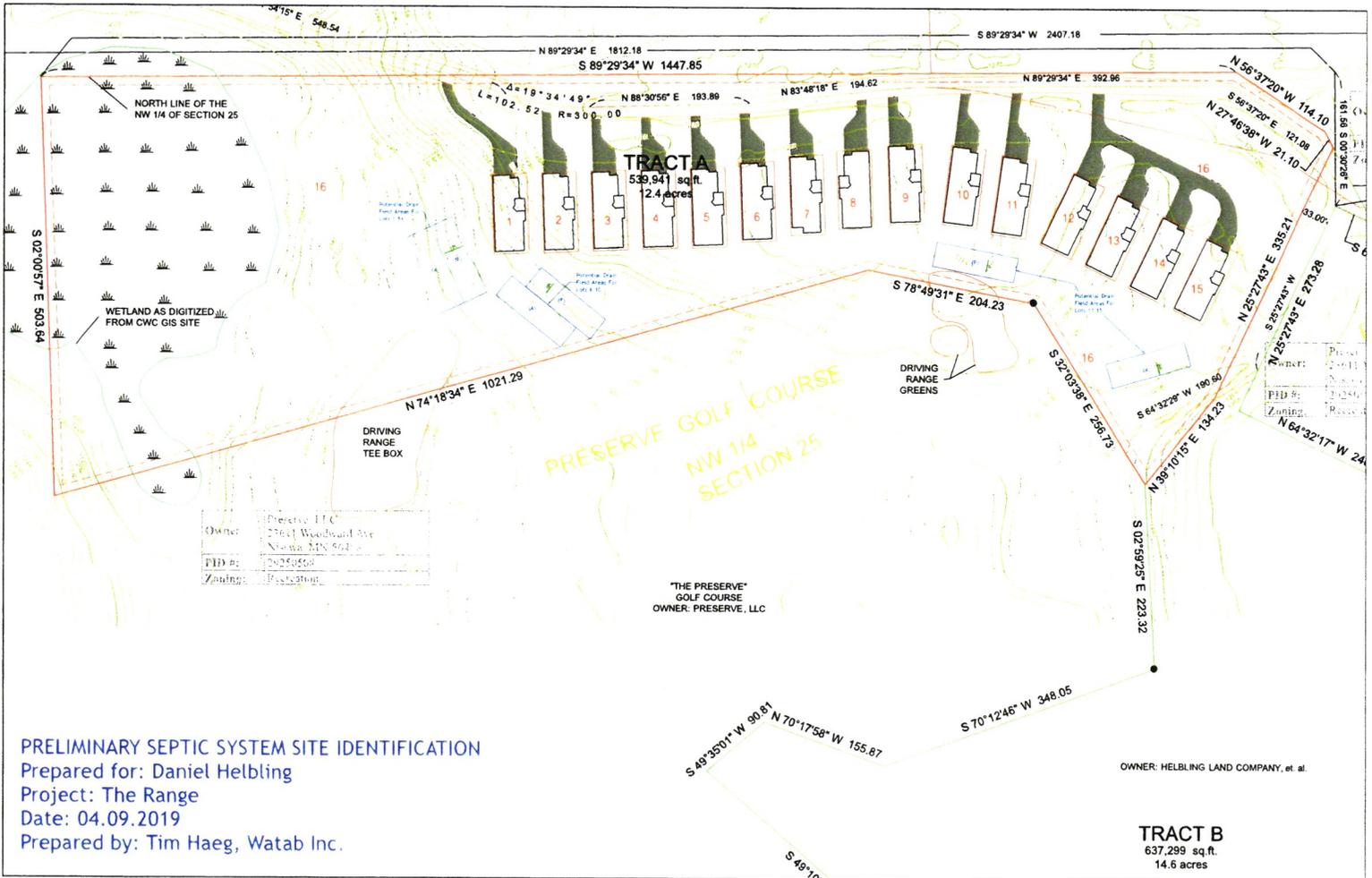
Legal Description:

PT OF NW1/4 DESC: COMM AT NW COR OF SD NW1/4 THEN N 89D 29'34"E ASSM BEAR 243.9 FT ALG N LINE OF SD NW1/4 TO POB OF TRACT TO BE DESC THEN S 2D 0'57"E 503.64 FT THEN N 74D 18'34" E 1021.29 FT THEN S 78D 49'31"E 204.23 FT THEN S 32D 3'38"E 256.73 FT THEN S 2D 59'25"E 223.32 FT THEN S 70D 12'46"W 348.05 FT THEN N 70D 17'58"W 155.87 FT THEN S 49D 35'1"W 90.81 FT THEN S 49D 10'57"E 415.51 FT THEN S 17D 39'44"E 455.53 FT THEN N 74D 16'16"E 490.72 FT THEN N 15D 18'8"W 452.74 FT THEN N 1D 24'30"E 147.07 FT THEN N 36D 36'27"E 344.99 FT THEN N 59D 16'24"E 397.03 FT THEN N 83D 55'7"E 234.85 FT TO E LINE OF SD NW1/4 THEN N 1D 57'47"E 337.19 FT ALG SD E LINE OF NW1/4 TO NE COR OF SD NW1/4 THEN S 89D 29'34" W 2407.18 FT ALG N LINE OF SD NW1/4 TO POB EXC PT OF NW1/4 OF SEC 25 DESC: COMM AT NW COR OF SD NW1/4 THEN N 89D 29'34"E ASSM BEAR 1812.18 FT ALG N LINE OF SD NW1/4 THEN S 0D 30'26"E 161.56 FT TO POB OF TRACT TO BE DESC THEN S 64D 32'17"E 240.35 FT THEN S 25D 27' 43"W 273.28 FT THEN N 64D 32'17"W 240.35 FT THEN N 25D 27'43"E 273.28 FT TO POB. & ALSO EXC PT OF NW1/4 DESC COMM AT NW COR OF SD NW 1/4 THEN N 89D 29'34"E ASSM BEAR ALG N LINE OF SD NW1/4 1812.18 FT THEN S 0D 30'26'E 161.56 FT THEN S 64D 32'17"E 49.9 FT TO POB OF TRACT TO BE HEREIN DESC THEN N 27D 46'38"W 124.58 FT THEN N 56D 37'20"W 130.35 FT TO SD N LINE THEN N 89D 29'34"E ALG SD N LINE 959.33 FT TO NE COR OF SD NW1/4 THEN S 1D 57' 47"W ALG E LINE OF NW1/4 320.27 FT THEN N 89D 51'41"W 511.73 FT TO INTER WITH A LINE BEAR S 64D 32'17"E FROM POB THEN N 64D 32'17"W 298.7 FT MOL TO POB. TOG/W ESMNTS.

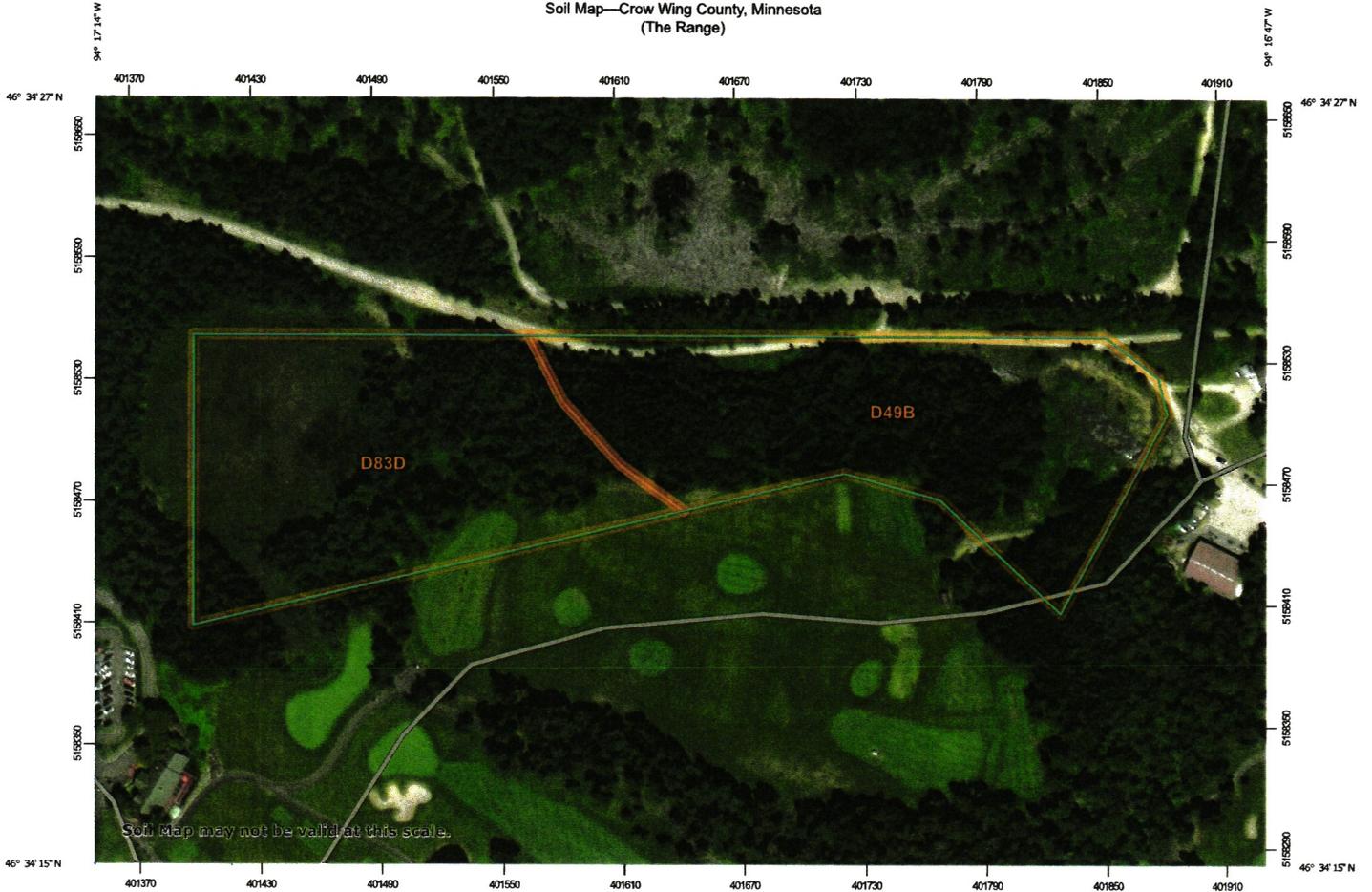
2018 Assessment for 2019 Tax Payable

Class Code 1:	Non-Comm Seasonal Residential Recreational
Class Code 2:	Rural Vacant Land
Class Code 3:	N/A
Homestead:	Non Homestead

Estimated Land Value:	\$56,900.00
Estimated Building Value:	\$0.00



Soil Map—Crow Wing County, Minnesota
(The Range)



Map Scale: 1:2,660 if printed on A landscape (11" x 8.5") sheet.
0 35 70 140 210 Meters
0 100 200 400 600 Feet
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

Soil Map—Crow Wing County, Minnesota
(The Range)

MAP LEGEND

Area of Interest (AOI)		 Spoil Area
 Area of Interest (AOI)		 Stony Spot
Soils		 Very Stony Spot
 Soil Map Unit Polygons		 Wet Spot
 Soil Map Unit Lines		 Other
 Soil Map Unit Points		 Special Line Features
Special Point Features		Water Features
 Blowout		 Streams and Canals
 Borrow Pit		Transportation
 Clay Spot		 Rails
 Closed Depression		 Interstate Highways
 Gravel Pit		 US Routes
 Gravelly Spot		 Major Roads
 Landfill		 Local Roads
 Lava Flow		Background
 Marsh or swamp		 Aerial Photography
 Mine or Quarry		
 Miscellaneous Water		
 Perennial Water		
 Rock Outcrop		
 Saline Spot		
 Sandy Spot		
 Severely Eroded Spot		
 Sinkhole		
 Slide or Slip		
 Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Crow Wing County, Minnesota
Survey Area Data: Version 14, Oct 9, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 29, 2013—Jul 24, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
D49B	Graycalm loamy sand, 2 to 8 percent slopes	6.1	50.6%
D83D	Eutrudepts-Graycalm-Rollins complex, pitted, 10 to 20 percent slopes	5.9	49.4%
Totals for Area of Interest		12.0	100.0%

Crow Wing County, Minnesota

D49B—Graycalm loamy sand, 2 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2df1h
Elevation: 660 to 1,710 feet
Mean annual precipitation: 25 to 33 inches
Mean annual air temperature: 37 to 48 degrees F
Frost-free period: 120 to 170 days
Farmland classification: Not prime farmland

Map Unit Composition

Graycalm and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Graycalm

Setting

Landform: Rises
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Outwash

Typical profile

A - 0 to 4 inches: loamy sand
Bw1 - 4 to 20 inches: loamy sand
Bw2 - 20 to 31 inches: sand
E and Bt - 31 to 79 inches: sand

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: A

Forage suitability group: Sloping Upland, Low AWC, Acid
(G091AN008MN)

Hydric soil rating: No

Minor Components

Graycalm, nearly level

Percent of map unit: 10 percent

Landform: Rises

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Linear

Hydric soil rating: No

Data Source Information

Soil Survey Area: Crow Wing County, Minnesota

Survey Area Data: Version 14, Oct 9, 2018

Crow Wing County, Minnesota

D83D—Eutrudepts-Graycalm-Rollins complex, pitted, 10 to 20 percent slopes

Map Unit Setting

National map unit symbol: 2dfij
Elevation: 790 to 1,970 feet
Mean annual precipitation: 27 to 36 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 80 to 150 days
Farmland classification: Not prime farmland

Map Unit Composition

Eutrudepts, sandy, and similar soils: 30 percent
Graycalm and similar soils: 25 percent
Rollins and similar soils: 20 percent
Eutrudepts, stratified, and similar soils: 15 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Eutrudepts, Sandy

Setting

Landform: Moraines
Landform position (two-dimensional): Shoulder, backslope, summit, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear, concave
Across-slope shape: Linear, convex
Parent material: Coarse-loamy glaciofluvial deposits over sandy outwash over coarse-loamy till

Typical profile

A - 0 to 3 inches: loam
Bw - 3 to 10 inches: fine sandy loam
E - 10 to 19 inches: fine sandy loam
2E and Bt - 19 to 55 inches: loamy sand
3C - 55 to 79 inches: cobbly loamy sand

Properties and qualities

Slope: 10 to 20 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 30 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water storage in profile: Moderate (about 6.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: C

Forage suitability group: Sandy (G090AN022MN)

Hydric soil rating: No

Description of Graycalm

Setting

Landform: Moraines

Landform position (two-dimensional): Summit, shoulder, footslope, backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear, convex, concave

Across-slope shape: Linear, convex

Parent material: Outwash

Typical profile

A - 0 to 4 inches: loamy sand

Bw1 - 4 to 20 inches: loamy sand

Bw2 - 20 to 31 inches: sand

E and Bt - 31 to 79 inches: sand

Properties and qualities

Slope: 10 to 20 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water storage in profile: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4s

Hydrologic Soil Group: A

Forage suitability group: Sloping Upland, Low AWC, Acid (G090AN008MN)

Hydric soil rating: No

Description of Rollins

Setting

Landform: Moraines

Landform position (two-dimensional): Shoulder, summit, footslope, backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Concave, linear, convex
Across-slope shape: Linear, convex
Parent material: Coarse-loamy drift over sandy and gravelly
outwash

Typical profile

A - 0 to 5 inches: sandy loam
Bw - 5 to 14 inches: gravelly sandy loam
2C - 14 to 79 inches: extremely gravelly sand

Properties and qualities

Slope: 10 to 20 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High
(2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0
to 2.0 mmhos/cm)
Available water storage in profile: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Forage suitability group: Sandy (G090AN022MN)
Hydric soil rating: No

Description of Eutrudepts, Stratified

Setting

Landform: Moraines
Landform position (two-dimensional): Summit, shoulder, footslope,
backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear, concave
Across-slope shape: Convex, linear
Parent material: Coarse-loamy glaciofluvial deposits over sandy
outwash over coarse-loamy glaciofluvial deposits over sandy
outwash over coarse-loamy subglacial till

Typical profile

A - 0 to 7 inches: sandy loam
Bw1 - 7 to 13 inches: sandy loam
2Bw2 - 13 to 34 inches: gravelly loamy sand
3Bw3 - 34 to 41 inches: loam
4Bw4 - 41 to 50 inches: sand
5C - 50 to 79 inches: sandy loam

Properties and qualities

Slope: 10 to 20 percent
Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 30 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0
to 2.0 mmhos/cm)
Available water storage in profile: Moderate (about 6.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3s
Hydrologic Soil Group: B
Forage suitability group: Sandy (G090AN022MN)
Hydric soil rating: No

Minor Components

Rifle, ponded

Percent of map unit: 5 percent
Landform: Moraines
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Side slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Pequaywan

Percent of map unit: 5 percent
Landform: Moraines
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: No

Data Source Information

Soil Survey Area: Crow Wing County, Minnesota
Survey Area Data: Version 14, Oct 9, 2018

Common Interest Community
(Planned Community)
The Range
Homeowners Association, LLC
“Declaration”

This Declaration is made in the County of Crow Wing, State of Minnesota, on this _____ Day _____ 2019, by The Range, LLC, a Minnesota limited liability company, (the “Declarant”), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act, hereinafter referred to as the “Act”, for the purposes of creating Lodges of The North Range, a planned community.

WHEREAS, Declarant is the Owner of certain real property located in Crow Wing County, Minnesota, legally described in Exhibit A, attached hereto and Declarant desires to submit said real property and all improvements thereon (collectively the “Property”) to the Act, and;

WHEREAS, Declarant desires to establish on the property a plan for a residential community to be owned, occupied, and operated for the use, health, safety and welfare of its Owners and Occupants, and their guests and for the purpose of preserving the value, the structural quality, and the architectural and aesthetic character, of the Property, and;

WHEREAS, the Property is not subject to an ordinance referred to in Section 515b.1-106 of the Act, governing common interest ownership, and is not subject to a master association as defined in the Act.

THEREFORE, Declarant makes the Declaration and submits the Property to the Act as a planned community under the name “The Range”, consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest herein, and their heirs, personal representatives, successors and assigns.

Section 1
Definitions

The following words when used in the Governing Documents shall give the following meanings (unless the context indicates otherwise):

1. **“Association”** shall mean The Range Homeowners Association, LLC, a Minnesota limited liability company, which has been created pursuant to Chapter 322B of the laws of the

State of Minnesota and Minnesota Statutes Section 515B.3-101, whose Members consist of all Owners as defined herein.

2. **"Board"** shall mean the Board of Directors of the Association as provided for in the By-Laws.
3. **"By-Laws"** shall mean the By-Laws governing the operation of the Association, as amended from time to time.
4. **"Common Elements"** shall mean all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Elements are legally described in Exhibit B attached hereto.
5. **"Common Expenses"** shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation allocation to reserve those items specifically identified as Common Expenses in the Declaration or By-Laws.
6. **"Dwellings"** shall mean a part of a building consisting of one or more floors, designed and intended for occupancy as a single-family residence, and located within the boundaries of a Unit.
7. **"Eligible Mortgagee"** shall mean any Person owning a Mortgage on any Unit, which Mortgage is first in priority upon foreclosure to all other Mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action that requires approval by a specified percentage of Eligible Mortgagees.
8. **"Governing Documents"** shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
9. **"Limited Common Elements"** shall mean all parts of the Common Elements that are reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated from the Property except the Units.
10. **"Living Unit"** shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, including all improvements thereon, but excluding the Common Elements.
11. **"Management Agent"** shall mean the person, persons, or service company, if any, hired or appointed by the Association to manage the Property from time to time.

12. **“Member”** shall mean all persons who are Members of the Association by virtue of being Owners as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.
13. **“Occupant”** shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.
14. **“Owner”** shall mean a person who owns a Unit, but excluding Contract for Deed vendors, Mortgagees and other secured parties within the meaning of Section 515B. 1-103(29) of the Act. The term “Owner” includes, without limitation, Contract for Deed vendees and holders of life estates.
15. **“Party Wall”** shall mean the shared wall between two Dwellings. There is no intention for any of the Units to have a Party Wall.
16. **“Person”** shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property or having legal identity before a Minnesota Court of Law.
17. **“Plat”** shall mean the recorded plan depicting the Property pursuant to the requirements of Section 515B.2-110 of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, including any amended Plat recorded from time to time in accordance with the Act.
18. **“Property”** shall mean all of the real property submitted to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A attached hereto.
19. **“Rental Management Agreement”** shall mean an agreement between an Owner and the Management Agent providing for the rental, maintenance, repair, upkeep and housekeeping of a Unit during any period said Unit is designated for use under a Rental Agreement by other persons for recreation or other permitted uses.
20. **“Residential Use”** or “Residential Purpose” shall mean use as a dwelling, whether primary, secondary, seasonal, or otherwise occupied by individuals pursuant to a rental agreement, and also transient use such as temporary resort lodging.

21. **"Rules and Regulations"** shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

22. **"Unit"** shall mean any Living Unit.

Any terms used in the Governing Documents, and defined in the Act, and not in this Section, shall have the meaning set forth in the Act.

Section 2 Description of Units And Appurtenances

2.1 **Units.** There are fifteen (15) Living Units, all of which are restricted to parking and storage in accordance with this Declaration. Each Unit constitutes a separate parcel of real estate. No additional Units may be rented by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit A. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

2.2 **Unit Boundaries.** The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat except that the side boundaries of any two contiguous Units shall be the interior, unfinished surface of the Party Wall separating adjacent Dwellings or Garages. The Units shall have no upper or lower boundaries. Subject to this section 2 and Section 3.2, all spaces, walls and other improvements within the boundaries of a Unit are a part of the Unit.

2.3 **Access Easements.** Each Unit shall be the beneficiary of an appurtenant easement for access to a public street or highway on or across the Common Elements as shown on the Plat, subject to any restriction set forth in the Declaration.

2.4 **Use and Environmental Easements.** Each Unit shall be the beneficiary of appurtenant easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of any Limited Common elements allocated to the Unit, subject to any restrictions authorized by the Declarant.

2.5 **Utility and Maintenance Easements.** Each Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement as described in Section 13.

2.6 **Encroachment Easements.** Each Unit shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 13.

2.7 **Declarant's Easements.** Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 15.6.

2.8 **Recorded Easements.** The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.9 **Easements are Appurtenant.** All easements and similar rights burdening or benefitting a Unit or any other party of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

2.10 **Impairment Prohibited.** No person shall materially restrict or impair any easement benefitting or burdening the Property; subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.

2.11 **Parking.** The Association shall maintain, upon the common Elements, vehicle parking spaces conveniently located for the use of the Owners, the Owners' families, tenants and guests. Any vehicles, snowmobiles, watercraft or trailers not in regular use shall not be kept on the Property unless stored within an enclosed Garage structure. The Association may establish specific parking areas for overflow parking and may from time to time establish additional rules and regulations concerning the use of these parking spaces and may cause to be towed, from the Common Elements, improperly parked vehicles or personal property, at the Owner's expense.

2.12 **Left blank intentionally**

2.13 **Personal Property for Common Use.** The Association may acquire and hold for the use of all the Members tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in such property shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Member may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Members. The Association shall have the authority to impose reasonable rules, regulations and charges upon the use of such property.

2.14 **Water Supply.** A central water system or systems with common wells will serve each lot and said water supply system shall be owned, maintained and operated by the Association. The water service pipe from the common water main to any dwelling shall be owned and maintained by the Owner of the respective Living Unit, subject to reasonable regulations by the Association.

2.15 **Septic Systems.** A septic shall be constructed and maintained according to County and State standards to serve all Units on the property. The Association shall maintain the septic system, with all costs assessed pursuant to Section 6. The service line from the Unit to the common sewer line shall be maintained by the Owner of the respective Living Unit.

Section 3

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.1 **Common Elements.** The Common Elements and their characteristics are as follows:

1. All of the property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property described in Exhibit B; designated as Common Elements on the Plat; or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.
2. The Common Elements shall be subject to appurtenant easements for services, public and private utilities, access, use and enjoyment in favor of each Unit and its Owners and Occupants, and their guests; subject to (i) the rights of Owners and Occupants in Limited Common Elements appurtenant to their Units and (ii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.
3. Subject to Sections 5, 6, and 9, all maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 **Limited Common Elements.** The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, and the rights to the use and enjoyment thereof are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows:

- a. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b. Improvements such as decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 4 Association Membership: Rights and Obligations

The following provisions shall govern membership in the Association, and the allocation to each Living Unit a portion of the votes in the Association and a portion of the Common Expenses of the Association:

4.1 **Membership.** Each Owner shall be a Member of the Association by virtue of his or her ownership of a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's Membership shall terminate when the Owner's ownership of a Unit terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Living Unit nor authorize the division of the voting rights.

4.2 **Voting and Common Expenses.** Voting rights and Common Expense obligations are allocated equally among the Living Units except that special allocations of Common Expenses shall be permitted as provided in Section 6.1. Voting rights, however, are further subject to the following:

a. The Association shall have two classes of voting membership:

(i) **Class A.** Class A Members shall all be Owners, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Unit of which they are the Owner. When more than one person is the Owner of any Unit, all such persons shall be Members, but the Owners of such Unit shall be collectively entitled to only one (1) vote for that Unit. When there is more than one Owner of a Unit, the vote shall be cast by one person properly designated as provided in the By-Laws. Any voting authority established in writing by the multiple Owners of a Unit and filed with the Association shall be valid until revoked in writing by such Owners and filed with the Association.

(ii) **Class B.** The Class B Member shall be Declarant, who shall be entitled to two (2) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership upon the occurrence of the earliest of the following:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
2. The date of _____; or
3. Upon the Declarant's voluntary conversion of its Class B membership to Class A membership

b. Members shall have no rights of cumulative voting. Members may vote by voice, ballot, proxy, mail or other reasonable means, subject to the terms provided in the Bylaws.

4.3 **Appurtenant Rights and Obligations.** The ownership of a Living Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interest, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 **Authority to Vote.** The Owner, or some other natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Living Unit(s) at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote. The voting rights of Owners are more fully described in the By-Laws.

Section 5 Administration

The following provisions shall govern the administration and operation of the Association and the Property, including but not limited to the acts required by the Association:

5.1 **General.** The operation and administration of the Association and the Property shall be governed by the Governing Documents and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 **Operational Purposes.** The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and Rules and Regulations (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible and (iii) preserving the value and architectural uniformity and character of the Property.

5.3 **Binding Effect of Actions.** All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal, representatives, successors and assigns, and all secured parties as defined in the Act.

5.4 **By-Laws.** The Association shall have By-Laws. The By-Laws and any amendments thereto shall govern the operation and administration of the Association.

5.5 **Management.** The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 **Rules and Regulations.** The Board shall have exclusive authority to approve and implement such reasonable Rules & Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this

Section. New or amended Rules and Regulations shall be effective only after reasonable notice has been given to the Owners.

5.7 **Association Assets & Surplus Funds.** All funds and real or personal property acquired by the Association shall be upheld and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

Section 6

Assessments for Common Expenses

6.1 **General.** Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion; subject to the limitations set forth in Sections 6.2 and 6.3, and the requirements of the By-Laws. Assessments for Common Expenses shall include annual assessments and may include Special Assessments. Assessments shall be allocated among the Units according to the Common Expense allocations set forth in Section 4.2, subject to the following qualifications:

- (a) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit, as determined by the Board.
- (b) Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit, as determined by the Board.
- (c) The Costs of insurance may be assessed in proportion to value, risk or coverage.
- (d) The costs of utilities may be assessed in proportion to usage.
- (e) Reasonable attorneys fees and other costs incurred by the Association in connection with (i) the collection of assessments, and/or (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their tenants or guests, may be assessed against the Owner's Unit.
- (f) Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.

- (g) Assessments levied under Section 515B.3-116 of the Act to pay a judgement against the Association may be levied against the Units existing at the time the judgement was entered, in proportion to their Common Expense liabilities.
- (h) If any damage to the Common Elements or another Unit is caused by the acts or omissions of any Owner or Occupant, or their tenants or guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.
- (i) If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.
- (j) If Common Expense liabilities are reallocated for any purpose authorized by the Act, common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.
- (k) Assessments under Subsections 6.1a-j shall not be considered Special Assessments as described in Section 6.3.

6.2 **Annual Assessment.** Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Section 6.2 and 6.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible.

- (a) Until a Common Expense is levied, Declarant shall pay all accrued expenses of the common interest community.
- (b) After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board, subject to Section 6.2 c.
- (c) Until the termination of the period of Declarant Control described in Section 15.7, the increase in the annual assessment for any year shall not exceed the greater of 5% of the total annual assessment for the Association's previous fiscal year, unless such increase is approved by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days, nor more than 30 days in advance of the meeting.

6.3 **Special Assessment.** In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all

Units for the purpose of defraying in whole or in part (i) the cost of any unforeseen or non-budgeted Common Expense, (ii) general or specific reserves for maintenance, repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days, nor more than 30 days in advance of the meeting.

6.4 **Capital Improvement Fund.** The Association shall establish a capital improvement fund to meet expenditures for improvements to the Common Elements as approved by the Association. The funds shall be deposited into the Association's account, and Declarant may not use the funds to defray any of its expenses, reserve contributions, or to make up any budget deficit while Declarant is in control of the Association.

6.5 **Liability of Owners for Assessment.** The obligations of an Owner to pay assessments shall commence at the later of (i) the recording of the Declaration or amendment thereto which creates the Owner's Unit, or (ii) the time at which the Owner acquires title to the Unit, subject to the alternative assessment program described in Section 6.7. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several against each Owner if there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 14, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

6.6 **Declarant's Alternative Assessment Program.** Notwithstanding anything to the contrary in this Section 6, if a Common Expense assessment has been levied, any Unit owned by Declarant for initial sale shall be assessed at the rate of 25% of the assessment levied on other Units of the same type until a Certificate of Occupancy has been issued with respect to such Unit or the Unit is otherwise legally inhabitable. This reduced assessment shall apply to each Unit owned by Declarant at the time that the Unit is crated, and shall continue until the issuance of the Certificate of Occupancy as previously described. There are no assurances that this alternative, assessment program will have no effect on the level of services for items set forth in the Association's Budget. There shall be no assessment on lots on which no Living Unit has yet be constructed.

6.7 **Assessment Lien.** The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515.B3-102 (a) (10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required.

6.8 Foreclosure of Lien & Remedies. A Lien for Common Expenses may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a Mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the unit.

6.9 Lien Priority & Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first Mortgage on the Unit, and (iii) liens for real estate taxes and their governmental assessments or charges against the Unit. Notwithstanding the foregoing, if a first priority Mortgage properly recorded against a Unit is foreclosed and no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes, Chapters 580, 581, or 582, then the holder of the Sheriff's Certificate of Sale from the foreclosure of the first Mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115(a), (b)(1) to (3), (l), and (1) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's Period of Redemption.

Section 7

Restrictions on Use of Property

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a Plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Subdivision Prohibited. Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners, all secured parties holding first Mortgages on any of the Units, and compliance with applicable statutes and laws imposed by governing authorities.

7.3 Use. The owners of the units may choose and to enter into an agreement for the management and rental of their unit. Personal use of the units, are considered to be the main reason for the development. In the event Owners desire the management company to lease their Unit there may be a more restrictive use by owner in accordance with the Rental Management and Lease Agreement. The Units shall be used by Owners, Occupants, and their guests or tenants exclusively for Residential

Purposes and for no other commercial, business, professional or other non-residential purposes, except as provided in Section 7.4. No changes in the use of the Property shall be made without prior receipt of all appropriate governmental approvals.

7.4 **Business Use Restricted.** No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements; except (i) an Owner or Occupant residing in or a guest temporarily occupying a unit may keep and maintain his or her business or professional records in such Unit and handle matters relating to such business by telephone, telecommuting or correspondence there from, or other home office occupations as allowed by local ordinance, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Unit by customers or employees and (ii) the Association may maintain offices on the Property for management and related purposes and (iii) the Declarant and his agents may conduct sales activities and have sales and construction offices or other office activities related to the development of the Association.

7.5 **Rental.** Rental of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) all Units may be subleased only through the agreed to management and rental company, (ii) no unit may be leased separately from the attendant Living Unit, (iii) all leases shall be subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act and any failure of the lessee to comply with the terms of such documents shall be a default under the lease and the Governing Documents. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the rental of Units, consistent with this Section.

7.6 **Parking.** Parking areas and any Garages on the Property shall be used only for parking of vehicles owned or leased by Owners, Occupants, and their guests and such other incidental uses as may be authorized in writing by the Association. The use of Garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including, without limitation, the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.7 **Storage.** Outside storage of any items, including, without limitation, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed. Household trash and garbage shall be regularly collected and may not be kept outside any Unit except on those days designated as pick-up days by a commercial or Municipal sanitation service, and then only if in tightly covered containers or as stipulated by the Municipality or the Association. No watercraft, inoperable automobiles, snowmobiles, fish houses, trailers, camping vehicles, recreational vehicles, tractor/trailers, buses, or trucks in excess of 1500 pounds gross weight, shall at any time be stored outside any Unit, except that watercraft, snowmobiles, and trailers in regular use may be temporarily parked in the Owners' driveway for a period not to exceed 48 consecutive hours. No exterior LP gas storage tanks shall be permitted on the property.

7.8 **Animals.** No animal may be kept, bred, or maintained for business or commercial purposes, anywhere on the Property. The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. Nothing herein shall prevent the Association from establishing the prohibition of keeping any or all animals on the Property except those used to aid persons with handicaps.

7.9 **Quiet Enjoyment: Interference Prohibited.** All Owners, Occupants and their guests shall have a right of quiet enjoyment in their respective Units, and shall use the property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by the other Owners, Occupants, and their guests.

7.10 **Compliance with Law.** No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner, Occupant, or guest.

7.11 **Alterations.** Except for those made by Declarant in consideration of its initial sale of each Unit, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "Alterations") shall be made, or caused or allowed to be made, by any Owner, Occupant, or their guests, in any part of the Common or Limited Elements, or in any part of the Unit which affects the Common or Limited Elements or which is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied.

7.12 **Access to Units.** In case of emergency, all Units and Limited Common Elements are subject to entry, without notice and at any time, by an officer or Member of the Board of the Association, by the Association's management agent or by any public safety personnel. An easement is hereby reserved across all of the streets within the plat to provide access to any Unit or to the Common Areas for emergency vehicles. Entry is also authorized for maintenance purposes under Section 9 and for enforcement purposes under Section 14.

SECTION 8

ARCHITECTURAL CONTROL

1. **Restrictions on Alteration.** The following restrictions and requirements shall apply to alterations on the Property:
 - a. Except as expressly provided in this Section 8, and except for alterations made by Declarant in consideration of its initial sale of each Unit, no structure, building additions, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which is visible from the exterior of the Unit (collectively referred to as "alterations"), shall be commenced, erected or maintained in a Unit, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board of Directors or a

committee appointed by it. Notwithstanding the foregoing, Declarant's written consent shall also be required for alterations until Declarant no longer owns any unsold Unit.

- b. The criteria for approval shall include and require, at a minimum (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography (ii) comparable or better quality or materials as used in existing improvements, (iii) ease of maintenance and repair, (iv) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, and (v) compliance with governmental laws, codes and regulations.
 - c. No alterations of the Property shall encroach upon an existing Unit.
 - d. Approval of alterations which encroach upon the Common or Limited Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved; provided, that any easement for a deck or patio other than as originally constructed shall require approval by resolution of the Board of Directors and a file of such resolutions shall be maintained permanently as a part of the Association's records.
 - e. Alterations described in Section 16 shall be governed by that Section.
2. **Review Procedures.** The following procedures shall govern requests for alterations under this Section:
- a. Detailed plans, specifications, and related information for any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board of Directors at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to written approval.
 - b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board of Directors, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the plans, specifications and related information which were submitted and in conformity with the Act, the Declaration, and all governmental law, ordinance, and regulations.
 - c. If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Unit the alterations are made, by the Association or another Owner, within twelve months following the date of commencement of the alterations. Notice may be direct written notice or the commencement of legal action by or on behalf of the

Association or an Owner. The Owner of the Unit in which the alterations are made shall have the burden of proof, by clear and convincing evidence, which the alterations were commenced and reasonably visible for at least twelve months following completion and that the notice was not given.

3. **No Liability.** The Board or architectural control committee shall not be liable in damage or otherwise to any person submitting requests for approval or to any Owner within the property by reason of any action, failure to act, approval disapproval, or failure to approve or disapprove with regard to such requests.

4. **Remedies for Violations:** The Association may undertake any measures, legal, equitable or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorney's fees and costs of enforcement, whether or not a legal action is started. Such attorney's fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

SECTION 9

MAINTENANCE

1. **Maintenance by Association.** The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common and Limited Elements. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for the exterior maintenance upon the Dwelling in each Unit that is subject to assessment as follows: refinishing, repairing, and replacement of roofs, gutters, down spouts, decks, patios, rails, fences, trellises, planters, exterior doors, exterior windows, exterior siding, trim and other building surfaces ore elements, and (ii) provide for lawn, shrub and tree maintenance, landscape services on all Units as determined by the Association, and (iii) provide for maintenance on all driving and parking surfaces including snow removal. The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred to in this Section; unless otherwise approved under Section 9.2, the Association shall have easements as described in Section 13 to perform its obligations under this Section 9.

2. **Optional maintenance by Association.** In addition to the maintenance described in this Section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior

maintenance to the Units of Dwellings, or maintenance of water and septic systems within the Units.

3. **Maintenance by Owner.** Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. The Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

4. **Damage Caused by Owner.** Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon an Unit to do so, and the cost thereof may be assessed against the Unit of the Owner responsible for the damage. In the case of party walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 10.

SECTION 10

PARTY WALLS

1. **General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The plans do not contemplate the construction of any party walls.

SECTION 11

INSURANCE

1. **Required Coverage.** The Association shall obtain and maintain, at a minimum a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "Replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverage and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a Mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a Mortgagee, insurer or servicer, including with limitation the FHA or FNMA, obligating the Association to keep certain specified coverage or endorsements in effect.

- b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of \$1,000,000 per occurrence against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupants because of negligent acts of the Association or of the Owners or Occupants. The policy shall include such additional endorsements, coverage and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a Mortgage on a Unit.

- c. Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, manager, trustee, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase or financing of a Mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a Mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriated endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation, shall be added.

- d. Workers' Compensation insurance as required by law.

- e. Directors and officers liability insurance with such reasonable limits and coverage as the Board shall determine from time to time.

- f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.
2. **Premiums; Improvements; Deductibles.** All insurance premiums shall be assessed and paid as a Common Expense. The insurance need not cover improvements and betterment to the Units installed by Owners, but if improvements and betterment are covered, any increased cost may be assessed against the Units affected. The Association may in the case of a claim for damage to a Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.
 3. **Loss Payee; Insurance Trustee.** All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.
 4. **Waivers of Subrogation.** All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, Members of the Owner's household, officers of directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.
 5. **Cancellation; Notice of Loss.** All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least 30 days prior written notice to the Association, to the FHA or FNMA (if applicable), all of the insured and all Eligible Mortgagees.
 6. **Restoration in Lieu of Cash Settlement.** All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirements of law.
 7. **No Contribution.** All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchase by Owners or their Eligible Mortgagees.

8. **Effect of Acts Not Within Association's Control.** All policies of insurance maintained by the Association shall provide that the coverage shall not be avoided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.
9. **Owner's Personal Insurance.** Each Owner may obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property or personal liability. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association.

SECTION 12

RECONSTRUCTION CONDEMNATION AND EMINENT DOMAIN

1. **Reconstruction.** The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Section 18.9.
2. **Condemnation and Eminent Domain.** In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided that notice shall be given pursuant to Section 18.9. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governed Documents, as their interests may appear.
3. **Notice.** All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Section 18.9.

SECTION 13

EASEMENTS

13.1 Easement for Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in

favor of the adjoining Unit for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, patios, utility installations and other appurtenances added pursuant to Section 8. If there is no encroachment by a Dwelling, or other building or improvement located in a Unit, upon another Unit or Dwelling as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the property, an appurtenant easement for the encroachment, for the use, enjoyment and habitations of an encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist; provided that with respect to improvements or alterations added pursuant to Section 8 no easement shall exist unless the same have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.2 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement, and reconstruction of the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

13.3 Utility Easements. The Property shall be subject to non-exclusive, appurtenant easement for all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Units for all such services, including, without limitation, any sewer or water lines servicing other Units. Each Unit shall also be subject to an exclusive easement in favor of the Association and all utility companies providing service to the Units for the installation and maintenance of utility metering devices.

13.4 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or an Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded, shall include reasonable access to the easement areas through the Unit and the Common Elements for purposes of maintenance, repair, replacement, and reconstruction.

SECTION 14

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

14.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 Sanctions and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants, and/or tenants or guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act.

- a. Commence legal action for damages or equitable relief in any Court of competent jurisdiction.
- b. Impose late charges of up to 15% of each late payment of an assessment or installment thereof.
- c. In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full of all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations of the Association.
- e. Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that this limitation shall not apply to the Limited Common

Elements or deck, balcony, or patio easements, appurtenant to the Unit, and those portions or the common Elements providing utility services and access to the Unity. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.

- f. Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged by altered, by any Owner or Occupant, or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.
- g. Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners of Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners, Occupants and/or their guests, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be abated or demolished only pursuant to a court order or with the agreement of the Owner.
- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of Mortgages by action or under a power of sale as allowed by law.

14.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 14.2.d, e. or f. of this Section, the Board shall, upon written request of the Offender, grant to the Offender a fair and equitable hearing as contemplated by the Act. The Offender shall be given notice of the nature of the violation and the right to hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the board, and with at least 10 days prior written notice to the Offender. If the Offender fails to appear at the hearing then the right to hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the Offender within ten days following the hearing, if not delivered to the Offender at the hearing.

14.4 Lien for Charges, Penalties, Etc. Any assessments, charges, fines, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the rights

to pursue any others.

14.5 Costs of Proceeding and Attorney's Fees. With respect to any collection measures, or measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a Court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys fees and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association.

14.6 Liability for Owners' and Occupants' Acts. An owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants, or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her unit.

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15

SPECIAL DECLARANT RIGHTS

Declarant thereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103(32) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

15.1 Complete Improvements. To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations in the Property to accommodate its sales facilities.

15.2 Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by Section 16.

15.3 Sales Facilities. To construct, operate and maintain a sales office, management office, model Units and other development, sales and rental facilities within the Property and any Units

owned by Declarant from time to time, located anywhere on the property.

15.4 Signs. To erect and maintain signs and other sales displays offering the Units for sales or lease, in or on Unit owned Declarant and on the Common Elements.

15.5 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the Members of the Board pursuant to Section 515B.3-103 of the Act, until the earliest of: (1) voluntary surrender of control by Declarant, (11) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75% of the total number of Units authorized to be included in the Property or (iii) the date three (3) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than Declarant shall have the right to nominate and elect not less than 33-1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Property.

15.6 Consent to Certain Amendments. As long as Declarant owns any unsold Unit, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects or may affect Declarant's rights under the Governing Documents.

SECTION 16

RIGHTS TO RELOCATE UNIT

BOUNDARIES AND ALTER UNITS

16.1 Rights to Relocate Boundaries and Alter Units. Existing or future Units may be altered and Unit boundaries may be relocated only in accordance with the following conditions:

- a. **Relocations of Boundaries.** Upon receipt of all appropriate governmental approvals, the boundaries between adjoining Units may be relocated in accordance with Section 515B.2-114 of the Act and Subsection c of this Section.
- b. **Subdivision or Conversion.** No additional Units may be created by the subdivision or conversion of a Unit (within the meaning of the Act) into two or more Units, nor into other Units, Common Elements or Limited Common Elements.

- c. **Requirements.** The alteration, relocation or boundaries or other modifications of Units or Dwellings or other structures located therein (collectively referred to herein as “alteration” or “alterations”) pursuant to this Section, Section 8 and the Act may be accomplished only in accordance with the following conditions:
- (1) No Unit may be altered if, thereafter, the Dwelling located therein, or any other Dwelling affected by the alteration, would no longer be habitable or practicably usable for its intended purpose or would violate any law, code or ordinance of any governmental authority having jurisdiction over the Property.
 - (2) No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weather-tight integrity or any portion of any building or other structure.
 - (3) The prior written consent of the Association shall be required for any alteration, except alterations by Declarant. Where required, such consent shall be requested in writing by each Owner whose Unit is proposed to be altered, accompanied by such explanation, drawing and specifications related to the proposed alteration as may be reasonable required by the Association or the first Mortgagee of the Unit. The Association shall give such Owner(s) notice in an expeditious manner, granting, denying or qualifying its consent.
 - (4) As a precondition to the consenting to alterations the Association may require among other things, the following: (i) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the building; (ii) that the Common Elements and altered Units will be repaired and/or restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants, or their guests; (iv) that the property, the first Mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations; and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.
1. **Costs of Fees and Filing.** The Association may require that the Owners of Units to be altered to pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys’ fees, incurred by the Association in connection with alterations.

SECTION 17

AMENDMENTS

This Declaration may be amended by the consent (i) Owners of Units to which are allocated at least seventy-five (75%) of the votes in the Association, (ii) the percentage of Eligible Mortgages (based upon one vote per first Mortgage owned) required by Section 18 as to matters prescribed by said Section and (iii) the consent of Declarant to certain amendments as provided in Section 15.7. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Consent of Eligible Mortgages and the Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act. And affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 18

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

1. **Consent to Certain Amendment.** The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first Mortgages held by Eligible Mortgagees (based upon one vote per first Mortgage owned) shall be required for any amendment to the Governing Documents which cause any change in the following: (i) voting rights; (ii) assessments, assessment liens, or priority of assessment liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or right to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the property; (ix) insurance or fidelity bonds; (x) leasing of Units; (xi) imposition of any restriction on an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association to establish self management when professional management is in effect; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of Mortgages.

2. **Consent to Certain Actions.** The written consent of Eligible Mortgagees representing at least seventy-five (75%) of the Units that are subject to the first Mortgages held by Eligible Mortgagees (based upon one vote per first Mortgage owned) shall be required to (i) abandon or terminate the common interest community; (ii) change the allocations of voting rights, Common Expense obligations or interest in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.
3. **No Right of First Refusal.** The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.
4. **Priority of Lien.** Any holder of a first Mortgage on a Unit or any purchaser of first Mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first Mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first Mortgage holder or purchaser; (i) except as provided in Section 6 and the Act and (ii) except that any un-reimbursed assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.
5. **Priority of Taxes and Other Charges.** All taxes, assessments and charges that may become liens prior to the first Mortgage under state law shall relate only to the individual Units and not to the Property as a whole.
6. **Priority for Condemnation Awards.** No provision of the governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnations awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.
7. **Management Agent.** The Property may be managed by a Management Agent in accordance with a management agreement reasonably acceptable to the Association.
8. **Access to Books and Records & Audits.** Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by any institutional guarantor or insurer of a Mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

9. **Notice Requirements.** Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Mortgage on a Unit, and the Unit number or address, insurer or guarantor shall be entitled to timely written notice of:
- a. a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the Mortgage;
 - b. a 60 day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a Mortgage;
 - c. a lapse, cancellation or material modification of any insurance policy maintained by the Association; and
 - d. a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 19

FLEXIBLE COMMON

INTEREST COMMUNITY

1. The Declarant does not intend to add additional real estate to the Property. Therefore, this is not a flexible common interest community.

SECTION 20

MISCELLANEOUS

1. **Sever-ability.** If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.
2. **Construction.** Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, any section thereof, shall be deemed to include any statute amending or replacing the Act, and the comparable sections thereof.

3. **Tending of Claims.** In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

4. **Notices.** Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owner or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to the By-Laws shall be effective upon receipt by the Association.

5. **Conflicts Among Documents.** In the event of any conflict among the provisions of the Act, the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Act shall control. As among the Declarations, By-Laws and Rules and Regulations, the Declaration shall control, and as between the By-Laws and Rules and Regulations, the By-Laws shall control.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of the Act.

The Range Homeowner's Association, Inc.

By: _____

Dawn Bittner

From: Fire Department
Sent: Tuesday, April 02, 2019 9:10 PM
To: Dawn Bittner
Subject: RE: New Preliminary Plat

Follow Up Flag: Follow up
Flag Status: Flagged

Dawn,

I do have concerns for the fire protection of the units. I see they are planning a common well for the units. I would like to see if they would put in a hydrant off the same well for fire protection. Don't know if we can force them to do it, but it would be nice.

Tom Nelson, Chief
Pequot Lakes Fire Department
4638 Main Street
Pequot Lakes, MN 56472
218-568-8201
218-839-1448 Cell

"This institution is an equal opportunity provider and employer"

From: Dawn Bittner
Sent: Tuesday, April 02, 2019 1:51 PM
To: Fire Department <pequotfd@pequotlakes-mn.gov>
Subject: New Preliminary Plat

Hi, Tom:

Attached please find the Preliminary Plat for a subdivision Dan Helbling is planning just north of Preserve Golf Course. Access would be from Preserve Blvd. and Little Walnut Lane.

Do you have any concerns? Thank you!



Dawn Bittner
Zoning Specialist
City of Pequot Lakes
4638 Main Street
Pequot Lakes, MN 56472
218-568-6699
Direct Line: 218-568-2354
dbittner@pequotlakes-mn.gov

January 30, 2019

Mark Hallan, Chairman
Pequot Lakes Planning and Zoning Commission
4638 Main Street
Pequot Lakes, MN 56472

RE: Preserve Golf Course Housing Development Overlay District

Dear Mr. Hallan and Members of the Commission,

I am addressing this letter as a resident of Pequot Lakes and someone who has been involved with economic development and promotion of the community for the past 27 years. I personally wish to lend my support to the proposed Overlay District and PUD adjacent to the Preserve Golf Course. In addressing various aspects of economic development in our city, it has become apparent that we have a challenge in providing housing to our residents, both on the level of affordable dwellings and homes priced in the medium range of \$300,000 to \$500,000.

In so many cases, we have employees of major businesses in our city that work here but end up living in other communities due to a shortage in residential stock. Specifically this project addresses several issues on a positive basis for our city:

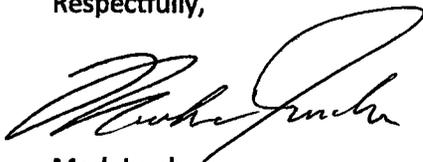
1. Our city currently has a very limited tax base which presents a challenge to provide infrastructure, commercial, recreational, and education services for a larger area. The first phase alone could provide \$21,000 in annual tax revenue with potentially an additional \$50,000 if completed in its entirety.
2. The golf course area is conducive to the concept with limited impact on waterways and the environment. Utilizing the PUD conserves open green space while allowing additional concentration of residential availability.
3. It provides an option for families and individuals who wish to transition from their larger residential units, some on the lake, to locate within the city limits of Pequot Lakes. We have examples of current residents who have moved to the Baxter/Brainerd area due to unavailability of housing in our city.
4. Having more people who live and work in our city increases the sense of community and provides a greater number of individuals who are available to contribute to the well being of our city. The "this is my town" frame of mind is a result.

5. Provides a market of year round or seasonal residents who purchase goods and services from our local businesses. Currently so many purchase items where they live.
6. It is becoming evident to many in economic development that businesses locate where there is adequate housing and potential employees to fill job positions. A reverse of what was experienced in the past. Coupled with the expansion and infill efforts for our business park, this piece of the puzzle enhances its success. Our lakes and quality of life are attractive.
7. The younger generations are drawn to community settings and availability of recreational opportunities. Our area provides that, but is short on the housing options. This project will address the middle economic segment. Breezy Point's development around their golf courses has been very successful and it would be to our benefit to be part of such a concept.

In expressing my support for this project, I am not in a knowledgeable position to comment on the financial viability or status of the developer. My support is exclusive to the design concept, the need, and the economic impact of such an endeavor.

I appreciate your consideration of this proposed Overlay District and the time and commitment that you have and continue to make to our city. I also value the developer's investment of time and capital involved with a project of this nature and magnitude. Such investment and sound planning are vital to the quality, success, and health of our city.

Respectfully,



Mark Jurchen
31378 Lakeside Ave
Pequot Lakes, MN 56472
218-820-5458

December 14, 2018

Grand View Lodge
23521 Nokomis Ave.
Nisswa, MN 56468

Pequot Lakes Planning and Zoning Administrator
4638 Main Street
Pequot Lakes, MN 56472

To Whom It May Concern,

As an active member of the Pequot Lakes business community, we would like to express our strong support for the proposed Overlay District and PUD Request on the land owned by Daniel Helbling adjacent to the The Preserve golf course.

The Preserve was developed nearly 30 years ago, and in that time, Grand View Lodge and Mr. Helbling have worked together to participate in and contribute to the growth of Pequot Lakes, as well as strived to promote of a positive image of the city.

This project is important to our business specifically because we believe that this development will enhance the desirability of The Preserve, as well as the city of Pequot Lakes. Similar developments were established at another golf course of Grand View Lodge (The Pines) to great success. Given the picturesque views and outstanding reputation of The Preserve, we are confident that this development will be equally successful. We trust that the Planning and Zoning Board will ensure the development is compatible.

In conclusion, we respectfully ask you to consider and approve the Overlay District proposed by Mr. Helbling. Grand View Lodge strongly supports the development of this land, again in a compatible fashion, and we are confident that it will be a valued addition to the city of Pequot Lakes.

Should you have any questions or concerns, please do not hesitate to contact me.

Best Regards,



Mark Ronnie
General Manager
Grand View Lodge

APP # 19-12
SF # _____
Date 3-20-19
(for office use only)

**CITY OF PEQUOT LAKES
CONDITIONAL USE APPLICATION**

Name of Applicant Resort Development LLC Phone 218-839-0306

Mailing Address PE Box 488 Email waltdene@usbank.net

City, State, Zip Pequot Lakes, MN 56472

Applicant is:
Legal Owner
Contract Buyer
Option Holder
Agent
Other _____

Title Holder of Property:
Dan & Laurie Hebling
(Name) Little Walnut Lane
5870
(Address) Pequot Lakes, MN 56472
(City, State, Zip)

Signature of Owner, authorizing application (required): [Signature]
(By signing the owner is certifying that they have read and understood the instructions accompanying this application.)

Signature of Applicant (if different than owner): _____
(By signing the applicant is certifying that they have read and understood the instructions accompanying this application.)

Location of property involved in this request:

Parcel ID No. _____ Zoning District RR

Legal Description (if metes and bounds, attach sheet): see attached

State nature of request in detail: (What are you proposing for the property?)

see attached

What changes (if any) are you proposing to make to this site?

Building: _____

Landscaping: _____

Parking/Signs: _____

City of Pequot Lakes Conditional Use Application

Applicant	Premier Homes, Resort Development LLC
Mailing Address	PO Box 488, Pequot Lakes, MN 56472
Address	5850 Little Walnut Lane, Pequot Lakes, MN 56472
Property Owner	Dan and Lauri Helbling, Helbling Land Company
Parcel ID #	290252100AZA009
Location	Adjacent to The Preserve Golf Course

Current Conditions

Current Zoning	Rural Residential with Residential- Golf Course Community Overlay District
Area	12.2 acres
Current Land Use	Vacant, raw land
Site Conditions	Partially wooded, some open areas, previously logged
Access	Private road to Hwy 107
Adjacent land use and zoning	
North	Rural Residential, Vacant land
South	Recreational, Golf course
East	Rural Residential, Golf course
West	Rural Residential, Golf course
Growth Plan	Rural Residential
Utilities	Water - none Sewer - none

Proposed Conditions

Proposed Land use	15 unit single family homes built under the Conservation Subdivision guidelines
Density Allowed	2 units per acre or 24 Units
Density Proposed	1.25 Units per acre or 15 units
Proposed Zoning	No Change
Utilities	Sewer - Private Water - Private
Access road	Private
Proposed Public Services	None, all streets, sewer, water, electrical utilities are private.

Pursuant to the Pequot Lakes City Ordinance, Section 170.050, the applicant should be prepared at the public hearing to discuss the following issues by explaining how the Conditional Use will cause no significant adverse effects.

(1) Describe the impact on the use and enjoyment of other property in the immediate vicinity. If there is no impact, explain why.

The development as proposed should have no negative impact on the use and enjoyment of other properties in the immediate vicinity. The property surrounding the development is as follows: North- 2000+ acres of raw land, one seasonal home approx. 1/2 mile to the north of development. South- The Preserve Golf Course, no adverse effect, will benefit from more people to play the course and use the facilities. East- Vacant county owned land. West- The Preserve Golf Course.

Owners of these properties share the private road to access their respective properties; and currently it is a gravel road that is maintained by current owner, Preserve Golf Course and others. This development will provide for a paved road and maintenance such as snowplowing etc on a regular basis, benefitting the surrounding property owners.

(2) Describe character of the area and the existing patterns and uses of development in the area. How is this proposal consistent with those patterns and uses?

The development is located in south side of The City of Pequot Lakes, about 2 miles to the city center. There are other developments in the vicinity that have been built over the last several years, including, Evergreen, which is located approximately 1/2 mile to the west of this project is an attractive single family home development is one example.

The Preserve Golf Course has become a destination golf course for people from across the upper Midwest. It has been around about 30 years and has been a contributor to the city by employing a number of people and, providing support for community events.

This development is consistent with other golf courses in the county by providing living and lifestyle options to the area.

(3) Describe the impact on the capacity of existing or planned community facilities (sewer, water, drainage, etc.). Describe additional facilities will be required.

There will be no facilities or costs requested by the development. The development is fully self-supporting as all infrastructure will be private. All roads will be built and maintained by the development, all water, sewer, drainage, etc. will be built by the developer and maintained by the association.

(4) Describe the impact on the character of the neighborhood in which the property is located.

The design plans for the development are and will be consistent with the surrounding properties. Architectural guidelines as well as landscaping and natural buffers will make this development an asset to the golf course and provide for much needed housing in the city.

Conditional Use Application Statements

1. State nature of request in detail. (What are you proposing for the property?)

This application is to acquire approval for a 15 unit Planned Unit Development (PUD) and Conditional Use Permit (CUP), plan for the proposed "The Range" Planned Unit Development and Common Interest Community (CIC), on 12.2 acres of property to the north side of The Preserve Golf Course. This application will follow the "Conservation Subdivision" guidelines as defined in the City of Pequot Lakes Ordinances.

The property contains limited variations in elevation. The property is mostly flat with a drop on the westerly side and a wetland on the westerly portion of the land.

The project is located on the north side of The Preserve Golf Course Driving Range, which is operated by Grand View Lodge. The Preserve Golf Course was developed almost 30 years ago by the applicant for this project, it has won numerous rewards and is active in the community. Grand View Lodge has provided a letter of support for tis project.

The developer is proposing to construct the development over the next two years. As per city code, the developer will follow the "Conservation Subdivision" guidelines. The development consists of 12.2 acres. Current conditions allow for a max density of 2 units per acre; the project as proposed would have a density of 1.25 units per acre. 50' setbacks are adhered to on all sides of the property.

There will be no requests for any city services as all roads, streets, sewer and water will be private.

Upon anticipated approval of this preliminary application developer will finalize all drawings and plans and acquire all required permits from any agencies needed.

2. What changes are you proposing to make to this site?

Building: The property is currently raw land with a mixture of trees and open areas. We are proposing to build 15 single-family homes. The buildings will follow the architectural guidelines as written in the Home Owners Association (HOA) documents.

Landscaping: The plan follows the city ordinances of 50' buffers around the sides. The individual homes will have side, front, and back yard landscaping consisting of trees, plants, and bushes. As many existing trees as possible will be kept on the property to keep the original feel of the area.

Parking/Signs: The project will have signs installed along the private roads to assist owners and others to the units and identify the development. A minimum of parking spaces for each unit will be provided as per the Conservation and city code standards.

(5) Describe the impact to traffic on the roads and highways in the vicinity, and expected traffic generated by this application. Is there adequate parking available to accommodate the proposal?

The development is located to the North side of the Preserve Golf Course, the road servicing the golf course was built to highway standards and provides access to the golf course clubhouse and maintenance facilities. Approximately 100 cars use this road on a typical summer day. In the winter, the course is closed and there is very limited use by the maintenance personnel of the golf course. The other traffic on the road is from three seasonal homeowners and one full-time homeowner. No negative impact will be caused by this development.

Parking is provided for under the standards of the CUP and PUD adhering to the Conservation Subdivision guidelines; there is more than adequate room available for parking.

(6) Discuss any environmental limitations of the site or area.

The development is proposed to be built following all design standards and regulations regarding setbacks, buffers, drainage, and impervious calculations. While the property does have a small wetland on the most westerly portion, all setbacks and best practices will be followed in the construction and maintenance of the project. The majority of the homes will be built on the highest part of the property.

APP #	<u>19-13</u>
SF #	_____
Date	_____
DWSMA	<u>NO</u>

**CITY OF PEQUOT LAKES
SUBDIVISION/REZONING APPLICATION**

Name of Applicant Project Development / Planner Home S Phone 218-838-0300
Mailing Address PO Box 488 Email worldan@uslist.net
City, State, Zip Pequot Lakes, MN 56472

Applicant is:		Title Holder of Property:
Legal Owner	<input checked="" type="checkbox"/>	<u>Man and Heidi Heikkinen</u>
Contract Buyer	<input type="checkbox"/>	(Name)
Option Holder	<input type="checkbox"/>	<u>5850 Little Walnut Lane</u>
Agent	<input type="checkbox"/>	(Address)
Other	_____	

Signature of Owner, authorizing application: 
(By signing the owner is certifying that they have read and understood the instructions accompanying this application.)

Signature of Applicant (if different than owner): _____
(By signing the applicant is certifying that they have read and understood the instructions accompanying this application.)

Location of property involved in this request:

Parcel ID No. 290252100AZ A009 Zoning District _____

Nature of request (select only one):

- Preliminary Plat
- Final Plat
- Metes and Bounds
- Rezoning

*** Please see the attached Checklist on Page 4.

CITY OF PEQUOT LAKES
PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
FOR A CONDITIONAL USE PERMIT
TO CREATE A 15 UNIT PLANNED UNIT DEVELOPMENT
WITHIN THE RURAL RESIDENTIAL
ZONING CLASSIFICATION
APRIL 18, 2019
6:00 PM
AT
CITY HALL
4638 MAIN STREET

TO WHOM IT MAY CONCERN:

The following will be the subject of a public hearing on April 18, 2019, beginning at 6:00 PM.

Hearing: Conditional Use Permit.

Applicant: Premier Homes, Resort Development LLC

Property Description: Property is located along Little Walnut Lane. Parcel ID is: 290252100AZA009.

Purpose: Application is for a Conditional Use Permit to create a 15 unit residential Planned Unit Development in the Rural Residential zoning classification. All interested persons are invited to attend these hearings and be heard or send written comments to City Hall. Copies of the permit, maps, drawings and staff report are available at City Hall at least one week prior to the hearing date. Copies of the Staff Report regarding this application are available at City Hall or on-line at www.pequotlakes-mn.gov.

Property Owners Please Note: Notice relative to the above listed request is sent to all property owners within 350' of the applicant's property. Please share this information with your neighbors in the event that any property owner has been overlooked or is not contained in our records.

Dawn Bittner
Zoning Specialist
City of Pequot Lakes

"This institution is an equal opportunity provider and employer"

CITY OF PEQUOT LAKES
PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING FOR THE
PRELIMINARY PLAT OF
"THE RANGE"
APRIL 18, 2019
6:00 P.M.
AT
CITY HALL
4638 MAIN STREET

TO WHOM IT MAY CONCERN:

The following will be the subject of a public hearing on April 18, 2019, beginning at 6:00 p.m.

Hearing: Preliminary Plat

Applicant: Premier Homes/Resort Development LLC

Property Description: Property is located along Little Walnut Lane. Parcel ID is: 290252100AZA009.

Purpose: The applicant is proposing to create fifteen (15) residential lots in the Rural Residential in the Residential-Golf Course Community Overlay District. All interested persons are invited to attend this hearing and be heard or send written comments to City Hall. Copies of the permit, maps, drawings and staff report are available at City Hall at least one week prior to the hearing date. Copies of the Staff Report regarding these applications are available at City Hall or on-line at www.pequotlakes-mn.gov.

Property Owners Please Note: Notice relative to the above listed requests is sent to all property owners within 350' of the applicant's property. Please share this information with your neighbors in the event that any property owner has been overlooked or is not contained in our records.

Dawn Bittner
Zoning Specialist
City of Pequot Lakes

"This institution is an equal opportunity provider and employer"

**CITY OF PEQUOT LAKES
PLANNING COMMISSION RESOLUTION 19-__**

A RESOLUTION APPROVING THE REQUEST FOR A CONDITIONAL USE PERMIT TO CREATE A 15 UNIT PLANNED UNIT DEVELOPMENT

WHEREAS, the applicant, Resort Development LLC/Premier Homes, seeks a Conditional Use Permit under City Code Section 17-11.6 to create a 15 unit Planned Unit Development along Little Walnut Lane, legally described on the attached Exhibit A (the "Property"), which is zoned Rural Residential; and,

WHEREAS, the Planning Commission conducted a public hearing on April 18, 2019, and received public testimony regarding the proposed Conditional Use Permit; and

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, the Planning Commission, having reviewed and considered the application, staff analysis and public testimony regarding the proposed Conditional Use Permit at its meeting of April 18, 2019, does hereby resolve the Conditional Use Permit application as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF PEQUOT LAKES, MINNESOTA, that it adopts the following findings of fact related to the requested Conditional Use Permit.

A. Mandatory Criteria:

1. **Criteria #1:** The use or development is an appropriate conditional use in the land use zone.

Finding #A1: The proposed Planned Unit Development is an appropriate use in the "Rural Residential" zone. Residential Planned Unit Developments are allowed in the "Rural Residential" zone with a Conditional Use Permit.

2. **Criteria #2:** The use or development, with conditions, conforms to the comprehensive land use plan.

Finding #A2: The proposed development pattern is in harmony with the land use density, transportation facilities, and community facilities objectives in the Comprehensive Plan. The Plan identifies the subject property as "Rural Residential" which is, "Development patterns in this area are low-density residential. These areas will not be served by municipal utilities and the amount of new roads and development will be limited."

3. **Criteria #3:** The use with conditions is compatible with the existing neighborhood.

Finding #A3: Lot layouts are compatible with the adjoining properties. The surrounding uses include a seasonal home and vacant land to the north, vacant County owned land to the east, and the Preserve Golf Course to the south and west.

4. **Criteria #4:** The use with conditions would not be injurious to the public health, safety, welfare, decency, order, comfort, convenience, appearance or prosperity of the City.

Finding #A4: The development will not depreciate property values within the immediate vicinity.

B. Additional Criteria:

1. The conditional use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose permitted on that property, nor substantially diminish or impair values in the immediate vicinity.

Finding #B1: The use and enjoyment of other property in the immediate vicinity of the subject property will not be impaired. The surrounding uses include a seasonal home and vacant land to the north, vacant County owned land to the east, and the Preserve Golf Course to the south and west. The development includes a 50-foot buffer (no buildings) around the perimeter of the subject property.

2. The conditional uses will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

Finding #B2: The proposed development will not impede the normal and orderly development of surrounding vacant property.

3. The conditional requirements at public cost for public facilities and services will not be detrimental to the economic welfare of the community.

Finding #B3: The development will not depreciate property values within the immediate vicinity.

4. The conditional use will have vehicular approaches to the property which are so designed as not to create traffic congestion or an indifference with traffic on surrounding public thoroughfares.

Finding #B4: The development will not cause the Local, County, and State road systems to exceed their safe carrying capacity.

5. Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use.

Finding #B5: The development has a sufficient number of off-street parking spaces. Loading spaces are not necessary since the development does not include commercial uses.

6. Adequate measures have been taken or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so none of these will constitute a nuisance and to control lights and signs in such a manner, that no disturbance to neighboring properties will result.

Finding #B6: The development will not generate public nuisances such as offensive odor, fumes, dust, noise, or vibration. The development does not contain street lights or other lighting that will impact adjacent properties.

7. The conditional use will not result in the destruction, loss or damage of a natural, scenic or historical feature of major significance.

Finding #B7: The development pattern preserves natural features including trees and other vegetation by utilizing a 50-foot buffer around the perimeter of the development. Trees and other vegetation will also be preserved in Lot 16.

8. The conditional use will promote the prevention and control of pollution of the ground and surface waters including sedimentation and control of nutrients.

Finding #B8. The property is not adjacent to a public water body so provisions for water based recreation are not necessary.

BE IT FURTHER RESOLVED that, in accordance with the Planning Commission's findings of fact above, the Conditional Use Permit to create a 15 unit Planned Unit Development at the Property is hereby approved with the following conditions:

On the conditional use permit and preliminary plat:

1. Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, buffers, infiltration basins and improvements dated April 8, 2019.

2. Prior to construction, excavation, grading or other terrain disturbance, final plans for all infrastructure (private roads, water system, etc.) and grading shall be submitted to and approved by the City Engineer. The improvements within the development shall be designed by a licensed engineer.
3. The 50-foot buffer around the perimeter of the planned unit development shall remain in a natural state in perpetuity, except for road access areas and SSTS components. The vegetation in the buffer shall not be altered except to create areas for SSTS tanks/drainfield(s) and road accesses. Structures may not be constructed in the buffer.
4. Lots 1 – 15 may only be developed with single family homes.
5. Lot 16 (greenspace) may not contain any structures. Vegetation located in Lot 16 shall substantially remain in a natural state. Vegetation may be removed from Lot 16 in order to construct trails, private roads, sewer system, and water system. Reference to these provisions shall be made in the development covenants.
6. A hydrant shall be installed off of the deep water well for fire protection.
7. Ownership and long-term maintenance responsibilities/obligations for the community water system shall be described in the development covenants.
8. Ownership and long-term maintenance responsibilities/obligations for the sewer system shall be described in the development covenants.
9. The cluster sewer system shall conform to Minnesota Pollution Control Agency Standards (Chapter 7080 – 7083 of the Minnesota Administrative Rules) and the City of Pequot Lakes SSTS standards. The final plat shall not be signed until the final SSTS design is reviewed and approved by an Advanced Inspector per Minnesota Rules.
10. The cluster water system shall conform to the Minnesota Department of Health Rules and Regulations MHD 210-230 “Water Well Construction Code”, and the cluster system shall receive the approval of the City Engineer.
11. The city attorney shall review and approve the declaration, covenants, by-laws, etc. before the final plat is signed.
12. The developer shall pay a park dedication fee in the amount of \$14,040.00 in accordance with Section 17-9.10 “Dedication to the Public – Standards”. (416 X 2.25 PPH = \$936 X 15 lots = \$14,040.).
13. Prior to the submission of a Final Plat application the applicant shall provide for the construction of the required improvements at their expense and shall have the work completed or shall enter a Development Contract and give bond or other financial assurance satisfactory to the Council in an amount equal to 125% of the estimated cost of the uncompleted improvements except as provided in 10.3. The bond shall be released by the City Council upon the recommendation of the City Engineer indicating the improvements are satisfactorily complete.

BE IT FURTHER RESOLVED that, in accordance with City Code Section 17-11.5, any person aggrieved by the Planning Commission’s resolution of the Conditional Use Permit application herein may appeal such resolution to the City Council by filing written notice of intent to appeal with the City Administrator within fifteen (15) days of the date of this Resolution indicated below.

Passed by the Planning Commission of the City of Pequot Lakes, Minnesota this 18th day of April, 2019.

Mark Hallan
Chair

ATTEST:

Dawn Bittner
Zoning Specialist

EXHIBIT A

Legal Description:

That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243.90 feet to the point of beginning of the tract to be herein described; thence South 02 degrees 00 minutes 57 seconds East 503.64 feet; thence North 74 degrees 18 minutes 34 seconds East 1021.29 feet; thence South 78 degrees 49 minutes 31 seconds East 204.23 feet; thence South 32 degrees 03 minutes 38 seconds East 256.73 feet; thence North 39 degrees 10 minutes 15 seconds East 134.23 feet; thence North 25 degrees 27 minutes 43 seconds East 335.21 feet; thence North 27 degrees 46 minutes 38 seconds West 21.10 feet; thence North 56 degrees 37 minutes 20 seconds West 114.10 feet to said north line; thence South 89 degrees 29 minutes 34 seconds West along said north line 1447.85 feet to the point of beginning.

Together with and subject to a 33.00 foot wide easement for ingress and egress purposes over and across the Southeast Quarter, Section 23, over and across the Southwest Quarter, Section 24, and over and across the Northwest Quarter, Section 25, all in Township 136 North, Range 29 West, Crow Wing County, Minnesota, the centerline is described as follows: Commencing at the southeast corner of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the south line of said Southeast Quarter 44.66 feet; thence North 42 degrees 21 minutes 28 seconds West 72.50 feet; thence North 61 degrees 23 minutes 59 seconds West 123.65 feet; thence northwesterly 67.95 feet along a tangential curve concave to the southwest having a radius of 255.76 and a central angle of 15 degrees 13 minutes 24 seconds to the point of beginning of the centerline to be herein described; thence North 59 degrees 46 minutes 19 seconds East not tangent to last described curve 102.11 feet; thence northeasterly 90.14 feet along a tangential curve concave to the southeast having a radius of 150.00 feet and a central angle of 34 degrees 25 minutes 55 seconds; thence South 85 degrees 47 minutes 46 seconds East tangent to said last described curve 174.10 feet; thence South 78 degrees 18 minutes 34 seconds East 205.41 feet; thence South 71 degrees 54 minutes 15 seconds East 548.54 feet; thence easterly 102.52 feet along a tangential curve concave to the north having a radius of 300.00 feet and a central angle of 19 degrees 34 minutes 49 seconds; thence North 88 degrees 30 minutes 56 seconds East tangent to said last described curve 193.89 feet; thence North 83 degrees 48 minutes 18 seconds East 194.62 feet; thence North 89 degrees 29 minutes 34 seconds East 392.96 feet; thence South 56 degrees 37 minutes 20 seconds East 121.08 feet; thence South 27 degrees 46 minutes 38 seconds East 98.25 feet and said described centerline there terminating.

The sidelines of easterly end of easement shall be prolonged or shortened to terminate on lines bearing South 25 degrees 27 minutes 43 seconds West and South 64 degrees 32 minutes 17 seconds East from Point A. Said Point A is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter

1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet to said Point A.

Also subject to easements, restrictions and reservations of record.