

City Hall: 218-692-2688
Planning & Zoning: 218-692-2689
Fax: 218-692-2687



13888 Daggett Bay Rd
Crosslake, Minnesota 56442
www.cityofcrosslake.org

CITY OF CROSSLAKE

PLANNING COMMISSION/BOARD OF ADJUSTMENT

May 27, 2022

9:00 A.M.

Crosslake City Hall
13888 Daggett Bay Rd, Crosslake MN 56442
(218) 692-2689

PUBLIC HEARING NOTICE

Applicant: Butterfield Enterprises LLC

Authorized Agent: Patrick Trottier of Stonemark Land Surveying Inc

Site Location: 33703 Antler Rd, Crosslake, MN 56442

Request:

- Subdivision of property

To:

- Subdivide parcel #14330515/14330516 involving 3.03 acres into 18 parcels

Notification: Pursuant to Minnesota Statutes Chapter 462 and the City of Crosslake Zoning Ordinance, you are hereby notified of a public hearing before the City of Crosslake Planning Commission/Board of Adjustment. Property owners have been notified according to MN State Statute 462 and has been published in the local newspaper. Please share this notice with any of your neighbors who may not have been notified by mail.

Information: Copies of the application and all maps, diagrams or documents are available at Crosslake City Hall or by contacting the Crosslake Planning & Zoning staff at 218-692-2689. Please submit your comments in writing including your name and mailing address to Crosslake City Hall or (crosslakepz@crosslake.net).



STAFF REPORT

Property Owner/Applicant: Butterfield Enterprises LLC

Parcel Number(s): 14330515/14330516

Application Submitted: April 8, 2022

Action Deadline: June 6, 2022

City 60 Day Extension Letter sent/ Deadline: N/A / N/A

Applicant Extension Received / Request: N/A / N/A

City Council Date: N/A

Authorized Agent: Patrick Trottier of Stonemark Land Surveying Inc

Request: To subdivide parcel #14330515/14330516 involving 3.03 acres into 18 parcels

Current Zoning: Limited Commercial

Adjacent Land Use/Zoning:

North – Limited Commercial

South – Limited Commercial

East – Shoreland & Rural Residential 5 (RR5)

West – Rural Residential 5 (RR5)

Development Review Team Minutes held on 3-9-2022:

- Property is located at 33703 Antler Road
- The proposed Pine Vista Circle Plat, variance for lot size, and/or CUP for storage rental & dwelling, preliminary/final plats (covenants) and/or lot consolidation (1 for each parcel if not consolidated first); talk to surveyor on the consolidation
- Discussion on pros & cons on separate parcels vs consolidation of the two parcels; if keep separate may need easement for building #1 access
- Owner met with Chip Lohmiller, Fire Chief, to discuss short term rental requirements
- Article 10 Land Use Classification List, Sec 26-281 Land Use Table requires a CUP in the Limited Commercial district for storage rental and dwelling (short term rental)
- Impervious maximum of 50% (east side of both bldgs. has class 5); proposed: Building #1=6 storage units for sale; Building #2=8 units for dwelling (10)/office/storage; Building #3=1 large storage rental; new parking to be asphalt per ordinance
- The parcel is located within a plat and/or an organization that may have restrictions, owner verifies any restrictions and clarifies that the request is approved by that organization or allowed in the plat
- Design and implement a stormwater management plan (gutters, berm & rain gardens) to update any existing plan per Article 7 & 8 and is not required to be on the survey
- A septic compliance inspection will be required and/or septic design if applicable; applicant will need to verify that the septic size meets the listed # of rental occupancies

- Wetland Delineation is a requirement for a variance or a no wetland statement/letter
- Discussion on application requirements, procedure, schedule, fee and the requirements/need for a complete application packet by 4:30 PM of the deadline date; 2-yr variance limit; notification methods (Relating handouts were included in their packet: Land Use Table, LC Size/setbacks, parking, signs, landscaping/screening)
- A Land Use Permit will be required prior to construction

Property owner was informed that before they could be placed on a public hearing agenda the following information is required:

1. A certificate of survey meeting the requirements outlined in Article 7, Sec. 26-185 for the CUP and Article 8, Sec. 26-222 for the variance of the City Land Use Ordinance and/or Chapter 44 preliminary/final plat
2. Wetland delineation or a no wetland statement/letter
3. A septic design if needed or a septic compliance inspection or winter window agreement
4. A complete Conditional Use Permit (CUP)/Variance application/preliminary plat
5. The public hearing fee of \$500.00 CUP/Variance each and preliminary/final plat costs

Parcel History:

- Pine Vista Plat established in 1999
14330515
- January 2004 – 6’ fence with three strands barbed wire between buildings & freestanding approximately 40 sq ft
14330516
- January 2000 – CUP for wholesaling/warehouse operation with retail sales
- February 2000 – CUP for outside storage in conjunction with wholesaling/warehousing operation
- March 2000 – 70’x150’ building; 56’x36’ building; 100’x50’ roofed storage per CUP 00-01 & 00-03
- April 2000 – CUP approved to operate a warehousing/wholesaling operation with retail sales
- April 2000 – CUP approved for outside storage and open, roofed storage in conjunction with the warehousing/wholesaling/retail sales operation
- August 2000 - Certificate of Installation for septic system

City Ordinance:

Land subdivision must be accomplished in a manner that contributes to an attractive, orderly, stable and wholesome community environment with adequate public services and safe streets. All land subdivisions, including plats, shall fully comply with the regulations in this chapter and as may be addressed in other chapters of this Code. (Sec. 44.1)

City Community Plan:

Encourage sustainable development, that would maintain the communities character and respects the environment including natural topography, suitable soils and avoids such areas as wetland, flood plains erodible steep slopes and bluffs; strengthen the distinction between urban growth and rural countryside and guide new development in ways that promote and enhance land use compatibility; support the infill and redevelopment of areas within the city in an effort to leverage existing infrastructure investment; identify areas and phases of development in a manner that addresses the cost of providing public services; identify and prioritize significant view-sheds and develop alternative approaches to preserve them while permitting reasonable use and development of privately owned lands (page 19)

Agencies Notified and Responses Received:

County Highway Dept: No comment received before packet cutoff date

DNR: No comment received before packet cutoff date

City Engineer: N/A

Lake Association: No comment received before packet cutoff date

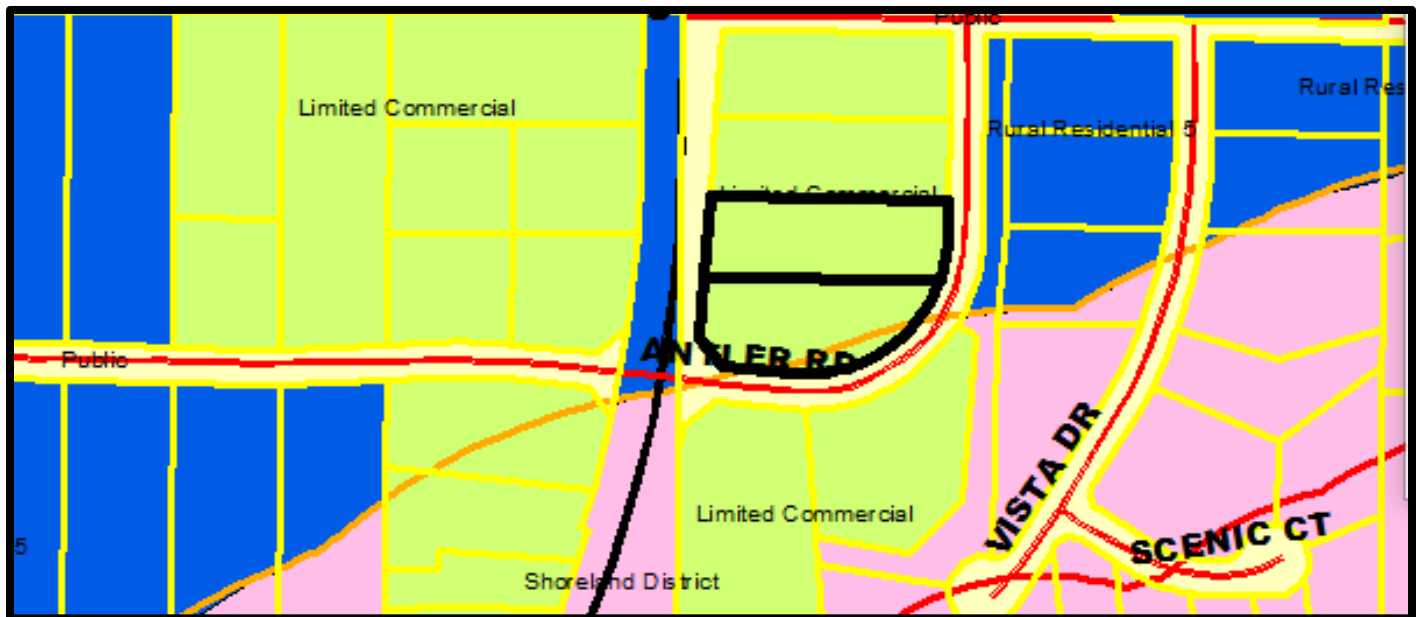
Crosslake Public Works: No comment received before packet cutoff date

Crosslake Park, Recreation & Library: N/A

Concerned Parties: No comment received before packet cutoff date

POSSIBLE MOTION:

To make a recommendation to the Crosslake City Council to approve/table/deny the subdivision of parcel #14330515/14330516 involving 3.03 acres located at 33703 Antler Rd, City of Crosslake



OWNER
Butterfield Enterprises, LLC.
P.O. Box 524
Crosslake, MN 56442

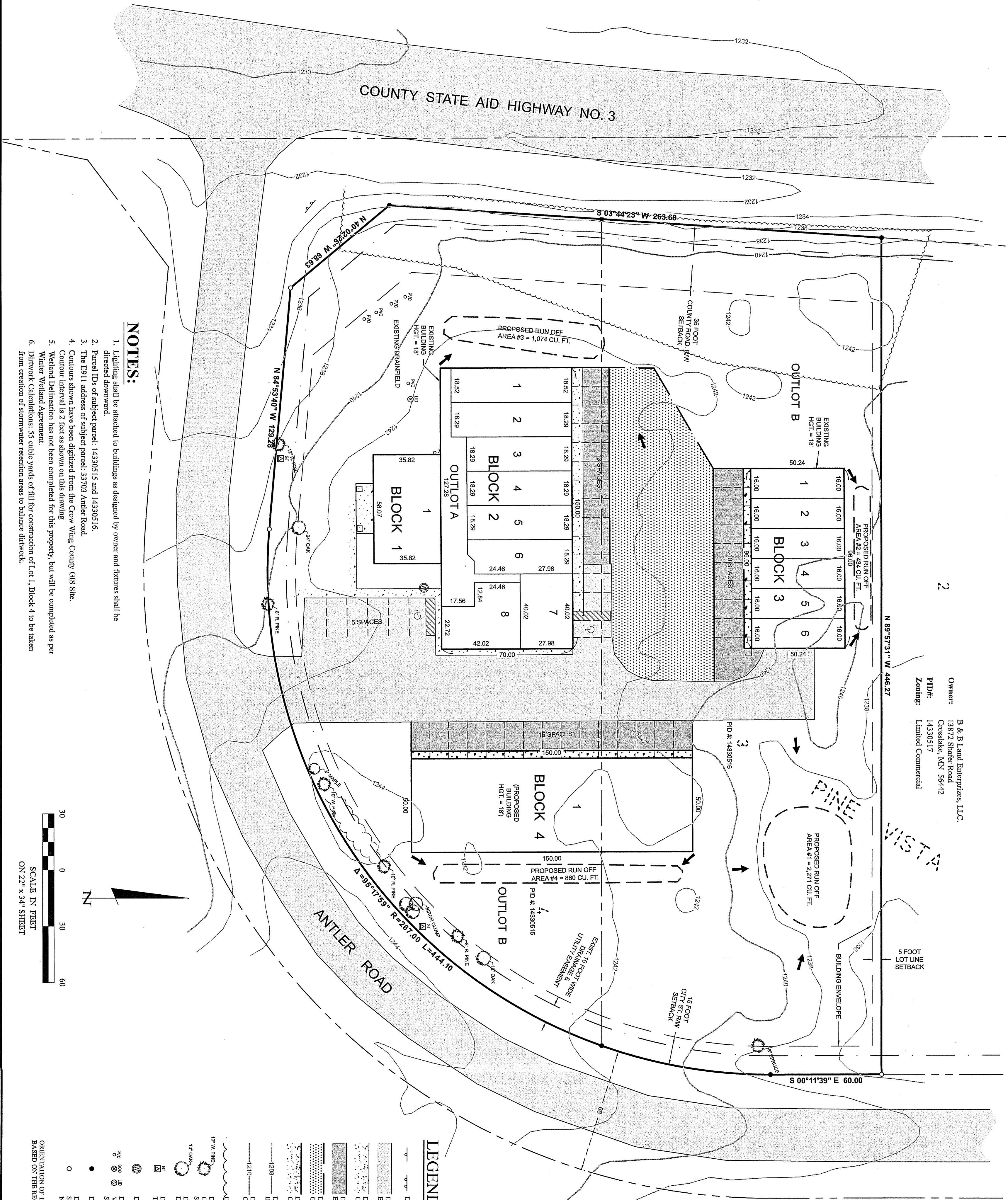
DEVELOPER
Ben Gibbs
39098 Ox Lake Circle
Crosslake, MN 56442

SURVEYOR
Stonemark Land Surveying, Inc.
P.O. Box 874
Pequot Lakes, MN 56472
ATTN: Patricia A. Trotter

ANTLER BUSINESS PARK

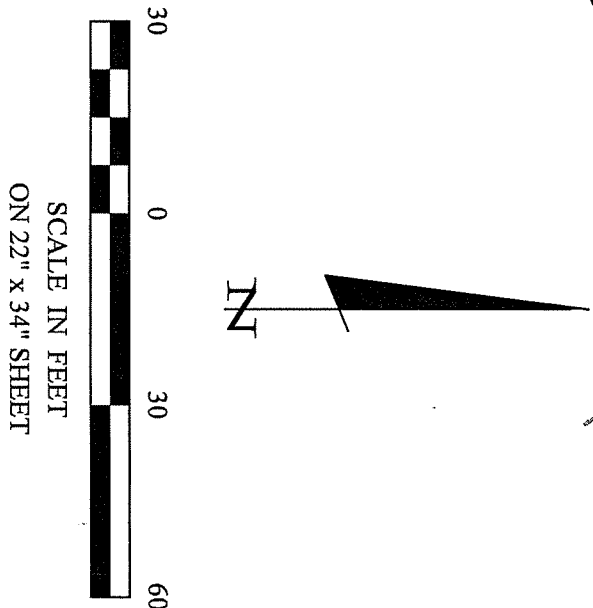
PRELIMINARY PLAT
LOTS 3 AND 4, BLOCK TWO, PINE VISTA,
SECTION 33, TOWNSHIP 137 NORTH, RANGE 27 WEST,
CROW WING COUNTY, MINNESOTA
TOTAL AREA = 131,949 SQ. FT. / 3.03 ACRES

Owner:
B & B Land Enterprises, LLC.
13872 Shaler Road
Crosslake, MN 56442
PID#:
14330517
Zoning:
Limited Commercial



NOTES:

1. Lighting shall be attached to buildings as designed by owner and fixtures shall be directed downward.
2. Parcel IDs of subject parcel: 14330515 and 14330516
3. The B911 address of subject parcel: 33703 Antler Road
4. Contours shown have been digitized from the Crow Wing County GIS Site.
5. Contour interval is 2 feet as shown on this drawing.
6. Wetland Delineation has not been completed for this property, but will be completed as per Winter Wetland Agreement.
7. Dirtwork Calculations: 55 cubic yards of fill for construction of Lot 1, Block 4 to be taken from creation of stormwater retention areas to balance dirtwork.



LEGEND

- DENOTES EXISTING STAKES
 - DENOTES EDGE OF EXISTING BRIDGEMENTS
 - DENOTES EDGE OF EXISTING CONCRETE
 - DENOTES EDGE OF PROPOSED BRIDGEMENTS
 - DENOTES EDGE OF PROPOSED GRAVEL
 - DENOTES EDGE OF PROPOSED CONCRETE
 - DENOTES EXISTING BITUMINOUS
 - DENOTES EXISTING INTERMEDIATE CONTOURS
 - DENOTES EXISTING INDEX CONTOURS
 - DENOTES EDGE OF TREELINE
 - DENOTES EXISTING CONIFEROUS TREE, TYPE & SIZE
 - DENOTES EXISTING DECIDUOUS TREE, TYPE, & SIZE
 - DENOTES EXISTING GRASS TRANSFORMER
 - DENOTES EXISTING WELL
 - DENOTES EXISTING SEPTIC TANK AND/OR SEPTIC TANK LID
 - DENOTES MONUMENT FOUND
 - DENOTES IRON MONUMENT SET MARKED BY LICENSE No. 41002
- OBSERVATION OF THIS BEARING SYSTEM IS BASED ON THE RECORDED PLAT OF PINE VISTA.

LEGAL DESCRIPTION
Lots Three (3) & Four (4), Block Two (2), Pine Vista.

ZONING
Current zoning is Limited Commercial.

PROPOSED UTILIZATION OF LOTS

The plat will consist of 16 lots and two outlots. Lot 1, Block 1 will consist of living space and will be used as short-term VRBO rental. Lots 7 and 8, Block 1 will include office space and/or storage space. Lots 1-6, Block 2 consist of storage units only. Outlot A includes common bathroom and mechanical rooms for use by all lots in plat. Lots 1-6, Block 3 consist of storage units only. Lot 1, Block 4 will be used for short term storage space rentals. Outlot B consists of all other land in plat and will be commonly owned by lot owners for uses included but not limited to driveway, parking, vegetation and stormwater retention areas and other improvements.

UTILITIES

Lot 1, Block 1 is serviced by private well and septic system. Outlot A will include a common bathroom for use by other units on property and is also connected to same well and septic system. Units in Blocks 3 and 4 will not be serviced by water and/or septic system.

EROSION CONTROL PLAN

1. All ground disturbed by construction is to be stabilized as soon as possible using seed and mulch turf establishment.
2. Maintain vegetation along property lines and areas undisturbed by construction.
3. No filling or disturbing wet land areas (if any).
4. Slope fences shall be placed at edge of wet lands (if any) during construction.

IMPERVIOUS CALCULATIONS

Existing = 23.9%

Proposed = 40.9%

STORMWATER CALCULATIONS

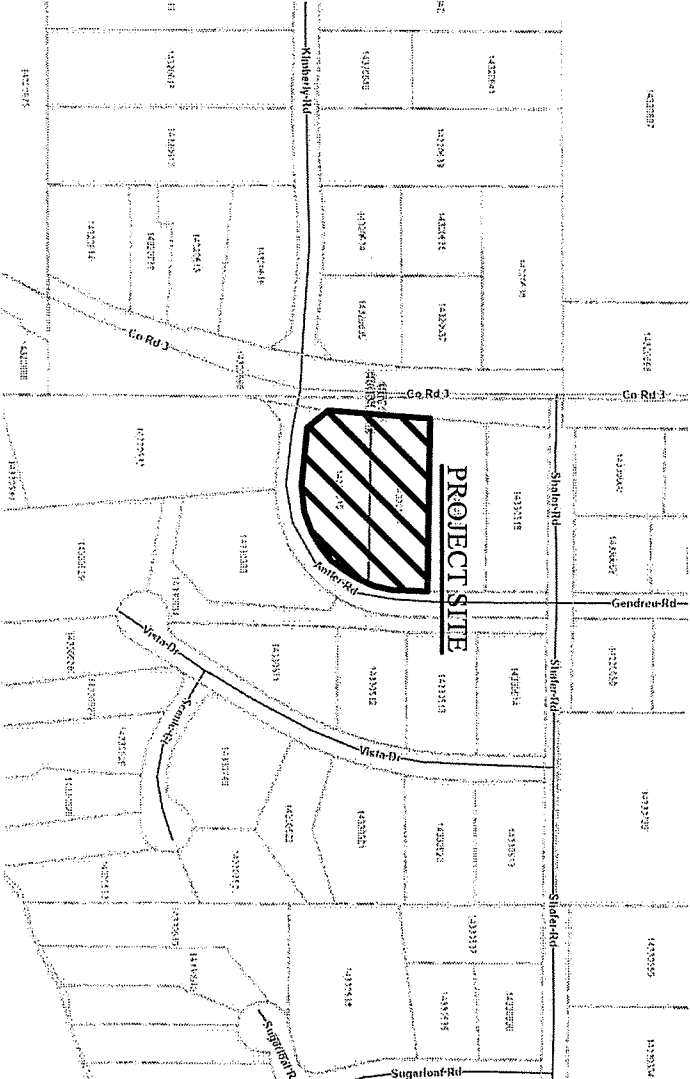
Total Impervious Surface Area = 53,983 sq. ft. x 0.0833 ft. = 4,497 cu. ft.
Proposed Run Off Areas 1-4 = 4,639 cu. ft.

PARKING CALCULATIONS

Parking as shown is for computational purposes only and will not necessarily be striped on pavement as shown. Using standard sizing, 43 standard and 2 handicap parking spaces can be utilized on site as shown.

AREA TABLE

LOT 1	BLOCK 1	2,080 SQ. FT. / 0.05 ACRES
LOT 1	BLOCK 2	1,190 SQ. FT. / 0.03 ACRES
LOT 2	BLOCK 2	1,175 SQ. FT. / 0.03 ACRES
LOT 3	BLOCK 2	1,023 SQ. FT. / 0.02 ACRES
LOT 4	BLOCK 2	1,023 SQ. FT. / 0.02 ACRES
LOT 5	BLOCK 2	1,023 SQ. FT. / 0.02 ACRES
LOT 6	BLOCK 2	993 SQ. FT. / 0.02 ACRES
LOT 7	BLOCK 2	1,120 SQ. FT. / 0.03 ACRES
LOT 8	BLOCK 2	1,289 SQ. FT. / 0.03 ACRES
LOT 1	BLOCK 3	804 SQ. FT. / 0.02 ACRES
LOT 2	BLOCK 3	804 SQ. FT. / 0.02 ACRES
LOT 3	BLOCK 3	804 SQ. FT. / 0.02 ACRES
LOT 4	BLOCK 3	804 SQ. FT. / 0.02 ACRES
LOT 5	BLOCK 3	804 SQ. FT. / 0.02 ACRES
LOT 6	BLOCK 3	804 SQ. FT. / 0.02 ACRES
LOT 1	BLOCK 4	7,500 SQ. FT. / 0.17 ACRES
LOT 1	BLOCK 4	1,885 SQ. FT. / 0.04 ACRES
OUTLOT A		107,044 SQ. FT. / 2.45 ACRES
OUTLOT B		



VICINITY MAP

NOT TO SCALE

DATE	REVISIONS DESCRIPTION	BY

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

Patricia A. Trotter
PATRICIA A. TROTTER PLS#41002
DATE: 4-08-2022 LIC. NO. 41002



30206 Rasmussen Road
Suite 1
P.O. Box 874
Pequot Lakes, MN 56472
218-568-4940
www.stonemarksurvey.com

PROJECT MANAGER:	PAT	PROJECT No.:	22001	DATE:	4-8-2022
CHECKED:	PAT	FILE NAME:	PL22001.dwg	SCALE:	HORZ. 1"=30'
DRAWN BY:	PAT/RJF	FIELD BOOK:		VERT.:	NONE
		BOOK		PG.	

ANTLER BUSINESS PARK
PRELIMINARY PLAT
Ben Gibbs
39098 Ox Lake Circle
Crosslake, MN 56442

SHEET
1 OF 1

PLAT ADDITION

PINE VISTA

SHAFER ROAD

SHAFER ROAD

NORTH LINE OF GOVT. LOT 4

SHAFER ROAD

KNOW ALL MEN BY THESE PRESENTS: That Vargen-Anderson, Inc., a Minnesota Corporation, fee owner and proprietor, of the following described property situated in the County of Crow Wing, State of Minnesota, to-wit:

Government Lot 4, Section 33, Township 137 North, Range 27 West, Crow Wing County, Minnesota.

Subject to easements, restrictions, and reservations of record.

Also subject to mineral reservations of record, if any.

Have caused the same to be surveyed and platted as PINE VISTA, and do hereby dedicate to the public for public use forever, the thoroughfares as shown on the plat, and also dedicating the easements as noted on the plat for the purposes specified.

In witness whereof said Vargen-Anderson, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer this 30th day of December 1999.

VARGEN-ANDERSON, INC.

David J. Figt, President
STATE OF MINNESOTA
COUNTY OF CROW WING

The foregoing instrument was acknowledged before me this 31 day of December 1999, by David J. Figt, President of Vargen-Anderson, Inc., a Minnesota Corporation, on behalf of the Corporation.

Notary Public, Crow Wing County, Minnesota
My commission expires Jan 31, 2003

I hereby certify that I have surveyed and platted the property described on this plat as PINE VISTA, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat, and that there are no wet lands as defined in MS 505.02, Subd. 1, or public highways to be designated other than as shown.

David S. Landecker, Land Surveyor
Minnesota License Number 17008

STATE OF MINNESOTA
COUNTY OF CROW WING

The foregoing Surveyor's Certificate was acknowledged before me this 14 day of December 1999 by David S. Landecker, Minnesota License Number 17008.

Notary Public, Crow Wing County, Minnesota
My commission expires Jan 31, 2003

I, Roy Lundkron, Auditor of Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the years prior to 1999.

Roy A. Lundkron, Auditor by Sandra J. Mayhew, Deputy Auditor

I, Lauren Borden, Treasurer for Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the year 1999.

Lauren E. Borden, Treasurer by Jeffery J. Avery

This plat of PINE VISTA was approved by the City Council for the City of Crosslake, Minnesota, on this 17th day of December 1999.

Darrell E. Swenson, Mayor

Thomas N. Swenson, City Administrator



LINE TABLE CURVE TABLE

NUMBER	DIRECTION	DISTANCE	NUMBER R=	L=	Δ=
L1	N 31°35'09" E	146.28	C1	33.00	40.62
L2	N 31°35'09" E	135.32	C2	66.00	288.59
L3	N 31°35'09" E	10.96	C3	66.00	22.11
L4	S 56°24'51" E	104.35	C4	66.00	65.24
L5	S 56°24'51" E	78.31	C5	66.00	113.78
L6	S 56°24'51" E	26.04	C6	66.00	67.46
L7	N 89°34'19" E	110.10	C7	33.00	51.84
L8	N 89°34'19" E	72.57	C8	308.00	172.00
L9	N 89°34'19" E	16.76	C9	308.00	125.92
L10	S 89°34'19" W	104.35	C10	66.00	288.58
L11	S 89°34'19" W	66.00	C11	66.00	72.74
L12	S 89°34'19" W	66.00	C12	66.00	57.05
L13	S 89°34'19" W	66.00	C13	66.00	158.29
L14	N 00°24'38" E	66.00	C14	33.00	40.62
L15	N 70°56'20" W	66.00	C15	33.00	40.62
L16	N 70°56'20" W	66.00	C16	33.00	40.62
L17	N 70°56'20" W	66.00	C17	33.00	40.62

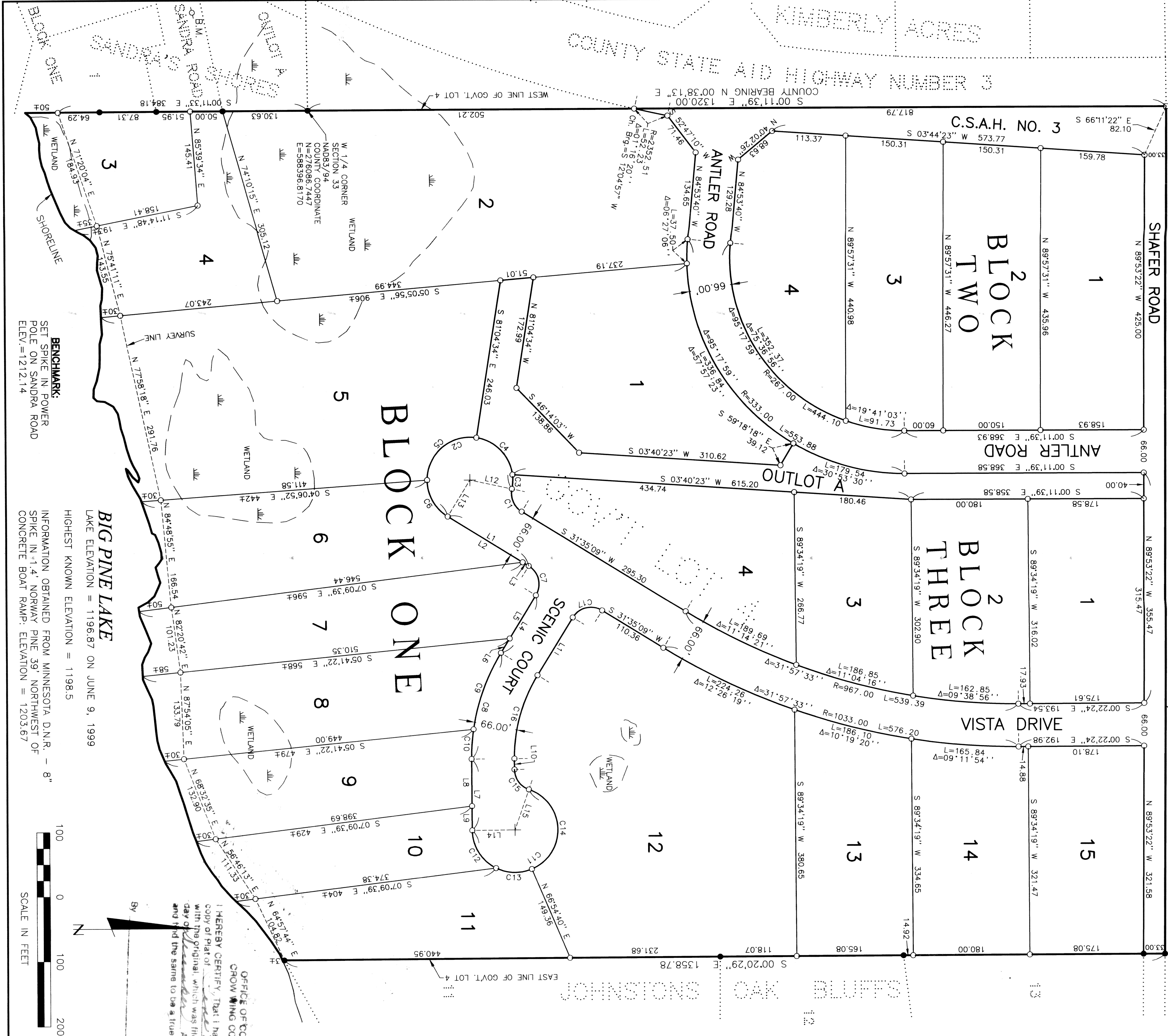
Office of County Recorder
County of Crow Wing, MN
I hereby certify that the within instrument was filed in this public record on the 31 day of December 1999 and was duly recorded as Doc. No. 1561415.

• DENOTES MONUMENT FOUND
○ DENOTES IRON MONUMENT SET
MARKED BY LICENSE NO. 17008

UTILITY & DRAINAGE EASEMENT

NOTE: OUTLOT A AND ALL LOTS ARE AFFECTED BY A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT WHICH ADJOINS ALL RIGHT OF WAYS.

PREPARED BY:
LANDECKER & ASSOCIATES INC.
P.O. BOX 120, PEQUOT LAKES, MN. 56472

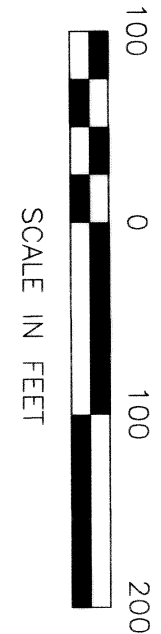


BIG PINE LAKE

LAKE ELEVATION = 1196.87 ON JUNE 9, 1999

HIGHEST KNOWN ELEVATION = 1198.5

BENCHMARK:
SET SPIKE IN POWER POLE ON SANDRA ROAD
ELEV.=1212.14





ANTLER BUSINESS PARK ASSOCIATION

**WRITTEN ACTION IN LIEU OF ORGANIZATIONAL MEETING
OF BOARD OF DIRECTORS**

_____, 2022

Upon notice duly given, the undersigned, acting as the Directors of the initial Board of Directors of Antler Business Park Association, a Minnesota non-profit corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written action without a meeting (this "Written Action") pursuant to Section 317A.171 of the Minnesota Nonprofit Corporation Act, which shall be effective upon the commencement of the corporation's existence:

Officers are elected to hold office until their successors are elected and qualified as follows:

President	Bennett Gibbs
Secretary	Jill Gibbs
Treasurer	Jill Gibbs

The secretary is directed to file in the minute book of the corporation the original of the Articles of Incorporation of Antler Business Park Association as filed in the office of the Secretary of State of Minnesota on _____, 2022, together with the Certificate of Incorporation issued by the Secretary of State under such date.

Each of the following resolutions is adopted:

RESOLVED, that all actions taken by the incorporators in organizing Antler Business Park Association be and the same are approved and the Treasurer is authorized and directed to pay all expenses of organizing and incorporating the corporation.

RESOLVED, that the form of By-Laws as prepared by counsel and as presented and reviewed by the directors be and the same are adopted and shall constitute the By-Laws of Antler Business Park Association and by this reference said By-Laws are incorporated in and made a part of these minutes of action and a certified copy of such By-Laws as adopted shall be certified by the secretary and included in the corporation's minute book.

RESOLVED, that a checking account be opened by Antler Business Park Association at the _____, _____, Minnesota and as a depository of this corporation, said bank is authorized to accept at any time for the credit of this corporation deposits by whomsoever made of money and negotiable instruments in whatever form and howsoever endorsed on behalf of this corporation.

RESOLVED FURTHER, that for the purpose of withdrawal of the corporation's funds from said account, the bank is authorized and directed to pay or otherwise honor all checks and other orders for the payment of money drawn on such account of this corporation (including checks drawn to cash or to the individual order of one of the persons whose name appears thereon as signer) when signed by any one of:

<u>Title</u>	<u>Name</u>
President	Bennett Gibbs
Treasurer	Jill Gibbs

RESOLVED FURTHER, that the secretary be and hereby is authorized to certify to said bank a copy of these resolutions and to furnish specimens of the signatures of said officer and in the event the name of the aforesaid officer is not set forth above, to certify to said bank from time to time the name of such officer.

RESOLVED FURTHER, that the foregoing resolutions shall continue in effect until notice of a resolution to the contrary is received by said bank.

It is intended that the foregoing actions taken by the directors hereinabove authorized and set forth shall be and become the actions of the directors upon their consent as of the above date. Such consent is evidenced by their signatures below to these minutes of action.

Bennett Gibbs

Jill Gibbs

Tom Maschhoff

(Above Space Reserved for Recording Data)

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS**

ANTLER BUSINESS PARK

This Declaration is made in the County of Crow Wing, State of Minnesota, on this ____ day of _____, 2022, by Butterfield Enterprises, LLC (collectively, the “Declarant”), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act, hereinafter referred to as the “Act”, for the purposes of creating “Antler Business Park”, a planned condominium commercial community.

WHEREAS, Declarant is the Owner of certain real property located in Crow Wing County, Minnesota, legally described in Exhibit A-1 attached hereto, and Declarant desires to submit said real property and all improvements thereon (collectively the “Property”) to the Act and;

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

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

THEREFORE, Declarant makes the Declaration and submits the Property to the Act as a planned community under the name “Antler Business Park”, consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which shall be binding upon all

Persons owning or acquiring any right, title or interest herein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

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

1.2 “Association” shall mean Antler Business Park Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B.3-101, whose members consist of all Owners as defined herein.

1.3 “Architectural Review Committee” or “ARC” shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.4 “Board” shall mean the Board of Directors of the Association as provided for in the By-Laws.

1.5 “Building” shall mean a part of a building consisting of one or more floors, designed and intended for occupancy by a commercial establishment, and located within the boundaries of a Unit.

1.6 “By-Laws” shall mean the By-Laws governing the operation of the Association, as amended from time to time.

1.7 “Commercial Unit” shall mean any platted lot subject to this Declaration upon which a Building is located or intended to be located, as shown on the Plat, including all improvements thereon, but excluding the Common Elements.

1.8 “Common Elements” shall mean all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Elements are legally described in Exhibit B attached hereto.

1.9 “Common Expenses” shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation allocation to reserve those items specifically identified as Common Expenses in the Declaration or By-Laws.

1.10 “Declarant” shall mean and refer to Butterfield Enterprises, LLC, their successors and assigns, as well as to any person, who, under the terms of this Declaration or by law, succeeds to any Special Declarant Rights. “Declarant” shall also mean and include an

"Affiliate of a Declarant" as the term is used in the Act.

1.11 "Development" shall mean and refer to the Property and all improvements located or constructed thereon.

1.12 "Eligible Mortgagee" shall mean any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.13 "Governing Documents" shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.14 "Improvements" shall mean and refer to all structures of any kind, including but not limited to any building, wall, fence, sign, paving, grading, screen enclosure or screening of any type, sewer, drain, driveway, sidewalk, decorative building, planting, landscaping, landscaping device or object or any or all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.15 "Limited Common Elements" shall mean all parts of the Common Elements that are reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated from the Property except the Units.

1.16 "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as, or used as, a site for a Building.

1.17 "Management Agent" shall mean the person, persons, or service company, if any, hired or appointed by the Association to manage the Property from time to time.

1.18 "Member" shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and Member" may be used interchangeably in the Governing Documents.

1.19 "Occupant" shall mean any person or persons, including, without limitation, any owner, or any guest, invitee or tenant occupying or otherwise using a Unit within the Development.

1.20 "Owner" shall mean a person who owns a Unit, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B.1-103(29) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.

1.21 “Party Wall” shall mean the shared wall between two Buildings.

1.22 “Person” shall mean a natural individual, corporation, Limited Liability Company, partnership, trustee, or other legal entity capable of holding title to real property or having legal identity before a Minnesota Court of Law.

1.23 “Plat” shall mean the recorded plan depicting the Property pursuant to the requirements of Section 515B.2-110(d) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, including any amended Plat recorded from time to time in accordance with the Act.

1.24 “Property” shall mean all of the real property submitted to this Declaration, including the Buildings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A-1 attached hereto.

1.25 “Rules and Regulations” shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6

1.26 “Unit” shall mean any Commercial Unit.

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

SECTION 2 DESCRIPTION OF UNITS AND APPURTENANCES

2.1 Units. This Common Interest Community consists of 14 commercial Units. Lot 1, Block 1 shall be for residential (VRBO) use. The Unit identifiers and locations of the Units are as shown on the Antler Business Park Plat, incorporated herein by reference, and a schedule of Units is set forth on Exhibit A-1. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

2.2 Unit Boundaries. The unit boundaries shall be the walls, floors, and ceilings of each Unit. The boundaries shall be and the Unit shall include the interior, unfinished surfaces of the perimeter walls, floors, and ceilings of the unit; the perimeter doors and windows, and their frames; and, the HVAC systems including in-floor heat and electrical panels. All paneling, tiles, wallpaper, paint, floor covering and any other finishing materials applied to the interior surfaces of the perimeter walls, floors, or ceilings, are part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements as described in further detail in 515B.2-102(b) of the Act.

2.3 Access Easements. Each Unit shall be the beneficiary of an appurtenant easement for access to a public street or highway on or across the Common Elements as shown on

the Plat, subject to any restriction set forth in the Declaration.

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

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

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

2.7 Declarant's Easements. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 15.5.

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

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

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

2.11 Parking. The Association shall maintain, upon the common Elements, vehicle parking spaces conveniently located for the use of the Owners, the Owners' customers, invitees, and guests. There shall be no parking allowed in front of the doors of the warehouse Units, except by the Owner of the particular Unit. Any vehicle, snowmobile, watercraft or trailer not in regular use shall not be kept on the Property. The Association may establish handicapped parking and specific parking areas for overflow parking and may from time to time establish additional rules and regulations concerning the use of these parking spaces and may cause to be towed, from the Common Elements, improperly parked vehicles or personal property, at the owner's expense.

2.12 Personal Property for Common Use. The Association may acquire and hold for the use of all the Members tangible and intangible personal property and may dispose of

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

2.13 Water Supply. A central water system or systems with common wells will serve each lot and said water supply system shall be owned, maintained and operated by the Association. All costs to maintain the system shall be a Common Expense. The water service pipe from the common water main to any Building shall be owned and maintained by the Owner of the respective Unit, subject to reasonable regulations by the Association.

2.14 Septic Systems. A septic system or systems shall be maintained according to City, County and State standards to serve all Units on the property. All costs to maintain the system shall be a Common Expense. The Association shall maintain the septic systems, with all costs assessed pursuant to Section 6. The service line from the Unit to the common sewer line shall be maintained by the Owner of the respective Unit.

SECTION 3 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

3.1.1 All of the property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property described in Exhibit B; designated as Common Elements on the Plat or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

3.1.2 The Common Elements shall be subject to appurtenant easements for services, public and private utilities, access, use and enjoyment in favor of each Unit and its Owners and Occupants, and their guests; subject to (I) the rights of Owners and Occupants in Limited Common Elements appurtenant to their Units and (ii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

3.1.3 Subject to Sections 5, 6, and 9, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.

3.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

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

3.2.1 Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

3.2.2 Improvements such as decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

SECTION 4 ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

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

4.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units; except that special allocations of Common Expenses shall be permitted as provided in Section 6.1. Each Unit is allocated one (1)

vote in the Association.

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

4.4 Authority to Vote. The Owner, or some other natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the By-Laws.

SECTION 5 ADMINISTRATION

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

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

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

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

5.4 By-Laws. The Association shall have By-Laws. The By-Laws and any

amendments thereto shall govern the operation and administration of the Association.

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

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules 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 or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this section. New or amended Rules and Regulations shall be effective only after reasonable notice has been given to the Owners.

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

SECTION 6 ASSESSMENTS FOR COMMON EXPENSES

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

6.1.1 Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit.

6.1.2 Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit, as appropriate.

6.1.3 The Costs of insurance may be assessed in proportion to value, risk or coverage.

6.1.4 The costs of utilities may be assessed in proportion to usage.

6.1.5 Reasonable attorney's fees and other costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.1.6 Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.

6.1.7 Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.1.8 If any damage to the Common Elements or another Unit 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 Unit to the extent not covered by insurance.

6.1.9 If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.

6.1.10 If Common Expense liabilities are reallocated for any purpose authorized by the Act, common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

6.1.11 Assessments under Subsections 6.1.1-10 shall not be considered special assessments as described in Section 6.3.

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

6.2.1 Until a Common Expense assessment is levied, Declarant shall pay all accrued expenses of the common interest community.

6.2.2 After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board, subject to Section 6.2.3.

6.2.3 Until the termination of the period of Declarant Control described in Section 15.7, the increase in the annual assessment for any year shall not exceed the greater of 5% of the total annual assessment for the Association's previous fiscal year, unless such increase is approved by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.

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

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

6.5 Liability of Owners for Assessment. The obligations of an Owner to pay assessments shall commence at the later of (i) the recording of the Declaration or amendment thereto which creates the Owner's Unit, or (ii) the time at which the Owner acquires title to the Unit, subject to the alternative assessment program described in Section 6.6. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 14, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

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

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

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

SECTION 7 RESTRICTIONS ON USE OF PROPERTY

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

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden

and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Subdivision Prohibited. Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all secured parties holding first mortgages on the Units, and compliance with the City's Ordinances and approvals.

7.3 Use. The Units shall be used by Owners, Occupants, and their guests exclusively for commercial purposes and for other business, professional, personal or business storage, or other commercial purposes. (Unit 1, Block 1 VRBO residential). No changes in the use of the Property shall be made without prior receipt of all appropriate governmental approvals.

7.4 Rental. Rental of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that all leases shall be in writing, and (ii) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the rental of Units, consistent with this section.

7.5 Storage. Except as specifically authorized by the Board of the Association, outside storage of any items, including, but without limitation, vehicles, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed. No watercraft, inoperable automobiles, snowmobiles, fish houses, trailers, camping vehicles, recreational vehicles, tractor/trailers, buses, or trucks in excess of 1500 pounds gross weight, shall at any time be stored outside any Unit or the Common Areas. No exterior LP gas storage tanks shall be permitted on the property.

7.6 Trash and Refuse Trash and refuse shall be regularly collected and shall be kept in centralized areas designated by the Association and then only in covered containers as stipulated by the Association. The cost to maintain and provide pick-up service from the designated areas may be a Common Expense. If allowed, trash and refuse containers kept at the Unit shall not be kept on the public right-of-way. The cost to maintain and provide pick-up from individual Unit shall be the responsibility of the Unit Owner or Occupant.

7.7 Animals. The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. Nothing herein shall prevent the Association from establishing the prohibition of keeping any or all animals on the Property except those used to aid those persons with handicaps.

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

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

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

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

SECTION 8 ARCHITECTURAL CONTROL

8.1 Architectural Control Committee.

8.1.1

There is hereby created the Antler Business Park Architectural Control Committee ("Committee") which shall initially be composed of the following:

Bennett L. Gibbs and Jill B. Gibbs

In addition to said initial members, the Declarant shall have the right to appoint additional members of the Committee; provided, however, that the total number of members of the Committee shall not exceed five (including the Chairman). Declarant shall also have sole discretion to allocate differing degrees of voting power upon matters decided by the Committee to any members designated by Declarant.

8.1.2

The Committee shall appoint one member of the Committee to be its Chairman. The Chairman shall call meetings of the Committee, from time to time at said Chairman's discretion. During periods in which the Committee consists of only one individual, all acts of the Committee shall be determined, and memorialized, by that individual. During periods in which the Committee consists of two or more individuals, a quorum of the Committee shall consist of and the Committee may act upon the vote or written consent of any two of its members that, collectively, can exercise a majority of the voting power of all of the members. The chairman of the Committee is authorized to execute certificates of approval, notices of disapproval, and similar instruments effectuating or memorializing decisions of the Committee.

8.1.3

In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor or successors, except that the Declarant shall have the sole right to designate a successor or successors to any member that had been designated by Declarant. Neither the members of the Committee nor any of its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. Notwithstanding the foregoing, at any time after, and subject to the condition that, all of the Units affected by this Declaration have been sold by the Declarant or its successors and assigns, to Unit Owners, and at such time as Declarant no longer owns or holds any right, title, lien or interest, whether legal or equitable, in any Unit, then the Association shall have the power to change the membership of the Committee and the allocation of voting power among and between such members or modify its powers and duties. Such action shall be effective only when evidenced by an instrument which has been executed by Unit Owners of a majority of the Units (with one vote for each Unit), and recorded in the office of the County Recorder, Crow Wing County, Minnesota.

8.1.4

No building, fence, wall, antenna, exterior material or other improvement shall be erected, placed or altered on any Unit until the plans and specifications, including exterior materials and exterior colors, and a plan showing the proposed construction, along with the name of the builder or contractor who will actually perform the work, have been approved as provided in subparagraph (8.1.6). The following is a non-exclusive list of items that may be considered by the Committee in reviewing all such plans, specifications and documentation:

8.1.4.1

Reputation and experience of builder or contractor;

8.1.4.2

Quality and type of workmanship and materials;

8.1.4.3

Nature of external design and colors and harmony with any existing structures; and

8.1.4.4

Location with respect to topography and finish-grade elevation.

8.1.5

Plans, specifications, and all documentation shall be mailed to:

Bennett L. Gibbs and Jill B. Gibbs

and shall be deemed to have been received by the Committee upon personal delivery or three (3) days after the same is deposited in United States mail with postage paid, properly addressed to the Committee. All exterior elevations, materials and colors, including the manufacturer, type and color of all shingles, shall be specified in such plans, specifications, and documentation and the name and address of the party to whom approval or disapproval is to be mailed shall also be included. Approval or disapproval will be effective on the date of postmark when mailed by first class, mail, postage prepaid, and addressed to the named party.

8.1.6

The Committee's determinations concerning such plans, specifications and documentation shall be conclusive and shall be reached in the Committee's sole discretion. If the Committee disapproves of the builder or contractor, the plans and specifications or any other aspect of the documentation submitted to it, it shall state in writing the reason for such disapproval and, in

the case of the plans and specifications, the deficiencies which must be cured to obtain approval. In the event the Committee fails to approve the plans and specifications and site plans or does not specify in writing the deficiency of said plans and specifications, within thirty (30) days after the entirety of same have been submitted to it, the plans and specifications shall be deemed to have been approved.

8.2 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 Unit Owner causing or permitting the violation all attorney's fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Unit Owner's Unit and a personal obligation of the Unit Owner. In addition, the Association shall have the right to enter the Unit Owner's Unit and to restore any part of the Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Unit Owner and a lien against the Unit Owner's Unit.

SECTION 9 MAINTENANCE

9.1 Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common and Limited Elements. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for lawn, shrub and tree maintenance, landscape services on all Units as determined by the Association, and (ii) provide for snow removal, not provided by the City, on all sidewalks, driving and parking surfaces. Sidewalk maintenance shall be, as determined by the Association, a Common Expense. The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred to in this section; unless otherwise approved under Section 9.2, the Association shall have easements as described in Section 13 to perform its obligations under this Section 9.

9.2 Optional Maintenance by Association. In addition to the maintenance described in this section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Units of Buildings, or maintenance of water and septic systems within the Units.

9.3 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Buildings and Units shall be the sole responsibility and expense of the Owners thereof. The

Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

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

SECTION 10 PARTY WALLS

10.1 General Rules of Law to Apply. Each wall built as part of the original construction and located on the boundary line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.2 Repair and Maintenance. The Owners of the Units which share the party wall shall be responsible for the maintenance repair and replacement of the party wall in equal shares; provided (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for their respective shares of the cost to the extent not covered by insurance.

10.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may, only with the written consent of the Association and the other Owner, restore it. The other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners, and the Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty and notice to the Association made concurrently.

10.4 Weatherproofing. Notwithstanding any other provision of this section, any Owner

who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

10.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the Unit and shall pass to such Owner's assigns and successors in title.

10.6 Arbitration. In the event of any disputes arising concerning a party wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the written demand of the Association or any Owner whose Building shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorney fees or other costs to prove its case.

SECTION 11 INSURANCE AND CONDEMNATION

11.1 Insurance.

11.1.1 The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Elements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

11.1.2 The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Elements and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverage as is determined to be necessary by the Board of Directors.

11.1.3 The Board or its duly authorized agents shall have the authority to and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable laws; and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including, without limitation, directors' and officers' errors and omissions insurance or fidelity bonds.

11.1.4 All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Elements having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

11.1.4.1 All policies shall be written with a company licensed to do business in the State of Minnesota and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or if not available, its equivalent rating or the best rating possible.

11.1.4.2 All property insurance policies shall be for the benefit of the owners and their Mortgagees as their interests may appear.

11.1.4.3 All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days, prior written notice of such cancellation to the Association and to any mortgagee to which a mortgagee endorsement has been issued.

11.1.4.4 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual owners or their mortgagees.

11.1.4.5 All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.

11.1.4.6 All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to

cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

11.1.4.7 All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual owner and shall also name the Declarant as an additional insured, for so long as Declarant owns any Lot in the Property.

11.1.5 It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Building. The Board of Directors shall require all Owners to carry public liability and property damage insurance with respect to their respective Lots and Buildings and to furnish copies or certificates thereof to the Association.

11.2 Damage or Destruction to Common Elements. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 11, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Elements, Declarant, during the period of Declarant control of the Association pursuant to Section 15.6 herein, together with at least seventy-five percent (75%) of the total vote of the Members of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special assessment shall be levied against the Owners equally in the same manner as General Assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Elements

damaged or destroyed by fire or other casualty shall be cleared and the Common Elements left in a clean, orderly, safe, and sightly condition.

11.3 Damage or Destruction to Units or Buildings. In the event of damage or destruction by fire or other casualty to any Lots or Buildings, and in the further event that the Owner of such Lot or Building responsible for the repair and replacement of such Lot or Building, as the case may be, elects not to repair or rebuild the damaged or destroyed Lot or Building, such Owner making such elections shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Building in an orderly, safe, and sightly condition. Should such owner elect to repair or rebuild such Lot or Building, or other improvements, such Owner shall repair or rebuild such Lot, Building, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

11.4 Condemnation of Common Elements. Whenever all or any part of the Common Elements of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Members of the Association, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

11.4.1 If the taking or sale in lieu thereof involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, during any period of Declarant control of the Association pursuant to Section 15.6 herein, together with at least seventy-five percent (75%) of the total Members of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining land included in the Common Elements which is available therefore, in accordance with the plans approved by the Board of Directors, the A.R.C., and by Declarant, for so long as Declarant has not turned over control of the Association pursuant to Section 15.6 herein. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as general assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

11.4.2 If the taking or sale in lieu thereof does not involve any improvements to the Common Elements, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

11.4.3 If the taking or sale in lieu thereof includes all or any part of a Lot or Building and also includes any part of the Common Elements, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot or Building taken for their interest in such Lot or Building; provided, however, such apportionment may instead be resolved by the agreement by and among: (i) the Board of Directors; (ii) the Owners of all Lots or Buildings, wholly or partially taken or sold, together with the mortgagees for each such Lot or Building; and (iii) Declarant, if such taking occurs during any period of Declarant control of the Association pursuant to Section 15.6 hereof.

SECTION 12 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Section 18.9.

12.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act govern; provided that the notice shall be given pursuant to Section 18.9 Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

12.3 Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Section 18.9.

SECTION 13 EASEMENTS

13.1 Easement for Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air

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

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

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

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

SECTION 14 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and 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, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in this section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

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

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

14.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

14.2.2 Impose late charges of up to 15% of each late payment of an assessment or installment thereof.

14.2.3 In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rule and Regulations of the Association.

14.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that this limitation shall not apply to Limited Common Elements or deck, balcony or patio easements, appurtenant to the Unit, and those portions of the common Elements providing utility services and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.

14.2.6 Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner

or Occupant, or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners of Occupants, or their guests, or the safety or soundness of any Building or other part of the Property or the property of the Owners, Occupants and or their guests, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be alerted or demolished only pursuant to a court order or with the agreement of the Owner.

14.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of mortgages by action or under a power of sale as allowed by law.

14.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 14.2.4, .5 or .6, the Board shall, upon written request of the Offender, grant to the offender a fair and equitable hearing as contemplated by the Act. The Offender shall be given notice of the nature of the violation and the right to a hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least 10 days prior written notice to the offender. If the offending Owner fails to appear at the hearing then the right to a hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

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

14.5 Costs of Proceeding and Attorney's 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 Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with

such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorney's fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association.

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

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

SECTION 15 SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103(31) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

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

Note Block 4 is not yet constructed. If Declarant constructs, at its sole expense, an amendment to this Declaration would be completed to confirm the number of total Units and Owners.

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

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

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

15.5 Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the COMMON ELEMENTS FOR THE PURPOSE OF EXERCISING ITS SPECIAL DECLARANT RIGHTS.

15.6 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, Declarant hereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103(31) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated until the earliest of: (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75% of the total number of Units authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than a Declarant shall have the right to nominate and elect not less than 33-1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Property.

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

SECTION 16 RIGHTS TO RELOCATE UNIT BOUNDARIES AND ALTER UNITS

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

16.1.1 Relocation of Boundaries. Upon receipt of all appropriate governmental approvals, the boundaries between adjoining Units may be relocated in accordance with Section 515B.2-114 of the Act and this section.

16.1.2 Subdivision or Conversion. Additional Units may be created by the subdivision or conversion of a Unit into two or more Units, nor into other Units, Common Elements or Limited Common Elements.

16.1.3 Requirements. The alteration, relocation or boundaries or other modifications of Units or the Buildings or other structures located therein (collectively referred to herein as "alteration" or "alterations") pursuant to this Section, Section 8 may be accomplished only in accordance with the following conditions:

16.1.3.1 No Unit may be altered if, thereafter, the Building located therein, or any other Building 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.

16.1.3.2 No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weather-tight integrity or any portion of any building or other structure.

16.1.3.3 The prior written consent of the Association shall be required for any alteration, except alterations by Declarant. Where required, such consent shall be requested in writing by each Owner whose Unit is proposed to be altered, accompanied by such explanation, drawing and specifications relating to the proposed alteration as may be reasonable required by the Association or the first mortgagee of the Unit. The Association shall give such Owner(s) notice in an expeditious manner, granting, denying or qualifying its consent.

16.1.3.4 As a precondition to consenting to alterations the Association may require among other things, the following: (i) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the building; (ii) that the Common Elements and altered Units will be repaired and/or restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants, or their guests; (iv) that the Property, the first mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations; and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.

16.2 Costs of Fees and Filing. The Association may require that the Owners of the Units to be altered to pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys' fees, incurred by the Association in connection with the alterations.

SECTION 17 AMENDMENTS

This Declaration may be amended by the consent of (i) Owners of Units to which are allocated at least seventy-five percent (67%) of the votes in the Association, (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 18 as to matters prescribed by said Section and (iii) the consent of Declarant to certain amendments as provided in Section 15.7. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Consent of Eligible Mortgagees

and the Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act. The Amendment shall be effective when recorded. 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 18 RIGHTS OF ELIGIBLE MORTGAGEES

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

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

18.2 Consent to Certain Actions. The written consent of Eligible mortgagees representing at least seventy-five percent (75%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required to (i) abandon or terminate the condominium; (ii) change the allocations of voting rights, Common Expense obligations or interest in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

18.3 No Right of First Refusal. The rights of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar

restrictions.

18.4 Priority of Lien. Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser; (i) except as provided in Section 6 and (ii) except that any un-reimbursed assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

18.5 Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

18.6 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and / or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

18.7 Management Agent. The Property may be managed by a Management Agent in accordance with a management agreement reasonably acceptable to the Association.

18.8 Access to Books and Records & Audits. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by any institutional guarantor or insurer of a mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

18.9 Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

18.9.1 A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

18.9.2 A 60 day delinquency in the payment of assessments or charges owed by

the Owner of a Unit on which it holds a mortgage;

18.9.3 A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

18.9.4 A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 19 MISCELLANEOUS

19.1 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 instrument or exhibits.

19.2 Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statute amending or replacing the Act, and the comparable sections thereof.

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

19.4 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owner or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the By-Laws shall be effective upon receipt by the Association.

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

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

Butterfield Enterprises, LLC

[illegible]

This instrument was acknowledged before me on _____, 2022, by Bennett L. Gibbs, the _____ of Butterfield Enterprises, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

This Document Was Drafted By:
Breen & Person, Ltd.
PO Box 472
Brainerd, MN 56401

COMMON INTEREST COMMUNITY NO. _____
A PLANNED COMMUNITY
“ANTLER BUSINESS PARK”

EXHIBIT A-1
TO DECLARATION

Legal description of property to be subjected to Declaration:

Lot 1, Block 1, Lots 1-8, Block 2, Lots 1-6, Block 3, Lot 1, Block 4, and Outlots A and B, Antler Business Park

**COMMON INTEREST COMMUNITY NO. ____
A PLANNED COMMUNITY
“ANTLER BUSINESS PARK”**

**EXHIBIT “B”
TO DECLARATION**

Legal description of Common Elements:

Outlots A and B, Antler Business Park

ANTLER BUSINESS PARK ASSOCIATION

BY-LAWS

SECTION 1.

The following are the By-Laws of Antler Business Park Association (the "Association"). The Association is organized for the purpose of operating and managing the Association, a subdivision community.

MEMBERSHIP

SECTION 2.

2.1 Members Defined. All Persons described as Owners in Section 1 of the Declaration shall be members of the Association. No Person shall be a member solely by virtue of holding a security interest in a unit. A Person shall cease to be a member at such time as the Person is no longer an Owner.

2.2 Registration of Owners and Occupants. Each Owner shall register with the Secretary of the Association, in writing, within 30 days after taking title to a Unit, providing (i) the name and address of the Owners and any Occupants of the Unit, (ii) the nature of such Owner's interest or estate in each Unit owned; (iii) the address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Unit address; (iv) the name and address of the secured party holding the first mortgage on the Unit, if any; and (v) the name of the Owner, if there are multiple Owners of the Unit, who shall be authorized to cast the vote with respect to the Unit. The Owner shall have a continuing obligation to advise the Association in writing on any changed in the foregoing instrument.

VOTING

SECTION 3.

3.1 Entitlement. Votes shall be allocated to each Unit as provided in the Declaration. However, no vote shall be exercised as to a Unit while the Unit is owned by the Association.

3.2 Authority to Cast Vote. At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Unit owned by the Owner. If there is more than one Owner of a Unit, only one of the Owners may cast the vote. If the Owners of a Unit fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2, the vote shall not be cast.

3.3 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another Person entitled to act on that Owner's behalf, and delivering the same to the Secretary before

the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following event: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective, (ii) eleven months after the date of the proxy, unless otherwise provided in the proxy, or (iii) the time at which the granting Owner is no longer an Owner.

3.4 Voting by Mail Ballot. The entire vote on any issue, except the removal of directors, may be determined by mailed ballots, subject to the following requirements:

a. The notice of the vote shall: (i) clearly state the proposed action, (ii) indicate the number of responses needed to meet the quorum requirements, (iii) state the percentage of approvals necessary to approve each matter other than election of directors, and (iv) specify the time by which a ballot must be received by the Association in order to be counted.

b. The ballot shall: (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.

c. The Board of Directors shall set the time for the return of ballots, which shall not be less than fifteen (15) or more than forty-five (45) days after the date of mailing of the ballots to the Owners. The Board of Directors shall provide notice of the results of the vote to the owners within 10 days after the expiration of the voting period.

d. Approval by written ballot under this Section is valid only if the number of votes cast by ballots equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same number of votes cast by ballot. Voting by mail may be conducted by U.S. mail or email or other form of electronic communication at the discretion of the Board.

3.5 Vote Required. A majority of the votes cast at any properly constituted meeting of the Owners, or cast by mail in accordance with Section 3.4, shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the Governing Documents. The term "majority" as used herein shall mean in excess of 50% of the votes cast at a meeting, in person or by proxy, or voting by mail, in accordance with allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

MEETINGS

SECTION 4.

4.1 Place. All meetings of the Owners shall be held at the Office of the Association or at such other place in the State of Minnesota reasonably accessible to the Owners as may be designated by the Board of Directors in any notice of a meeting of the Owners. Meetings of the Owners may be

held in person or by electronic means so long as all Owners whether physically present or participating by remote communication may simultaneously hear each other during the meeting. An Owner so participating is deemed present in person at the meeting.

4.2 Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board of Directors. At each annual meeting of the Owners, (i) the Persons who are to constitute the Board of Directors shall be elected pursuant to Section 6, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

4.3 Special Meetings. Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners shall be called by the President or Secretary within 30 days following receipt of the written request of a majority of the members of the Board of Directors or of Owners entitled to cast at least 25% of all the votes in the Association. The meeting shall be held within 90 days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority under the Governing Documents.

4.4 Notice of Meetings. Notice of Annual meetings shall be provided at least fifteen (15) but not more than sixty (60) days in advance of any annual meeting of the Owners. Notice of Special Meetings shall be provided at least seven (7) but not more than thirty (30) days in advance of any special meeting of the Owners. The Secretary shall send, to all persons who are Owners as of the date of sending the notice, notice of the time, place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Unit address or to such other address as the Owner may have designated in writing to the secretary.

4.5 Quorum/Adjournment. The presence of Owners in person or by proxy, who have the authority to cast in excess of fifty percent (50%) of all the votes in the Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. Any meeting may be adjourned from time to time, but until no longer than 30 days later, without notice other than announcement at the meeting initially called. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any Owner previously in attendance in person or by proxy. The Association may not be counted in determining a quorum as to any Unit owned by the Association.

4.6 Voting Register. The Secretary shall have available at the meeting a list of the Unit numbers, the names of the Owners, the vote attributable to each Unit and the name of the Person (in the case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The Agenda for meeting of the Owners shall be established by the Board of Directors, consistent with the Government Documents, and shall be sent to all Owners along with the notice of the meeting.

ANNUAL REPORT

SECTION 5.

The Board of Directors shall prepare an annual report on behalf of the Association to be mailed or delivered to each Owner together with the notice of the annual meeting. The report shall contain at a minimum:

- a. A statement of any capital expenditures in excess of two percent of the current budget or \$5,000, whichever is greater, approved by the Association for the current year or succeeding two fiscal years.
- b. A statement of the balance in 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.
- f. A statement of the total past due assessments on all Units, current as of not more than 60 days prior to the date of the meeting.

BOARD OF DIRECTORS

SECTION 6.

6.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The first Board of Directors shall consist of the persons designated as directors in the Articles of Incorporation of the Association. The Owners shall have the right to elect directors as set forth in Section 6.2. Upon the expiration of the terms of the members of the first Board of directors, the Board of Directors shall be composed of three (3) directors, a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a corporation, partnership, limited liability company, trust or other entity which has the capacity to hold title to real estate.

6.2 Term of Office. The terms of office of the members of the Board of directors shall be for a period of two (2) years and shall expire upon the election of a successor at a subsequent annual meeting of the Owners; provided, that a director shall continue in office until a successor is elected. A number of nominees equal to the number of vacancies, and receiving the greatest numbers of votes, shall be elected, notwithstanding that one or more of them does not receive a majority of the votes cast. A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these By-Laws. There shall be no cumulative voting for directors.

6.3 Nominations. Nominations for election to the Board of Directors shall be made by a nominating committee appointed by the Board of Directors, or from the floor at the annual meeting or by "write-in" if authorized by the Board.

6.4 Powers. The Board of Directors shall have the powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the Owners) by law or by the Governing Documents. The powers of the Board of Directors shall include, without limitation, the power to:

- a. adopt, amend and revoke Rules and Regulations consistent with the with the Governing Documents;
- b. regulate changes in the appearance of the Common Elements;
- c. adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments from Owners;
- d. hire and discharge managing agents and other employees, agents, and independent contractors;
- e. institute, defend, or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Owners on matters affecting the Common Elements or other matters affecting the Property or the Association, or, (ii) with the consent of the Owners of the affected Units on matters affecting only those Unit;
- f. make contracts and incur liabilities;
- g. regulate the use, maintenance, repair, replacement and modification of the Common Elements and the Units;
- h. cause improvements to be made as a part of the Common Elements;
- i. acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, for the conveyance or encumbrance of the Common

Elements;

- j. grant public utility easements through, over or under the Common Elements, and, subject to approval by resolution of the Owners other than a declarant or its affiliates at a meeting duly called, grant other public or private easements, leases and licenses through, over or under the Common Elements;
- k. impose and receive any payments, fees or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements, and for services provided to Owners;
- l. impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents and the Rules and Regulations;
- m. impose reasonable charges for the review, preparation and recordation of amendments to the Declaration or By-Laws, any resale certificates required by Statute, statements of unpaid assessments or furnishing copies of Association records;
- n. provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- o. provide for reasonable procedures governing the conduct of meetings and the election of directors;
- p. appoint, regulate and dissolve committees;
- q. exercise any other powers conferred by law or the Governing Documents, or which are necessary and proper for the governance of the Association.

6.5 Meetings and Notices. An annual meeting of the Board of Directors shall be held promptly following each annual meeting of the Owners. Meetings of the Board may be held in person or by electronic means so long as all directors of the Board whether physically present or participating by remote communication may simultaneously hear each other during the meeting. A director of the Board so participating is deemed present in person at the meeting. At each annual meeting the officers of the Association shall be elected.

- a. Regular meetings of the Board of Directors shall be held on a semi-annual basis, at such times as may be fixed from time to time by a majority of the members of the Board of Directors. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors.
- b. Special meetings of the Board of Directors shall be held when called (i) by the President of the Association, or (ii) by the Secretary within ten (10) days

following the written request of any two (2) directors. Notice of any special meeting shall be given to each director not less than three (3) days in advance thereof. Notice to a director shall be deemed to be given when deposited in the United States mail postage prepaid to the Unit address of such director, or when personally delivered, orally or in writing, by a representative of the Board of Directors.

- c. Any director may at any time waive notice of any meeting of the Board of Directors orally, in writing, or by attendance at the meeting. If all the Directors are present at a meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

6.6. Quorum and Voting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

6.7 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in writing signed by all the directors.

6.8 Vacancies. A vacancy in the Board of Directors shall be filled by a person elected within 15 days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number; except for vacancies created pursuant to Section 6.2 and 6.9 of this Section. Each person so elected shall serve out the term vacated.

6.9 Removal. A director may be removed from the Board of Directors, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided, (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the director to be removed has a right to be heard at the meeting and (iii) that a new director is elected at the meeting by the owners to fill the vacant position caused by the removal. A director may also be removed by the Board of Directors if such director (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve-month period or (ii) is more than 60 days past due with respect to assessments on the director's Unit. Such vacancies shall be filled by the vote of the Owners as previously provided in this Section.

6.10 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services in such capacity. A director, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

6.10 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds and other monetary assets.

6.12 Committees. A resolution approved by the affirmative vote of a majority of the Board of Directors may establish committees having the authority of the Board in the management of the business of the Corporation to the extent provided in the resolution. A committee shall consist of one or more persons, who need not be directors, appointed by affirmative vote of a majority of the directors present. Committees are subject to the direction and control of, and vacancies in the membership thereof shall be filled by the Board of Directors. A majority of the members of the committee present at a meeting is a quorum for the transaction of business, unless a larger or smaller proportion or number is provided in a resolution approved by the affirmative vote of a majority of the directors present.

OFFICERS

SECTION 7.

7.1 Principal Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. A person may hold more than one office simultaneously, except those of President and Vice President. Only the President and Vice President must be members of the Board of Directors.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

7.4 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Board of Directors and the Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

7.5 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

7.6 Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Board of Directors and the Association. The Secretary shall be responsible for keeping the books and records of the Association, and shall give all notice required by the Governing Documents unless directed otherwise by the Board of Directors. The Board of Directors may delegate the Secretary's administrative functions to a managing agent; provided that such delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties.

7.7 Treasurer. The Treasurer shall have responsibility for all financial assets of the Association, and shall be covered by a bond or insurance in such sum and with such companies as the Board of Directors may require. The Treasurer shall be responsible for keeping the Association's financial books, assessment rolls and accounts. The Treasurer shall cause the books of the Association to be kept in accordance with customary and accepted accounting practices and shall submit them to the Board of Directors for its examination upon request. The Treasurer shall cause all moneys and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board of Directors, shall cause the funds of the Association to be disbursed as ordered by the Board of Directors and shall perform all other duties incident to the office of the Treasurer. The Board of Directors may delegate the Treasurer's administrative functions to a managing agent; provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

7.8 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, officers of the Association shall receive no compensation for their services in such capacity. An officer, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association in an individual capacity. Officer may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

OPERATION OF THE PROPERTY

SECTION 8.

8.1 Assessment Procedures. The Board of Directors shall, at least thirty (30) days prior to the first day of the Association's fiscal year, prepare a budget of Common Expenses for the Association and assess and levy such Common Expenses against the Units according to their respective Common Expense liability as set forth in the Declaration. The annual budget shall include a general operating reserve, and an adequate reserve fund for maintenance, repair and replacement of those Common Elements and parts of the Units that must be maintained, repaired or replaced by the Association on a periodic basis.

- a. The Board of Directors shall fix the amount of the annual assessment against each Unit and advise the Owners in writing of the assessment at least thirty (30) days prior to the date when the first installment thereof is due. Increases in assessments shall be subject to the limitations set forth in Section 6 of the Declaration. The failure of the Board of Directors to timely levy an annual assessment shall not relieve the Owners of their obligation to continue

paying assessment installments in the amount currently levied, as well as any increases subsequently levied.

b. If an annual assessment proves to be insufficient, the budget and assessments thereof may be amended, or a special assessment levied, by the Board of Directors at any time subject to the limitations set forth in Section 6 of the Declaration. The levy shall be deemed to occur upon the date specified in the resolution which fixes the assessment.

c. The Association shall furnish copies of each budget on which the Common Expenses and the assessment are based to an Owner or to any Eligible Mortgagee, upon request of such persons.

8.2 Payment of Assessments. Annual assessments shall be due and payable in monthly installments in advance on the first day of each month of the year or other period for which the assessments are made, and special assessments shall be due when designated by the Board of Directors. All Owners shall be absolutely and unconditionally obligated to pay the assessments levied pursuant to the Governing Documents. No Owner or Occupant shall have any right of withholding, offset or deduction against the Association with respect to any assessments, or related late charges or costs of collection. Any rights or claims alleged by an Owner may be pursued only by separate action.

8.3 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any assessment or installment thereof is due, subject to such grace periods as may be established, the Board of Directors may assess, and such Owner shall be obligated to pay, a late charge as provided in the Declaration for each such unpaid assessment or installment thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in collecting any such unpaid assessment.

a. If there is a default of more than thirty (30) days in payment of any assessment, the Board of Directors may accelerate any remaining installments of the assessment upon prior written notice thereof to the Owner, and the entire unpaid balance of the assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.

b. The Board of Directors shall have the right and duty to attempt to recover all assessments for Common Expenses, together with any charges, attorneys' fees or expenses relating to the collection thereof.

c. The rights and remedies referred to herein shall in no way limit the remedies available to the Association under Governing Documents, Declaration or by law.

8.4 Foreclosure of Liens for Unpaid Assessments. The Association has the right to foreclose a lien against a Unit for assessments imposed by the Association, as more fully described in the Declaration.

8.5 Records. The Board of Directors shall cause to be kept at the registered office of the Association, and at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Owners of the Association, names of the Owners and Eligible Mortgagees, and detailed and accurate records of the receipts and expenditures of the Association. All Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners and the Eligible Mortgagees upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the unit, the date when due, the amount paid thereon and the balance remaining unpaid.

8.6 Enforcement of Obligations. All Owners and Occupants and their guests are obligated and bound to observe the provisions of the Governing Documents and the Rules and Regulations. The Association may impose any or all of the charges, sanctions and remedies authorized by the Governing Documents, the Rules and Regulations or by-law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

AMENDMENTS

SECTION 9.

These By-Laws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions;

9.1 Approval. The amendment must be approved by Owners who have authority to cast in excess of fifty percent (50%) of the total votes in the Association, in writing or at a duly held meeting of the Owners, subject to any approval rights of Eligible Mortgagees and the Declarant as provided in the Declaration; and

9.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. Mail, or hand delivered, to all Owners authorized to cast votes; and

9.3 Effective Date; Recording. The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded. If recorded, the amendment shall be recorded in the office of the recording officer for the county in which the Property is located.

INDEMNIFICATION

SECTION 10.

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to

the provisions of Minnesota Statutes 317A.521.

MISCELLANEOUS

SECTION 11.

11.1 Notices. Unless specifically provided otherwise in the Declaration or these By-Laws, all notices required to be given by or to the Association, the Board of Directors, 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 shall be effective upon receipt by the Association.

11.2 Severability. The invalidity or unenforceability of any provision of these By-Laws shall have no force or effect on the balance of these By-Laws.

11.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these By-Laws or the intent of any provision hereof.

11.4 Conflicts in 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 Rules and Regulations, the By-Laws shall control.

11.5 Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.6 No Corporate Seal. The Association shall not have a corporate seal, incorporated.

11.7 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

These By-Laws were adopted as and for the Antler Business Park Association, a Minnesota non-profit corporation, at the meeting of the Board of Directors held on the ____ day of _____, 2022.

Jill Gibbs, Secretary

**ARTICLES OF INCORPORATION OF
ANTLER BUSINESS PARK ASSOCIATION**

The undersigned, being of legal age, for the purposes of forming a nonprofit corporation under Chapter 317A of Minnesota Statutes, as amended, and in compliance with the requirements thereof, do hereby voluntarily associate ourselves as a body corporation, not for profit, but for the purposes herein conferred and conferred and adopt these Articles of Incorporation.

**ARTICLE I
NAME**

The name of this Corporation shall be Antler Business Park Association.

**ARTICLE II
REGISTERED OFFICE**

The registered office of this Corporation shall be at 33703 Antler Road, Crosslake, Minnesota, 56442.

**ARTICLE III
INCORPORATOR**

The name and address of the incorporator, who is a natural person of full age, is as follows:

Bennett Gibbs
33703 Antler Road
Crosslake, MN 56442

**ARTICLE IV
PURPOSES AND AUTHORITY**

This Corporation is formed generally for civic, recreational, social and community welfare purposes, and specifically for the purposes of constituting and acting as an association of the owners of units in that certain association situated in Crow Wing County, Minnesota, on property legally described as Antler Business Park, except the platted units which are owned by the Members (the "Subject Property").

The property is being developed as a planned condominium commercial community. For the purposes of managing, maintaining, repairing, replacing and operating certain buildings and facilities located thereon, and any additions thereto as may be made in accordance with the Declaration hereinafter referred to, all for the preservation of the value and amenities of said development, and such additions as may be made thereto as provided in said Declaration, and in fulfillment of such purposes, this Corporation shall have the power:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association described in that certain Declaration of Covenants, Conditions and Restrictions herein referred to as the "Declaration", applicable to the aforementioned property and recorded or to be recorded in the Office of the County Recorder (or Registrar of Titles) of Crow County, Minnesota, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce the payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the aforementioned property of the Association;
- (c) To enforce provisions of the Declaration, and any and all other covenants, conditions or restrictions applicable to the aforementioned property; and
- (d) To, insofar as permitted by law, and consistent with the provisions and purposes hereof and of the Declaration, do any other thing that, in the opinion of the board of Directors, will promote the common benefit and enjoyment of the members, including cooperative developments or undertakings with adjacent properties.

ARTICLE V

NO PECUNIARY GAIN TO MEMBERS

This Corporation does not and shall not afford pecuniary gain, incidentally or otherwise, to its members. None of its members shall be personally liable for corporate debt. Members, however, shall be liable to this Corporation for the assessments as specified in the Declaration.

ARTICLE VI

MEMBERSHIP

Each Owner of a Unit created by the Declaration shall be a member of the Association. No other persons shall be entitled to membership. If more than one person is an owner of a unit, all shall be members, but they shall be entitled to cast only one vote. Such one vote shall be cast as they decide. A membership interest cannot be transferred, assigned, or pledged. A security interest may not be granted therein except as an appurtenance to a unit. Membership in this Corporation shall be appurtenant to and may not be separated from the above-described ownership interest in each such Unit.

ARTICLE VII

BOARD OF DIRECTORS

The business and affairs of this Corporation shall be managed by a Board of Directors consisting of three (3) Directors, or such other number of Directors as may be determined in

accordance with the By-Laws. The current Board of Directors shall consist of the Directors whose names are as follows:

Name
Bennett Gibbs
Jill Gibbs
Tom Maschhoff

Said directors shall serve upon terms as set forth in the By-Laws.

ARTICLE VIII

WRITTEN ACTION BY DIRECTORS

Any action required or permitted to be taken at a meeting of the board of directors of this Corporation may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the board at which all directors were present.

ARTICLE IX

DIRECTOR LIABILITY

To the fullest extent permitted by Chapter 317A, Minnesota Statutes, as the same exists or may hereafter be amended, a director of this corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE X

DURATION

The duration of this Corporation shall be perpetual.

ARTICLE XI

DISSOLUTION

This Corporation may be dissolved only with the written consent of members holding at least 80% of the voting power of the Corporation. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of its assets shall be mailed to every member at least ninety (90) days prior to any meeting at which such dissolution shall be voted upon.

ARTICLE XII

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of this Corporation, all of its property and assets, both real and personal, including, but not limited to, sewer and water lines, if any, first shall be dedicated or transferred

From: [Mark Melby](#)
To: [Cheryl](#)
Cc: [Jory Danielson](#); [Tim Bray](#); [Rob Hall](#)
Subject: RE: 3.9.2022 DRT Meeting Info
Date: Tuesday, March 8, 2022 12:51:26 PM
Attachments: [image001.png](#)
[Application-Agency_Kent.pdf](#)
[Application-Agency_Gibbs.pdf](#)

Kent Application – If the proposed storage facility proceeds, any upgrades to a commercial entrance will require a permit from the highway department. The County and/ or Assistant Engineers may offer additional comments.

Gibbs Application – No comments on the Gibbs application at this time.

Mark Melby
Engineering Coordinator
Highway Department
Office - 218-822-2694
Cell - 218-839-6207
www.crowwing.us



Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

Let us know how we are doing: [Customer Service Survey](#).

From: Cheryl <cstuckmayer@crosslake.net>
Sent: Wednesday, February 23, 2022 1:04 PM
To: Mark Melby <Mark.Melby@crowwing.us>
Subject: 3.9.2022 DRT Meeting Info

Good Afternoon,

Please review the attachment(s). As always, any comments you would like to contribute to our meeting, please put in writing or present in person. The times of each application is indicated at the top of the application.

Respectfully,

Cheryl Stuckmayer
Planner – Zoning Coordinator
Crosslake Planning and Zoning Department



Subdivisions Application
Planning and Zoning Department
13888 Daggett Bay Rd, Crosslake, MN 56442
218.692.2689 (Phone) 218.692.2687 (Fax) www.cityofcrosslake.org

Receipt Number: 969850

Permit Number: 220033S

Property Owner(s): Butterfield Enterprises LLC

Mailing Address: 39098 Ox Lake Circle, Crosslake, MN. 56442

Site Address: 33703 Antler Rd. Crosslake, MN 56442

Phone Number: 612-386-8361

E-Mail Address: ben@crosslakesales.com

Parcel Number(s): 14330515/14330516

Legal Description: Lots 3+4, Block 2, Pine Vista

Sec 33 Twp 137 Rge 26 ☐ 27 ☒ 28 ☐

Land Involved: Width: _____ Length: _____ Acres: 1.49/1.54

Lake/River Name: NA

Do you own land adjacent to this parcel(s)? _____ Yes X No

If yes, list Parcel Number(s) N/A

Authorized Agent: PATRICK TROTTER

Agent Address: PO Box 874 Regent Lakes mn 56472

Agent Phone Number: 218 5684940

Signature of Property Owner(s) _____

Signature of Authorized Agent(s) Patrick Trotter

Subdivision Type

(Check applicable request)

- ☐ Metes and Bounds-**Record within 90 days of approval**
☐ Residential Preliminary Plat
☐ Residential Final Plat
☒ Commercial Preliminary Plat 16
☐ Commercial Final Plat

Development

_____ Number of proposed lots

_____ Number of proposed outlots

Access

_____ Public Road

_____ Easement

Easement recorded: _____ Yes _____ No

Septic

Compliance _____

SSTS Design _____

Site Suitability _____

Date 4-08-2022

\$750.00 App
2400.00 16 lots
6.00 copies
\$3156.00

Date 4-08-2022

- ☐ All applications must be accompanied by signed Certificate of Survey
☐ Residential Fee: Preliminary \$500 + \$100 per lot; Final \$500 + \$25 per lot Payable to "City of Crosslake"
☒ **Commercial Fee: Preliminary \$750 + \$150 per lot; Final \$750 + \$50 per lot Payable to "City of Crosslake"**
☐ Metes & Bounds: \$100 + \$75 per lot Payable to "City of Crosslake"
☒ **Above Fees will require additional Park Dedication Fees of \$1,500 per unit/lot or 10% of buildable land as measured pre-plat for park purposes or a combination of both Payable to "City of Crosslake"**
☒ No decisions were made on an applicant's request at the DRT meeting. Submittal of an application after DRT does not constitute approval. Approval or denial of application is determined at a public meeting by the City Council after a recommendation from the Planning Commission/Board of Adjustment per Minnesota Statute 462 and the City of Crosslake Land Use Ordinance.

For Office Use:

Application accepted by CS Date 4-7-22 Land Use District LC Lake Class N/A Park, Rec, Lib 17 parcel



City of Crosslake Planning Commission/Board of Adjustment

Findings of Fact

Supporting/Denying a Preliminary Plat

Findings should be made in either recommending for or against a plat, and should reference Chapter 44 of the City Subdivision Ordinance. The following questions are to be considered, but are not limited to:

1. Does the proposed plat conform to the City's Comprehensive Plan?

Yes No

2. Is the proposed plat consistent with the existing City Subdivision Ordinance? Specify the applicable sections of the ordinance.

Yes No

3. Are there any other standards, rules or requirements that this plat must meet?

Yes No Specify other required standards.

4. Is the proposed plat compatible with the present land uses in the area of the proposal?

Yes No Zoning District

5. Does the plat conform to all applicable performance standards in Article 2 of the Subdivision Ordinance?

Yes No

6. How are the potential environmental impacts being resolved? (Does the plat meet the following City Standards?)

Stormwater

Erosion /Sediment Control

Wetlands

Floodplain

Shoreland

Septic Systems

7. Have the potential public health, safety or traffic generation impacts been addressed?

Yes No

8. Other issues pertinent to this matter.