

CITY OF GRAND RAPIDS

*NOTICE OF MEETING
PLANNING COMMISSION*



**CITY OF
GRAND RAPIDS**
IT'S IN MINNESOTA'S NATURE

Meeting Agenda Full Detail

Thursday, August 1, 2019

4:00 PM

Council Chambers

Planning Commission

**COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744**

Call To Order**Call of Roll**

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approval of Minutes

19-0477 Approve the minutes of the July 9, 2019, 4:00 pm meeting.

Attachments: [July 9, 2019 Planning Commission Meeting Minutes](#)

Public Hearings

19-0479 Conduct a Public Hearing to consider a variance petition submitted by Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc.

Attachments: [Anderson Glass Variance Request: Staff Report](#)
[Anderson Glass Variance Request: Area Maps](#)
[Rules for Public Hearing & Variance Considerations](#)
[Anderson Glass Variance Request: Application](#)
[Anderson Glass Var. Request: Plan Sheets & Elevations](#)

General Business

19-0478 Consider a recommendation the City Council regarding the preliminary development plan and phase I final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, as submitted by Horseshoe Properties LLC. and Central Builders LLC.

Attachments: [Lakewood Estates 1st Add. PUD: Staff Report w/area maps & Reviewcomments](#)
[Lakewood Estates 1st Add. PUD: Final Development & Utilities Plan](#)
[PUD Considerations & Sect. 30-706 \(PUD's\)](#)
[Lakewood Estates 1st Add. PUD: Application](#)
[Lakewood Estates PUD: Preliminary Plan Sheets 1-4](#)
[Lakewood Estates PUD: Sample Declaration](#)

Public Input

Individuals may address the Planning Commission about any non public hearing item or any item not included on the Regular Meeting Agenda. Speakers are requested to come to the podium, state their name and address for the record and limit their remarks to three (3) minutes.

Miscellaneous\Updates

Adjourn

*NEXT REGULAR PLANNING COMMISSION MEETING IS SCHEDULED FOR:
Thursday, September 5, 2019*



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0477 **Version:** 1 **Name:** Approve the minutes of the July 9, 2019, 4:00 pm meeting.

Type: Minutes **Status:** Approved

File created: 7/25/2019 **In control:** Planning Commission

On agenda: 8/1/2019 **Final action:**

Title: Approve the minutes of the July 9, 2019, 4:00 pm meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [July 9, 2019 Planning Commission Meeting Minutes](#)

Date	Ver.	Action By	Action	Result
8/1/2019	1	Planning Commission		

Approve the minutes of the July 9, 2019, 4:00 pm meeting.

Background Information:

See attached draft meeting minutes.

Staff Recommendation:

Approve the minutes of the July 9, 2019, 4:00 pm meeting.



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final Planning Commission

*COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744*

Tuesday, July 9, 2019

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 5 - Commissioner Susan Lynch, Chairperson Molly MacGregor, Vice Chair Patrick Goggin, Commissioner Lester Kachinske, and Commissioner Ted Hubbes
- Absent** 2 - Commissioner Mark Gothard, and Commissioner Betsy Johnson

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Motion by Commissioner Kachinske, second by Commissioner Goggin to approve the agenda as presented. The following voted in favor thereof: Goggin, Kachinske, Lynch, MacGregor, Hubbes. Opposed: None, passed unanimously.

Approval of Minutes

Approve the minutes of the June 6, 2019, 4:00 pm meeting.

Motion by Commissioner Goggin, second by Commissioner Hubbes to approve the minutes of the June 6, 2019 Regular Meeting. The following voted in favor thereof: Kachinske, MacGregor, Lynch, Goggin, Hubbes. Opposed: None, passed unanimously.

General Business

Commissioner Johnson Joined the meeting at 4:04 p.m.

Consider a recommendation to the City Council regarding the final plat of Rebound Commercial Addition.

.A preliminary plat entitled Rebound Commercial Addition was submitted by the planning firm: LJA (Lightowler-Johnson Associates) on behalf Rebound Hospitality (property owners Grand Rapids Sawmill Redevelopment, LLC, and Big Ten Real Estate, LLC). The property included within the preliminary plat is approximately 10.46 acres in area, including proposed right-of-way, and is located on the former Sawmill Inn property (2301 S US HWY 169).

At the regular meeting, on May 2, 2019, the Planning Commission took up consideration of the preliminary plat of Rebound Commercial Addition, conducted a public hearing, and made a recommendation to the City Council for its approval, contingent upon addressing several recommendations (some of which were more design related) made by the staff review committee.

The City Council, at their regular meeting on May 13, 2019, accepted the recommendation of the Planning Commission, and approved the preliminary plat as recommended by the Planning Commission.

The final plat documentation, in complete form, including conditions for approval of the preliminary plat having been addressed, was recently filed with the City, with the required recommendations of the review committee having been addressed. The plat petitioners are now requesting approval of the final plat of Rebound Commercial Addition.

Motion by Commissioner Kachinske, second by Commissioner Lynch that the Planning Commission does hereby forward to the City Council a recommendation to approve the final plat of Rebound Commercial Addition, contingent upon:

- The execution of the associated Subdivision Agreement.
- The easements (private – cross-access parking, and a temporary public) required as a condition of preliminary plat approval be simultaneously executed and recorded with the final plat.
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

The following voted in favor thereof: MacGregor, Hubbes, Goggin, Lynch, Johnson, Kachinske. Opposed: None, passed unanimously.

Public Input

Miscellaneous\Updates

The PUD submitted by Dr. Margo will be on the agenda for the August Planning Commission meeting.

The Comprehensive Plan Steering Committee had a meeting June 3rd, 2019 and reviewed the survey results and came up with goals and objectives.

The development of the Great River Acres Plat is moving along, with 90% of the water and sewer installed and curb and gutter is next.

Adjourn

Motion by Commissioner Goggin, second by Commissioner Lynch to adjourn the meeting at 4:15 p.m. The following voted in favor thereof: Johnson, Kachinske, Lynch, MacGregor, Hubbes, Goggin. Opposed: None, passed unanimously.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0479 **Version:** 1 **Name:** Conduct a Public Hearing to consider a variance petition submitted by Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc.

Type: Public Hearing **Status:** PC Public Hearing

File created: 7/25/2019 **In control:** Planning Commission

On agenda: 8/1/2019 **Final action:**

Title: Conduct a Public Hearing to consider a variance petition submitted by Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [Anderson Glass Variance Request: Staff Report](#)
[Anderson Glass Variance Request: Area Maps](#)
[Rules for Public Hearing & Variance Considerations](#)
[Anderson Glass Variance Request: Application](#)
[Anderson Glass Var. Request: Plan Sheets & Elevations](#)

Date	Ver.	Action By	Action	Result
8/1/2019	1	Planning Commission		

Conduct a Public Hearing to consider a variance petition submitted by Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc.

Background Information:

See attached Staff Report and Background Information.

Staff Recommendation:

Conduct a Public Hearing to consider a variance petition submitted by Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc.



Planning Commission Staff Report

Agenda Item #2	Community Development Department	Date: 8/1/2019
Statement of Issue:	Conduct a Public Hearing to consider a variance petition submitted by Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc.	
Background:	<p>Mr. Chris Stanley & Mr. Derek Stanley have applied for two variances, which if granted, would allow for the construction of an 822 sq. ft. building infill addition to their commercial warehouse building (Anderson Glass Company) located at: 816 NW 4th Street.</p> <p>The subject property is 1.1 acres in area (2-parcels separated by a platted alley – <i>retail/office space in western most building & fabrication/warehouse space in eastern most building</i>), and is located within a SGB (Shoreland General Business) zoning district. The property is legally described as: <i>W 84' OF LOTS 1-3 & LOTS 4-6 LESS E 58.75' & LOTS 7-12 BLK 27 & ALL THAT PART OF VACATED 9TH AVE W LYG W OF LOTS 7-12 BLK 27, GRAND RAPIDS SECOND DIVISION, ITASCA COUNTY, MINNESOTA.</i></p> <p>Due to a roof system failure this past winter (and necessary repair) in the north half of the fabrication/warehouse building, the Stanley's would like to the opportunity to infill, or square off, the northeast corner of the building during its replacement by adding 822 sq. ft., which would also include the reconfiguration of the interior warehouse space.</p> <p>The subject building was originally constructed (north half of current building) in approximately 1950 having 0' setbacks along a portion of the front yard lot line (north) and both side yard property lines (west and east). The rear half of the existing building was added in 2003, with variances approved for: setback encroachments in the side yards (minimum 10 ft. required) and rear areas (minimum 10 ft. required), height of the addition exceeding the 25 ft. maximum permitted by approximately 7 ft., and lot coverage in excess of the 85% maximum permitted in Shoreland General Business at approximately 93%. With approval, of the described 2003 variances for the addition to the original 1950 building, the existing structure is considered a legal, Class 2 nonconforming structure.</p> <p>The applicants, within the variance petition, cite the numerous existing buildings along the Hwy. 2 west corridor which have less the minimum required setback or 0 ft. building setback, and that additionally, during the necessary replacement of the north half of the warehouse building, the 822 sq. ft. infill addition to the building would accommodate more efficient use of their warehouse space, as reasons for the variance request.</p>	

	<p>Subject to Section 30-458(c)1 of the Municipal Code, the existing building or a portion of the existing building, may be structurally altered or replaced provided there are no further violation of the site development standards than exist at the time of alteration or replacement. The requested variances are to allow for the minor enlargement of the footprint of the building. The height of the building is proposed to be slightly reduced from the current height, and the lot coverage will remain at approximately 93% (the area of proposed building infill is currently asphalt and compacted gravel/weeds).</p> <p>The infill addition to the warehouse building during its partial replacement, as proposed, would require the Planning Commission’s approval of two variances.</p> <ol style="list-style-type: none"> 1. Section 30-512 Table 17C-2 of the Municipal Code, which lists District Development Regulations for Principal Structures within shoreland districts, and establishes a <u>30’ front yard setback for principal structures</u> within SGB (Shoreland General Business) zoned districts. 2. Section 30-458(c)1, which addresses alterations to nonconforming structures: <i>“Nonconforming uses of structures which do not meet the site development and design standards (division 7 of this article) and/or the off-street parking and loading requirements (divisions 8 and 9 of this article) shall be allowed to be structurally altered or replaced provided there is no further violation of these requirements than lawfully exists at the time of such alteration or replacement”</i>.
<p>Considerations:</p>	<p>When reviewing a request for a variance, the Planning Commission must make findings based on the attached list of considerations.</p>
<p>Recommendation:</p>	<p>Staff recommends that the Planning Commissioners visit the site and look at the situation.</p> <p>Prior to making a motion to approve or deny the request, the Planning Commission should make specific findings to support its recommendation and reference those specific findings in their motion to either approve or deny the variance(s).</p>
<p>Required Action:</p>	<p>Approve a motion to either: approve, approve with additional conditions, or deny the petitioned variance.</p> <p><u>Example Motion:</u></p> <p>Motion by _____, second by _____ that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby (grant)(deny) the following variances to Mr. Chris Stanley & Mr. Derek Stanley (Sawmill Works), d.b.a. Anderson Glass Company, Inc. for the property legally described as: <i>W 84’ OF LOTS 1-3 & LOTS 4-6 LESS E 58.75’ & LOTS 7-</i></p>

	<p>12 BLK 27 & ALL THAT PART OF VACATED 9TH AVE W LYG W OF LOTS 7-12 BLK 27, GRAND RAPIDS SECOND DIVISION, ITASCA COUNTY, MINNESOTA;</p> <ul style="list-style-type: none"> to allow a one-time waiver of the requirements of Section 30-512 Table 17C-2 and Section 30-458(c)1.b of the Municipal Code for the construction of a 822 sq. ft. addition to be added during the replacement of the north half of the existing warehouse/fabrication building, which would encroach 30 ft. into the required 30 ft. front yard setback for principal structures, as depicted in the variance application submitted by Mr. Chris Stanley & Mr. Derek Stanley. <p><i>(If the Planning Commission wishes to place conditions upon their approval, the following should be added to the motion:)</i></p> <p>and that the following condition(s) shall apply:</p> <ul style="list-style-type: none"> _____
<p>Attachments:</p>	<ul style="list-style-type: none"> Site Maps Copy of the variance petition and associated documentation List of the Planning Commissions Variance Considerations

Anderson Glass Variance Request



Lake Woods Chrysler

NW 8th Ave

NW 4th St

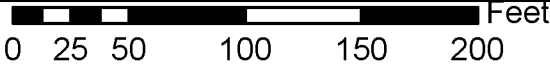
Area of Variance Request
822 sq. ft. Encroachment
(green cross-hatch)

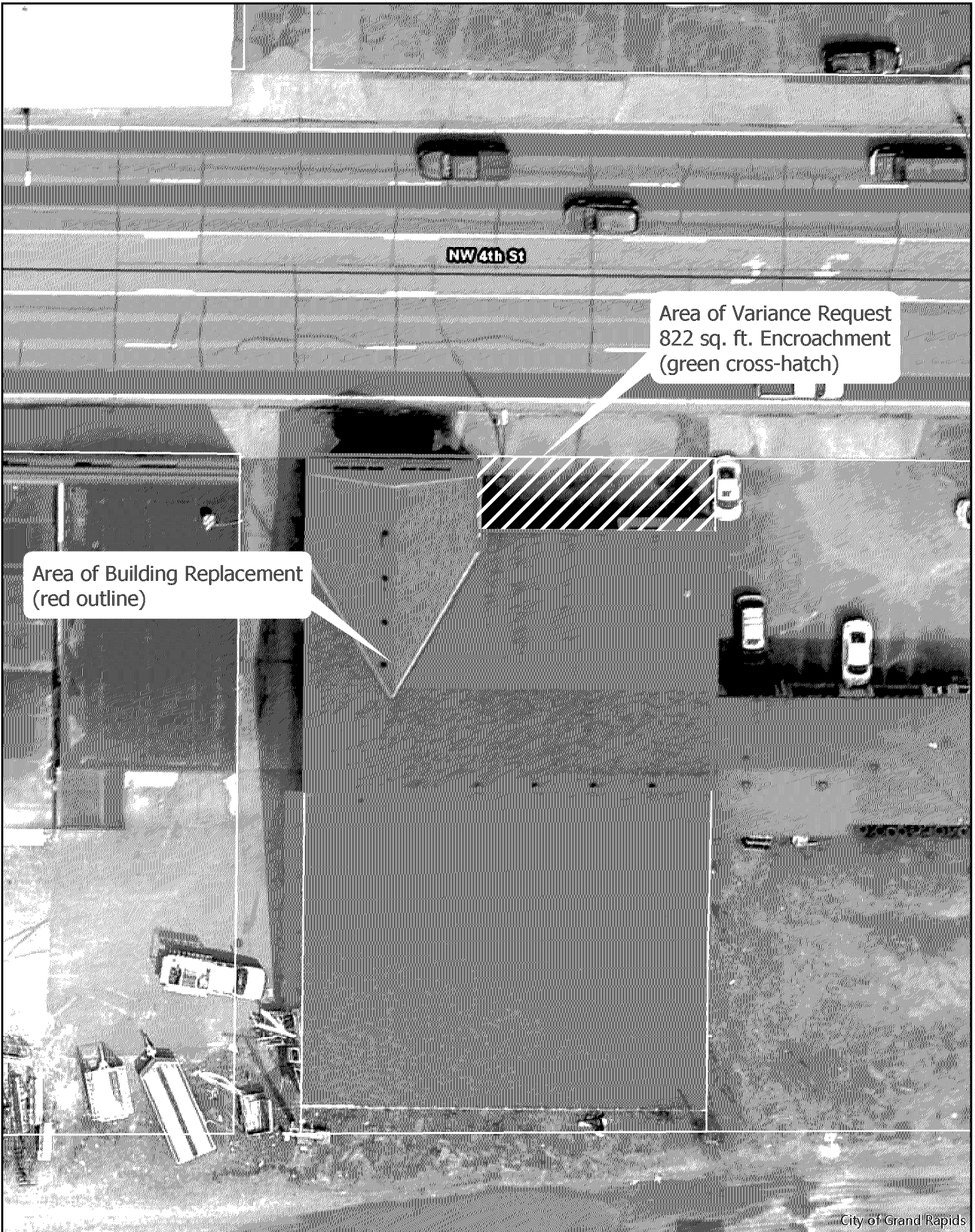
Itasca Co. Farm Services

Anderson Glass Properties
(red outline)

3rd Street NW to Blandin Paper Co.

City of Grand Rapids



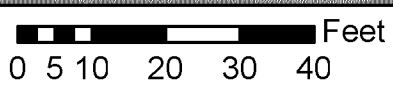


NW 4th St

Area of Variance Request
822 sq. ft. Encroachment
(green cross-hatch)

Area of Building Replacement
(red outline)

City of Grand Rapids





CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Grand Rapids Planning Commission

Grand Rapids, MN – City Hall

RULES FOR A PUBLIC HEARING

1. After the Chairperson opens the Public Hearing, background on the issue at hand will be given by our Community Development Department Staff and by other presenters.
2. Anyone who wishes to address the Commission about the issue may do so, and all who wish to speak will be heard. Please step to the lectern to use the microphone, and state your name and address for the public record. **These Proceedings are recorded.** Please keep your comments relative to the issue. Please keep in mind that you are addressing the Planning Commission, not debating others in the audience who may have conflicting viewpoints. At all times, be courteous and refrain from interrupting any other speaker present on the floor.
3. After everyone has spoken, the Public Hearing will be closed. At this point, Planning Commissioners may ask clarifying questions from citizens and presenters.
4. The Chairperson will go through the legal Considerations for the Issue of the Public Hearing, after which the Commissioners will vote on the issue.

PLANNING COMMISSION

Considerations

VARIANCE

1. Is this an "Area" variance rather than a "Use" variance?
2. Does the proposal put property to use in a *reasonable manner*?
Why/Why not-
3. Is the owner's plight due to circumstances which are unique to the property and which are not self-created by the owner?
Why/Why not-
4. Is the variance in *harmony with* the purposes and intent of the *ordinance*?
Why/Why not-
5. Will the variance, if granted, alter the *essential character* of the locality?
Why/Why not-
6. Is the variance *consistent with* the *comprehensive plan*?
Why/Why not-



Petition for Variance
 Community Development Department
 420 North Pokegama Ave.
 Grand Rapids, MN 55744
 Tel. (218) 326-7601 Fax (218) 326-7621
 Web Site: www.cityofgrandrapidsmn.com

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

<u>Chris Stanley/Derek Stanley</u> Name of Applicant* ¹	<u>SAW Millworks-DBA Anderson Glass Co., Inc.</u> Name of Owner (If other than applicant)
<u>816 NW 4th Street</u> Address	<u>816 NW 4th Street</u> Address
<u>Grand Rapids, MN 55744</u> City State Zip	<u>Grand Rapids, MN 55744</u> City State Zip
<u>218-326-0331</u> Business Telephone/e-mail address	<u>218-326-0331</u> Business Telephone/e-mail address
<u>chris@andersonglassco.com</u>	

*¹ If applicant is not the owner, please describe the applicant's interest in the subject property. _____

Parcel Information:

Tax Parcel # 91-420-2730 Property Size: _____

Existing Zoning: SB

Existing Use: Warehouse

Property Address/Location: 816 NW 4th Street, Grand Rapids, MN 55744

Legal Description: Grand Rapids 2nd Division, Block #27, Lots
 (attach additional sheet if necessary)

I (we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

[Signature] _____ Date 7-10-2019

Signature(s) of Applicant(s)

 Signature of Owner (If other than the Applicant) Date 7-10-2019

JUL 11 2019 Office Use Only

Date Received _____ Certified Complete 7/11/19 Fee Paid \$252.00

Planning Commission Recommendation: Approved _____ Denied _____ Meeting Date 8/1/2019

Summary of Special Conditions of Approval: _____

Required Submittals:

Application Fee - \$252.50 *2

Site Map- Drawn to scale, showing the property dimensions, existing and proposed, building(s)/addition(s) and their size(s) including: square footage, curb cuts, driveways, access roads, parking spaces, sidewalks and wells & septic systems.

**2The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Proposed Variance:

A. Please describe in detail the proposed or requested variance:

1) Minumum yard setbacks, variance requested to build 0' lotline on Front side of property.

2) Non-Conforming Building - (Attention to)

B. Provide an itemization of the required regulations pertaining to this variance (i.e., setback lines, lot coverage ratios, parking requirements).

1) Minimum yard setbacks-table 17C-1 SGB Same as Rec.Dev.17C-2

2) Non-Conforming Bldg - Sec 30-458(c) Class 2

Justification of Requested Variance: Provide adequate evidence indicating compliance with the following provisions of the ordinance concerning variances (Section 30-453(e) "Findings for Variances"). Detailed answers are needed because the Planning Commission shall grant a variation only when they have determined, and recorded in writing, that all of the following provisions have been met.

A. That the requested variance does not allow a use that is otherwise excluded from the particular zoning district in which it is requested.

Applicant justification (refer to Table of Uses in City Code Section 30-512): TABLE 1

The use: Construction Material Supplier is permitted in zoning District SGB

B. Does the proposal put property to use in a reasonable manner?

Applicant justification - Describe how your situation applies to the above statement:

We are using the current space to its max potential. In 03 a warehouse addition was consturcted to the south to accommodate our business growth. This proposed building project will bring the north end of the building up to structural compliance as well as infill the north property line to accommodate more efficient warehouse systems.

C. The plight of the landowner is due to circumstances unique to the property in question, and not created by the landowner subsequent to the adoption of this ordinance.

Applicant justification - Describe how your situation applies to the above statement:

The unique issuet to us is that, the property is land-locked with no further room for development. Constructing walls on the 0' lot line will provide maximum SF and allow us to do business and remain in the place for the foreseeable future.

D. That the variance, if granted, shall be in harmony with purposes and intent of the ordinance, and will not be detrimental to the public welfare or the property or improvements in the neighborhood, and will not alter the essential character of the locality.

Applicant justification - Describe how your situation applies to the above statement:

The addition will not be detrimental to public welfare and will not alter the character of the neighborhood. The Anderson Glass Company existing adjacent retail bldg is constructed on the 0' lot line, so no change in the neighborhood character. Furthermore the majority of business on the Hwy 2 West cooridoor are constructed on the 0' lot line.

E. That the variance, if granted, shall be consistent with the comprehensive plan.

Applicant justification - Describe how your situation applies to the above statement:

Yes, it complies with the comprehensive plan.

City Process:

1. Applicant submits a completed application to the Grand Rapids Community Development Department by the 15th of the month.
2. Review by staff for completeness of application.
3. Notification of adjoining property owners.
4. Publish Notice of Public Hearing.
5. Prepare Staff Report and background information.
6. Public Hearing and action at Planning Commission Meeting (First Thursday of each month).

Findings for Approval:

The Planning Commission, in support of its action, will make findings of fact based on their responses to the following list of considerations:

- Is this an "Area" variance rather than a "Use" variance?
- Does the proposal put property to use in a reasonable manner?
- Are there unique circumstances to the property not created by the landowner?
- Is the variance in harmony with the purposes and intent of the ordinance?
- Will the variance, if granted, alter the essential character of the locality?
- Is the variance consistent with the comprehensive plan?

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

More information may be requested by the City of Grand Rapids Planning Commission, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

**IMPROVEMENTS TO
 ANDERSON GLASS**
 816 WEST 4TH STREET
 Grand Rapids, Minnesota

project no: 19-1745

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION, AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
 JANET J. DEUTSCH
 SIGNED: _____
 DATE: _____ REG # 42,182
 PRELIMINARY: NOT FOR CONSTRUCTION, UNLESS SIGNED BY ARCHITECT

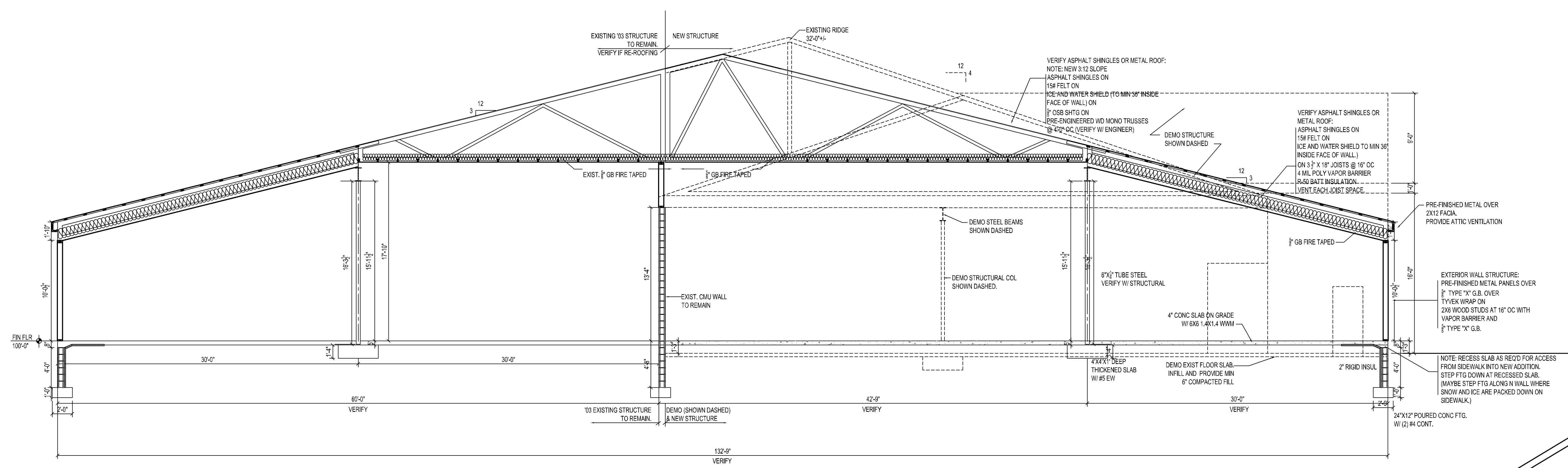
revisions:

date:	date:
FINAL CD'S	00-00-00

drawn by: ---
 designed by: ---
 checked by: ---
 date: ---

sheet title
SECTIONS
 sheet number

A6.0



1 BLDG SECTION
 3/16"=1'-0"

**Preliminary-
 For Variance Request
 7.15.19**

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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0478 **Version:** 1 **Name:** Consider a recommendation the City Council regarding the preliminary development plan and phase I final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, as submitted by Horseshoe Properties LLC.

Type: Agenda Item **Status:** General Business

File created: 7/25/2019 **In control:** Planning Commission

On agenda: 9/5/2019 **Final action:**

Title: Consider a recommendation the City Council regarding the preliminary development plan and phase I final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, as submitted by Horseshoe Properties LLC. and Central Builders LLC.

Sponsors:

Indexes:

Code sections:

- Attachments:** [MEMO: Lakewood Estates 1st Add. PUD w/revised plans](#)
[Lakewood Estates 1st Add. PUD: Staff Report w/area maps & Reviewcomments](#)
[Lakewood Estates 1st Add. PUD: Final Development & Utilities Plan](#)
[PUD Considerations & Sect. 30-706 \(PUD's\)](#)
[Lakewood Estates 1st Add. PUD: Application](#)
[Lakewood Estates PUD: Preliminary Plan Sheets 1-4](#)
[Lakewood Estates PUD: Sample Declaration](#)

Date	Ver.	Action By	Action	Result
8/1/2019	1	Planning Commission		

Consider a recommendation the City Council regarding the preliminary development plan and phase I final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, as submitted by Horseshoe Properties LLC. and Central Builders LLC.

Background Information:

See attached Staff Report and Background Information.

Staff Recommendation:

Consider a recommendation the City Council regarding the preliminary development plan and phase I final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, as submitted by Horseshoe Properties LLC. and Central Builders LLC.



Planning Commission Staff Report

Agenda Item #3	Community Development Department	Date: 8/1/2019
Statement of Issue:	Consider a recommendation the City Council regarding the preliminary development plan and phase I final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, as submitted by Horseshoe Properties LLC. and Central Builders LLC.	
Background:	<p>A preliminary development plan and phase I final development plan entitled Common Interest Community #33 Lakewood Estates First Addition was submitted by Dr. Dan Margo, on behalf of Horseshoe Properties LLC. and Mr. Dean Piri, d.b.a. Central Builders LLC. and filed with the City on June 6, 2019.</p> <p>The total area of the subject property is 5 acres, and the tract is legally described as: Lots 5-10, Block 3, Plat of Lakewood Heights. The subject property is located within an R-3 (Multi-Family Residential- medium density), with the exception of the eastern most lot, which is within an R-1 (One-Family Residential) zoning district. Proposed uses within the PUD are that of nine single-family residential homes, which would cooperate in “an association” for lawn care and snow removal services.</p> <p>As you will recall, Dr. Margo, submitted a letter to the Planning Commission in May of this year, requesting a preliminary review of a proposed Planned Unit Development (PUD) entitled “Lakewood Estates First Addition”. That initial step in the PUD process was conducted at the June 6, 2019 meeting, and was intended to allow the Planning Commission and proposer an opportunity to discuss the potential for PUD approval, and to provide the Planning Commission an opportunity to preliminarily evaluate the PUD plan’s level of consistency with City plans.</p> <p>Prior to the June Planning Commission meeting, staff reviewed the preliminary plat/sketch of Lakewood Estates First Addition PUD, and presented the following initial observations:</p> <ol style="list-style-type: none"> 1. Section 30-703(a)3 stipulates that a PUD conveys no right to the use of land other than is permitted by the underlying zoning district. The PUD proposes one-family residential units, and, with single-family detached listed in Table 1, Section 30-512 as a use that is permitted by right in R-3 & R-1 districts, there is no overall issue with the planned proposed use. 2. One of the listed intents/benefits of using the PUD process is preservation of open space and natural features. The proposed layout plan depicts the clustering of units 5-8, sharing a common driveway, 	

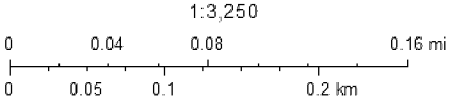
	<p>and individually connecting to a single sanitary sewer and water extension. As proposed, this layout preserves 45% of the site for open space, which appears to be consistent with the intent of the PUD process.</p> <p>3. Through the PUD process, new utility easements shall be granted to the City, with feedback provided from the Staff Review committee. <i>*Easements dedicated within the plat of Lakewood Heights Addition, will be vacated through the PUD process.</i></p> <p>The Staff Review Committee has reviewed the preliminary development plan and phase I final development plan for technical standards and found that it substantially complies with the City’s Planned Unit Development requirements put forth in Section 30-703.</p> <p>To date, the majority of the above comments/observations have been addressed satisfactorily.</p>
Considerations:	<p>When reviewing the preliminary development plan and phase I final development plan, the Planning Commission needs to make specific findings as to whether or not the PUD conforms to the requirements of Section 30-703 of the Municipal Code and if it is consistent with the Comprehensive Plan.</p>
Recommendation:	<p>Staff recommends that the Planning Commissioners; review the preliminary development plan and phase I final development plan and associated documents, review the comments submitted by the Review Committee, and review the relevant sections of the Comprehensive Plan and Municipal Code. Prior to making a motion to recommend to the City Council approval or denial of the PUD, the Planning Commission should make specific findings to support their recommendation in the topical areas outlined within their list of considerations.</p> <p>If those findings are favorable, the Planning Commission should pass a motion to recommend approval to the City Council. (See example motion) If the findings are unfavorable, and the Planning Commission feels that significant changes are necessary, the matter could be tabled to a future meeting date allowing sufficient time for revisions to be made and reviewed.</p>
Required Action:	<p>Pass a motion forwarding a recommendation to the City Council for approval of the preliminary development plan and phase I final development plan.</p> <p><u>Example Motion:</u></p> <p>Motion by _____, second by _____ that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve/deny the preliminary development plan and phase I final development plan for Common Interest Community #33, Lakewood Estates First Addition Planned Unit Development.</p>

	<p>Contingent upon the following items being addressed and/or the applicant making the following corrections/clarifications:</p> <ul style="list-style-type: none">▪ City Attorney to review and approve “Final” Declaration, prior to review by City Council.▪ Address the vacating of platted utility/drainage easements adjacent to the interior lot lines of the Plat of Lakewood Heights.▪ Any other revisions the Planning Commission sees as necessary.
	<ul style="list-style-type: none">• CIC #28 Lakewood Estates First Addition PUD and associated documents.• Review Committee comments.• Site map.• Planning Commission considerations.

Lakewood Estates 1st Add. - Planned Unit Development



May 24, 2019



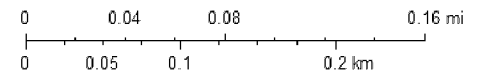
City of Grand Rapids

Lakewood Estates 1st Add. - P.U.D. w/zoning layers



May 24, 2019

1:3,242



City of Grand Rapids

Eric Trast

From: Matt Wegwerth, PE
Sent: Friday, June 14, 2019 10:18 AM
To: Eric Trast
Subject: RE: Lakewood Estates First Addition PUD

Public Works / Engineering would request utility easements along the perimeter of the PUD (10' side and rear and 20' front), as if this were one single lot, as well as an easement over the water/sewer extension into the lot. The water/sewer easement should extend 15' wider than the utility for maintenance purposes.

Matt Wegwerth, PE
Public Works Director / City Engineer
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7625
Mobile: 218-244-1987
Fax: 218-326-7621

From: Eric Trast <ETrast@ci.grand-rapids.mn.us>
Sent: Friday, June 14, 2019 10:03 AM
To: Matt Wegwerth, PE <mwegwerth@ci.grand-rapids.mn.us>
Subject: RE: Lakewood Estates First Addition PUD

Matt-

Do you want to, or can you, send us another e-mail, regarding the need for the 10 ft. perimeter easements (side and rear), the 20 ft. front yard easement, and the easement over the utilities in the area of the shared driveway? Just so we have these in the file...

Thanks,

E

Eric Trast
Community Development Specialist
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7650
Fax: 218-326-7621

From: Matt Wegwerth, PE <mwegwerth@ci.grand-rapids.mn.us>
Sent: Tuesday, June 04, 2019 7:20 AM
To: Rob Mattei <rmattei@ci.grand-rapids.mn.us>
Cc: Eric Trast <ETrast@ci.grand-rapids.mn.us>
Subject: Lakewood Estates First Addition PUD

Rob,

Eric Trast

From: Julie Kennedy <jakennedy@grpuc.org>
Sent: Friday, June 14, 2019 9:47 AM
To: Rob Mattei
Cc: Matt Wegwerth, PE; Jeremy Goodell; Steven Mattson; Eric Trast
Subject: 2019-0614 Lakewood Estates 1st Add PUD Review.pdf
Attachments: 2019-0614 Lakewood Estates 1st Add PUD Review.pdf

Rob –

Please find the attachment with GRPU comments regarding the Lakewood Estates 1st Addn PUD application.

Feel free to reach out to Jeremy or Steve with any specific questions on Electric or Water/Sanitary Sewer services.

Thanks,

Julie

Julie Kennedy | General Manager
Grand Rapids Public Utilities Commission
500 SE 4th St. | Grand Rapids, MN 55744
W: 218.326.7687 | M: 218.259.5020 | F: 218.326.7499
www.grpuc.org | “GRPUC – Service is Our Nature”

From Grand Rapids Public Utilities Electric Department – we have existing electric lines installed as shown in red below, with some existing transformers for services as shown in green below. There should be no interference with future development. The red line on the north side of the development is a three phase line for the apartment complex, may be used for larger commercial development if needed. The red line on the west and south side of the development is single phase electrical for residential applications.

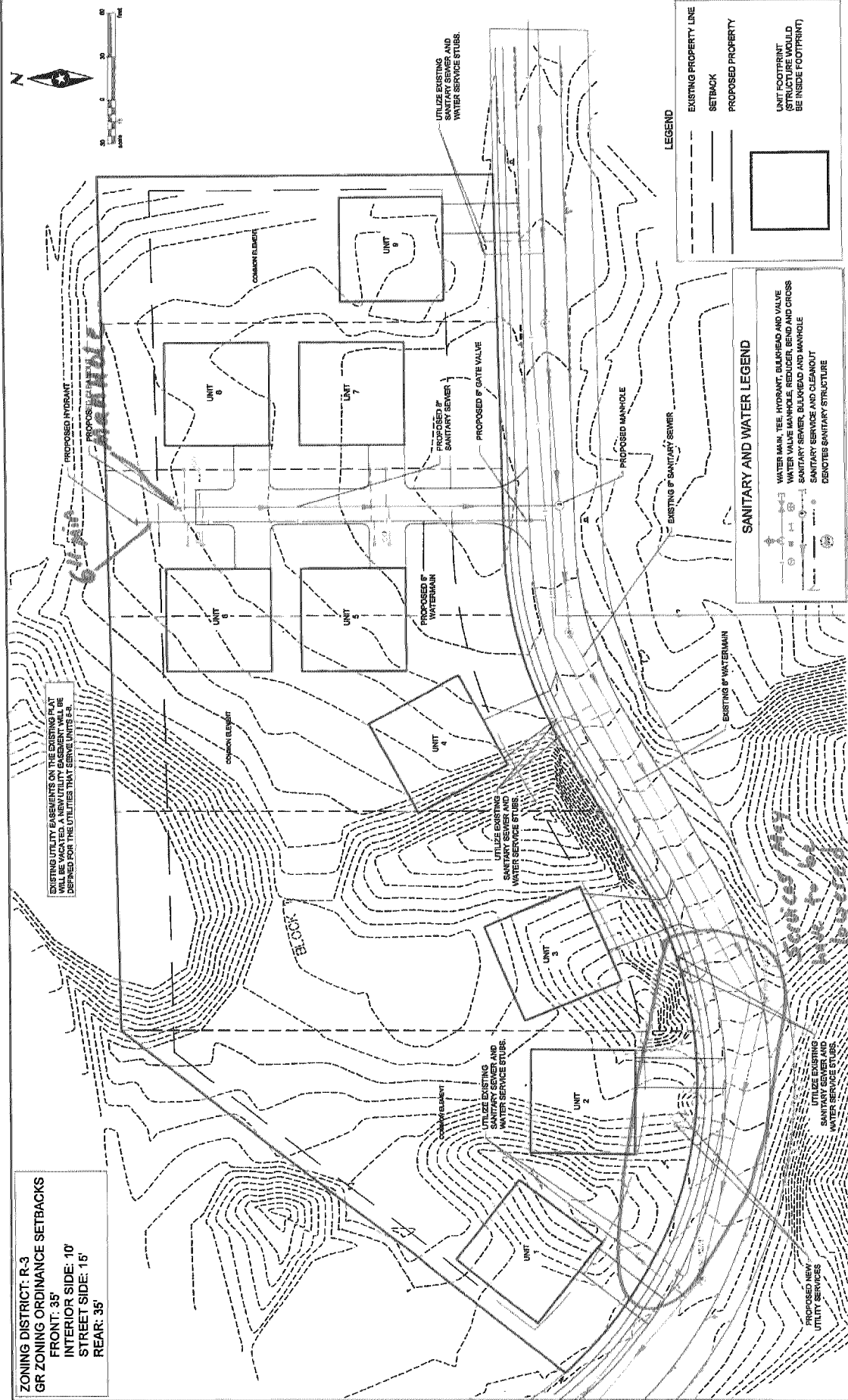
Jeremy Goodell, GRPU Electric Department Manager



Existing transformers for residential application

ZONING DISTRICT: R-3
 GR ZONING ORDINANCE SETBACKS
 FRONT: 35'
 INTERIOR SIDE: 10'
 STREET SIDE: 15'
 REAR: 35'

EXISTING UTILITY EASEMENTS ON THE EXISTING PLAT WILL BE VACATED A NEW UTILITY EASEMENT WILL BE DEFINED FOR THE UTILITIES THAT SERVE UNITS 5-8.



LEGEND

EXISTING PROPERTY LINE
 SETBACK
 PROPOSED PROPERTY

SANITARY AND WATER LEGEND

WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
 WATER VALVE MANHOLE, REDUCER BEND AND CROSS
 SANITARY SEWER, BULKHEAD AND MANHOLE
 SANITARY SERVICE AND CLEANOUT
 DENOTES SANITARY STRUCTURE

UNIT FOOTPRINT
 (STRUCTURE WOULD BE INSIDE FOOTPRINT)

14TH AVENUE SW

SEH
 GRAND RAPIDS AND
 THE CITY OF EZE 200
 MINNESOTA

ROBERT BEAVER, PE
 U.S. No. 20826

PRELIMINARY PLAY LAYOUT DRAWING
 UTILITY LAYOUT
 HORSESHOE PROPERTIES

2
 4

DRAWN BY:		NO.	BY	DATE
DESIGNED BY:				
CHECKED BY:				
REVISIONS				

Small text at the bottom of the page, likely a disclaimer or project information.

I, Chris A. Larsen, do hereby certify that the work was undertaken by or reviewed by me for this CIC Plat of COMMON INTEREST COMMUNITY NUMBER 33, A PLANNED COMMUNITY, LAKEWOOD HEIGHTS FIRST ADDITION PLANNED UNIT DEVELOPMENT, being located upon:

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block Three (3), LAKEWOOD HEIGHTS, according to the recorded plat thereof, situated in part of the SE 1/4 of the NW 1/4, Section 29, Township 55 North, Range 25 West, Itasca County, Minnesota.

Subject to easements, restrictions and reservations of record.

This CIC Plat fully and accurately depicts all information required by Minnesota Statutes, Sections 515B.2-110(c).

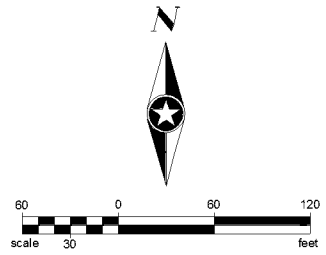
Chris A. Larsen, Licensed Professional Land Surveyor
Minnesota License Number 45848

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Chris A. Larsen, Professional Land Surveyor, Minnesota License Number 45848.

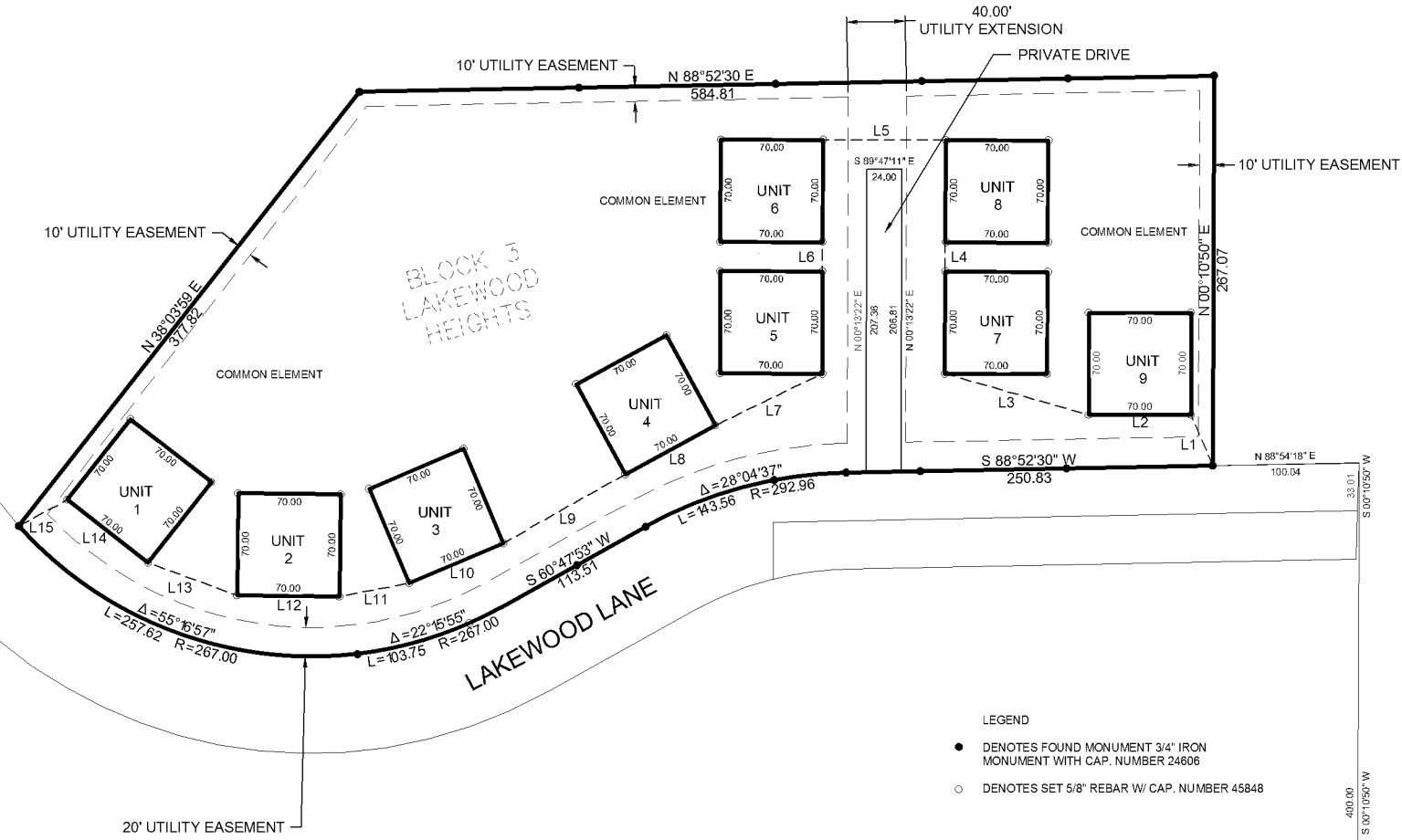
(Notary Signature) _____ (Notary Printed Name)
Notary Public, _____ County, Minnesota
My Commission Expires: _____

COMMON INTEREST COMMUNITY NUMBER 33
A PLANNED COMMUNITY
LAKEWOOD ESTATES FIRST ADDITION PLANNED UNIT DEVELOPMENT



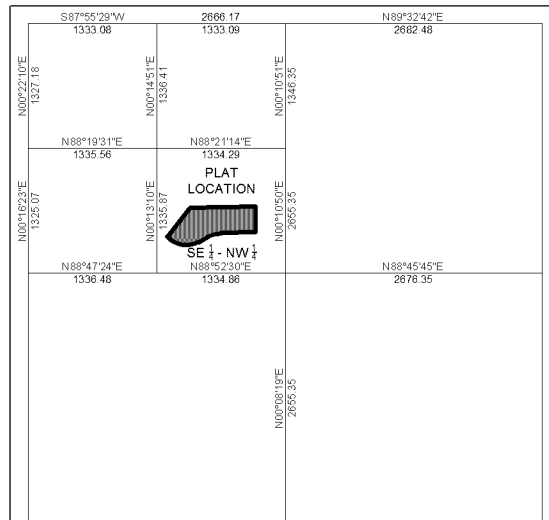
14TH AVENUE SW

LAKEWOOD LANE



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 23°12'18" E	37.78
L2	N 90°00'00" E	70.00
L3	S 73°56'45" E	102.31
L4	S 00°16'38" W	160.00
L5	S 89°59'58" E	84.10
L6	N 00°12'48" E	160.00
L7	N 64°09'34" E	81.54
L8	N 61°37'01" E	70.00
L9	N 60°24'20" E	95.86
L10	N 67°04'48" E	70.00
L11	N 78°54'03" E	48.62
L12	S 89°19'55" E	70.00
L13	S 69°39'14" E	64.90
L14	S 51°54'03" E	70.00
L15	N 61°21'10" E	37.99

- LEGEND
- DENOTES FOUND MONUMENT 3/4" IRON MONUMENT WITH CAP. NUMBER 24606
 - DENOTES SET 5/8" REBAR W/ CAP. NUMBER 45848



VICINITY MAP
SECTION 29, TOWNSHIP 55 NORTH, RANGE 25 WEST
ITASCA COUNTY, MINNESOTA

ITASCA COUNTY RECORDER:

This CIC Plat is part of the Declaration recorded as Document No. _____ this ____ day of _____, 20____.

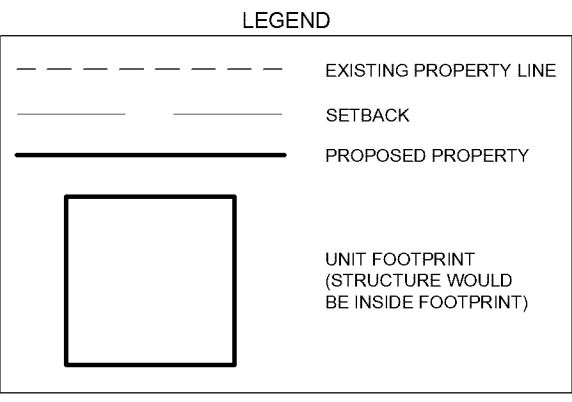
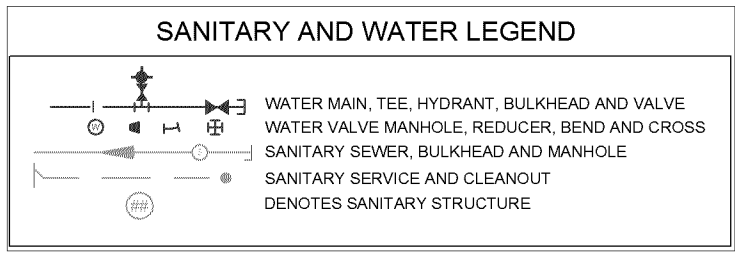
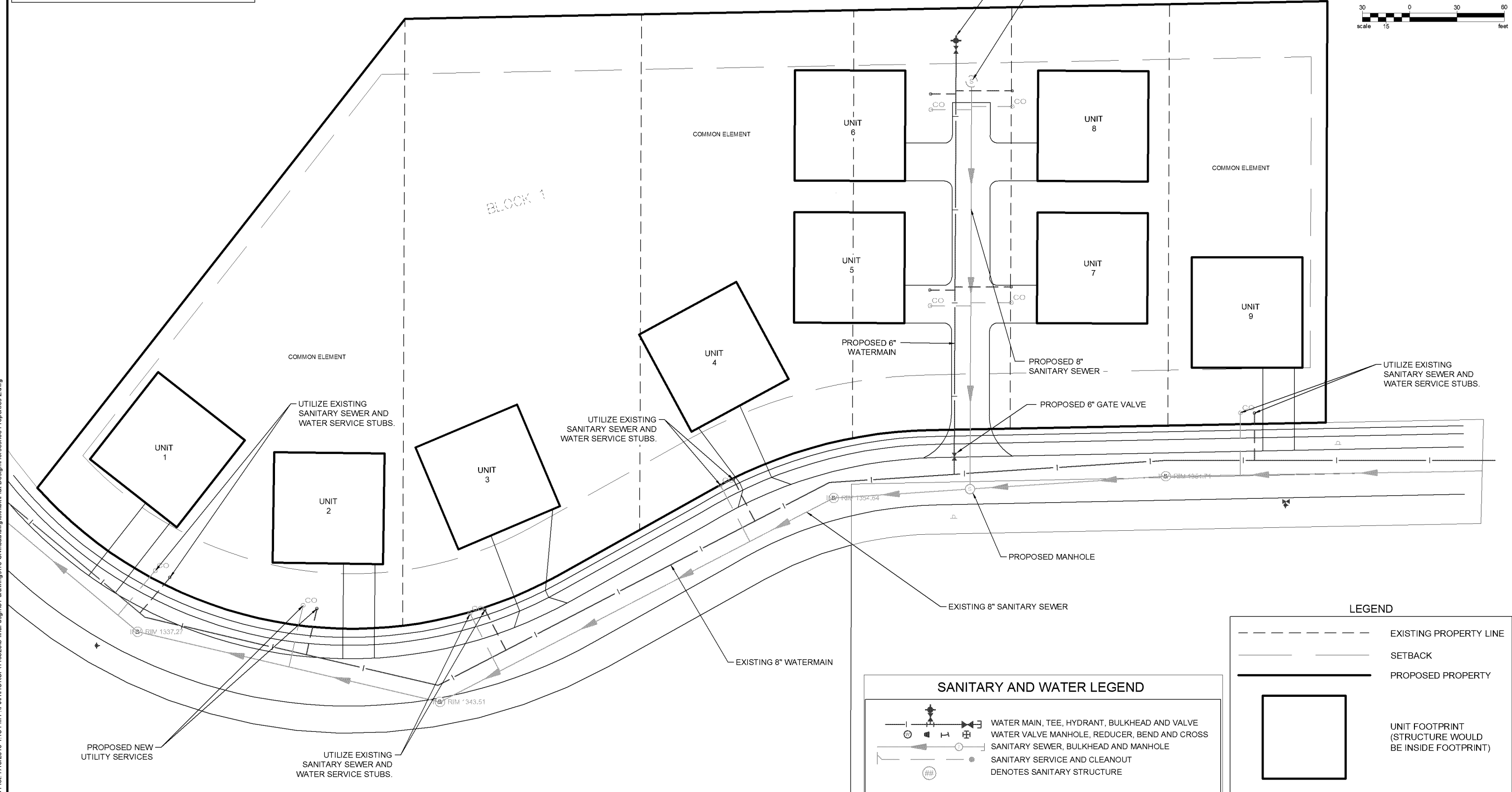
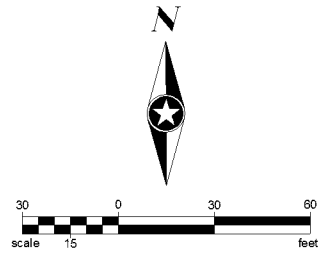
Nicolle Zuehlke, Recorder/Registrar
Itasca County, Minnesota

SOUTHEAST CORNER
OF THE SE 1/4 - NW 1/4

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE EAST LINE OF THE SE 1/4 - NW 1/4 TO HAVE AN ASSUMED BEAROF S 00°10'50" W.

ZONING DISTRICT: R-3
 GR ZONING ORDINANCE SETBACKS
 FRONT: 35'
 INTERIOR SIDE: 10'
 STREET SIDE: 15'
 REAR: 35'

EXISTING UTILITY EASEMENTS ON THE EXISTING PLAT WILL BE VACATED. A NEW UTILITY EASEMENT WILL BE DEFINED FOR THE UTILITIES THAT SERVE UNITS 5-8.



14TH AVENUE SW

Save: 7/15/2019 4:17 PM mhudec Plot: 7/15/2019 4:18 PM P:\F\HHORSP\146525\5-final-dsgn\51-drawings\10-Civil\cad\dwg\lev\hbit\Plat Design\Horsehoe Properties 2.dwg

DRAWN BY:	1	RJB	07/15/19	ADD SANITARY MANHOLE TO END OF MAIN
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROBERT BEAVER, PE
 Lic. No. 26399

GRAND RAPIDS,
 MINNESOTA

PRELIMINARY PLAT LAYOUT DRAWING
 UTILITY LAYOUT
 HORSESHOE PROPERTIES

FILE NO.
 HORSP 146525

2
 4

PUD Review

1. Is the proposed PUD larger than 2 acres?
2. Will the PUD be under the control of one owner or a group of owners through an association agreement?
3. Is residential use permitted within this area?
4. Will the request for PUD zone encourage clustered housing to conserve natural features and wetlands in this area?
5. Does the PUD encourage higher density residential development adjacent to main commercial areas?
6. Are the proposed single family dwellings compatible with the designs and aesthetics of the area?
7. Are any variances being requested for yards adjacent to exterior property lines or public streets?
8. Are additional Open Space and Bufferyards being proposed in the development?
9. Does the PUD address Park Land Dedication?
10. Are utilities available in this area?

Considerations
PLANNED UNIT DEVELOPMENT

1. Is the proposed development consistent with the City Comprehensive Plan?
Why/Why not?

2. Is the development more compatible, having used a PUD, with surrounding development than if a PUD had not been used?
Why/Why not?

3. Does the open space gained warrant the use of a PUD to grant variances?
Why/Why not?

4. Is the Final Development Plan in substantial conformance with the Preliminary Development Plan?
Why/Why not?

(c) *Applicable regulations.* Refer to article III of this chapter.
(Code 1978, § 23.9(C); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

Sec. 30-702. (PUD) overlay regulations (mandatory).

(a) *Purpose and intent.* There are certain areas within the city that have very unique natural characteristics (wooded), are environmentally sensitive (wetlands), or are marginally developable due to such adverse external influences as high traffic volumes and/or nonresidential uses. It is very desirable to encourage the clustering of development within these areas in an effort to preserve larger expanses of open space.

(b) *Jurisdiction.* Within the areas so designated on the official zoning map of the city the use of PUD shall be mandatory except for lots or parcels of record consisting of two or less acres at the time of adoption of the ordinance from which this article is derived. Where such lots or parcels of record exist, residential development may be allowed by the city in accordance with the existing zoning.

(c) *Applicable regulations.* Refer to section 30-703.
(Code 1978, § 23.9(D); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

Sec. 30-703. Planned unit development (PUD).

(a) *Purpose, ownership, uses, eligibility.*

- (1) *Purpose and intent.* PUD is established to permit flexibility in the regulations of land development; to encourage innovation and variety in the design, layout and type of structures constructed; to achieve an efficiency in the use of land, natural resources, energy, and the providing of public services and utilities; to encourage usable open space; and to provide better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the city and state. It is the intent of PUD to provide a process for rezoning which results in real property development utilizing a comprehensively prepared site plan which allows for flexibility and variances in building sites, densities and yards; allows for the mixing of uses and housing types and provides for usable open space as well as the preservation of natural features.
- (2) *Eligibility requirements.* PUD may be applied within any district provided the following requirements are met:
 - a. The site shall be not less than two acres in size.
 - b. Land to be incorporated in a PUD shall be under the control of one owner or group of owners and shall be capable of being planned and developed as one integral unit.
- (3) *Uses permitted.* As a process, PUD conveys no right to the use of land other than permitted by the district within which located. Zoning shall be required to be in accordance with the city comprehensive plan and uses permitted are those allowed by the zoning district.

- (4) *Development guidelines.* Within a PUD, the basic zoning district regulations may be negotiated and variances granted by mutual consent of the city and the land owner(s) in accordance with the uses established by the city comprehensive plan. The following shall apply:
- a. No variance shall be negotiated for yards adjacent to exterior property lines or public streets.
 - b. No variances shall be negotiated for off-street parking or screening except as provided for in section 30-625.

- c. A maximum variance from basic density requirements of up to 25 percent may be negotiated provided the findings under subsection (b)(7) of this section can be made.
- (b) *Planned unit development procedures.*
- (1) *Preliminary discussion.* Prior to filing a petition, the proponent must request a meeting with the city to discuss the potential for PUD approval and consistency with city plans, etc. Such requests shall be made by addressing a letter to the city planning commission. Such letter shall be accompanied by a preliminary sketch plan which indicates the density; street pattern; building square footage, height and type and a time schedule. The proposal will be discussed at the next regular planning commission meeting. Guidance will be provided in concept by the planning commission to assist the proponent with the preparation of a preliminary development plan.
 - (2) *Application and fees.* Depending on the outcome of the preliminary discussion, the proponent shall initiate the PUD process by filing an application signed by the owner with and paying the established fee to the zoning administrator not less than 15 days prior to the planning commission meeting on a form provided by the city and including the information required in section subsection (b)(3) of this section.
 - (3) *Plan requirements.* The following information shall be provided in graphic and written form:
 - a. An existing conditions map showing property boundaries, topography; existing natural features, including trees, watercourses, ponds; soil conditions; buildings; streets, etc.
 - b. Preliminary development plan indicating the proposed uses of land; acreage; densities; building square footage, types and heights; public and private street locations; walkway locations; recreation areas and facilities; and any other information that will be necessary to evaluate the proposal.
 - c. A staging plan indicating the proposed sequence of development and a general grading scheme. This plan can be indicated on the overall plan sheet.
 - d. A preliminary plat which shall include all of the information required in article V of this chapter.
 - e. Final development plan for phase 1. Plans and support information shall be as prescribed for conditional use permits (refer to section 30-531(b)) plus such protective covenants or agreements as might be intended or required by the city. This information shall be provided in a neat package stapled together and accompanied by the application and 15 copies of a transmittal letter.
 - (4) *Planning commission review.* The zoning administrator shall distribute the material to the planning commission for review at the next planning commission meeting. Within 60 days of the application date, the planning commission shall recommend approval, disapproval or modification of the preliminary development plan and the phase I final

development plan to the city council. If the proposal is within a shoreland area, the plans will also be forwarded to the commissioner of the department of natural resources for review and comment.

- (5) *City council receipt.* The city council will consider the recommendations of the planning commission at its next meeting and may require modifications to the plan at that time. The city council will then set a date for a public hearing.
- (6) *Hearing and mailed notices.* The city clerk or zoning administrator shall give notice of the public hearing in accordance with the procedures established for rezoning. Refer to section 30-454(c).
- (7) *City council action and findings.* The city council shall consider the advise of the planning commission, the commissioner of the department of natural resources and the public and shall approve, disapprove or suggest modifications to the preliminary and final development plans. If the city council approves such plans it shall also approve the rezoning for phase I. The city council shall not approve a PUD unless it finds as follows:
 - a. The proposed development is consistent with the city comprehensive plan.
 - b. The development is more compatible, having used PUD, with surrounding development than if PUD had not been used.
 - c. The open space gain warranted the use of PUD to grant variances.
 - d. The final development plan is in substantial conformance with the approved preliminary development plan.
- (8) *Conditions and records.* The city council may impose such conditions as it deems necessary on the preliminary and final development plans and shall maintain a record of all approved plans, amendments and conditions for continuing reference.
- (9) *Final development plans - Subsequent phases.* As rezoning is needed for subsequent development phases, the proponent shall prepare final development plans for each phase and shall petition the city for rezoning in accordance with the procedures of this section. The application for rezoning shall be accompanied by the information specified for final development plans in subsection (b)(3) of this section. The planning commission shall review and recommend on each development phase and the city council shall, prior to action on the request, hold a public hearing in accordance with the procedures established for rezoning. Each proposed phase shall be in substantial conformance with the approved preliminary development plan.
- (10) *Resubmission.* No application for PUD which has been denied by the city council shall be resubmitted by the applicant for a period of one year following the date of denial.
- (11) *Lapse and extension.* If within one year after the date of rezoning a building permit has not been issued, the planning commission may review the zoning and recommend to the council that the rezoning be extended or rescinded. Before acting on the planning commission recommendation, the city council shall conduct a public hearing and notice

shall be given in the same manner as the original petition. The city council may rescind or extend the zoning previously granted and the preliminary and final development plans for up to one year upon finding that:

- a. A good faith effort has been made to use the PUD;
- b. There is reasonable expectation that the PUD will be used; and
- c. The facts upon which the original PUD was issued are essentially unchanged.

(12) *Building permits.* At the time of building permit approval, the building plans shall be reviewed by the zoning administrator and building official to establish their compliance with the approved preliminary and final development plans. If they do not comply, the plans shall be reviewed by the planning commission and city council and a public hearing shall be conducted by the city council all in accordance with the procedures established in subsection (b) of this section.

(Code 1978, § 23.10(B); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

Sec. 30-704. Mining overlay district.

(a) *Purpose and Intent.* The purpose of the mining overlay district is to provide for current or future heavy mining activities that may be governed by Minn. Stat. §§ 93.44—93.51, and separate these uses from incompatible uses.

(b) *Lands subject to overlay district.* The mining overlay district is defined by the official zoning map and may overlay other zoning districts.

(c) *Conditional Uses.* Following the date of adoption of the ordinance from which this section derives no entity shall engage in new or expand existing operations, or renew operations that have not been active within five years of the effective date of this section without first obtaining a conditional permit. Any operation begun prior to the adoption of the ordinance from which this section derives and which is active on the effective date of this section may continue operations for five years at which time the operation shall have obtained a permit or ceased operation. The following are conditional uses in the mining overlay district:

- (1) Mineral extraction, mineral processing, metals production, mineral or metal storage, storage and stockpiling of mining and mineral processing waste materials and byproducts, storage of mining and processing equipment and includes those facilities and activities regulated by Minn. Stat. §§ 93.44—93.51.
- (2) Structures necessary for mining, mineral processing, and metals production operations and ancillary facilities and activities.
- (3) Transmission and distribution lines, and pipelines of public and private utility companies within existing public rights-of-way.
- (4) Towers.
- (5) Extractive use operations.



CITY OF GRAND RAPIDS
MINNESOTA

Planned Unit Development Application

Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.cityofgrandrapidsmn.com

All Planned Unit Developments in the City of Grand Rapids shall be in compliance with the Grand Rapids City Code, Article VI (Zoning), Division-11. The City Code can be viewed on the City of Grand Rapids web site: www.cityofgrandrapidsmn.com (follow the prompts for City Code).

Applicant/Business Name: Horseshoe Properties
Contact Person: Dan MARGO
Address: 24673 Sunset Pt Road, Cohasset Zip: 55721
Telephone:(Work) 327-7973 (Other) 259-4559
E-mail Address: sevans@itascasurgical.com
Interest In Property: CO-OWNER

Property Owner(s) of record: M. Jerry Mariano & DANIEL J. MARGO & Central Builders LLC. (Lot 10, Blk. 3)
Address: above Zip: _____
Telephone:(Work) above (Other) _____

Surveyor or Engineer: SEH - Bob Beaver - Grand Rapids, MN.
Address: 21 NE 5th ST. GRAND RAPIDS, MN 55744
Telephone:(Work) 322-4500 (Other) _____
E-mail Address: _____

Office Use Only

JUN 06 2019

Date Received _____ Certified Complete 6/7/2019 Fee Paid \$2,505⁰⁰
Is this proposal within a shoreland area:*1 Yes No
Planning Commission Recommendation: Approved _____ Denied _____ Meeting Date 8/1/2019
City Council Action: Approved _____ Denied _____ Meeting Date _____

*1 In cases where proposed PUD is in a shoreland management area, the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

Parcel Information:

Tax Parcel #(s) See prelim plat application - Property Size(acres): 5.90

Existing Zoning: R-1 + R-3

Existing Use: Residential

Proposed Use(s): PUD

Property Address/Location: _____

Legal Description: _____

} please see preliminary plat application.

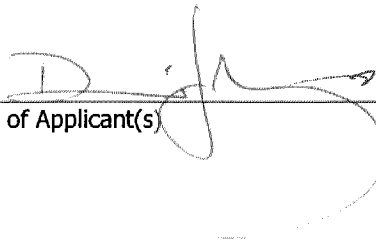
(attach additional sheet if necessary)

Applications must be received no later than the end of the first week of the month, to allow sufficient time for review by staff and the department head review committee. Planning Commission meetings are held on the first Thursday of each month.

Additional Instructions:

Prior to submitting your Petition for a PUD, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.


Signature(s) of Applicant(s)

6-5-19
Date

Owners Signature (if different than applicant)

Date

Required Submittals: The following items must be provided with your application, unless the Director of Community Development waives the requirement.

- Application Fee - \$2,525.00 *²
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)
- An existing conditions map showing property boundaries, topography; existing natural features, including trees, watercourses, ponds; soil conditions; buildings; streets, ect.
- Preliminary development plan indicating the proposed uses of land; acreage; densities; building square footage, types and heights; public and private street locations; walkway locations; recreation areas and facilities; and any other information that will be necessary to evaluate the proposal.
- A staging plan indicating the proposed sequence of development and general grading scheme. This plan can be indicated on the overall plan sheet.
- A preliminary plat which shall include all of the information required in article V of this chapter.
- Final development plan for Phase 1. Plans and support information shall be as prescribed for conditional use permits (refer to section 30-531(b)) plus such protective covenants or agreements as might be intended or required by the City.
- Electronic files of any plans (pdf), written project statements, legal descriptions, or narratives, in Microsoft Word format.

**²The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

VARIANCE(S) REQUESTED, IF ANY:

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- The proposed development is consistent with the City's Comprehensive Plan.
- The development is more compatible, having used PUD, with surrounding development than if PUD had not been used.
- The open space gain warranted the use of PUD to grant variances.
- The final development plan is in substantial conformance with the approved preliminary development plan.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the PUD. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

May 6, 2019

Dear Grand Rapids Planning Commission:

Please see the enclosed application for a "Preliminary Plat". The proposed plat would create eight home sites at the described property in Grand Rapids, Minnesota. The proposed category would be "Planned Unit Development" (PUD). All lots would be used as single family residential. The eight home owners would cooperate in "an association" for lawn care and snow removal. Please see the list of proposed covenants (enclosed).

Our understanding is that all assessments have been paid. However, we propose that any existing or future assessments would be shared appropriately by the eight future homeowners.

To supplement the application, please see....

- Enclosed check, application fee.
- Copy of tax statement (lots 5 through 10).
- Three copies of the preliminary plan concept.
- Copies of satellite view showing known wetlands.
- A letter from the county recorder verifying that the subdivision name is not duplicated elsewhere in the county is forthcoming.
- Documentation from Soil and Water confirming the two small wetlands on the property.
- Copy of current year tax statement.
- Current assessment certificate from our city clerk showing whether or not there are any current assessments on the property is forthcoming.
- A list of proposed protective covenants.

We are hopeful that this application is on time and sufficient to initiate preparation for the Planning Commission Meeting that is scheduled for June 6, 2019. We look forward to working with you on the project.

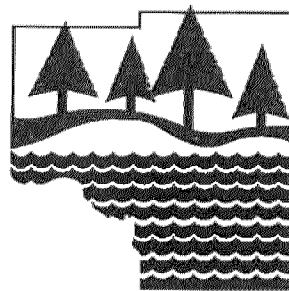
Sincerely,



Daniel J. Margo

Dan Margo signing on behalf of Daniel Margo, Jerry Mariano, Dean Piri, Horseshoe Properties, and Central Builders, LLC

NICOLLE ZUEHLKE
COUNTY RECORDER/REGISTRAR
Itasca County Courthouse
123 N.E. 4th Street
GRAND RAPIDS, MINNESOTA 55744-2600
(218) 327-2856 • FAX (218) 327-0689



July 23rd, 2019

SEH
Mike Hudec
RE: Plat Name

Dear Mike,

Let it be known that there is no recorded plat in the office of the Itasca County Recorder or Itasca County Registrar of Titles in the name of "CIC #33 Lakewood Estates First Addition".

Sincerely,

A handwritten signature in cursive script that reads "Nicolle Zuehlke".

Nicolle Zuehlke

Itasca County Recorder/Registrar



Building a Better World
for All of Us®

May 20, 2019

RE: Horseshoe Properties
14th Ave SW
Preliminary PUD/CIC
Wetland Permit Plan

Rob Mattei
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Dear Rob,

There are two delineated wetlands within the proposed development on the north side of 14th Ave SW. Included in a previous submittal to the City of Grand Rapids is a letter dated October 25, 2018, from the Army Corps of Engineers stating their concurrence with the site delineation. There is a larger wetland on the north property line that is included in the dedicated open space that will not be disturbed. There is a smaller wetland in the southwest region of the development that will be disturbed.

The smaller wetland is listed as Wetland 1 in the Delineation Report and is classified as a Type 1 Seasonally Flooded (wooded) Basin with an area of 870 square feet. The permit plan is to request a De Minimis Exemption. The exemption is allowed for a wetland up to 400 square feet, outside the building setback zone, as defined in the local shoreland management ordinance, but within the shoreland wetland protection zone of a Minnesota Public Water. This amount may be increased to 1000 square feet by the local government unit if the wetland is isolated and determined to have no direct surficial connection to the public water. The exemption does not require a wetland replacement plan. This is our case with the proximity of Horseshoe Lake.

If you have any questions or require additional information, please call me at 218-322-4502.

Sincerely,
Short Elliott Hendrickson Inc.

A handwritten signature in black ink, appearing to read "Bob Beaver".

Bob Beaver, PE
Principal | Project Manager

P:\FJ\H\HORSP\146525\1-gen\14-corr\0520 Wetland Mitigation Plan Itr.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744-2601
SEH is 100% employee-owned | sehinc.com | 218.322.4500 | 888.908.8166 fax



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

REPLY TO ATTENTION OF
REGULATORY BRANCH

Regulatory File No. 2018-02986-DWW

October 25, 2018

Horseshoe Properties
c/o: Mr. Dan Margo
520 NW First Avenue
Grand Rapids, Minnesota 55744

Dear Mr. Margo:

This letter is in response to correspondence dated August 3, 2018, from Short Elliott Hendrickson, Inc. requesting Corps of Engineers (Corps) concurrence with the delineation of aquatic resources completed on the 5 acre property located in Grand Rapids, Minnesota. The project site is in Section 29, Township 55 North, Range 25 West, Itasca County, Minnesota.

We have reviewed the 14th Ave SW Plat wetland delineation report and determined that the limits of the aquatic resources have been accurately identified in accordance with current agency guidance including the *Corps Wetland Delineation Manual* (1987 Manual) and the Regional Supplement to the Corps Wetland Delineation Manual: Northcentral and Northeast Regions. This concurrence is only valid for the review area shown on the enclosed figure labeled 2018-02986-DWW Figure 1 of 1. The boundaries shown on the enclosed figure accurately reflect the limits of the aquatic resources in the review area.

This concurrence may generally be relied upon for five years from the date of this letter. However, we reserve the right to review and revise our concurrence in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. Our concurrence may be renewed at the end of this period provided you submit a written request and our staff are able to verify that the determination is still valid.

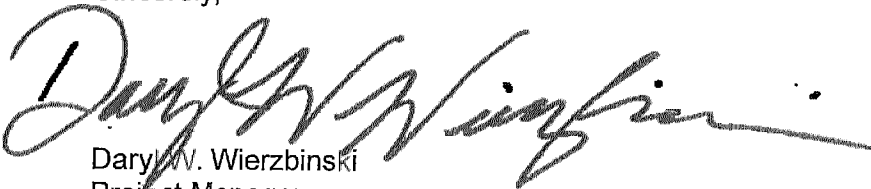
This review did not include a jurisdictional determination as to whether the wetlands or other aquatic resources identified at the site would be subject to Corps of Engineers jurisdiction under the Clean Water Act (CWA). Pursuant to Section 404 of the CWA, a Department of the Army permit is required for the discharge of dredged and fill material into a water of the United States. If you would like the Corps to make a determination regarding the status of the wetlands and aquatic resources identified on your property you may request an approved jurisdictional determination by submitting a written request to Daryl Wierzbinski at 600 South Lake Avenue, Suite 211, Duluth, Minnesota, 55802.

Please note that the discharge of dredged or fill material into waters of the United States without a Department of the Army permit could subject you to an enforcement action. Receipt of a permit from a state or local agency does not obviate the requirement for obtaining a Department of the Army permit.

Regulatory Branch (File No. 2018-2986-DWW)

If you have any questions, please contact Daryl W. Wierzbinski in our Duluth office at (218) 788-6406 or Daryl.w.wierzbinski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,



Daryl W. Wierzbinski
Project Manager

Enclosure
2018-02986-DWW Figure 1 of 1

cc:
Erin Budrow; SEH
Andy Arens; Itasca County SWCD
Matt Johnson; BSWR
Rian Reed; MN DNR

ITASCA COUNTY
 Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

218-327-2859
 www.co.itsca.mn.us

Property ID: 91-592-0325
 Owner: HORSESHOE PROPERTIES LLC

Taxpayer(s):

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC
 1542 GOLF COURSE RD STE 201
 GRAND RAPIDS MN 55744

Property Description:

GRAND RAPIDS CITY
 SEC:29 TWP: 55.0 RG:25 LOT: BLK: ACRES: 1.14
 LAKEWOOD HEIGHTS
 LOT 5 BLK 3

2019 Property Tax Statement

VALUES & CLASSIFICATION		
Taxes Payable Year: 2018 2019		
STEP	Estimated Market Value:	23,900 23,900
1	Homestead Exclusion:	
	Taxable Market Value:	23,900 23,900
	New Improvements/ Expired Exclusions:	
	Property Classification:	RES UNIMP RES UNIMP
Sent in March 2018		
STEP	PROPOSED TAX	
2	Proposed Tax:(excluding special assessments) Sent in November 2018	548.00
STEP	PROPERTY TAX STATEMENT	
3	First-half Taxes: May 15	272.00
	Second-half Taxes: October 15	272.00
	Total Taxes Due in 2019:	544.00

\$\$\$ You may be eligible for one or even two refunds to reduce your property tax.
REFUNDS? Read the back of this statement to find out how to apply.

	Taxes Payable Year: 2018	2019
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
PROPERTY TAX AND CREDITS		
3. Property tax before credits	516.00	544.00
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits		
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	516.00	544.00
PROPERTY TAX BY JURISDICTION		
6. County	186.74	194.02
7. City or Town	247.34	246.37
8. State General Tax		
9. School District: A. Voter approved levies		18.40
0318 B. Other local levies	81.16	84.32
10A. Special taxing district	.76	.89
B. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	516.00	544.00
SPECIAL ASSESSMENTS		
13A.		
B.		
C.		
14. Total property tax and special assessments	516.00	544.00

ISSUED: 03/26/2019

2 ND HALF PAYMENT STUB



*915920325

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76704

Property ID Number:	91-592-0325
Full Tax for Year	544.00
Balance Due	272.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
 County Auditor/Treasurer

Mail to: Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

Payable in **2019**

R

CASH
 CHECK
 COUNTY
 MAIL

Check if address change on back
 If box is checked you owe delinquent taxes
 Detach stub and include with second half payment

ISSUED: 03/26/2019

1000009159203252019076704 000002720000000544004

1 ST HALF OR FULL PAYMENT STUB



*915920325

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76704

Property ID Number:	91-592-0325
Full Tax for Year	544.00
Balance Due	272.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before May 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

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 Grand Rapids, MN
 55744

Payable in **2019**

R

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Check if address change on back
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 Detach stub and include with first half or full payment

ISSUED: 03/26/2019

1000009159203252019076704 000002720000000544004

ITASCA COUNTY

Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

218-327-2859
www.co.itasca.mn.us

Property ID: 91-592-0330

Owner: HORSESHOE PROPERTIES LLC

Taxpayer(s):

TAXPAYER # 104303
HORSESHOE PROPERTIES LLC
1542 GOLF COURSE RD STE 201
GRAND RAPIDS MN 55744

Property Description:

GRAND RAPIDS CITY
SEC: 29 TWP: 55.0 RG: 25 LOT: BLK: ACRES: 1.25
LAKEWOOD HEIGHTS
LOT 6 BLK 3

2019 Property Tax Statement

VALUES & CLASSIFICATION		
Taxes Payable Year: 2018		
	2018	2019
STEP 1	Estimated Market Value: 25,500	25,500
1	Homestead Exclusion: Taxable Market Value: 25,500	25,500
	New Improvements/ Expired Exclusions: Property Classification: RES UNIMP	RES UNIMP
Sent in March 2018		
STEP 2	PROPOSED TAX Proposed Tax:(excluding special assessments) Sent in November 2018	584.00
STEP 3	PROPERTY TAX STATEMENT First-half Taxes: May 15 Second-half Taxes: October 15 Total Taxes Due in 2019:	290.00 290.00 580.00

\$\$\$

You may be eligible for one or even two refunds to reduce your property tax.
REFUNDS? Read the back of this statement to find out how to apply.

	Taxes Payable Year: 2018	2019
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
PROPERTY TAX AND CREDITS		
3. Property tax before credits	550.00	580.00
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits		
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	550.00	580.00
PROPERTY TAX BY JURISDICTION		
6. County	199.05	206.85
7. City or Town	263.64	262.68
8. State General Tax		
9. School District: A. Voter approved levies		19.61
0318 B. Other local levies	86.50	89.91
10A. Special taxing district	.81	.95
A. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	550.00	580.00
SPECIAL ASSESSMENTS		
13A.		
B.		
C.		
14. Total property tax and special assessments	550.00	580.00

ISSUED: 03/26/2019

2 ND HALF PAYMENT STUB



*915920330

TAXPAYER # 104303
HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76705

Property ID Number: 91-592-0330	
Full Tax for Year	580.00
Balance Due	290.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
County Auditor/Treasurer

Payable in **2019**

R

CASH
CHECK
COUNTER
MAIL

Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

Check if address change on back
If box is checked you owe delinquent taxes
Detach stub and include with second half payment

ISSUED: 03/26/2019

10000009159203302019076705 000002900000000580001

1 ST HALF OR FULL PAYMENT STUB



*915920330

TAXPAYER # 104303
HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76705

Property ID Number: 91-592-0330	
Full Tax for Year	580.00
Balance Due	290.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before May 15 to avoid penalty
Real Estate ITASCA COUNTY

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County Auditor/Treasurer

Payable in **2019**

R

CASH
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Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

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Detach stub and include with first half or full payment

ISSUED: 03/26/2019

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ITASCA COUNTY

Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

218-327-2859
www.co.itasca.mn.us

Property ID: 91-592-0335
Owner: HORSESHOE PROPERTIES LLC

Taxpayer(s):

TAXPAYER # 104303
HORSESHOE PROPERTIES LLC
1542 GOLF COURSE RD STE 201
GRAND RAPIDS MN 55744

Property Description:

GRAND RAPIDS CITY
SEC:29 TWP: 55.0 RG:25 LOT: BLK: ACRES: .91
LAKEWOOD HEIGHTS
LOT 7 BLK 3

2019 Property Tax Statement

VALUES & CLASSIFICATION		
Taxes Payable Year: 2018		
2019		
STEP	Estimated Market Value:	21,000 21,000
1	Homestead Exclusion: Taxable Market Value: New Improvements/ Expired Exclusions: Property Classification:	21,000 21,000 RES UNIMP RES UNIMP
Sent in March 2018		
STEP	PROPOSED TAX	
2	Proposed Tax:(excluding special assessments) Sent in November 2018	482.00
STEP	PROPERTY TAX STATEMENT	
3	First-half Taxes: May 15 Second-half Taxes: October 15 Total Taxes Due in 2019:	239.00 239.00 478.00

\$\$\$ REFUNDS? You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Taxes Payable Year:		2018	2019
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.			
PROPERTY TAX AND CREDITS			
3. Property tax before credits		454.00	478.00
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits			
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits		454.00	478.00
PROPERTY TAX BY JURISDICTION			
6. County		164.31	170.50
7. City or Town		217.63	216.50
8. State General Tax			
9. School District: A. Voter approved levies			16.16
0318 B. Other local levies		71.39	74.06
10A. Special taxing district		.67	.78
B. Tax increment			
C. Fiscal disparity			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		454.00	478.00
SPECIAL ASSESSMENTS			
13A.			
B.			
C.			
14. Total property tax and special assessments		454.00	478.00

ISSUED: 03/26/2019

2 ND HALF PAYMENT STUB



*915920335

TAXPAYER # 104303
HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76706

Property ID Number: 91-592-0335	
Full Tax for Year	478.00
Balance Due	239.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
County Auditor/Treasurer

Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

Payable in 2019



CASH
CHECK
COUNTER
MAIL

Check if address change on back
If box is checked you owe delinquent taxes
Detach stub and include with second half payment

ISSUED: 03/26/2019

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1 ST HALF OR FULL PAYMENT STUB



*915920335

TAXPAYER # 104303
HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76706

Property ID Number: 91-592-0335	
Full Tax for Year	478.00
Balance Due	239.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before May 15 to avoid penalty
Real Estate ITASCA COUNTY

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Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

Payable in 2019



CASH
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ISSUED: 03/26/2019

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ITASCA COUNTY
 Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

218-327-2859
 www.co.itasca.mn.us

Property ID: 91-592-0340
 Owner: HORSESHOE PROPERTIES LLC

Taxpayer(s):

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC
 1542 GOLF COURSE RD STE 201
 GRAND RAPIDS MN 55744

Property Description:

GRAND RAPIDS CITY
 SEC:29 TWP: 55.0 RG:25 LOT: BLK: ACRES: .61
 LAKEWOOD HEIGHTS
 LOT 8 BLK 3

2019 Property Tax Statement

VALUES & CLASSIFICATION		
Taxes Payable Year: 2018		
2019		
STEP	Estimated Market Value:	17,700
		17,700
STEP 1	Homestead Exclusion: Taxable Market Value: New Improvements/ Expired Exclusions: Property Classification:	17,700
		17,700
		RES UNIMP
		RES UNIMP
	Sent in March 2018	
STEP 2	PROPOSED TAX Proposed Tax:(excluding special assessments) Sent in November 2018	404.00
STEP 3	PROPERTY TAX STATEMENT First-half Taxes: May 15 Second-half Taxes: October 15 Total Taxes Due in 2019:	201.00 201.00 402.00

\$\$\$ You may be eligible for one or even two refunds to reduce your property tax.
REFUNDS? Read the back of this statement to find out how to apply.

	Taxes Payable Year: 2018	2019
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
PROPERTY TAX AND CREDITS		
3. Property tax before credits	382.00	402.00
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits		
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	382.00	402.00
PROPERTY TAX BY JURISDICTION		
6. County	138.23	143.36
7. City or Town	183.09	182.04
8. State General Tax		
9. School District: A. Voter approved levies		13.59
0318		
B. Other local levies	60.12	62.35
10A. Special taxing district	.56	.66
B. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	382.00	402.00
SPECIAL ASSESSMENTS		
13A.		
B.		
C.		
14. Total property tax and special assessments	382.00	402.00

ISSUED: 03/26/2019

2 ND HALF PAYMENT STUB



*915920340

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76707

Property ID Number: 91-592-0340	
Full Tax for Year	402.00
Balance Due	201.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
 County Auditor/Treasurer

Mail to: Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

Payable in **2019**



CASH
 CHECK
 COUNTER
 MAIL

Check if address change on back
 If box is checked you owe delinquent taxes
 Detach stub and include with second half payment

ISSUED: 03/26/2019

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0000002010000000402006

1 ST HALF OR FULL PAYMENT STUB



*915920340

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76707

Property ID Number: 91-592-0340	
Full Tax for Year	402.00
Balance Due	201.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before May 15 to avoid penalty
Real Estate ITASCA COUNTY

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Make checks payable to:
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Mail to: Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

Payable in **2019**



CASH
 CHECK
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Check if address change on back
 If box is checked you owe delinquent taxes
 Detach stub and include with first half or full payment

ISSUED: 03/26/2019

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ITASCA COUNTY
 Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

218-327-2859
 www.co.itasca.mn.us

Property ID: 91-592-0345
 Owner: HORSESHOE PROPERTIES LLC

Taxpayer(s):

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC
 1542 GOLF COURSE RD STE 201
 GRAND RAPIDS MN 55744

Property Description:

GRAND RAPIDS CITY
 SEC:29 TWP: 55.0 RG:25 LOT: BLK: ACRES: .61
 LAKEWOOD HEIGHTS
 LOT 9 BLK 3

2019 Property Tax Statement

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2018 2019	
STEP 1	Estimated Market Value:	17,600	17,600
	Homestead Exclusion:		
	Taxable Market Value:	17,600	17,600
New Improvements/ Expired Exclusions:			
Property Classification:		RES UNIMP	RES UNIMP
Sent in March 2018			
STEP 2	PROPOSED TAX		
Proposed Tax:(excluding special assessments)			402.00
Sent in November 2018			
STEP 3	PROPERTY TAX STATEMENT		
First-half Taxes: May 15			200.00
Second-half Taxes: October 15			200.00
Total Taxes Due in 2019:			400.00

\$\$\$ You may be eligible for one or even two refunds to reduce your property tax.
REFUNDS? Read the back of this statement to find out how to apply.

	Taxes Payable Year: 2018 2019	
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
PROPERTY TAX AND CREDITS		
3. Property tax before credits		380.00 400.00
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits		
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits		380.00 400.00
PROPERTY TAX BY JURISDICTION		
6. County		137.52 142.65
7. City or Town		182.13 181.14
8. State General Tax		
9. School District: A. Voter approved levies		
0318 B. Other local levies		59.79 62.02
10A. Special taxing district		
B. Tax increment		.56 .66
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments		380.00 400.00
SPECIAL ASSESSMENTS		
13A.		
B.		
C.		
14. Total property tax and special assessments		380.00 400.00

ISSUED: 03/26/2019

2 ND HALF PAYMENT STUB



*915920345

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76708

Property ID Number:	91-592-0345
Full Tax for Year	400.00
Balance Due	200.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
 County Auditor/Treasurer

Mail to: Itasca County
 Auditor/Treasurer
 123 NE 4th Street
 Grand Rapids, MN
 55744

Payable in **2019**

R

CASH
 CHECK
 COUNTER
 MAIL

Check if address change on back
 If box is checked you owe delinquent taxes
 Detach stub and include with second half payment

ISSUED: 03/26/2019

1000009159203452019076708

0000002000000000400003

1 ST HALF OR FULL PAYMENT STUB



*915920345

TAXPAYER # 104303
 HORSESHOE PROPERTIES LLC

RES UNIMP ACCT# 76708

Property ID Number:	91-592-0345
Full Tax for Year	400.00
Balance Due	200.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

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Real Estate ITASCA COUNTY

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 Detach stub and include with first half or full payment

ISSUED: 03/26/2019

1000009159203452019076708

0000002000000000400003

ITASCA COUNTY

Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

218-327-2859
www.co.itasca.mn.us

Property ID: 91-592-0350
Owner: CENTRAL BUILDERS LLC

Taxpayer(s):

TAXPAYER # 124371
CENTRAL BUILDERS LLC
48689 ORCHARD RD
DEER RIVER MN 56636

Property Description:

GRAND RAPIDS CITY
SEC:29 TWP: 55.0 RG:25 LOT: BLK: ACRES: .61
LAKEWOOD HEIGHTS
LOT 10 BLK 3

2019 Property Tax Statement

VALUES & CLASSIFICATION

Taxes Payable Year: 2018

2019

Estimated Market Value:		17,600	17,600
STEP 1	Homestead Exclusion: Taxable Market Value: New Improvements/ Expired Exclusions: Property Classification:	17,600	17,600
		RES UNIMP	RES UNIMP
Sent in March 2018			
STEP 2	PROPOSED TAX Proposed Tax:(excluding special assessments) Sent in November 2018		402.00
STEP 3	PROPERTY TAX STATEMENT First-half Taxes: May 15 Second-half Taxes: October 15 Total Taxes Due in 2019:		200.00 200.00 400.00

\$\$\$

You may be eligible for one or even two refunds to reduce your property tax.

REFUNDS? Read the back of this statement to find out how to apply.

	Taxes Payable Year: 2018	2019
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
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PROPERTY TAX AND CREDITS		
3. Property tax before credits	380.00	400.00
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits		
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	380.00	400.00
PROPERTY TAX BY JURISDICTION		
6. County	137.52	142.65
7. City or Town	182.13	181.14
8. State General Tax		
9. School District: A. Voter approved levies		13.53
0318 B. Other local levies	59.79	62.02
10A. Special taxing district	.56	.66
B. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referendum levies		
12. Total property tax before special assessments	380.00	400.00
SPECIAL ASSESSMENTS		
13A.		
B.		
C.		
14. Total property tax and special assessments	380.00	400.00

ISSUED: 06/06/2019

2 ND HALF PAYMENT STUB



*915920350

TAXPAYER # 124371
CENTRAL BUILDERS LLC

RES UNIMP ACCT# 76709

Property ID Number: 91-592-0350	
Full Tax for Year	400.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
County Auditor/Treasurer

Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

ISSUED: 06/06/2019

10000009159203502019076709

Payable in 2019

R

CASH
CHECK
COUNTER
MAIL

Check if address change on back
If box is checked you owe delinquent taxes
Detach stub and include with second half payment

00000000000000000000400001

1 ST HALF OR FULL PAYMENT STUB



*915920350

TAXPAYER # 124371
CENTRAL BUILDERS LLC

RES UNIMP ACCT# 76709

Property ID Number: 91-592-0350	
Full Tax for Year	400.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before May 15 to avoid penalty
Real Estate ITASCA COUNTY

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123 NE 4th Street
Grand Rapids, MN
55744

ISSUED: 06/06/2019

10000009159203502019076709

Payable in 2019

R

CASH
CHECK
COUNTER
MAIL

Check if address change on back
If box is checked you owe delinquent taxes
Detach stub and include with first half or full payment

00000000000000000000400001

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

Parcel No. 91-592-0325

Legal Description: LAKEWOOD HEIGHTS LOT 5 BLOCK 3

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 13th day of May, 2019.



Barbara A. Baird, Finance Director

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

Parcel No. 91-592-0330

Legal Description: LAKEWOOD HEIGHTS LOT 6 BLOCK 3

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 13th day of May, 2019.



Barbara A. Baird, Finance Director

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

Parcel No. 91-592-0335

Legal Description: LAKEWOOD HEIGHTS LOT 7 BLOCK 3

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 13th day of May, 2019.



Barbara A. Baird, Finance Director

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

Parcel No. 91-592-0340

Legal Description: LAKEWOOD HEIGHTS LOT 8 BLOCK 3

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 13th day of May, 2019.



Barbara A. Baird, Finance Director

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

Parcel No. 91-592-0345

Legal Description: LAKEWOOD HEIGHTS LOT 9 BLOCK 3

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 13th day of May, 2019.



Barbara A. Baird, Finance Director

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

Parcel No. 91-592-0350

Legal Description: LAKEWOOD HEIGHTS LOT 10 BLOCK 3

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

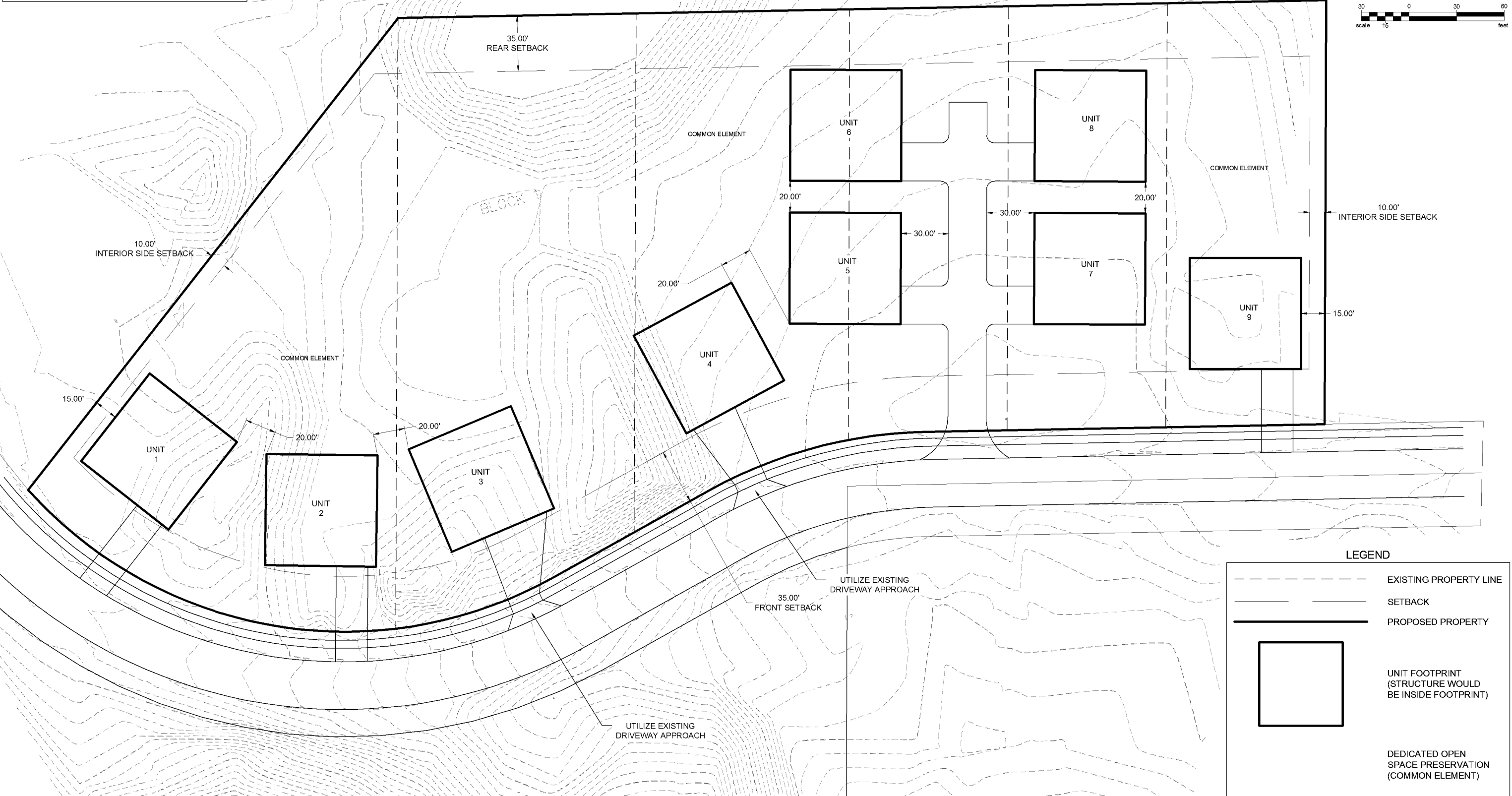
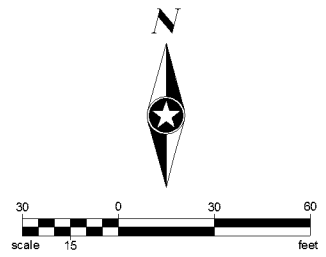
Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 13th day of May, 2019.



Barbara A. Baird, Finance Director

ZONING DISTRICT: R-3
 GR ZONING ORDINANCE SETBACKS
 FRONT: 35'
 INTERIOR SIDE: 10'
 STREET SIDE: 15'
 REAR: 35'



LEGEND

- EXISTING PROPERTY LINE
- SETBACK
- PROPOSED PROPERTY
- UNIT FOOTPRINT (STRUCTURE WOULD BE INSIDE FOOTPRINT)
- DEDICATED OPEN SPACE PRESERVATION (COMMON ELEMENT)

14TH AVENUE SW

Save: 5/23/2019 2:08 PM mhudec Plot: 5/23/2019 1:36 PM p:\F\HHORSP146525\5-final-dsgn\51-drawings\10-Civil\add\dwg\text\hbit\plat_design\Horsehoe Properties 1.dwg

DRAWN BY:				
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744
 www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Date: _____ ROBERT BEAVER, PE
 Lic. No. 26399

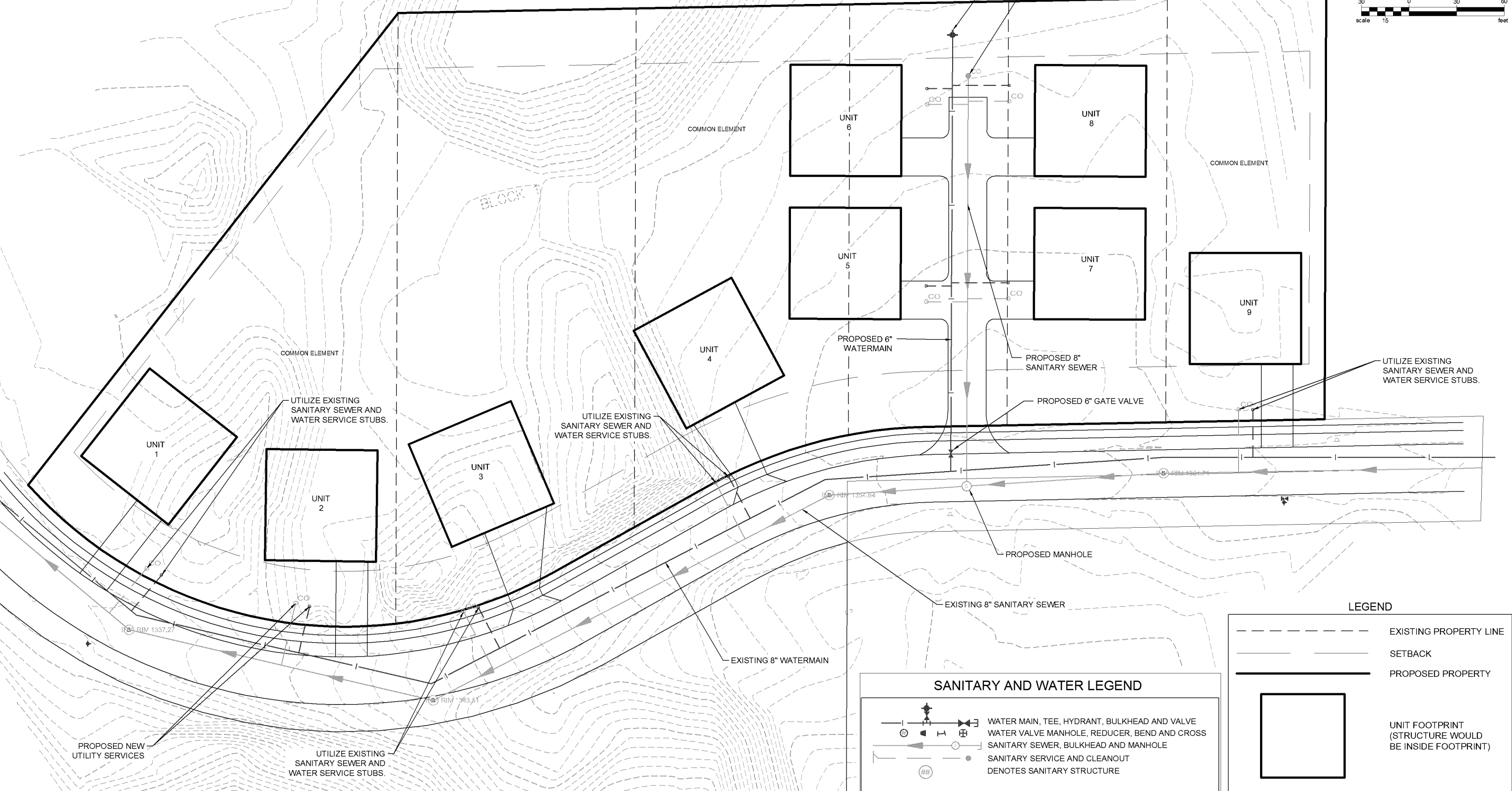
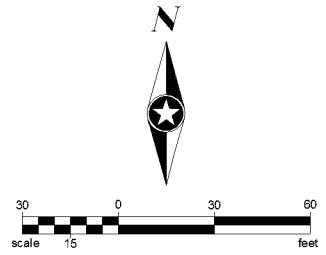
**GRAND RAPIDS,
 MINNESOTA**

**PRELIMINARY PLAT LAYOUT DRAWING
 GENERAL LAYOUT
 HORSESHOE PROPERTIES**

FILE NO.
 HORSP 146525

ZONING DISTRICT: R-3
 GR ZONING ORDINANCE SETBACKS
 FRONT: 35'
 INTERIOR SIDE: 10'
 STREET SIDE: 15'
 REAR: 35'

EXISTING UTILITY EASEMENTS ON THE EXISTING PLAT WILL BE VACATED. A NEW UTILITY EASEMENT WILL BE DEFINED FOR THE UTILITIES THAT SERVE UNITS 5-8.



SANITARY AND WATER LEGEND

	WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
	WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
	SANITARY SEWER, BULKHEAD AND MANHOLE
	SANITARY SERVICE AND CLEANOUT
	DENOTES SANITARY STRUCTURE

LEGEND

	EXISTING PROPERTY LINE
	SETBACK
	PROPOSED PROPERTY
	UNIT FOOTPRINT (STRUCTURE WOULD BE INSIDE FOOTPRINT)

14TH AVENUE SW

Save: 5/23/2019 1:32 PM mhudec Plot: 5/23/2019 1:37 PM p:\F\HHORSP146525\5-final-dsgn\5-drawings\10-Civil\add\dwg\text\hpl\plat_design\Horsehoe Properties 2.dwg

DRAWN BY:				
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

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 Lic. No. 26399

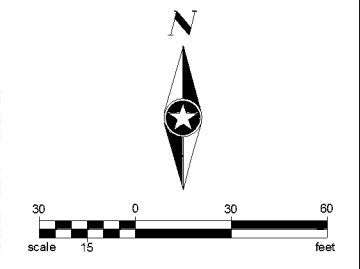
GRAND RAPIDS,
 MINNESOTA

PRELIMINARY PLAT LAYOUT DRAWING
 UTILITY LAYOUT
 HORSESHOE PROPERTIES




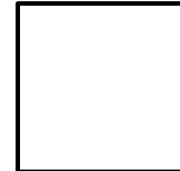

FILE NO.
 HORSP 146525

2
 4

ZONING DISTRICT: R-3
 GR ZONING ORDINANCE SETBACKS
 FRONT: 35'
 INTERIOR SIDE: 10'
 STREET SIDE: 15'
 REAR: 35'



LEGEND

-  EXISTING PROPERTY LINE
-  SETBACK
-  PROPOSED PROPERTY
-  UNIT FOOTPRINT
(STRUCTURE WOULD BE INSIDE FOOTPRINT)
-  DELINEATED WETLAND

14TH AVENUE SW

Save: 5/22/2019 12:01 PM mhudec Plot: 5/23/2019 1:40 PM P:\F\J\H\HORSPI\4852615-final-dsgn1-drawing1\10-Civil\cad\dwg\exhibit\plat_design\Horseshoe Properties 3.dwg

DRAWN BY:				
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS



PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744
 www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Date: _____ ROBERT BEAVER, PE
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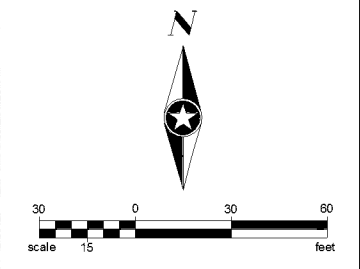
**GRAND RAPIDS,
 MINNESOTA**

**PRELIMINARY PLAT LAYOUT DRAWING
 DELINEATED WETLANDS
 HORSESHOE PROPERTIES**





FILE NO.
 HORSP 146525

3
 4

ZONING DISTRICT: R-3
 GR ZONING ORDINANCE SETBACKS
 FRONT: 35'
 INTERIOR SIDE: 10'
 STREET SIDE: 15'
 REAR: 35'



LEGEND

-  CUT AREA
-  DELINEATED WETLAND
-  DRAINAGE DIRECTION
-  FILL AREA

14TH AVENUE SW

Save: 5/23/2019 1:32 PM mhudec.Plot: 5/23/2019 1:43 PM p:\F\JHHORSP14652515-final-dsgn\51-drawings\10-Civil\add\dwg\exhibit\plat design\Horsehoe Properties 4.dwg

DRAWN BY:				
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS



PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744
 www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

 ROBERT BEAVER, PE
 Lic. No. 26399

**GRAND RAPIDS,
 MINNESOTA**

**PRELIMINARY PLAT LAYOUT DRAWING
 CUT/FILL PROPOSED GRADING
 HORSESHOE PROPERTIES**

FILE NO.
 HORSP 146525

4
 4

PINE RIDGE ESTATES SECOND ADDITION HOMEOWNER'S ASSOCIATION

BYLAWS

These Bylaws are the Bylaws of Pine Ridge Estates Second Addition Homeowner's Association, a Minnesota non-profit corporation (the "Association") organized under Minnesota Statutes, Chapter 317A,

DEFINITIONS

1. **Definitions.** Any words or terms used in these Bylaws which are defined in the Declaration Creating Pine Ridge Estates Second Addition, filed for record on May 1, 2006 as Document No. 597862, in the office of the County Recorder Itasca County, Minnesota, ("Declaration") shall have the meaning there ascribed to them.

MEMBERS AND VOTING

2. **Membership.** Each owner of a Lot in Pine Ridge Estates Second Addition, excepting lots ten (10) through thirteen (13), inclusive, Block 2, and Outlot D, shall be a member of the Association, and no other person or entity shall be entitled to membership. The Declarant, or its successors in interest or assigns, shall be entitled to membership in the Association only so long as the same is the owner of one or more lots in the plat.

3. **Transfer of Membership.** Each membership is appurtenant to the lot on which it is based and shall transfer automatically by voluntary or involuntary conveyance of the ownership of that lot. It shall be the responsibility of each owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former owner as a member, in its sole discretion. In the event the owner of any lot should fail or refuse to transfer the membership to the transferee of title of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

4. **Multiple Owners.** When more than one person holds an ownership interest in a lot, the vote for such lot shall be exercised as they between or among themselves determine and jointly signify in writing to the Secretary of the Association, but in no event shall more than the assigned voting power be cast in respect to any lot nor shall the voting power allocated to the lot be split or otherwise cast separately by the several lot owners. In the event multiple owners of a lot cannot agree on the exercise of voting power for such lot, any one of the owners may apply to the Board of Directors of the Association, which, after hearing all parties at a special meeting, shall determine the manner of exercise of the voting power for said lot by a majority vote of the Directors voting at the

special meeting. A Director shall not vote upon such determination with respect to a lot of which said director is one of the multiple owners.

5. Voting. Each lot shall be entitled to the voting power set forth in the Declaration. Cumulative voting shall not be permitted. A majority of those voting shall govern all determinations of the lot owners, except where a greater vote is required by the Act, the Declaration, or these Bylaws. No vote shall be cast with respect to any lot while it is owned by the Association. During any period when the assessments against a lot are unpaid for more than sixty (60) days after due and payable, the lot's voting rights may be suspended.

6. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of owners representing 50% of the voting power of the Association shall constitute a quorum. If the voting power of a lot is suspended by reason of delinquency in payment of assessments, such voting power shall be deducted from the quorum requirement.

7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. A person designated by a proxy to act for a member need not be a member.

MEETINGS

8. Place of Meetings. Meetings of the Association shall be held at any suitable place within Itasca County, Minnesota, and convenient to the lot owners as may be designated by the Board of Directors.

9. Annual Meetings. The first meeting of the members following the termination of the "period of declarant control" (as described in the Declaration) shall be deemed to be the "first annual meeting" shall be set by the Board of Directors. At such first annual meeting of the members, the members may designate a regular date for successive annual meetings. If the members fail to designate such a regular date, the Board of Directors may continue to designate the date of the next annual meeting until such a designation is made by the members. If any designated date falls upon a legal holiday, it shall be understood that the actual date of the meeting shall be the next business day succeeding such designated date. At such meetings, Directors shall be elected by ballot of the lot owners. The lot owners also may transact such other business of the Association as properly may come before them. In all events, a meeting of the members shall be held at least once each year. If a regular meeting of the members has not been held during the preceding 15 months, ten percent or more of the members with voting rights may demand a meeting in accordance with Minnesota Statutes, Section 317A.431, Subdivision 2.

10. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon the presentation to the Secretary of a petition therefor signed by owners of two or more lots or by three directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business

shall be transacted at a special meeting except as stated in the notice unless all of the members with voting rights have waived notice of the meeting under Minnesota Statutes, Section 317A.435. One or more special meetings may be held before there has been a "first annual meeting."

11. Notice of Meetings. It shall be the duty of the Secretary to send to each lot owner, at least twenty-one (21) days, and not more than thirty (30) days, in advance of an annual meeting of the lot owners, and not less than seven (7) days and not more than thirty days (30) in advance of any other meeting, notice of the date, time, place, and complete agenda of the meeting and the procedures for appointing proxies. The notice shall be hand-delivered or sent by United States mail, postage prepaid, to all lot owners of record at the address of their respective lots or to such other address or addresses as any of them may have designated in writing to the Secretary.

12. Adjourned Meetings. If any meeting of lot owners cannot be organized because a quorum is not present, the lot owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than sixty (60) days from the time the original meeting was called, with no further notice than that given at such adjourned meeting, and the quorum at such adjourned meeting shall be one-half (½) of the ordinary quorum.

13. Order of Business. The order of business at all annual meetings of the lot owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Designation of regular date for annual meetings (if necessary).
- (g) Election of Board of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Open forum.
- (k) Announcement of date, time and place of organization meeting of new Board of Directors.

(l) **Adjournment.**

14. **Fair Voting Procedures.** The following shall be considered minimum standards to assure fair voting procedures:

- (a) All proxies should be available for inspection prior to and during a members meeting, so that a reasonable opportunity is afforded to challenge and count proxies.
- (b) All mail ballots and all proxies cast at a meeting should be first opened at the time the votes on an election or issue are counted and tallied.
- (c) In the case of an election of a director, every candidate or designee of a candidate may observe the counting and tallying of votes; and on any other issue, a reasonable number of observers from both sides of each issue shall observe the counting and tallying of votes.
- (d) The vote count on each election and issue shall be announced before adjournment of the meeting, and shall be available to all members in written form, signed by the secretary of the Association, within seven days of the meeting.
- (e) A member who is delinquent in the payment of assessments may reinstate voting rights for a meeting by payment of the delinquency by delivering a check to the secretary, treasurer or president of the Association before the meeting is called to order, unless a different requirement is adopted by the Board and the delinquent member is given written notice thereof at least 15 days before the meeting.

BOARD OF DIRECTORS

15. **First Board of Directors.** The first Board of Directors shall consist of Steven A. Gilbertson, Dean Piri and Dennis Schaar until their successors are elected and qualified. Should any vacancy occur in the first Board of Directors it shall be filled by Declarant. The first Board of Directors shall have the power to adopt the Bylaws of the Association, to elect officers, to establish a schedule of assessments which shall be effective until December 31st of the year in which occurs the "first annual meeting" of the Association, and shall have generally the powers and duties as set forth in Bylaw 19.

16. **Number and Qualification.** The number of Directors constituting the Board of Directors after the first Board of Directors shall be at least three (3) and not more than five (5). All Directors elected by the lot owners shall themselves be lot owners, officers, employees or agents of a corporate lot owner, or partners, employees or agents of a partnership lot owner.

17. **Nomination.** Nomination for election to the Board of Directors shall be made by a

Nominating Committee. Nominations also may be made by any two members in a written nomination to the Secretary or by motion and second from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

18. Term and Election. The term of office of each Director shall be fixed at one (1) year. Directors shall be elected by plurality, subject however to Declarant's rights during the "Period of Declarant Control" as specified in the Declaration. Each Director shall hold office until his or her respective successor has been elected.

19. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may act on behalf of the Association and do all such acts and things except as by the Declaration or by these bylaws may not be delegated to the Board of Directors by the lot owners.

20. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal and substitution by a corporate or partnership lot owner under bylaw 40, shall be filled by a special election of the members and each person so elected shall be a Director until a successor is elected and qualified at the next annual meeting of the Association.

21. Removal of Directors. At any regular or special meeting of the lot owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the lot owners present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the lot owners shall be given an opportunity to be heard at the meeting.

22. Organization Meeting. The first meeting of the Board of Directors each year following the annual meeting of lot owners shall be held within ten (10) days of the annual owners' meeting, and if the date, time and place are announced at the annual owners' meeting, no further notice shall be necessary.

23. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within the State of Minnesota, as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, at least twenty-five (25) days prior to the day named for such meeting.

24. Special Meeting. Special meetings of the Board of Directors may be called by the

President on not less than seven (7) days' notice to each Director, which notice shall state the time, place within the State of Minnesota, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

25. Open Meetings. Except as otherwise provided in the Act, meetings of the Board of Directors must be open to the lot owners. The extent practicable, the Board shall give reasonable notice to the lot owners of the date, time, and place of a board meeting. If the date, time, and place of meetings are announced at a previous meeting of the Board, posted in a location accessible to the lot owners and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required.

26. Telephone Conference. A meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in a conference constitutes personal presence at the meeting. A Director may participate in a Board meeting by means of communication through which the Director, other Directors participating, and all other Directors physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by this means constitutes personal presence at the meeting.

27. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

28. Board of Directors' Quorum and Voting. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the meeting may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

29. No Proxies. Directors shall not vote by proxy.

30. Action Without a Meeting. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in a writing signed by all of the Directors.

31. Compensation. The Directors will receive no compensation for their services as

Directors. However, when authorized by the Board, Directors and officers may be reimbursed for actual expenses incurred in connection with the business of the Association, and officers may be compensated for bookkeeping or record keeping functions.

OFFICERS

32. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. All principal officers shall be elected by and from the Board of Directors. The offices of Treasurer and Secretary may be filled by the same person. The Board may from time to time appoint an assistant secretary and such other officers, with such duties, as in their judgment may be desirable, and such officers need not be Directors.

33. Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board. All officers shall hold office at the pleasure of the Board.

34. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments (except to the extent that the Board of Directors authorizes or mandates the delegation of such authority).

35. Vice-President. The Vice-President shall act in the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other Director to act on an interim basis. The Vice-President also shall perform such other duties as shall from time to time be required by the Board of Directors.

36. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. If the Association adopts a seal, the Secretary shall keep the corporate seal of the Association and affix it on all papers requiring said seal. The Secretary shall give notice of all meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as may be required by the Board.

37. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall sign all checks and shall be responsible for the deposit of all moneys and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors, except to the extent that the Board of Directors authorizes or mandates the delegation of such authority to a manager or agent.

38. Committees. The Board shall appoint members of a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may establish other committees and appoint their members as deemed appropriate in carrying out its purposes.

ANNUAL REPORT

39. Annual Report. The Association shall prepare and provide to each lot owner at or prior to each annual meeting a report of the affairs of the Association including at least the following information:

- (a) A statement of any capital expenditures in excess of two percent of the current budget or \$5,000.00 (whichever is greater) approved by the Association for the current year or succeeding two fiscal years;
- (b) A statement of the balance of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors;
- (c) A copy of the statement of revenues and expenses for the Association's last fiscal year and a balance sheet as of the end of said fiscal year;
- (d) A statement of the status of any pending litigation or judgments to which the Association is a party;
- (e) A statement of the insurance coverage provided by the Association; and
- (f) A statement of the total past due assessments on all lots, current as of not more than 60 days prior to the date of the meeting.

MISCELLANEOUS

40. Right of Corporate or Partnership Lot Owner to Substitute. Whenever a director or officer of the Association is an officer or employee of a corporate lot owner or a partner or employee of a partnership lot owner, the respective corporation or partnership may be written notice to the Association remove such director or officer of the Association and designate another such person to serve the unexpired balance of the term.

41. Indemnification of Officers and Directors. To the full extent permitted by Minnesota Statutes, Section 317A.521 as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any proceeding by reason of a former or present official capacity in the Association shall be indemnified.

42. Termination of Contracts. If entered in prior to expiration of the period of Declarant control, (i) any management contract, employment contract, or lease of recreational facilities, lots,

garages or other parking facilities, (ii) any contract, lease or license binding the Association to which a Declarant or an affiliate of a Declarant is a party, or (iii) any contract, lease or license binding the Association or any lot owner other than the Declarant or an affiliate of the Declarant which is not bona fide or which was unconscionable to the lot owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the expiration of Declarant control upon not less than 90 days' notice to the other party.

43. Notice. "Notice" has the meaning given in Section 317A.011, subdivision 14 of the Minnesota Nonprofit Corporation Act.

44. Amendments to Bylaws. These Bylaws may only be amended in a manner authorized by Minnesota Statutes, Section 317A.181.

45. Conflicts. In case any of these Bylaws conflicts with the provisions of the Declaration or Articles of Incorporation, the provisions of the Declaration of Articles of Incorporation will apply.

46. Inspection of Books and Records. Current copies of the Declaration, Bylaws, other rules concerning the Association, and the books, records, and financial statements of the Association shall at all times, during reasonable and normal business hours, be available for inspection by any lot owner, prospective purchaser, lot lender or the holder, insurer and guarantor of a mortgage on any lot at the principal office of the Association, and copies of the same may be purchased at reasonable cost.

47. Financial Statements. The Association shall have no obligation to have its financial statements audited, but any mortgage holder shall be entitled, upon written notice, to have an audited financial statement of the Association for the immediately preceding fiscal year prepared at its expense (unless one is otherwise available, in which case it shall be provided free of charge to the party so requesting). Any financial statement shall be furnished free of charge within a reasonable time upon request from any such owner, lender, holder, issuer or guarantor or any prospective owner, lender, holder, insurer or guarantor or any prospective owner, lender, holder, insurer or guarantor.

48. Notice to Association. An owner who mortgages the owner's lot shall notify the Association through the management agent, if any, or the President or the Board of Directors in the event there is no management agent, of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Lots."

CERTIFICATE

The foregoing were adopted as the Bylaws of Pine Ridge Estates Second Addition Homeowner's Association, a Minnesota non-profit corporation, by Written Action of the first Board of Directors effective January 1, 2010.

By: Dean Piri
Dean Piri, Secretary

RULES AND REGULATIONS

The following rules and regulations have been adopted by the Board of Directors of Pine Ridge Estates Second Addition Homeowner's Association. All terms used herein are defined in the Declaration or the Bylaws. **EACH RULE AND REGULATION APPLIES TO ALL OWNERS AND OCCUPANTS AND THEIR GUESTS. EACH OWNER IS RESPONSIBLE FOR VIOLATIONS OF THE RULES AND REGULATIONS BY THE OCCUPANTS OF THE OWNER'S LOT AND BY THE OCCUPANT'S AND OWNER'S GUESTS.** The rules and regulations are in addition to and in certain instances supplement the use restrictions provided for in the Declaration.

1. Use of Lots.

1.1 Occupancy Restrictions. The lots and dwellings thereon must be used exclusively as private, single-family residential dwellings, and not for transient, hotel, commercial, business or other non-related purposes. Any lease of a lot or dwelling (except for occupancy by guests with the consent of the Occupants or Owner) for a period of less than seven (7) days, or any occupancy which includes any services customarily furnished to hotel guests, shall be presumed for transient purposes. All leases must be in writing and a copy of the lease must be furnished to the Board of Directors.

1.2 Commercial Use. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, may be conducted, maintained or permitted in any lot; except (i) an Owner or Occupant residing on a lot may keep and maintain his or her business or professional records in such lot and handle matters relating to such business by telephone or correspondence therefrom, provided that said uses are incidental to the residents, do not involve physical alteration of the lot and do not involve any observable business activities, such as signs, advertising, displays, bulk mailings, deliveries, or visitation or use of the lot by customers or employees, and (ii) the Association may maintain offices on the Property for management, marketing, development and related purposes.

1.3 Temporary Structures. No structure of a temporary nature shall be permitted at any time on any lot.

1.4 Garbage Disposal, Trash and Rubbish. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No refuse cans or other unsightly objects shall be visible except containers and boxed or double bagged material put out on day of collection.

Keeping our lots free of litter enhances the appearance and value of every home. No storage of trash will be permitted in or outside any lot in such manner as to permit the spread of fire or encouragement of vermin. No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Elements. Each Owner must keep the exterior portions of his

or her dwelling clean and orderly.

2. Action of Owners and Occupants.

2.1 Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity are allowed on any lot. No Owner or Occupant may make or permit any disturbing noises nor do or permit anything that will interfere with the rights, comfort or convenience of other residents, or will in any unreasonable way be offensive to such residents. No structure or feature of lot development shall be conducive to the harboring of rodents, insects, wild animals or other pests. No lot shall be used for the storage of materials not customary to or necessary and convenient for residential living. No drying of clothes, linens or other fabrics shall be done outside of any dwelling.

2.2 Pets. No animals, birds, or reptiles of any kind may be raised or bred or kept on the lot for commercial purposes. Household pets such as dogs, cats, fish, birds and the like, are allowed, subject to Rules and Regulation adopted by the Board of Directors. Pets may not be kept in conflict with applicable ordinances of the City of Grand Rapids. Animals are to be kept inside of residences, and outdoor kennels or shelters for boarding and lodging of animals are prohibited. Each, Owner, Occupant or guest must clean-up after his or her pet(s). All residents and guests with animals shall carry appropriate pickup equipment when walking their animal outside, and remove any defecation made by their animal to their garbage. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the community if the problems with the pet are not remedied within five days written notice from the Board of Directors. In no event, shall any animal be kept, bred, or maintained for any commercial purpose. The Owners or Occupants must hold the Association harmless from any claim resulting from any action of the pet whatsoever.

2.3 Indemnification of Acts of Others. Owners and Occupants must hold the Association and other Owners and Occupants harmless for the actions of their guests and pets.

3. Motor Vehicles.

3.1 Commercial Vehicles. Commercial vehicles are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Board of Directors.

3.2 Compliance with Law. All persons must comply with Minnesota State Laws, Department of Motor Vehicles regulations, and applicable local ordinances on the roads and drives on the Property.

3.3 Parking or Storage of Recreation Vehicles, Trucks, Vans, Trailers, and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas and drives in excess of twelve (12) hours except for temporary loading and unloading, following

which the vehicle must be removed from the Property for at least twelve (12) hours: commercial vehicles carrying sign advertising business; trucks, vans, and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use. Parking spaces, if any, are intended to be used solely for the parking of automobiles or trucks having a gross weight of less than 10,000 lbs. Without express written consent of the Board of Directors, no buses, trucks having a gross weight in excess of 10,000 lbs., or trailers may be parked in any parking space. No recreational vehicles such as travel trailers, boats, motor homes and snowmobiles may be parked or stored on any lot, except inside a garage, for more than one week without prior written consent of the Board of Directors.

4. Grounds Requirements.

4.1 Committee Composition. The Board may elect to appoint a Grounds Committee (GC) each comprised of three members appointed by the Board of Directors. At least two members of each Committee shall be homeowners. If no committees are appointed, these controls shall be governed by the Board of Directors.

4.2 Outside Improvements and Landscaping. No owner shall place, plant, store or permit to remain any planting, landscaping material, firewood, furniture, ornamentation, planters, equipment, personal property, object or other material on any portion of such owner's lot without written permission of the GC. Except for flower beds immediately adjacent to an owner's home, no owner may cut, trim or otherwise disturb any planting, shrub, tree or other vegetation without written permission from the GC.

4.3 Noncompliance. Any owner who engages in unauthorized alteration from the overall plan for landscaping all lots will be required to restore the property at the owner's expense. Restoration shall be as close to original condition as possible. The owner will also be responsible for any legal costs incurred by the Association in enforcing this requirement. The GC will make the restoration if the owner does not do so in a reasonable time. A lien will be placed against the property to cover GC costs if an owner does not pay these costs.

5. General Administrative Rules.

5.1 Consent in Writing. Any Consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.

5.2 Complaint. Any formal complaint regarding the management of the Property or regarding the actions of other Owners must be made in writing to the Board of Directors, or any appropriate committee.

5.3 Amending Rules and Regulations. Any consent or approval given under

these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

Certified to be the Rules and Regulations, adopted by the Board of Directors on January 1, 2010

A handwritten signature in cursive script, appearing to read "Dean Piri", written over a horizontal line.

Dean Piri, President/Secretary

A000597862

OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
05/01/2006 10:15:00AM

PAGES 19
REC FEES \$46.00

JEAN BENGSTON WINTER
ITASCA COUNTY RECORDER

BY SVR Dep

**PINE RIDGE ESTATES SECOND ADDITION
DECLARATION**

This Declaration is made on this 26 day of April, 2006, by Legacy Development Corporation of Grand Rapids, MN, a Minnesota Corporation (the "Declarant"),

Whereas, Declarant, is the fee owner of real estate (Property) described as follows:

Lots One (1) through Nineteen (19) inclusive, Block One (1), and Lots One (1) through Nine (9) inclusive, Block Two (2), PINE RIDGE ESTATES SECOND ADDITION, according to the plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota;

Whereas, Declarant desires to establish on the Property, a plan for a permanent residential community to be owned, occupied, operated, maintained and managed for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the structural quality, and the original architectural character of the Property.

Therefore, Declarant submits and declares that all of the Property will be held, occupied, sold, and conveyed subject to the following restrictions, covenants, and conditions regarding the management and maintenance of the Property, which are for the purpose of protecting the value and desirability of the properties, all of which will run with the real property and be binding on all Persons and parties having any right, title or interest in the Property, their heirs, personal representatives, successors and assigns, and will inure to the benefit of each owner.

Anderson Jr

C107

SECTION 1 DEFINITIONS

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

- 1.1 “Assessments” shall mean and refer to all assessments levied by the Association pursuant to Section 5 of this Declaration, including annual assessments, special assessments, and limited allocation assessments.
- 1.2 “Association” shall mean Pine Ridge Estates Second Addition Homeowner’s Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota, whose members consist of all Lot Owners in the Plat of Pine Ridge Estates Second Addition, except for lots ten (10) through thirteen (13), inclusive, Block 2 of said Plat.
- 1.3 “Board” shall mean the Board of Directors of the Association as provided for in the By-Laws.
- 1.4 “By-Laws” shall mean the By-Laws governing the operation of the Association, as amended from time to time.
- 1.5 “Expenses” shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Expenses in the Declaration or By-Laws.
- 1.6 “Governing Documents” shall mean this Declaration, and the Articles of Incorporation, Rules and Regulations and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- 1.7 “Lot” shall mean any platted lot subject to this Declaration as shown on the Plat, including all improvements thereon, with the exception of lots ten (10) through thirteen (13), inclusive, Block 2, and Outlot D, of said Plat of Pine Ridge Estates Second Addition.
- 1.8 “Owner” shall mean a Person who owns a Lot subject to these Declarations, including without limitation, contract for deed vendees and holders of a life estate, but excluding contract for deed vendors and mortgagees and other secured parties.
- 1.9 “Person” shall mean a natural individual, corporation, limited liability company, partnership, Trustee, or other legal entity capable of holding title to real property.

- 1.10 “Plat” shall mean the recorded plat of Pine Ridge Estates Second Addition depicting the Property pursuant to the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended or supplemental Plat recorded from time to time.
- 1.11 “Property” shall mean all of the real property submitted to this Declaration, now or in the future, as legally described above, excepting lots ten (10) through thirteen (13), inclusive, Block 2, and Outlot D of said Plat of Pine Ridge Estates Second Addition.
- 1.12 “Rules and Regulations” shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 4.5.

SECTION 2 ASSOCIATION EASEMENTS

2.1 Utility and Maintenance Easements. Each Lot shall be subject to a perpetual appurtenant easement to the Association for all maintenance, services, repair and replacement as described in Section 10.

2.2 Declarant’s Easements. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 13.

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

2.3 Easements are Appurtenant. All easements and similar rights burdening or benefitting a Lot or any other part of the Property shall run with the land, and shall be permanent. 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.

2.4. 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 establish and enforce reasonable Rules and Regulations governing the use of the Property.

SECTION 3 ASSOCIATION MEMBERSHIP; ALLOCATION OF VOTING RIGHTS AND EXPENSES

3.1 Membership. Each Owner shall be a member of the Association by virtue of Lot ownership. Such membership shall not be separated or conveyed separately from Lot ownership, but shall be transferred with the conveyance of the Owner’s interest in the Lot. An Owner’s

membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Lot, all such Persons shall be members of the Association, but multiple ownership of a Lot shall not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

3.2 Voting and Expense Allocation. Voting rights and Expense obligations shall be allocated equally among the Lots, with the exception of limited allocation expenses pursuant to Section 5.5.

SECTION 4 ADMINISTRATION

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

4.1 General. The operation and administration of the Association and the Property shall be governed by the Governing Documents. The Association shall, subject to the rights of the Owners set forth in the Governing Documents, be responsible for the operation, management and maintenance of the Property. The Association shall have all powers described in the Governing Documents. 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. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

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

4.3 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 shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

4.4 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. However, 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.

4.5 Rules and Regulations. The Board shall have exclusive authority to approve, amend and implement such reasonable Rules and 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. The inclusion in other parts of the Governing Documents of authority to approve and or amend 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 thereof has been given to the Owners.

4.6 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held 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 Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 5 ASSESSMENTS

5.1 General. Assessments shall be determined and assessed against the Lots by the Board, in its discretion; subject to the requirements and procedures set forth in this Section 5, and the requirements of the By-Laws. Assessments shall include annual Assessments under Section 5.3, and may include special Assessments under Section 5.4 and limited allocation Assessments under Section 5.5. Annual and special Assessments shall be allocated among the Lots equally. Limited allocation Assessments under Section 5.5 shall be allocated to Lots as set forth in that Section.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, maintenance and management of the Property.

5.3 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Expenses of the Association for that year which are to be shared equally by all Lots in accordance with the allocation set forth in Section 5.1. Annual Assessments shall be payable in equal monthly installments. Annual Assessments shall provide, among other things, for an adequate reserve fund for the management, maintenance, repair and replacement of those parts of the Lots for which the Association is responsible. Except for the variations authorized by Section 5.5, and except for premiums on insurance carried by the Association, the increase in the annual Assessment for any fiscal year shall not exceed the greater of (i) 5% of the previous years annual Assessment or (ii) the percentage increase in the National Bureau of Labor Statistics Consumer Price Index for the Minnesota Twin City Metropolitan Area (or comparable index if not available) for the most recent available year, multiplied times the total annual Assessment for the Association's previous year; unless the increase is approved by the vote of 67% of those Owners (other than Declarant) voting, in person or by proxy, at a meeting called for that purpose, or voting by mail. 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.

5.4 Special Assessments. 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 Lots equally. Special assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Expense. Notwithstanding the foregoing, any special Assessment shall be subject to approval by the vote of a 67% of the Owners voting, in person or by proxy, at a meeting called for that purpose, or voting by mail. 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.

5.5 Limited Allocation Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited allocation Assessments among and against only certain Lots in accordance with the following requirements and procedures:

- a. Any Assessment associated with the management, maintenance, repair, or replacement associated with or unique to a specific Lot may be assessed exclusively against the specific Lot or Lots to which that management, maintenance, repair, or replacement was necessary or benefited.
- b. Any Assessment or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited.
- c. The costs of utilities, if assessed as an Expense by the Association, may be assessed in proportion to usage.
- d. Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, against any Owner or Occupant or their guests, may be assessed against the Owner's Lot.
- e. Late charges, fines and interest may be assessed as provided in Section 11.
- f. If any damage to an Owner's Lot or to another Lot is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Lot to the extent not covered by any insurance policy concerning the damaged Lot.
- g. If any Assessment or installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.
- h. If Expense liabilities are reallocated for any purpose authorized by the Governing

Documents, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Expense liabilities.

5.6 Commencement and Liability of Owners for Assessments. The obligation of an Owner to pay Assessments shall commence at the time at which the final walk through for the Dwelling by the Owner and the Builder/Declarant, Legacy Development Corporation of Grand Rapids (hereafter Legacy), in accordance with the construction agreement with Legacy and after the due date of the first Assessment levied by the Board, subject to the alternative Assessment program described in Section 5.7. The Owner at the time an Assessment is payable with respect to the Lot shall be personally liable for the share of the Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by the waiver of any other 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. The Association may invoke the charges, sanctions and remedies set forth in Section 11, in addition to any remedies provided elsewhere in the Governing Documents, or by law, for the purpose of enforcing its rights hereunder.

5.7 Declarant's Alternative Assessment Provision. Notwithstanding anything to the contrary in this Section 5, once an Expense Assessment has been levied by the Board, any unsold Lots still owned by Declarant or Lots for which the Owner has not had a walk through such that the Owner is liable for Expense Assessments pursuant to Section 5.6, Declarant shall be assessed at the rate of twenty-five percent (25%) of the Assessments levied on other Lots of the same type until a walk through with respect to such Dwelling is completed by the Owner and the builder, Legacy. This reduced Assessment shall apply to each Lot owned by Declarant at the time that the Lot is created, and shall terminate with respect to each such Lot upon a walk through as described in Section 5.6. Although this alternative Assessment program will not affect the allocated share of replacement reserves attributable to Lots owned by Declarant, there are no assurances that there will be no effect on the level of services for items set forth in the Association's budget.

5.8 Assessment Lien. The Association has a lien on a Lot for any Assessment levied against that Lot 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 are liens, and are enforceable as Assessments, under this Section 5. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 5, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

5.9 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Lot under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in a like

manner as 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 Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, 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 Lot.

5.10 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Lot, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Lot. Notwithstanding the foregoing, if (1) a first mortgage on a Lot is foreclosed, (2) the first mortgage was recorded on or after the date of recording of this Declaration, and (3) 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 Lot subject to unpaid Assessments for Expenses levied pursuant to this Section 5, which became due, without acceleration, during the six (6) months immediately preceding the first day following the end of the Owner's period of redemption.

5.11 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Lot the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Lot prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Lot until released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Lot, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 6 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 Lot, 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:

6.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, 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.

6.2 Residential Use. The Lots shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 6.3. Any lease of a Lot (except for occupancy by guests with the consent of the Owner) for a period of less than seven (7) days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

6.3 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 Lot except:

- a. An Owner or Occupant residing in a Lot may maintain a home occupation in such Lot and handle matters relating to such home occupation by telecommunications or correspondence therefrom; provided, that such uses are incidental to the residential use; do not involve physical alteration of the Lot visible from the exterior; are in compliance with all governmental laws, ordinances and regulations; and do not involve any observable business activity such as signs, advertising displays, regular deliveries, or pedestrian or vehicular traffic to and from the Lot by customers or employees.
- b. The Association may maintain offices on the Property for management and related purposes.
- c. Declarant may maintain offices, sales facilities and other business facilities on the Property in connection with the exercise of its special declarant rights.

6.4 Animals. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. However, subject to the previous restriction, 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. This authority may be exercised so as to permit or prohibit different types of animals, but those animals which are permitted (if any) shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like, all of which must be lodged indoors. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. Outdoor kennels or shelters for boarding and lodging of animals are prohibited.

6.5 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

6.6 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 or Occupant.

6.7 Alterations. Except for those made by Declarant in consideration of its initial sale of a Lot, no alterations (as defined in Section 7) shall be made, or caused or allowed to be made in any part of a Lot which affects another Lot or which is visible from the exterior of the Lot, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 7.

6.8 Times Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot into separate time periods, is prohibited.

6.9 Access to Lots. In case of emergency, all Lots are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Sections 8 and 10 and for enforcement purposes under Section 11.

SECTION 7 ALTERATIONS/ARCHITECTURAL CONTROL

7.1 Restrictions on Alterations. The following restrictions and requirements shall apply to alterations on the Property:

- a. Except as expressly provided in this Section 7, and except for alterations made by Declarant in consideration of its initial sale of a Lot, no structure, building, addition, 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 Lot which is visible from the exterior of the Lot (collectively referred to as "alterations"), shall be commenced, erected or maintained in a Lot, 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 Lot.

- 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) that the alteration will not create dangerous conditions for any Owners or Occupants (iii) comparable or better quality of materials as used in existing improvements, (iv) ease of maintenance and repair, (v) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, and (vi) compliance with governmental laws, codes and regulations.

7.2 Review Procedures. The following procedures shall govern requests for permitted alterations under this Section:

- a. Detailed plans, specifications and related information regarding 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 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.
- c. If no request for approval is submitted, approval is denied.
- d. The Association may require that the Owners of the Lots to be altered pay all costs of processing and documentation related to 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 therewith.

7.3 Prohibited Alterations. The following prohibitions apply notwithstanding any other provision herein to the contrary:

- a. No Lot 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.
- b. 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.

7.4 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Lot and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Lot and to restore any part of the Dwelling or Lot 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 Lot.

SECTION 8 MAINTENANCE

8.1 Maintenance by Association. The Association shall provide the following services concerning the management, maintenance, repair or replacement (collectively referred to as "maintenance") of the Lots on the Property: snow removal, lawn care, shrub and tree maintenance (including fertilization of yards and excluding watering of yards) on the yard areas of all Lots, as originally installed, and cleaning of gutters.

8.2 Optional Maintenance by Association. In addition to the maintenance described in Section 8.1, 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 Lots or Dwellings.

8.3 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 8.1 or 8.2, all maintenance of the Dwellings and Lots shall be the sole responsibility and expense of the Owners thereof. However, 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 require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs, and charge and assess the Lot for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Lot.

8.4 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 Lot 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 the yard area of upon any Lot to do so), and the cost thereof may be charged and

assessed against the Lot of the Owner responsible for the damage. Such cost shall be a personal obligation of the Owner and lien against the Owner's Lot.

SECTION 9 INSURANCE

9.1 Required Coverage. The Association shall **NOT** obtain and maintain a property insurance policy. Owners shall be responsible for obtaining and maintaining at each owner's sole cost an adequate property insurance policy. The Association shall maintain only a master policy of insurance issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- a. Fidelity insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board. The fidelity bond or insurance shall name the Association as the named insured. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- b. Liability insurance.
- c. Directors and officers liability insurance with such reasonable limits and coverage as the Board shall determine from time to time.
- d. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

9.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as an annual Assessment, and allocated among the Lots as determined by the Board consistent with the Governing Documents.

9.3 Owner's Responsibility. Each Owner must obtain full insurance coverage at his or her own expense covering at a minimum fire, storm and other casualty to the Lot, 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.

9.4 Liability and Worker's Comp. Proof of Insurance. The Association shall require written proof of liability insurance and worker's compensation insurance for any independent contractor, agent, and or employee to be hired by the Association prior to that person being hired and commencing services.

SECTION 10 EASEMENTS

10.1 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Lot, 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 Lots for the purposes of maintenance, repair, replacement and reconstruction of the Dwellings and other improvements located within the Lots, and utilities serving the Lots, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

10.2 Utility Easements. The Property shall be subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. Each Lot, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Lots for all such utilities and services; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Lots by the Owners and Occupants, nor affect the structural or architectural integrity of the Lots or Dwellings.

10.3 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Lot or the right to utility services thereto. The easements set forth in this Section 11 shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Lots for purposes of maintenance, repair, replacement and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair and replace the utility lines and related equipment.

SECTION 11 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any 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, and such amendments thereto as may be made from time to time, and the decisions of the Association. 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 laws of the State of Minnesota.

11.1 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 to enforce compliance with the Governing Documents, the Rules and Regulations or the decisions of the Association. Owners may also enforce compliance with the Governing Documents or the Rules and Regulations by a private legal action, independent of this Section. No Owner may withhold any Assessments payable to the Association, or take or omit other action in violation of the Governing Documents or the Rules and Regulations, as a measure to enforce such Owner's position, or for any other reason.

11.2 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 their guests, who violate the provisions of the Governing Documents or the Rules and Regulations:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges of up to the greater of twenty dollars (\$20), or fifteen percent (15%) of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.
- c. In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Lot owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten (10) days 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 Governing Documents or the Rules and Regulations of the Association.
- e. Enter any Lot in which, or as to which, a violation or breach of the Governing Documents exists which is likely to materially affect the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Lot which is causing the violation; provided, that any improvements which are a part of a Dwelling may be

altered or demolished only pursuant to a court order or with the agreement of the Owner.

- f. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the laws of the State of Minnesota.

11.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 11.2 d., e., or f., the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days prior written notice to the offender. If the offender fails to timely request a hearing or not appear at the hearing, then the right to a hearing shall be deemed 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 (10) days following the hearing, if not delivered to the offender at the hearing. The Board may delegate the foregoing hearing authority to a committee of three or more disinterested Owners, who shall conduct the hearing and make a recommendation to the Board regarding the disposition of the matter.

11.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Lot 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 5. 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 makes a written decision at or 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 Association's right to pursue any others.

11.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the 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 Lot 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. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Lot.

11.6 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 Lot, 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 Lot.

11.7 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 12 AMENDMENTS

12.1 Approval Requirements. This Declaration may be amended only by unanimous approval of all members of the Association.

12.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. The amendment shall be effective when recorded with the Itasca County Recorder's office. An 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 13 SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special declarant rights for as long as it owns a Lot:

13.1 Complete Improvements. To complete all the Lots 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 Lots to accommodate the exercise of any special declarant rights.

13.2 Sales Facilities. To construct, operate and maintain a sales office, management office, model Lots and other development, sales and rental facilities within any Lots owned by Declarant from time to time, located anywhere on the Property.

13.3 Signs. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Declarant.

13.4 Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and the yard areas of the Lots for the purpose of exercising its special declarant rights.

13.5 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 until the earliest of: (i) voluntary surrender of control by Declarant, or (ii) the date five (5) years following the date of the first conveyance of a Lot to an Owner other than a Declarant.

13.6 Consent to Certain Amendments. Until such time as Declarant no longer owns any Lot for initial sale, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects Declarant's rights under the Governing Documents or the Act.

SECTION 14 MISCELLANEOUS

14.1 Severability. 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 Declaration or exhibits attached hereto.

14.2 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.

14.3 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, the Association officers or the Owners 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 Section 2.2 of the By-Laws shall be effective upon receipt by the Association.

14.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Declaration, By-Laws and Rules and Regulations, the Declaration shall control, and as between the By-Laws and the Rule and Regulations, the By-Laws shall control.

14.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual.

IN WITNESS WHEREOF, the parties have signed this declaration this 26 day of April, 2006.

DECLARANT

**LEGACY DEVELOPMENT CORPORATION
OF GRAND RAPIDS, MN**

By *AS*
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 26 day of April, 2006 by Steven A. Gilbertson, President of Legacy Development Corporation of Grand Rapids, MN.

Debra L. Sagedahl
Notary Public
My commission expires:

