



# City of Blaine

## Planning Commission

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May 12, 2026 | 7:00 PM  
Blaine City Hall  
10801 Town Square Drive NE  
Blaine, MN 55449

The Planning Commission is an advisory board to the City Council. One of the Commission's functions is to hold public hearings and make recommendations to the City Council. The City Council makes all final decisions on these matters. For each agenda item the Commission will receive reports prepared by the City staff, open the public hearing, discuss and act on the application.

Public comments prior to the meeting must be received by noon on the Monday prior to the meeting date. Email comments to: [Planning@BlaineMN.gov](mailto:Planning@BlaineMN.gov) or phone 763-785-6180.

### AGENDA

**1. Call to Order**

**2. Roll Call**

**3. Approval of Minutes**

**3.1.** 2026-53 Approval of the April 14, 2026 Planning Commission Minutes  
*Sponsors:*

**4. Public Hearing**

**4.1.** 2026-209 Case File No. 26-0015 // Minnesota Performance // 1550 91st Avenue NE, #306  
The applicant is requesting a conditional use permit amendment to expand an existing auto repair business into an adjacent tenant space with outside storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district.  
*Sponsors: Alex Koberoski, Assistant Planner*

**4.2.** 2026-205 Case File No. 26-0016 // Matt and Molly Gamble // 11770 Lexington Avenue NE  
The applicant is requesting a conditional use permit to allow a 3,000 square-foot attached garage (accessory building) in a Farm Residential (FR) zoning district.  
*Sponsors: Shawn Kaye, Planner*

**4.3.** 2026-206 Case File 26-0017 // Mark Montean // 3621 131st Avenue NE  
The applicant is requesting the following:

1. Rezoning from Farm Residential (FR) to Development Flex (DF).
2. Preliminary plat to subdivide 39.68 acres into 86 single family lots and 2 outlots to be known as Montean Meadows.
3. Conditional use permit to allow the construction of 86 single-family homes in a Development Flex (DF) zoning district.

*Sponsors: Shawn Kaye, Planner*

## **5. Adjournment**



# City of Blaine

## Planning Commission

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April 14, 2026 | 7:00 PM  
Blaine City Hall  
10801 Town Square Drive NE  
Blaine, MN 55449

### MINUTES

#### 1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, April 14, 2026. Chair Goracke called the meeting to order at 7:00PM.

#### 2. Administration of Oaths of Office - Olson, Geiselhart, Freeman

City Clerk Sorensen administered the oath of office to Commissioners Olson, Geiselhart and Freeman. A round of applause was offered by all in attendance.

#### 3. Election of Chair and Vice Chair

City Planner Shawn Kaye requested the commission elect a chair and vice chair.

**Motion by Commissioner Olson to elect Al Goracke Chair of the Planning Commission. Motion seconded by Commissioner Howard. The motion passed 6-0.**

**Motion by Commissioner Swanson to elect Maisa Olson Vice Chair of the Planning Commission. Motion seconded by Commissioner Freeman. The motion passed 6-0.**

#### 4. Roll Call

Members Present: Commission Members Freeman, Geiselhart, Howard, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Member Halpern.

Staff Present: Shawn Kaye, Planner  
Alex Koberoski, Assistant Planner  
Cathy Sorensen, City Clerk  
Teresa Barnes, Project Engineer

## 5. Approval of Minutes

- 5.1. 2026-52 Approval of the March 10, 2026 Planning Commission Minutes  
*Sponsors:*

**Motion by Commissioner Swanson to approve the minutes of March 10, 2026, as presented. Motion seconded by Commissioner Howard. The motion passed 6-0.**

## 6. Public Hearing

- 6.1. 2026-152 Case File No. 26-0010 // James and Robin Obraske // 2808 93rd Lane NE and 2811 93rd Avenue NE  
The applicant is requesting preliminary plat approval to subdivide .69 acres into two lots, to be known as JJ Graham Addition.  
*Sponsors: Alex Koberoski, Assistant Planner*

The report to the planning commission was presented by Alex Koberoski, Assistant Planner. The public hearing for Case File 26-0010 was opened at 7:06PM.

Robin Obraske, 2808 93rd Lane NE, introduced herself to the commission and explained she would like to split this lot in order to build a home next to her mother.

James Obraske, 2808 93rd Lane NE, discussed an error that was on a graphic that was presented by city staff. He explained a portion of the red hatched lot was owned by Janice Grahams and a portion was owned by he and his wife in order to create a new buildable lot. Assistant Planner Koberoski clarified that the graphic was a location map showing the existing lot and outlot as it currently stands, not the proposed property split.

The public hearing was closed at 7:09PM.

Commissioner Swanson asked how many homes would be built on the new lot.

Ms. Obraske reported they would be building one single family home.

**Motion by Commissioner Howard to recommend approval of Planning Case 26-0010 based on the following conditions:**

**Case 26-0010:**

- 1. Park dedication for one residential unit is required prior to release of final plat mylars, at the rate in effect at the time of payment.**

2. **Developer must meet the City's tree preservation requirements as outlined in Section 129-9.**
3. **The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of building permits.**
4. **Standard water and sanitary sewer access charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.**
5. **The property owner will need to submit the project to Rice Creek Watershed District (RCWD) to determine if a permit is required. Review, approval and permits are required prior to city plan approval and start of site work.**

**Motion seconded by Commissioner Geiselhart. The motion passed 6-0.**

Chair Goracke noted this would be on the agenda of the May 4, 2026 city council meeting.

- 6.2.**    2026-142      Case File No. 26-0011 // CAVA // 12351 Ulysses Street NE, #100  
    The applicant is requesting a conditional use permit to allow outdoor dining with 10 seats in the Regional Commercial (B-3) zoning district.  
    *Sponsors: Shawn Kaye, Planner*

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0011 was opened at 7:11PM. As no one wished to appear, the public hearing was closed at 7:11PM.

**Motion by Commissioner Olson to recommend approval of Planning Case 26-0011 based on the following conditions:**

**Case 26-0011:**

1. **The outdoor dining area is subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Met Council to determine the amount required for this use.**
2. **No outdoor advertising on the building or outdoor dining area without obtaining a temporary sign permit is allowed.**
3. **The outdoor dining area is limited to no more than 10 seats in the outdoor dining area.**
4. **The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse as associated with the facility.**
5. **No amplified outdoor music system is allowed.**
6. **Per the Minnesota Building Code, exit doors in any railing or fence in the outdoor dining area shall be openable from the inside without the use of a key or any special knowledge or effort.**
7. **The fence surrounding the outdoor dining area is required to be decorative and maintenance-free.**

**8. Provide manufacturing specifications and requirements for propane heater use and clearance to combustibles if they are to be used on site.**

**Motion seconded by Commissioner Swanson. The motion passed 6-0.**

Chair Goracke noted this would be on the agenda of the May 4, 2026 city council meeting.

- 6.3.** 2026-143 Case File No. 26-0013 // Dart Portable Storage // 8600 Rendova Street NE  
The applicant is requesting a conditional use permit to allow the outside storage of portable storage containers in a Heavy Industrial (I-2A) zoning district.  
*Sponsors: Shawn Kaye, Planner*

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0013 was opened at 7:14PM. As no one wished to appear, the public hearing was closed at 7:14PM.

The attorney for the applicant introduced himself to the commission and reported there was an existing CUP on this property, noting the existing truck terminal would remain in place. He commented the property was under contract by Dart Portable Storage but would not close until September.

**Motion by Commissioner Swanson to recommend approval of Planning Case 26-0013 based on the following conditions:**

**Case 26-0013:**

- 1. The outside storage area shall be limited to the area identified as outside storage on the west and north sides of the site on the attached site plan. This area is for the storage of portable storage containers.**
- 2. Four overstory or conifer trees are required to be planted in the front yard.**
- 3. The outside storage of portable containers to meet all parking setbacks and containers shall be located on a hard surface (asphalt/concrete).**
- 4. A 20-foot drive aisle must be maintained between containers for emergency vehicle spacing as required by the fire code.**

**Motion seconded by Commissioner Freeman. The motion passed 6-0.**

Chair Goracke noted this would be on the agenda of the May 4, 2026 city council meeting.

**7. Adjournment**

**Motion by Commissioner Olson to adjourn the regular planning commission meeting.  
Motion seconded by Commissioner Swanson. The motion passed 6-0.**

Adjournment time was 7:17PM.



# City of Blaine Staff Report

File Number: 2026-209

Agenda Date	Status
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May 12, 2026

In Control	File Type
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Planning Commission

Report

**Public Hearing** - Alex Koberoski, Assistant Planner

## Agenda Item # 4.1

Case File No. 26-0015 // Minnesota Performance // 1550 91st Avenue NE, #306

The applicant is requesting a conditional use permit amendment to expand an existing auto repair business into an adjacent tenant space with outside storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district.

## Background

Zoning	Light Industrial (L-I)
Land Use	Light Industrial (LI)
Area	Approximately 2.81 Acres
Applicable Regulations	Sections 101-4 and 121-22(5)
Attachments	Zoning and Location Map Narrative Floor Plan Outdoor Storage Parking Plan Tenant Signatures Owner Consent Site Plan Parking Analysis Resolution 10-107 Resolution 19-81 Final Violation Notice - March 23, 2026
Schedule	Planning Commission: May 12, 2026 City Council: June 1, 2026

Staff report prepared by Alex Koberoski, Assistant Planner, and Teresa Barnes, Project Engineer

## Evaluation of Request Planning Analysis

### Zoning

The subject property is zoned Light Industrial (I-1), with a land use designation of Light Industrial (LI).

### Surrounding Zoning and Uses

Surrounding properties are all zoned I-1, and all have a land use designation of Light Industrial (LI). Surrounding properties consist of a variety of manufacturing, warehousing, and auto repair uses.

### Existing Conditions

The property is currently located within an existing multi-tenant building. The business is an auto repair business, and offers services such as body work, detailing, tuning, upholstery, and painting.

### History

In 2010, a Conditional Use Permit (CUP) for auto repair was issued for suite 306, which included the condition that no auto body or painting work shall be permitted within the suite. This business has not been in operation since 2020, and as such, the CUP is no longer valid.

In 2019, the property obtained a CUP to operate an auto repair, detailing and tuning business in an I-1 zoning district for suite 307. The CUP conditions included the requirement that no vehicles shall be stored outside at any time, serviced vehicles shall be stored indoors, and that expansion to other units would require a CUP amendment.

On October 17, 2025, the property was issued a violation notice when it was brought to staff's attention that the current use had expanded into the adjacent tenant space (Suite 306). The expansion of the current business requires approval of a CUP amendment. Planning staff issued a violation notice outlining the steps required to apply for a CUP to address violations of the conditions included in the existing 2019 CUP, including outdoor vehicle storage and expansion into an adjacent tenant space.

On January 5, 2026, the applicant's CUP amendment to expand into the neighboring tenant space was denied by the City Council, citing the applicant's lack of compliance with code enforcement and the existing CUP condition violations. Outside storage of vehicles was not included as part of the CUP amendment application at that time.

On March 23, 2026, a representative of the association and the owners of both 307 and 306 were issued a final violation notice, outlining the outstanding violations, and providing the option of either complying with the conditions as stated in the original 2019 CUP, or to apply for a CUP to both expand into the adjacent tenant space and include outdoor storage of vehicles in the request. Refusal to comply with either option would have resulted in the issuance of citations.

The current application request is for a CUP amendment to expand into the adjacent tenant space (suite 306), and for outdoor storage of no more than 6 passenger vehicles in designated parking stalls around the building.

### Floor Plan

A floor plan has been submitted, showing both tenant spaces. The submitted floor plan shows a total of 3,590 square feet of work area, as well as a 'Dyno Room' which is used for measuring engine performance, and a customer waiting area.

### Parking

A parking plan has been completed, showing the square footage and uses of each tenant space. There are currently 119 available parking spaces on the property, and 82 are required to serve the existing uses. There is enough space available to accommodate the proposed 6 vehicles. The submitted parking plan indicates they will be stored in marked parking spaces directly adjacent to the two tenant spaces and will not affect surrounding tenants. The calculation shows that 31 spaces are available on site for the other tenants and their customers/employees.

The Light Industrial ordinance specifies that cars, vans, pickup trucks, and trailers no more than 15-feet in length parked outside and used by employees or visitors in the normal course of the business operation will not be construed to be outdoor storage when parked in the side and rear yard outside the required parking stalls.

Trailers or vehicles that exceed the 15-foot in length limitation are allowed, provided there are no more stored on the property than the number of dock doors. Both suites 306 and 307 have their own dock doors (for a total of two). The two trailers proposed are therefore allowed without requiring formal approval.

### Setbacks/Architecture/Landscaping

The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application.

### **Engineering Analysis**

#### Grading/Storm Drainage

The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application, therefore, no alterations to the existing site grading and/or storm drainage will occur.

#### Wetlands/Watershed

The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application, therefore, no alteration to the wetland in the southeast corner of the property will occur; no watershed permit would be required.

#### Access/Street Design/Sidewalks/Trails

The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application, therefore, there are no changes to the existing access points, and no street design, sidewalk or trail will be required.

#### Easements/Right-of-way/Permits

The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application. Therefore, no easements nor right-of-way are required. The project must obtain all other necessary permits.

#### Conditional Use Permit

A city exercises "quasi-judicial" authority when considering a CUP application. This means the city's role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

Section 101-4 Criteria for granting conditional use permits:

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable.

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
  - o The proposed use will be occupying an existing structure, and will not create an excessive burden on parks, schools, streets, public facilities or utilities that serve the area.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
  - o Auto repair and outside storage of passenger vehicles are both conditional uses in the I-1 zoning district. The request is compatible with adjoining properties and the existing or intended character of the zoning district.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
  - o The proposed use will be expanding into an existing tenant space, and there is adequate parking available for outside storage of 6 passenger vehicles. The use will not have an adverse effect upon adjacent properties.
4. The use, in the opinion of the city council, shall be reasonably related to the overall needs of the city and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
  - o The purpose of the I-1 zoning district is to allow light industrial uses, ranging from small to large scale industry and related services. The proposed use is consistent with the purpose of the zoning code and zoning district.
6. The use shall not be in conflict with the comprehensive plan of the city.
  - o The proposed use is not in conflict with the comprehensive plan.
7. The use will not cause traffic hazards or congestion.
  - o The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
  - o The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

## Recommendation

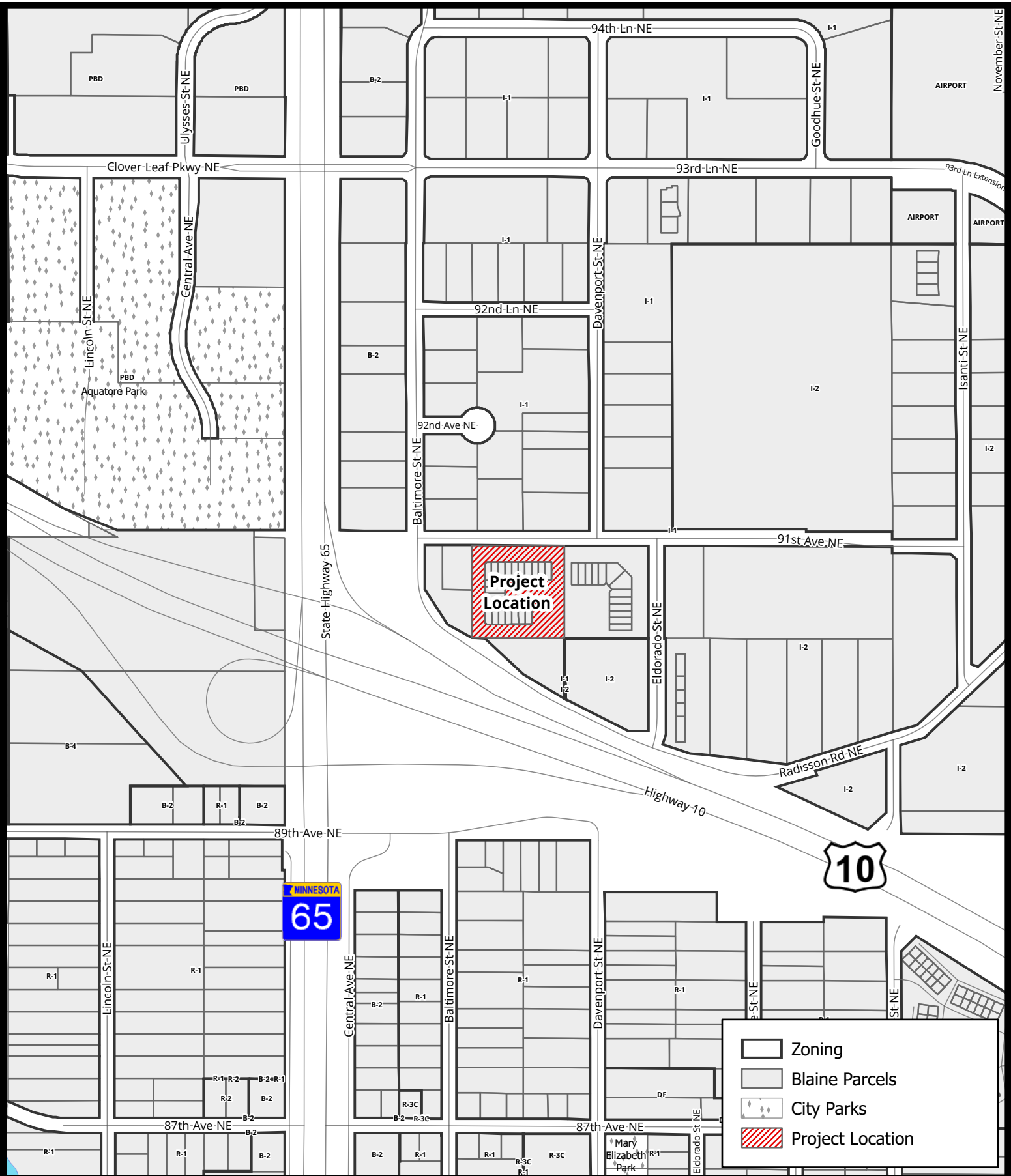
In Planning Case File No. 26-0015, it is recommended that the Planning Commission recommend approval of a CUP amendment to expand an existing auto repair business into an adjacent tenant space with outdoor storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district with the following conditions:

1. Resolution 10-107 and Resolution 19-81 are null and void with approval of this CUP.
2. No work pertaining to the business can be done outside.
3. Work is limited to auto repair services for passenger vehicles only. Work may include body work, painting, detailing and tuning.

4. No more than 6 passenger vehicles shall be stored overnight at any one time. Vehicles must be stored within the parking stalls indicated on the parking plan. Stalls shall be exclusively designated for the business.
5. No parking is to be allowed in front of any utilities or other areas as designated per the fire code official.
6. A building permit (Commercial Tenant Finish) is required.
7. Applicant shall work with staff to address any outstanding fire or building code issues on site. These must be addressed by October 1, 2026.
8. Work shall be conducted in suites 306 and 307 only. Any expansion of the use, or proposed modification to these conditions requires a CUP amendment.

## Attachment List

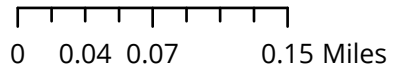
1. Attachments
2. Public Comments



	Zoning
	Blaine Parcels
	City Parks
	Project Location

# Case File No. 26-0015

## Minnesota Performance



Scale: 1:6,762



BlaineMN.gov

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

## **PARKING PLAN NARRATIVE – CUP AMENDMENT (UNITS 306 & 307)**

Unit 306 and Unit 307 have a combined area of approximately 4,540 square feet. The proposed Conditional Use Permit (CUP) amendment does not change the nature of the business, services, or hours of operation previously approved.

The expansion into Unit 306 is intended solely to provide additional indoor workspace and improve organization of operations. No increase in employees, customer traffic, or parking demand is expected as a result of this amendment.

Outdoor vehicle storage will be limited to a maximum of 3 vehicles per unit (6 total), within designated parking spaces directly adjacent to Units 306 and 307. These spaces will be actively managed to ensure that adequate parking remains available for all tenants on the property and that no drive aisles, fire lanes, or access points are obstructed.

The existing parking supply is sufficient to accommodate all tenant uses on the property. The proposed use will remain compliant with all City and Association parking requirements.

Owner consent has been obtained in accordance with the 50% requirement.

The outdoor storage area is located within a fenced and gated portion of the property. The fence and gate are maintained by the Cornerstone Association. Screening providing 100% visual opacity will be ensured in coordination with the Cornerstone Association. Outdoor storage will be limited to areas where adequate screening is in place to meet City requirements.

The trailer parking spaces proposed for outdoor storage are existing assigned spaces associated with Units 306 and 307, as documented in the Cornerstone Association parking assignment records (Spots #12 and #5).

The standard parking spaces located directly adjacent to Units 306 and 307 are part of the common parking area and are utilized in a manner consistent with other tenants on the property. These spaces are not newly designated and do not reduce available parking for other users.

Comprehensive square footage and parking allocations for all tenant spaces are maintained by the Cornerstone Association. The combined square footage of Units 306 and 307 has been provided for reference, and no increase in employees, customer traffic, or parking demand is expected as part of this request.

### **Site Plan Labels – Units 306 & 307**

- Designated Outdoor Vehicle Storage Area
- Unit 306 – Spaces 1–3 (Max 3 Vehicles)
- Unit 307 – Spaces 4–6 (Max 3 Vehicles)
- Existing Designated Trailer Parking – No Change Proposed
- Existing Opaque Fence / Gated Area (Association Maintained)

### **Site Plan Note**

Outdoor vehicle storage is limited to a maximum of 3 vehicles per unit (6 total) within designated parking spaces adjacent to Units 306 and 307. Vehicles will not obstruct drive aisles, fire lanes, or access to neighboring units. The trailer parking area is an existing designated area and no changes are proposed.

This request is consistent with existing site conditions and operational use.

See **Appendix 1** – Floor Plan (Units 306 & 307) for layout details.

See **Appendix 2 – Site Plan** for designated outdoor vehicle storage locations.

**Appendix 1 – Floor Plan (Units 306 & 307)**



Appendix 2 – Site Plan (Units 306 & 307)



**Subject: Owner Consent for CUP Amendment – Units 306 & 307**

To Whom It May Concern,

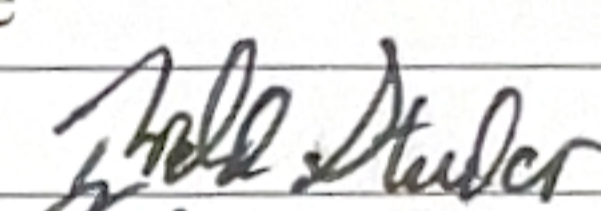
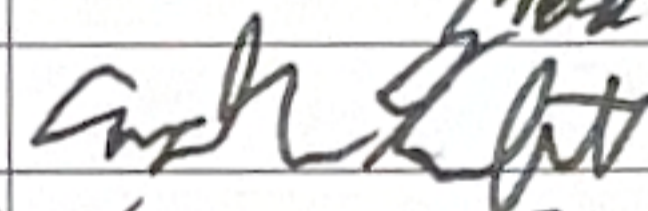
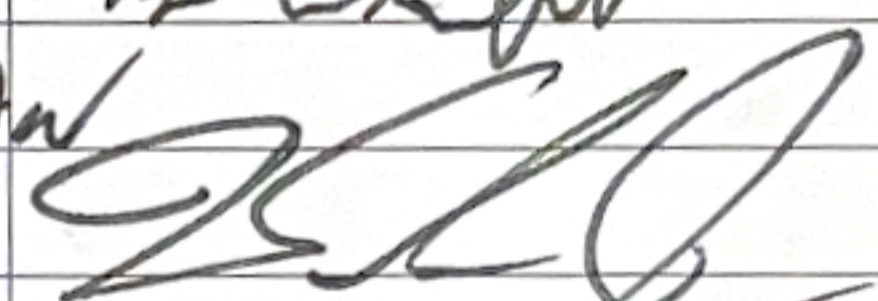


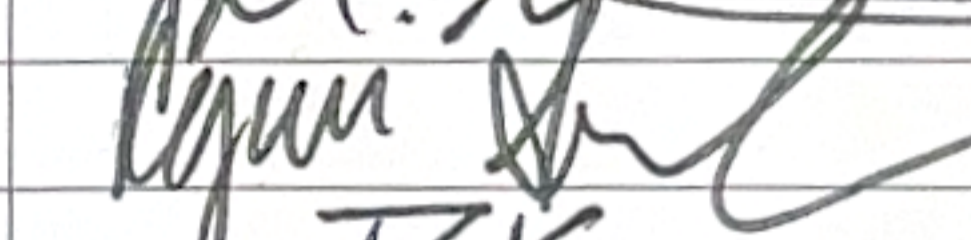
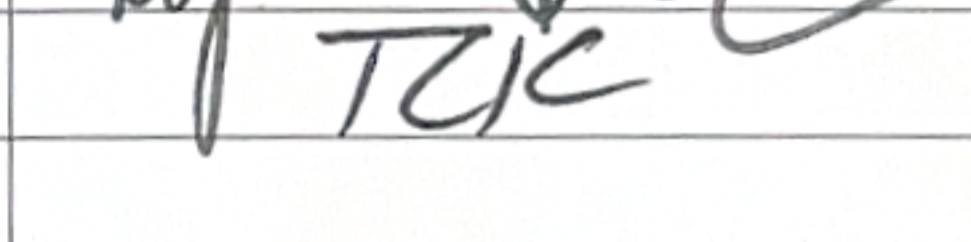
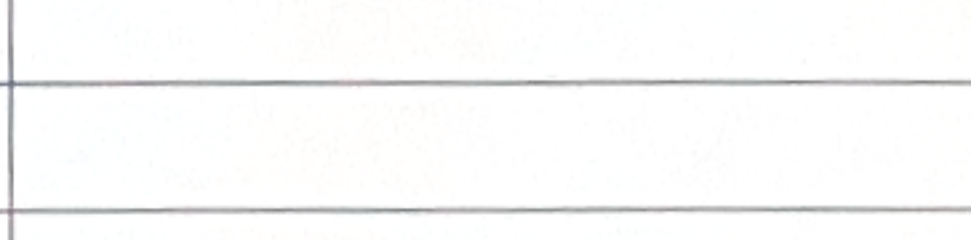
We, the undersigned unit owners within Cornerstone Office Warehouse, Inc., acknowledge and consent to the requested Conditional Use Permit (CUP) amendment to include Unit 306 under the existing approved use of Unit 307.

We understand that:

- The amendment allows the business to operate across both units under the same tenancy
- There are **no changes to the nature of the business, services, or hours of operation**
- All primary work activities will be conducted indoors
- No vehicle repairs will occur in common areas
- Outdoor activity will be limited to occasional vehicle movement or loading/unloading
- Vehicle parking will remain limited, controlled, and within designated areas

This consent is provided in accordance with association requirements allowing approval by at least 50% of unit owners.

We have no objection to this CUP amendment request.

Unit #	Owner Name	Signature	Date
202+203	Andy Newstrom		4-7-26
101-102	Andrew Kiff		4-7-26
301	John [unclear] Rob Orst		4-7-26
103	Bill JEANS		4-8-26
306	Yasir A.		4-9-26
304	Yasir A.		4-9-26
307	Moh Alsowmil		4-9-26
204	Ryan Silverberg		4-9-26
209	TODD KING	TCIC	4-9-26

**Subject: Consent for CUP Amendment – Unit 306**

To Whom It May Concern,

HYB Property, as the legal owner of Unit 306, hereby acknowledges and consents to the request to amend the existing Conditional Use Permit (CUP) for Unit 307 to include Unit 306 under the same operational use.

We understand that the purpose of this amendment is to allow the tenant to expand operational workspace across both units. We acknowledge that the nature of the business, services provided, and hours of operation will remain consistent with those previously approved under the existing CUP.

We further understand that all primary business activities will be conducted indoors, with only limited and infrequent outdoor activity related to vehicle movement or loading and unloading.

HYB Property supports this request and has no objection to the proposed CUP amendment.

**Sincerely,**

HYB Property

Name: Yasir Abuhaleigah

Title: owner

Signature: 

Date: 4/9/26

**Subject: Owner Consent for CUP Amendment – Unit 307**

To Whom It May Concern,

Moh's Export and Import LLC, as the legal owner of Unit 307, hereby submits this request to amend the existing Conditional Use Permit (CUP) to include the adjacent Unit 306 under the same tenancy and operational use.

The purpose of this amendment is to improve operational efficiency and organization by expanding into additional indoor workspace. No changes are proposed to the nature of the business, services provided, or hours of operation previously approved.

All primary work activities will continue to be conducted indoors. Outdoor activity will remain limited and infrequent, primarily related to occasional vehicle movement or loading and unloading. Outdoor parking will be minimal, actively managed, and restricted to designated areas.


We are committed to complying with all City requirements and ensuring our operations remain orderly, controlled, and compatible with surrounding businesses.

**Sincerely,**

Moh's Export and Import LLC

Name: Moh Alsowami

Title: Owner

Signature: 

Date: 4-8-26

Proposed Office / Warehouse

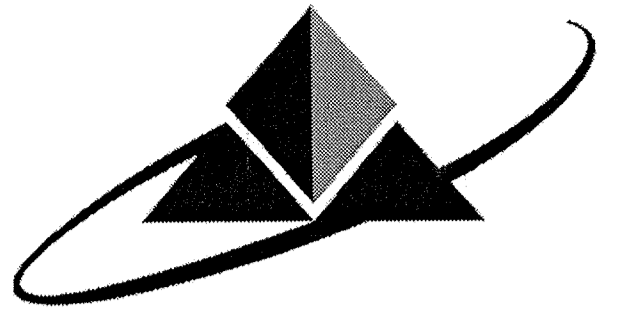
at

1550 ~~1600~~ 91st Ave

for

**HOKANSON CONSTRUCTION INC.**  
Blaine, MN

ARCHITECT:



**HOUWMAN ARCHITECTS**

AN AFFIRMATIVE ACTION, EQUAL OPPORTUNITY EMPLOYER

833 Third Street SW  
New Brighton, MN 55112  
(651) 631-0200  
(fax) 639-9726

E-MAIL: architects@houman.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: *Solomon Houman*  
BRIAN HOUWMAN  
REGISTRATION NO. 22604 DATE 1-15-03

BUILDING OWNER/GEN. CONTRACTOR:

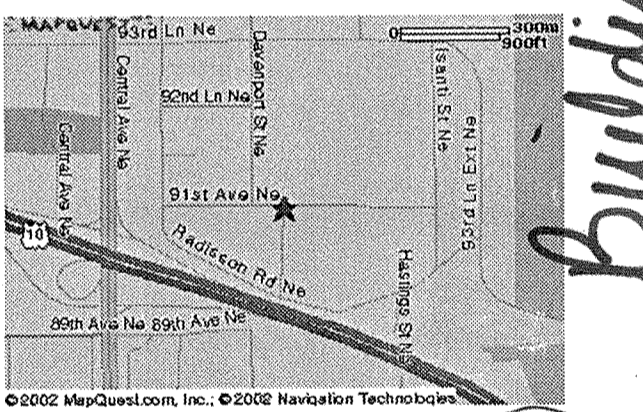
**HOKANSON CONSTRUCTION INC.**

9174 ISANTI ST. NE  
BLAINE, MN 55449

(763) 786-6177  
FAX (763) 784-9136

PROJECT LOCATION:

1600 91ST AVE. N.E.  
BLAINE, MN



Building Copy

THIS PERMIT FOR SHELL BLDG. ONLY. ALL TENANT FINISHES BY SEPARATE REVIEW AND PERMIT.

SCOPE OF PROJECT:

DESIGN-BUILD OFFICE/WAREHOUSE - PRECAST CONCRETE WALL PANELS / STEEL BAR JOISTS - STEEL ROOF DECK - SITE WORK / GRADING OF SITE / ASPHALT - LANDSCAPING

ARCHITECTURAL DRAWINGS:

SITE & PROJECT INFORMATION A1 OF 4  
FLOOR PLAN A2 OF 4  
EXTERIOR ELEVATIONS A3 OF 4  
SECTIONS A4 OF 4

STRUCTURAL DRAWINGS: THE MCSHERRY GROUP, INC. - 651-731-0308 - (FAX) 731-0421  
1523 SELBY AVENUE, ST. PAUL, MN 55104

STRUCTURAL NOTES 51 OF 5  
FOUNDATION PLAN 52 OF 5  
ROOF FRAMING PLAN 53 OF 5  
DETAILS 54 OF 5  
DETAILS 55 OF 5

CIVIL DRAWINGS: GLENN REHBEIN CO. - 763-784-0657 (FAX) 784-6001  
8651 NAPLE STREET NE - BLAINE, MN 55449

GRADING, DRAINAGE & EROSION CONTROL PLAN C1 OF 2  
PRELIMINARY UTILITY PLAN C2 OF 2

MECHANICAL / ELECTRICAL DRAWINGS:

BY DESIGN-BUILD SUBCONTRACTORS - COORDINATION BY G.C.

CONSTRUCTION TYPE: 3B - STRUCTURAL ELEMENTS TO BE OF NON-COMBUSTIBLE MATERIALS; EXTERIOR WALLS/PRECAST CONC. WALL PANELS - STEEL COLUMNS/ BEAMS/BAR JOISTS/ROOF DECK.

OCCUPANCY: GROUP B - OFFICE / GROUP S - STORAGE / GROUP F - MANUFACTURING

ALLOWABLE AREA: OCCUPANCY B / S / F - UNLIMITED BUILDING FOOT PRINT 51,520 S.F.

MINIMUM PARKING SETBACKS:

FRONT YARD - 25' - MEETS REQUIREMENT  
BACK YARD - 10' - MEETS REQUIREMENT  
SIDE YARD - 10' - MEETS REQUIREMENT

PARKING REQUIREMENTS:

TOTAL S.F. = 51,520 S.F. 30% OFFICE, 35% MFGR, 35% STORAGE  
15,456 S.F. OFFICE / 200 S.F. = 77 STALLS = 35%  
18,032 S.F. MFGR / 500 S.F. = 36 + 6 = 42 STALLS  
18,032 S.F. STORAGE / 2,000 S.F. = 9

TOTAL PARKING REQUIRED

TOTAL PARKING REQUIRED 128 STALLS  
TOTAL PARKING PROVIDED 128 STALLS - OF WHICH / 5 REQUIRED AS H.C. ACCESSIBLE STALLS.

OCCUPANCY LOADS:

SET 1 EXIT SIGN @ FRONT VESTIBULE DOOR / 1 EXIT SIGN @ REAR MAN DOOR OF EACH BAY. (SET FRONT EXIT SIGN WHEN VESTIBULE IS CONSTRUCTED)

REQUIRED PLUMBING FIXTURES:

EACH BAY TO HAVE 2 TOILET ROOMS ROUGHED IN. REVIEW EACH INT. BUILD OUT ON A PER PROJECT BASIS.

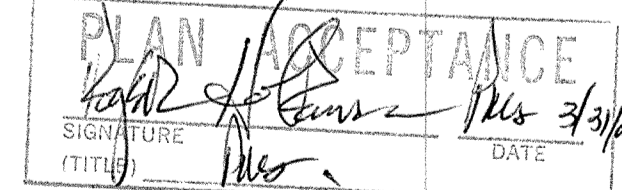
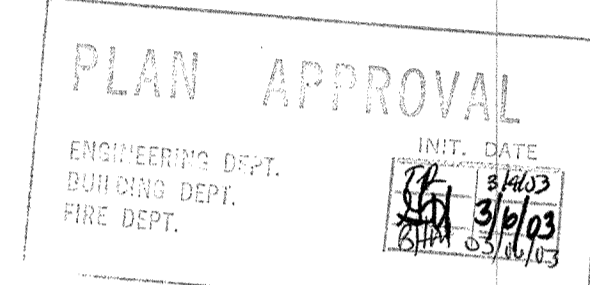
FIRE SPRINKLER SYSTEM:

FIRE SPRINKLER SYSTEM REQUIRED - OFFICE SPACE OVER 8,500 S.F.

LANDSCAPING NOTES:

- NO EXISTING SIGNIFICANT TREES ON SITE, ALL LESS THAN 6" DIA.
- OWNER & G.C. TO MAINTAIN LANDSCAPE MATERIALS TO COMPLY WITH THE FOLLOWING STANDARDS:
  - ALL DISTURBED AREAS REQUIRE PLANTINGS OR SOD.
  - ALL PLANTING & SOD AREAS TO HAVE LAWN SPRINKLER IRRIGATION.
  - PLANTING AREAS TO HAVE ROCK MULCH & BLACK PLASTIC EDGING.
  - SOD MUST BE PLACED OVER 4" OF NATIVE BLACK CLAY TOPSOIL.
  - MUST BE PLACED TO THE EDGE OF THE ROAD.

Which shall contain no more than 35% sand.



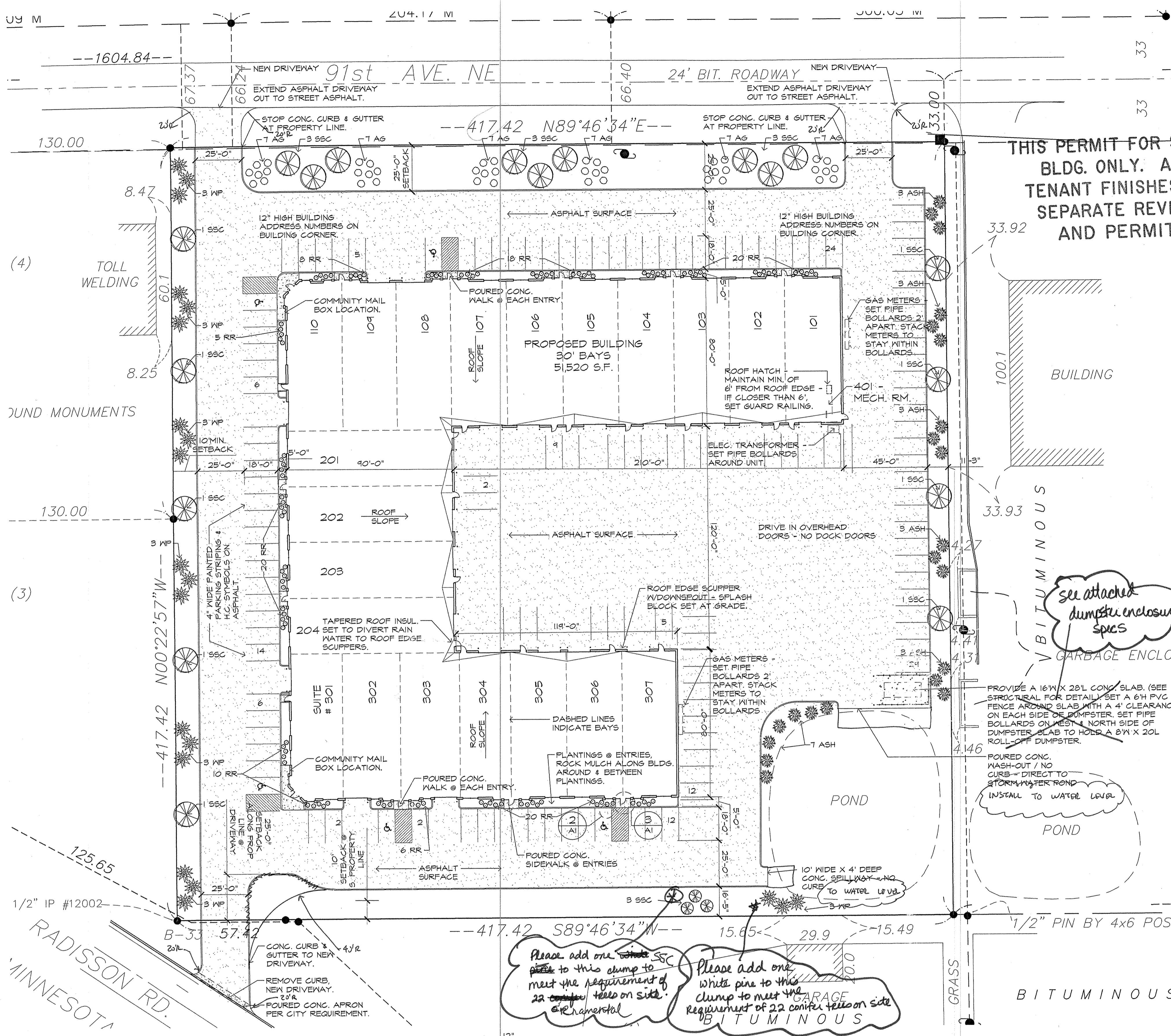
THERE SHALL BE NO CHANGES MADE TO THESE PLANS WITHOUT THE CITY OF BLAINE PLANNING DEPARTMENT APPROVAL.

All signage issued under separate permit

REVISION #1  
CITY COMMENTS  
1-15-03

LANDSCAPING MATERIAL SCHEDULE						
SYMBOL	ITEM	COMMON NAME	BOTANICAL NAME	QUAN.	MATURE HEIGHT	REMARKS
SSC	SPRINGSNOW CRABAPPLE	MALUS "SPRINGSNOW"		22	15'-20'	2 1/2" C., B4B
RR	RUGOSA PURPLE PAVEMENT ROSE	'ROTES MEER'		101	3'	5-GAL
AG	ARBORVITAE, GLOBE	THUJA OCCIDENTALIS 'GLOBE'		42	3'	24", B4B
ASH	GREEN ASH	FRAXINUS PENNSYLVANIA LANCEOLATA		22	40'-50'	2 1/2" C., B4B
WP	WHITE PINE	PINUS STROBUS		22	40'-50'	6' in height

A1 OF 4



see attached dumpster enclosure specs

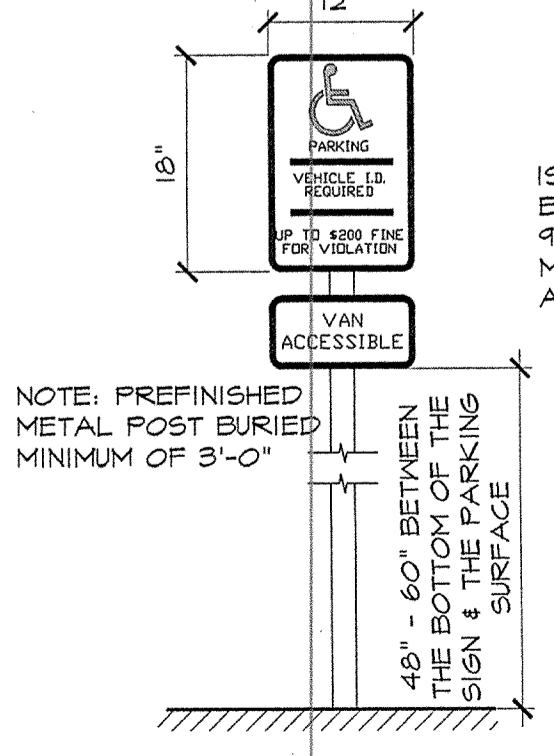
INSTALL TO WATER LEVEL

Please add one white pine to this clump to meet the requirement of 22 conifer trees on site.

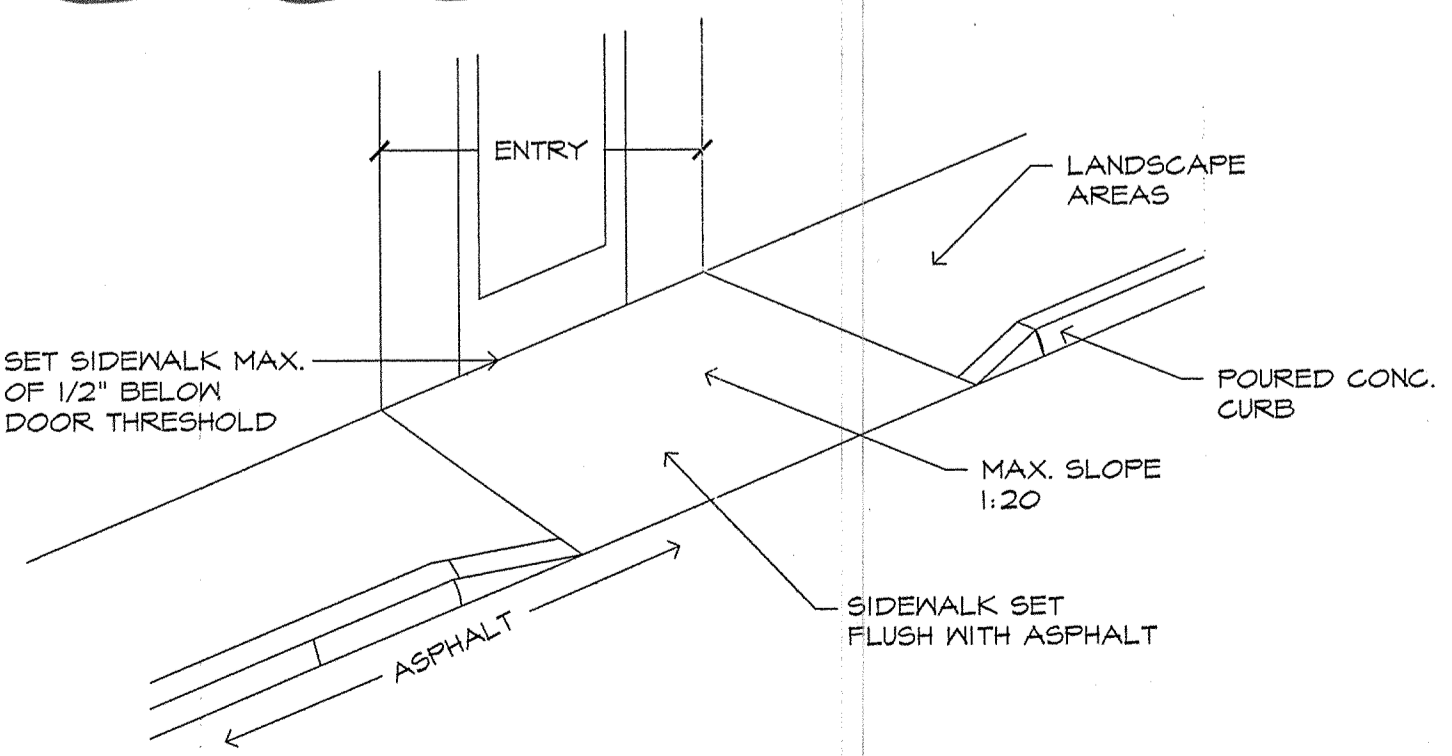
Please add one white pine to this clump to meet the requirement of 22 conifer trees on site.

1 SITE PLAN  
SCALE: 1" = 30'-0"

- GENERAL NOTES:
- REVIEW CIVIL DRAWINGS FOR GRADING & UTILITIES
  - TRASH KEPT WITHIN EACH SPACE.
  - POURED CONC. CURB & GUTTER AROUND ALL ASPHALT AREAS WITHIN PROPERTY. CURB TO STOP AT DRIVEWAYS ONTO STREETS.
  - ASPHALT DESIGN PER CIVIL ENGINEERING DRAWINGS.
  - NO EXTERIOR PARKING LOT LIGHT POLES, WALL MOUNTED LIGHT FIXTURES.
  - SIGNAGE FOR SITE BY OWNER.



2 H.C. SIGN DETAIL  
SCALE: 3/4" = 1'-0"



3 CURB CUT DETAIL - SUITE ENTRY  
NO SCALE

## Parking Analysis Form

Site Address: 1550 91st Ave NE

					Total Spaces Provided	119
Building/ Unit	Business Name	Type of Use	Area (Square Feet)	Parking Ratio	Number of Spaces Required	
101/102	Rainmaster	Warehousing	4,500	1/2,000	2	
103	ISX	Warehousing	2,250	1/2,000	1	
104	Trucking	Warehousing	2,250	1/2,000	1	
105	Sir Plus Sales	Warehousing	2,250	1/2,000	1	
106	Window Cleaning Supply Store	Warehousing	2,250	1/2,000	1	
107/108	Arcade Electric	Warehousing	4500	1/2,000	2	
109	Star Manufacturing	Manufacturing	2250	1/500	4	
110	HokCo	Warehousing	2250	1/2,000	1	
201	Arcade Electric	Warehousing	2250	1/2,000	1	
202/203	Arrow Lift	Warehousing	4,500	1/2,000	2	
204	IGF Coatings	Warehousing	2,250	1/2,000	1	
301	O'Boys Plumbing and Heating	Warehousing	2,250	1/2,000	1	
302	Topline Garage Door	Warehousing	2,250	1/2,000	1	
303	Excel Dent Removal	Auto Repair	2,250	4+ 2 per service bay	12	
304	R and J Enterprise	Warehousing	2,250	1/2,000	1	
305	Elbow Room 4	Unclear	2,250		5	
306/307	Moh's Auto Body Specialty Shop	Auto Repair	4,500	4 + 2 per service bay	24	
Assuming each tenant has 10% office space			5,250	1/250	21	
					Total Spaces Required (Rounded Up)	82

**CITY OF BLAINE**

**RESOLUTION NO. 10-107**

**GRANTING A CONDITIONAL USE PERMIT  
PER SECTION 31.04 (e) OF THE ZONING ORDINANCE  
OF THE CITY OF BLAINE  
DANNY BONETE  
1550 91<sup>st</sup> AVENUE NE, #306**

**WHEREAS**, an application has been filed by Danny Bonete as conditional use permit Case File No. 10-0029; and

**WHEREAS**, a public hearing has been held by the Blaine Planning Commission on August 11, 2010; and

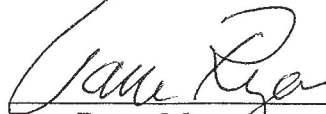
**WHEREAS**, the Blaine Planning Commission recommends said conditional use permit be approved; and

**WHEREAS**, the Blaine City Council has reviewed said case on September 2, 2010.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 31.04 (e) of the zoning ordinance to operate an automotive repair shop (passenger vehicle service) in an I-1 (Light Industrial) zoning district at 1550 91<sup>st</sup> Avenue NE, Suite #306 based on the following conditions:

1. No work pertaining to the business can be conducted outside.
2. Inside use of the building must comply with all fire and building codes. The applicant shall obtain a Certificate of Occupancy through the Building Department prior to occupying the building.
3. No serviced vehicles may be stored outdoors.
4. No auto body or auto painting work shall be permitted.

**PASSED** by the City Council of the City of Blaine this 2<sup>nd</sup> day of September 2010.

  
\_\_\_\_\_  
Tom Ryan, Mayor

ATTEST:

  
\_\_\_\_\_  
Catherine B. Ekstrand, CMC, Deputy City Clerk

COUNCIL ACTION: 10-211



**City of Blaine**  
**Anoka County, Minnesota**  
**Signature Copy**

Blaine City Hall  
10801 Town Sq Dr NE  
Blaine MN 55449

**Resolution: RES 19-81**

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**File Number: RES 19-81**

**GRANTING A CONDITIONAL USE PERMIT TO OPERATE AN AUTO  
REPAIR, DETAILING AND TUNING BUSINESS IN AN I-1 (LIGHT  
INDUSTRIAL) ZONING DISTRICT LOCATED AT 1550 91ST AVENUE  
NE. (MOH'S PERFORMANCE MOTORSPORT) (CASE FILE NO.  
19-0013/EES)**

**WHEREAS**, an application has been filed by Moh's Performance Motorsport as Conditional Use Permit Case File No. 19-0013; and

**WHEREAS**, a public hearing has been held by the Blaine Planning Commission on May 14, 2019; and

**WHEREAS**, the Blaine Planning Commission recommends said Conditional Use Permit be approved; and

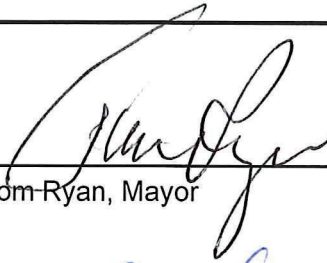
**WHEREAS**, the Blaine City Council has reviewed said case on June 3, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine that a Conditional Use Permit is hereby approved per Section 31.00 of the Zoning Ordinance to operate an auto repair, detailing and tuning business in an I-1 (Light Industrial) zoning district based on the following conditions:

1. No work pertaining to the business can be conducted outside.
2. All serviced vehicles shall be stored indoors at all times.
3. No vehicles shall be stored outside at any time.
4. Work is limited to auto tuning, repair, detailing.
5. If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required.

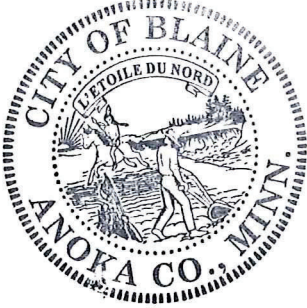
**PASSED** by the City Council of the City of Blaine this 3rd day of June, 2019.

Signed by

  
\_\_\_\_\_  
Tom Ryan, Mayor

Date

6-3-19



Attest by

  
\_\_\_\_\_  
Catherine Sorensen, CMC, City Clerk

Date

6-3-19



## City of Blaine

10801 Town Square Drive NE  
Blaine MN 55449-8100  
City Hall 763-784-6700 | [BlaineMN.gov](http://BlaineMN.gov)

# FINAL NOTICE OF VIOLATION

**March 23, 2026**

Property Manager: <b>Doug Portlance</b> <b>Cornerstone Association</b> Treasurer <b>1550 91<sup>st</sup> Ave NE</b> <b>Suite 305</b> <b>Blaine, MN 55449</b>	Location of CUP request: <b>MN Performance</b> <b>1550 91<sup>st</sup> Ave NE</b> <b>Suite 307</b> <b>Blaine, MN 55449</b>	Owner of 307: <b>Moh's Export and Import</b> <b>5762 213<sup>th</sup> St N</b> <b>Forest Lake, MN 55025</b>	Owner of 306: <b>HYB Property Inc</b> <b>1301 Mississippi St NE</b> <b>STE A</b> <b>Fridley, MN 55432</b>
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**Case Number:** C26-0087

**Inspection Location:** Parking area

**Inspection dates:** 12/9/25, 12/17/25, 12/31/25, 1/6/25, 3/18/26

MN Performance is currently operating under a Conditional Use Permit (CUP) Resolution 19-81, which permits auto repair, detailing and tuning. There are 5 conditions listed in the resolution that apply to the operations of this business in suite 307 Condition 5 specifically states "If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required". After violation notices were sent to MN Performance, they applied for a CUP amendment to expand into the neighboring suite (306).

At the January 5<sup>th</sup> City Council meeting, Council voted to table the request due to outstanding violations of the CUP and City Code. After noting the applicant's limited efforts to comply with city ordinances and CUP conditions - despite numerous communications and interactions with code enforcement staff - the Council denied the CUP amendment at the March 16<sup>th</sup> meeting and directed staff to continue enforcement efforts.

**Based on current violations, you have the following two options:**

1. Cease all auto repair-related operations within Suite 306 and remove all passenger vehicles currently stored on the property. Ensure full compliance with all conditions outlined in the 2019 CUP.

**OR:**

2. Submit an application for a CUP amendment by April 6, 2026 to request expansion into suite 306 and include the outdoor storage of passenger vehicles. Instructions for applying, along with required submittal materials, are provided in this notice and the attached handout. As previously noted, the conditions of the Conditional Use Permit (CUP) approved in 2019 for 1550 91<sup>st</sup> Ave Suite 307 are not being met under the current operations of MN Performance. The violations are as follows:



## City of Blaine

10801 Town Square Drive NE

Blaine MN 55449-8100

City Hall 763-784-6700 | [BlaineMN.gov](http://BlaineMN.gov)

Condition 2: “All serviced vehicles shall be stored indoors at all times”

- **Adjacent tenants and staff have observed that there has been outside storage of vehicles in various states of disrepair around the building and parked in the shared parking area.**

Condition 3: “No vehicles shall be stored outside at any time.”

- **On several occasions, both staff and adjacent tenants have observed vehicles being stored outside and around the tenant’s space.**

Condition 5: “If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required.”

- **The CUP amendment to allow for the expansion of the business into 306 was denied. No auto repair or related activity can be conducted in suite 306 until a CUP amendment is applied for and obtained.**

**This property is zoned I-1 (Light Industrial), and outdoor storage of vehicles is a conditional use in this zoning district. Outdoor storage areas must be screened with 100% opaqueness.**

The Conditional Use Permit amendment application consists of a \$700 non-refundable application fee.

The following items are required:

1. Narrative detailing the request, including any proposals to have vehicles stored outside.
2. Floor plan of 306 and 307
3. Signed property owner consent form. Consent is needed from both owners of the tenant spaces as well as a representative of the Condo Association (or 50% of the suite owners).
4. Site plan showing where the outdoor storage area will be located, the proposed number of vehicles that will be stored at any one time, and include which parking spaces will be occupied.
5. Proposed plans to screen the area with 100% opaqueness.
6. Parking plan showing the square footage of all tenant spaces and uses to ensure parking requirements are being met and parking is available for all of the tenants on the property. A parking calculation form is attached. This will need to be filled out and included in your application submission.

Conditional Use Permit applications require a public hearing before the Planning Commission and subsequent consideration by the City Council. The review process typically takes 60-90 days.

**Failure to comply with City ordinances will result in the issuance of citations and may lead to the revocation of the existing 2019 CUP. Revocation of the 2019 CUP would prohibit the operation of an auto repair business in suite 307 (as stated earlier, the CUP for auto repair in 306 was denied, and no auto repair or related activity shall occur in that suite, unless a CUP is applied for). Please note that citations will be issued to the owners of suites 307 and 306.**



## City of Blaine

10801 Town Square Drive NE

Blaine MN 55449-8100

City Hall 763-784-6700 | [BlaineMN.gov](http://BlaineMN.gov)

The CUP must be applied for by **April 6, 2026** and must include all aspects of the request, including any proposals for the outside storage of vehicles, as outlined above.

Please contact Alex Koberoski at [akoberoski@blainemn.gov](mailto:akoberoski@blainemn.gov) or 763-717-2748 if you would like to schedule a meeting with code enforcement, planning, and building inspection staff.

Sincerely,

A handwritten signature in grey ink, appearing to read 'Alex Koberoski', is written over a light blue horizontal line.

Alex Koberoski  
Assistant Planner



## City of Blaine

10801 Town Square Drive NE

Blaine MN 55449-8100

City Hall 763-784-6700 | [BlaineMN.gov](http://BlaineMN.gov)

## VIOLATION PICTURES

Picture taken Dec 9, 2025



Picture taken Dec 31, 2025





## City of Blaine

10801 Town Square Drive NE

Blaine MN 55449-8100

City Hall 763-784-6700 | [BlaineMN.gov](http://BlaineMN.gov)



**Picture taken Dec 31, 2025.** Note the number of vehicles covered in snow and the amount of vehicles behind the building.



**Picture taken March 18, 2026.** Note the three vehicles have been parked in the same spot since December 2025.



## City of Blaine

10801 Town Square Drive NE

Blaine MN 55449-8100

City Hall 763-784-6700 | [BlaineMN.gov](http://BlaineMN.gov)

**Picture taken March 18, 2026.** There are several vehicles parked behind the building and covered in snow, indicating they have not been moved in some time.

This is consistent with pictures taken in December 2025.



**Picture taken March 18, 2026.**





**City of Blaine**  
**Anoka County, Minnesota**  
**Signature Copy**

Blaine City Hall  
10801 Town Sq Dr NE  
Blaine MN 55449

**Resolution: RES 19-81**

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**File Number: RES 19-81**

**GRANTING A CONDITIONAL USE PERMIT TO OPERATE AN AUTO  
REPAIR, DETAILING AND TUNING BUSINESS IN AN I-1 (LIGHT  
INDUSTRIAL) ZONING DISTRICT LOCATED AT 1550 91ST AVENUE  
NE. (MOH'S PERFORMANCE MOTORSPORT) (CASE FILE NO.  
19-0013/EES)**

**WHEREAS**, an application has been filed by Moh's Performance Motorsport as Conditional Use Permit Case File No. 19-0013; and

**WHEREAS**, a public hearing has been held by the Blaine Planning Commission on May 14, 2019; and

**WHEREAS**, the Blaine Planning Commission recommends said Conditional Use Permit be approved; and

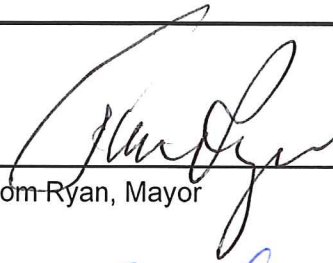
**WHEREAS**, the Blaine City Council has reviewed said case on June 3, 2019.

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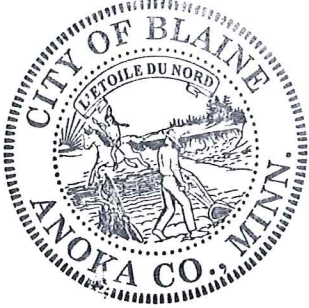
**PASSED** by the City Council of the City of Blaine this 3rd day of June, 2019.

Signed by

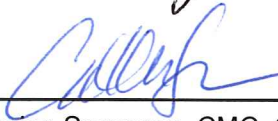
  
\_\_\_\_\_  
Tom Ryan, Mayor

Date

6-3-19



Attest by

  
\_\_\_\_\_  
Catherine Sorensen, CMC, City Clerk

Date

6-3-19



# PLANNING APPLICATION PROCESS

10801 Town Square Drive NE, Blaine MN 55449

Planning Department

phone: 763-785-6180 | [BlaineMN.gov](http://BlaineMN.gov)

Blaine

## STEP 1 – Prepare

### Requirements for a Planning Application Submittal

Before starting the application process, contact the Planning Department at 763-785-6180 to discuss your proposal. A planner will inform you of specific documents required for your application based on the nature of your request. The next pages outline the documents generally required for each type of application. Documents should be uploaded in PDF format.

## STEP 2 – Log in to Account

Are you a New User?

- If no, continue to Step 3.
- If yes, please select Register as a New User.

Having trouble creating an account? Detailed directions are provided at the following link: <https://www.blainemn.gov/iMSHelp>

## STEP 3 – Apply

Once you have gathered the necessary documents, you are ready to begin the online application process. <https://www.blainemn.gov/iMS>

The application will prompt you for the following items. Items marked with an asterisk must be uploaded to continue the application.

1. Architectural Plans
2. Civil Plans
3. Landscape Plans
4. Project Narrative\*
5. Property Owner Authorization\*
  - a. This may be a letter signed by the property owner or a completed copy of the <https://www.blainemn.gov/OwnerConsent>
6. Wetland Documentation

## STEP 4 – Review and Payment

Fee & Review Process [Fee Schedule \(PDF\)](#)

- Application fees depend on the approvals requested. Application fees are non-refundable.
- Applications must be submitted by the designated [deadlines](#) to be included on the upcoming planning commission agenda.
- Planning applications, other than release of development agreements, require a public hearing before the planning commission. All applications require the approval of the city council.
- You will receive communication regarding the status of your application within 15 business days of submitting the application.



# Owner Consent

10801 Town Square Drive NE, Blaine MN 55449  
Planning Department  
phone: 763-785-6180 | [BlaineMN.gov](http://BlaineMN.gov)

Blaine

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Owner Name: \_\_\_\_\_

I, \_\_\_\_\_ (name), am the owner of the above list property and authorize \_\_\_\_\_ (name of applicant) to submit the selected applications.

- Permanent Sign Permit
- Temporary Sign Permit  
*Number of weeks: \_\_\_\_ (max 4 weeks per calendar year)*
- Special Event Sign Permit  
*Number of weeks: \_\_\_\_ (max 2 weeks per calendar year)*
- Site Plan Approval
- Conditional Use Permit (or extension)
- Preliminary or Final Plat (or extension)
- Administrative Subdivision
- Variance
- Rezoning
- Conditional Use Permit Amendment
- Release of Development Agreement
- Comprehensive Plan Amendment
- Other (please describe) \_\_\_\_\_

\_\_\_\_\_  
Owner (please print)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date



Any change in use requires an associated parking analysis to ensure there is available parking on-site to accommodate the proposed use. For multi-tenant buildings, a change in use for one tenant requires a comprehensive parking analysis that ensures all tenants have available parking to accommodate all uses in the building.

### Common Parking Ratios

Restaurants	<ul style="list-style-type: none"><li>• 1 space per 100 square feet of floor area, (excluding bar area and kitchen area),</li><li>• 1 space for each 40 square feet of bar area</li><li>• 1 space for each 200 square feet of kitchen area.</li><li>• If no dining provided, at least 1 space per 275 square feet of public pick-up area.</li></ul>
Office (excluding medical)	1 space per 250 square feet
Medical Office	1 space per 150 square feet
Banks	1 space per 400 square feet
Automobile repair	4 parking spaces, plus 2 per service bay
Fitness Centers	1 space per 300 square feet
General retail	1 space for each 200 square feet of floor area
Manufacturing	1 space per 500 square feet
Warehouse	1 space per 2,000 square feet or 1 space for every two employees, whichever is greater

(Refer to section 129-13(8) if your use is not listed, or contact a planner)

**Instructions and example:**

1. Count the total number of parking stalls on the property
2. Insert building number/ suite number
3. Insert business name
4. Insert use category
5. Insert square footage
6. Use the parking ratio that corresponds to the specific use of each tenant and calculate the parking needs.

					Total Spaces Provided	40
Building / Unit	Business Name	Type of Use	Area (Square Feet)	Parking Ratio	Number of Spaces Required	
100	Kathleen's Karate	Fitness	2,000	1:300	6.6 = 7	
101	Billy's Banking	Bank	5,000	1:400	12.5 = 12	
102	Alisson's Accounting Services	Professional Office	3,000	1:250	1.2 = 1	
103	Mason's Machine Parts	Manufacturing	5,000	1:500	10	
					Total Spaces Required	30

Note on calculations:  
 If the number of parking spaces required results in a requirement of a fractional space, any fraction of one-half or less may be dropped, while a fraction in excess of one-half shall be counted as one parking space.

# Parking Analysis Form

Site Address:

<b>Total Spaces Provided</b>	
------------------------------	--

Building/ Unit	Business Name	Type of Use	Area (Square Feet)	Parking Ratio	Number of Spaces Required

<b>Total Spaces Required (Rounded Up)</b>	
---	--

Cornerstone Association  
1550 91<sup>st</sup> Ave Ne  
Blaine, MN 55449

5/11/2025

City of Blaine – Planning & Community Development  
10801 Town Square Drive NE  
Blaine, MN 55449

Re: Opposition to Conditional Use Permit Amendment

To Whom It May Concern,

I am writing again on behalf of the Cornerstone Association to formally oppose the Conditional Use Permit amendment request to expand Minnesota Performance into Suite 306. It is our understanding that this expansion has already occurred without approval from either the Association or the City of Blaine, which is a direct violation of the original CUP approval terms.

In addition, we strongly oppose the request for outside storage of six additional passenger vehicles.

The proposed expansion and increased vehicle storage are inconsistent with the Association's governing bylaws and conflict with the zoning regulations applicable to the Light Industrial district in which the property is located. These bylaws and zoning standards were established to preserve operational consistency, appearance standards, business compatibility, and the overall functionality of the district.

As outlined in the CIC Rules and Regulations, Article 7.01 that the units are intended for general office and warehouse purposes only. Furthermore, the original CUP approval was specifically limited to Suite 307. This limitation was an important consideration for neighboring owners who supported the original request, as it provided a buffer between Minnesota Performance and adjacent units.

Since the expansion into adjoining Suite 306, the owner of Suite 305 has experienced significant disruptions, including excessive noise, strong exhaust and gasoline odors, vibrations from revving vehicles, and parking spaces being occupied by additional vehicles associated with the business operations.

Regarding parking at Cornerstone, there are 72 parking spaces located in front of the building, including four handicap-accessible spaces. With 21 units in the association, this averages to approximately three parking spaces per unit for normal business use.

In addition, there are 21 parking spaces along the west side of the property designated for trailer or equipment parking. In some cases, unit owners may also park one vehicle behind their unit near the garage door, if applicable. Altogether, this provides roughly five parking spaces per unit.

Because parking is already limited, any unit owner using more than their fair share of spaces directly impacts other businesses operating within the association. To help manage this, the association maintains parking rules and regulations designed to limit overcrowding and ensure fair access for all owners and tenants. Allowing additional vehicles beyond these limits would likely create further congestion and conflict within the parking lot affecting multiple businesses. The association's adopted parking rules and regulations are attached for reference.

In conclusion, the Association believes the requested CUP amendment is incompatible with both the governing documents of the Cornerstone Association and the intended use standards of the Light Industrial zoning district. The unauthorized expansion into Suite 306, combined with the proposed increase in outside vehicle storage, has already created measurable negative impacts on neighboring unit owners and common area operations. For these reasons, the Cornerstone Association respectfully requests that the City deny the CUP amendment request in its current form.

See attachments

Thank you for your time and consideration

Sincerely,

Cornerstone Association Board  
1550 91<sup>st</sup> Ave Ne  
Blaine, MN 55449



Notice unit numbers 307 and 306 there is a total of 6 vehicles in the back courtyard.



Notice the trailer parked in front of building utility meters and additional cars.



**CORNERSTONE ASSOCIATION  
PARKING PERMIT APPLICATION, QUALIFICATIONS  
AND RULES AND REGULATIONS  
Revised June 2011**

Prior to parking any motorized vehicle and/or trailer, including but not limited to scooters, motorcycles, cars, vans, trucks, sport utility vehicles, RVs, Winnebagos, or campers (hereinafter "Equipments") or Equipments loaned by employees to their respective employers, operable Equipments brought in for repairs and/or Equipments used by business owners in their respective job sites or out of town business activities ("Transient Equipments") on any portion of the common elements within Cornerstone Office Warehouse, Inc. (the "Association"), the owner or tenant must apply for a parking permit, temporary parking permit or special parking permit and comply with the following rules and regulations. Owner shall mean and refer to the record owner of a condominium unit within the Association as defined by the declaration. Tenant shall mean and refer to any party lawfully occupying a condominium unit within the Association pursuant to a lease in compliance with the declaration and any rules and regulations adopted by the Association.

1. Equipments and Transient Equipments parked overnight or longer on the common elements, whether behind or in front of each unit and/or at the designated parking areas, must have a parking permit, temporary permit or special permit issued by the Association hanging on the rearview mirror, which is readily visible from the outside of the Equipments or Transient Equipments. For Equipments or Transient Equipments without a rearview mirror, the parking permit, temporary parking permit or special parking permit must be taped on the side of the Equipments or Transient Equipments and must be readily visible. Owners and Tenants are responsible for ensuring the parking permit, temporary parking permit or special parking permit stays affixed to the Equipments or Transient Equipments and is readily visible. To register Equipments or Transient Equipments for a parking permit, temporary permit or special parking permit, the Owner or Tenant shall provide to the Association a written statement as to the model, make, year, license plate number, plate expiration and general description of the Equipments or Transient Equipments and shall also certify that the Equipments or Transient Equipments will be used in compliance with the requirements of the applicable permit. To register, the Owner or Tenant shall also provide an email address whereby notice of any parking issues or violations may be promptly received by such Owner or Tenant.
2. To qualify for a parking permit, Equipments must be used primarily to carry out the business activities of the Owner or Tenant. Parking permits shall automatically renew annually, except as stated herein. Notwithstanding the foregoing, at the discretion of the Board, upon notice to the Owner or Tenant, parking permit applications shall be re-submitted, from time to time, to ensure accurate records and notice of ownership and other changes regarding the Equipments. Equipments or Transient Equipments desired to be parked overnight or longer must be parked at the designated parking areas and **must not** be parked in front and/or behind each unit during winter months (November through April). Equipments or Transient Equipments parked at the designated parking areas must not overhang on the curb which blocks the sprinkler heads and may prevent the lawn company to properly mow the lawn. The Board of Directors reserves the right to move Equipments or Transient Equipments parked in the designated parking areas and/or behind and in front of each unit, after actual notice to the Owner or Tenant or after 24 hour email notice to the Owner or Tenant, especially during winter months (November through April each year) or in cases of emergency, without notice to the Owner or Tenant, at the expense of the Owner.
3. Equipments and Transient Equipments must be operable and must have a current year license plate (if applicable) to obtain and/or retain a parking permit, temporary parking permit or special parking permit. Equipments and Transient Equipments, with flat tires or expired plates or which are inoperable, will not be issued any parking permit, temporary parking permit or special parking permit and any previously issued parking permit, temporary parking permit or special parking permit may be revoked upon email notice to the Owner or Tenant by the Association.
4. Transient Equipments may be granted a temporary parking permit for a maximum of ninety (90) days for each calendar year. Temporary and/or Special parking permits will have a colored dot on the temporary parking permit tag.
5. Equipments which are personal in nature such as vehicles, trailers, campers and other motorized vehicles used by employee(s) and/or other parties associated with the Owner or Tenant, to commute to and from work, shall not be parked overnight on the common elements. An Owner or Tenant, their employees or other parties associated with the Owner or Tenant that seeks to park personal equipments overnight or longer, behind or in front of each unit and/or at other designated parking areas, may apply for a special parking permit if the employee(s) and/or other parties associated with the Owner or

Tenant, are sent out of town for training, conferences and other valid reasons to carry out the business activities of the Owner or Tenant, as determined by the Board of Directors in its sole discretion.

6. Equipments or Transient Equipments acquired by an Owner through foreclosure of a unit and/or through collection efforts, intended for sale, may be granted a temporary parking permit by the Association for a maximum of ninety (90) days for each calendar year. The Board may require the Owner to submit reasonable documentation or evidence to prove that the Equipments or Transient Equipments were acquired through foreclosure of a unit or through related collection efforts. Equipments of an Owner or Tenant, which are used for personal and not business purposes, intended for re-sale cannot be parked on the common elements.

7. If misplaced or lost, parking permit, temporary parking permit or special parking permit tags can be re-issued upon request of an Owner or Tenant for a cost of \$10.00.

8. The Board of Directors reserves the right to modify the parking rules and regulations from time to time. Owners and/or Tenants that have properly registered their Equipments or Transient Equipments will be notified via email of the modifications, if any.

9. It will be the responsibility of the Owner to disseminate the Parking Rules and Regulations information to all their respective Tenants, employee(s) and/or other parties associated with the Owner or Tenant, who maybe parking overnight or longer behind and/or in front of each unit and/or at other designated parking areas.

10. The current official towing company of the Association is Shorty's, telephone No. 763-784-1411. Shorty's will periodically inspect the common elements during the night. Equipments or Transient Equipments without readily visible parking permit, temporary parking permit or special parking permit tags will be towed at the expense of the Owner, without notice to the Owner or Tenant.

11. The Association, its Board Members, its officers and its agents are not liable for any damages to Equipments or Transient Equipments or theft while parked on the common elements.

12. Owners are liable for the compliance of their Tenants and/or other parties associated with the Owner(s) or Tenant(s) with these parking rules and regulations. To the extent Owners, Tenants and/or other parties associated with Owner(s) or Tenant(s), are not in compliance with the governing documents for the Association, the Association is permitted, but not required, to refuse to issue or revoke any parking permit, temporary parking permit or special parking permit until the Owner and/or Tenant complies with the governing documents for the Association.

13. The parking Permit Registration and Application form (enclosed with this packet) must be filled out and signed by the Owner(s) or Tenant(s) for each vehicle or equipments that may be parked overnight or longer, behind or in front of each unit and/or other designated parking areas. The form must contain the make, model, year, license plate number, plate expiration month and year and/or other pertinent information regarding the Equipment or Transient Equipment. The completed form must be mailed to:

Cornerstone Association Board  
5776 Matterhorn Drive  
Fridley, MN 55432

Adopted by the Cornerstone Board of Directors, the \_\_\_\_ day of \_\_\_\_\_, 2011.

535473\_1

**COMMON INTEREST COMMUNITY NO. 200**

**A CONDOMINIUM**

**CORNERSTONE OFFICE WAREHOUSE, INC.**

**DECLARATION**

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**THIS DECLARATION** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2005 by HOKCO Investments, LLC, a Minnesota limited liability company, herein called "Declarant," pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

**RECITALS**

Declarant is the owner of the following described real estate located in Anoka County, Minnesota:

That part of the Southwest quarter of the Northeast Quarter of Section 32, Township 31, Range 23, described as beginning at a point on the North Line of said Southwest Quarter of the Northeast Quarter, said point being 1187.42 feet East of the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence South parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 33 feet to the actual point of beginning of the land to be described; thence continuing South along the last described line a distance of 417.42 feet; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet; thence North parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet more or less to a point 33 feet South of the North line of said Southwest Quarter of the Northeast Quarter; thence East along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter to the actual point of beginning, Anoka County, Minnesota.

Abstract Property

("Real Estate")

together with all buildings and improvements now or hereafter constructed or located therein and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said Real Estate.

Declarant wishes to establish the Real Estate as a condominium under the Act.

**NOW THEREFORE**, Declarant declares that the Real Estate is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns, and which shall inure to the benefit of each unit owner, and the heirs, successors and assigns of each unit owner.

#### 1.00 DEFINITIONS

1.01 Words defined in the Act shall have the meaning ascribed to them in the Act. The following are supplemental definitions.

- a. "Association" shall mean Cornerstone Office Warehouse, Inc., a Minnesota nonprofit corporation.
- b. "Board of Directors" or "Board" shall mean the board of directors of the Association.
- c. "Member" shall mean any person or entity holding membership in the Association.
- d. The "Bylaws" of the Association which are incorporated into and made a part of this Declaration by this reference.
- e. "Unit" shall mean any of Units 101 through 110 inclusive, 201 through 204 inclusive and 301 through 307 inclusive within the Building
- f. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Real Estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Unit is being sold by the fee owner to a contract purchaser who is entitled to possession of the Unit, the contract purchaser shall be considered the Owner of the Unit if (a) the rights of the contract seller hereunder are delegated to the contract purchaser under such Contract for Deed; and (b) the Contract Purchaser shall furnish proof of such delegation to the Association.

## 2.00 IDENTITY OF REAL ESTATE AND CIC

2.01 Identity. This Declaration establishes Common Interest Community No. 200, Anoka County, Minnesota, under the name Cornerstone Office Warehouse. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The Real Estate included within this CIC is located in Anoka County, Minnesota and is legally described as follows:

## 3.00 CIC PLAT

3.01 The CIC Plat for this CIC is being recorded simultaneously with, and as a part of, this Declaration.

That part of the Southwest quarter of the Northeast Quarter of Section 32, Township 31, Range 23, described as beginning at a point on the North Line of said Southwest Quarter of the Northeast Quarter, said point being 1187.42 feet East of the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence South parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 33 feet to the actual point of beginning of the land to be described; thence continuing South along the last described line a distance of 417.42 feet; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet; thence North parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet more or less to a point 33 feet South of the North line of said Southwest Quarter of the Northeast Quarter; thence East along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter to the actual point of beginning; Anoka County, Minnesota.

## 4.00 OWNERS ASSOCIATION

4.01 Cornerstone Office Warehouse, Inc. has been incorporated as a Minnesota nonprofit corporation under Minnesota Statutes, Chapter 317A to act as the association of unit owners required by section 515B.3-101 of the Act.

## 5.00 UNITS AND UNIT IDENTIFIERS

5.01 This CIC consists of twenty-one (21) units. The unit identifier of each unit is shown on the CIC Plat.

## 6.00 BOUNDARIES

6.01 The unit boundaries of each unit shall be the walls, floors and ceilings of each unit, as described in further detail in Section 515B.2-102(b) of the Act.

6.02 The boundaries between adjoining units under common ownership by a Member may be relocated pursuant to Section 515B.2-114 and Section 515B.2-113 of the Act.

## 7.00 USE OF UNITS

7.01 Units. Each of the units shall be used only for general office/warehouse purposes (Permitted Uses). The Association may by rules and regulations specify uses which qualify and which do not qualify as and for general office/warehouse purposes hereunder; however, that any change in permitted uses may be made only by amendment as provided for in this Declaration. In no event shall any unit be used for residential purposes. Timeshares are not permitted.

## 8.00 ALLOCATED INTERESTS

8.01 Expenses and Ownership. Each of the units is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association, specified in Exhibit B attached to this Declaration. However, certain expenses may be assessed on a different basis, or against one or fewer than all units, under the following circumstances:

- a. Any common expense associated with the maintenance, repair, or replacement of a limited common element undertaken by the Association may be assessed exclusively against the unit or units to which that limited common element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- b. Any common expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- c. The costs of insurance may be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed in proportion to usage.
- d. Reasonable attorneys fees and others costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of this Declaration, the Bylaws, the Act, or the Rules and Regulations, against an Owner or occupant or their guests, may be assessed against the Owner's unit.

- e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.
- f. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the units existing at the time the judgment was entered, in proportion to their common expense liabilities.
- g. 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.
- h. 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.
- i. 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.
- j. Assessments described in Subsections 8.01.a-h shall not be considered special assessments as described in Section 9.02.

8.02 Formula. The percentage allocation of interests specified in Exhibit B is calculated for each unit by dividing the area of the unit into the total area of all units.

8.03 Voting. Each unit shall have one vote.

## 9.00 ASSESSMENTS

9.01 General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The following subsections 9.02 through 9.04 supplement those provisions.

9.02 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unforeseen or unbudgeted common expense, including without limitation the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-

thirds (2/3) of the voting power of members who are voting in person or by proxy at a meeting duly called for this purpose.

9.03 Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all units not later than 60 days after the conveyance of the first unit to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

- a. Notwithstanding anything in this Declaration to the contrary, the Declarant's liability, and the assessment lien, for common expense assessments other than replacement reserves, on any Unit owned by the Declarant is limited to twenty-five percent (25%) or any greater percentage of any common expense assessment levied, until the Unit or any building in which the Unit is located is substantially completed. Substantial completion shall be evidenced by the issuance of a Certificate of Occupancy in any jurisdiction that may be authorized to issue a Certificate of Occupancy. This reduced assessment shall apply to each Unit owned by the Declarant at the time that the Unit is created.

9.04 Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each unit for the following fiscal year and shall send written notice thereof to each owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each owner.

9.05 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 this Declaration, (ii) any first mortgage on the unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit. Notwithstanding the foregoing, if a first mortgage on a unit is foreclosed, the first mortgage was recorded on or after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, and 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 Section 515B.3-115(a), (b)(1) to (3), (i), and (l) 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.

9.06 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the unit until satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the unit,

including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

#### 10.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

10.01 Common Elements. The Association shall undertake the maintenance and repair of the common elements, the expense of all of which shall be allocated as described in the Act and this Declaration, except that each unit owner will be solely and directly responsible for the expense of replacement of broken glass in windows and doors of such owner's unit. The Association shall have the exclusive right to manage, maintain and alter the common elements.

10.02 Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Real Estate, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Estate or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each unit.

10.03 Personal Property and Real Estate for Common Use. The Association may acquire and hold for the use and benefit of all of the owner's tangible and intangible personal property and real estate and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a unit, provided that an owner may delegate the right of enjoyment of such property to lawful occupants of such unit. A transfer of title to a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a unit under foreclosure shall entitle the buyer to the beneficial interest in such property associated with the foreclosed unit.

#### 11.00 OWNERS' MAINTENANCE

11.01 Upkeep and Maintenance. Each owner shall undertake, at the expense of such owner, the upkeep and maintenance of such owner's unit, and to the extent not otherwise maintained by the Association, of the assigned limited common elements, and each owner shall maintain the same free of hazardous substances or equipment, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other units. Every owner must perform promptly all cleaning, maintenance and repair work within his unit, which, if omitted, would affect another unit or units, being expressly responsible for the damages and liabilities that failure to do so may engender. The Association may from time to time specify reasonable standards for all such maintenance. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional

exterminator, and upon failure of the owner to so do, the Association after reasonable notice may enter the unit with a professional exterminator or other appropriate contractor and take corrective action, charging the owner of such unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building, or impair any easement of hereditament, nor do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.

11.02 Heating. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a unity which might result in damage to an adjoining unit, all owners shall maintain the temperature of their Units, at all times, at least at 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the owner's reasonable control. Any damage resulting from the refusal or failure of an owner so to maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the owner's reasonable control) the cost thereof assessed against the unit of the refusing or failing owner. However, if the failure to maintain such minimum temperature is due to causes beyond the owner's reasonable control, the cost of such repair shall be a common expense. The Association may by rule require units which are unoccupied for substantial periods of time during winter to use alarms which will detect abnormally low temperatures.

## 12.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

12.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:

- a. The Association shall carry workers compensation insurance whenever it has eligible employees.
- b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Association to keep specified coverages in effect for specified period and to notify a holder, insurer or guarantor of any changes to coverage.

12.02 Owner's Individual Policies. Each owner should carry insurance for his or her own benefit insuring personal liability and carpeting, wallcovering, trade fixtures, furniture, furnishings, equipment and other personal property, and fixtures and other real estate supplied or installed by this owner or a previous owner or tenant, except to the extent that the Association in its discretion provides blanket coverage for some or all such items, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.

12.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any owner to the owner's unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if the owner desires the same insured. If the Trustee or mortgagee undertakes the reconstruction or remodeling of a unit as above provided, the same need be restored only to substantially the same condition as the unit was as of the completion of original construction.

12.04 Eminent Domain. As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to any condemnation involving all or any part of this CIC, including the condemnation proceedings, and any negotiations, settlements, or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of owners and mortgage holders.

12.05 Deductibles. The Association may, in the case of a claim for damage to a unit, (i) pay the deductible amount as a common expense, (ii) assess the deductible amount against the units affected in any reasonable manner, or (iii) require the owners of the units affected to pay the deductible amount directly.

### 13.00 ARCHITECTURAL RESTRICTIONS

13.01 Association Control. The Association shall have the exclusive control of the common elements (including limited common elements) and no change shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the written authorization of the Association.

13.02 Windows. No films or coating shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit, without the prior written consent of the Association. All window treatments in a unit which are visible from outside the unit shall be of a light neutral color. The Association may from time to time prescribe one or more specific materials and colors. All window treatments shall be constructed for use as draperies, curtains or blinds, and no sheets or untailed materials shall be used as window coverings at any time.

13.03 Awnings. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills, without the prior written consent of the Association.

13.05 Wiring or Penetrations. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Association.

13.06 Mechanical and Electrical Equipment. No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association. No oil-fired or other combustion type heaters shall be allowed in units.

13.07 Structures on the Common Elements. No building, fencing or other structures which were not part of the original construction, nor any trees, bushes or substantial change in landscaping shall be erected or maintained on the common elements (including limited common elements) except with the written authorization of the Association.

13.08 Antennae. Except with prior written approval of the Association, no exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon the common elements or the exterior of a unit. However, any requirements with respect to satellite receiving antennas one meter or less in diameter shall be reasonable, shall not impair or degrade reception and shall conform to the Federal Telecommunications Act of 1996.

#### 14.00 RENTAL RESTRICTIONS

14.01 Any lease between an owner and a tenant shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease of a unit must be for an entire unit, not a portion thereof. All leases of units shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease of a unit may be for a period of less than thirty (30) days. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use the common rooms and open spaces of the CIC, and no owner shall be permitted the use thereof unless in occupancy of a unit. Other than the foregoing, there shall be no restrictions on the right of any owner to lease a unit.

## 15.00 GENERAL RESTRICTIONS

15.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully occupying the Real Estate. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

15.03 Animals. No pets shall be permitted to be kept on the Real Estate by any owner or occupant.

15.04 Signs. No sign of any kind shall be displayed to the public view on any unit, except:

- a. Designations, in such styles and materials as the Board of Directors shall by regulation approve, of street addresses and names of occupants;
- b. A "For Sale" sign may be displayed provided that it is in such styles and materials as the Board shall by regulation approve; and
- c. Declarant shall be permitted to erect and maintain upon the Real Estate such signs as it deems necessary to advertise the development during the construction and sale periods.

15.05 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other owners, or otherwise create disturbances to the peace and tranquility of the CIC. No nuisance shall be allowed on the CIC nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the CIC by all unit owners.

15.06 Outside Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, outdoor cooking equipment, trash and garbage containers shall not be allowed.

15.07 Vehicle Storage. No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles," tractor/trailers or trucks in excess of 9,000 pounds' gross vehicle weight, or unlicensed or inoperable vehicles shall at any time be stored or parked on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.

15.08 Repair to Vehicles. Save for emergency repairs, no repairs or adjustments to motor vehicles may be carried out on the common elements.

15.09 Landscaping. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees, and flower beds.

15.10 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space.

15.11 No Obstructions. The sidewalks, walkways, halls, passages, entrances, corridors, stairways, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.

15.12 Hazardous Substances. No "Hazardous Substance" as defined by any applicable federal or state environmental law shall be stored or generated on any part of the Real Estate. Notwithstanding the preceding sentence, an owner or tenant of an owner may use or store immaterial amounts of commonly known and used materials which may be deemed Hazard Substances hereunder, provided that any such use or storage (a) does not constitute a remunerative activity of the owner or tenant, (b) is incidental to the owner or such tenant's primary use of the Unit and does not constitute a primary use thereof, and (c) complies at all times with all applicable federal and state environmental laws.

15.13 Non-Interference. No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Board of Directors.

15.14 Cable System Access. In the event the Board of Directors authorizes any sort of master, cable or community television or data system, each owner hereby authorizes access to his or her unit upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such unit, without regard to whether the owner then elects to subscribe to or use such system.

15.16 Rules and Redations. The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonable relating to the enjoyment of the CIC by owners and

occupants, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.

15.17 No Additional Units. Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.

15.18 No Time Shares. Time shares, as defined in the Act, are not permitted in this CIC.

#### 16.00 FIRST MORTGAGEES

16.01 Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

16.02 Notice of Action. Any mortgagee and any insurer or guarantor of a first mortgage on a unit who has advised the Association in writing of its name and address and the address of the unit covered by such mortgage, and in said writing has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under this Declaration, the Bylaws, or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
- c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Section 17.03 below.

16.03 Examination of Books and Records. First mortgagees and holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

16.04 Designation of Representative. Any holder of a first mortgage on a unit may designate a representative to attend meetings of members.

17.00 AMENDMENTS

17.01 Statutory Requirements. The Act specifies the requirements for amending this Declaration.

17.03 Mortgagee Approval. In addition to all other requirements set forth herein, and except when a higher percentage is required by law or this Declaration, amendments to this Declaration of a material nature must be agreed to by unit owners who represent at least 67% of the total allocated votes in the Association and by mortgage holders who have submitted a written request to the Association to be notified of any proposed action requiring consent of mortgage holders, who represent at least 51% of the votes ascribed to units that are subject to mortgages held by such mortgage holders. A change to any of the provisions governing the following matters would be considered material:

- a. voting rights;
- b. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- c. reductions in reserves for maintenance, repair, and replacement of common elements;
- d. responsibility for maintenance and repairs;
- e. reallocation of interests in the general or limited common elements, or rights to their use;
- f. redefinition of any unit boundaries;
- g. convertibility of units into common elements or vice versa;
- h. expansion or contraction of the CIC, or the addition, annexation, or withdrawal of property to or from the CIC;
- i. hazard or fidelity insurance requirements;
- j. imposition of any restrictions on the leasing of units;
- k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. a decision by the Association to establish self management if professional management had been required previously by the holder of a first mortgage on a unit;

- 
- m. restoration or repair of the CIC (after damage or partial condemnation) in a manner other than that specified in this Declaration; or
  - n. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

#### 18.00 WORKING CAPITAL FUND

18.01 Establishment. The Declarant shall establish an Association working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two months' assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected. A contribution from each unit to the working capital fund is measured by two months' assessments but amounts paid into the fund are not advance payments of regular assessments.

18.02 Declarant's Accounting. This working capital fund is the property of the Association, and is not to be confused with any earnest money agreed upon between the Declarant and buyers of units. The Declarant may not use the Association working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. When unsold units are sold, however, the Declarant may reimburse itself from funds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

#### 19.00 MISCELLANEOUS

19.01 Right to Cure. In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.

19.02 Association Acts through Board. The power and authority of the Association as provided in the applicable Statutes, the Declaration, Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action, consent or discretion by the Association shall mean the Board of Directors acting for the Association, unless action by the

vote of the owners, members or mortgagees is expressly required by this Declaration or the Bylaws.

19.03 Notices. Any notice required to be sent to any member of the Association (or owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing. In the case of multiple owners of a unit, notice to any one of such owners shall be deemed notice to all.

19.04 Captions. The headings in this Declaration are intended for convenience only and shall not be given any substantive effect.

19.05 Construction. In the event of an apparent conflict between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his," "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.

19.06 Rights of Action. In addition to all other remedies and rights set forth in the Act, the Association, and any one or more aggrieved Unit Owners, shall have the right of action against Units Owners who fail to comply with the provisions of this Declaration and by Bylaws or the decisions of the Association, and one or more Unit Owners shall also have such rights of action against the Association for any failure to comply with or enforce such provisions.

19.07 Declarant's Rights and Obligations. The Declarant shall enjoy the same rights and shall be deemed to have assumed the same duties with respect to its unsold units in the CIC as any other owner, except as modified or extended by the alternate assessment program and the special declarant rights described in this Declaration.

19.08 Easements.

- a. Whenever in, or whenever by, this Declaration, the Bylaws or the Act, a unit owner, the Association, the Board, or any other person, is authorized to enter upon a unit or the common elements to repair, maintain, restore or reconstruct all or any part of a unit or the common elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted, subject to the terms and conditions of the applicable condominium document relating to such right-of-entry.
- b. Subject to such reasonable rules, regulations and restrictions as may be imposed by the Association, each unit owner and each other occupant of any unit and the employees, agents and invitees of each such unit owner and occupant, including persons making deliveries and pickups, are hereby granted an easement for ingress and egress through all common elements in common with the other unit owners and occupants and the employees, agent and invitees of such person.

Each unit is hereby burdened with and subjected to an easement for ingress and egress through all common elements by persons lawfully using or entitled to the same.

- c. Common elements shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of inspection, upkeep, maintenance, repair and replacement of the common elements.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year recited on the first page hereof.

**HOKCO INVESTMENTS, LLC, A  
LIMITED LIABILITY FAMILY  
COMPANY**

By \_\_\_\_\_  
Jerry Hokanson  
Its: Chief Manager

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF ANOKA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Jerry Hokanson, the Chief Manager of HOKCO Investments, LLC, a Minnesota limited liability company, on behalf of the company

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:

Thomas M. Zappia  
ZAPPIA LeVAHN & HEUER, LTD  
941 Hillwind Rd. N.E., Suite 301  
Minneapolis, MN 55432  
763-571-7721  
FAX: 763-571-7734

**EXHIBIT A**

**COMMON INTEREST COMMUNITY NO. 200  
A CONDOMINIUM  
CORNERSTONE OFFICE WAREHOUSE, INC.**

Allocation of Interest in the Common Elements and the Kind of the Common Expenses

<b>UNIT</b>	<b>SQUARE FEET</b>	<b>PERCENTAGE</b>
101	2305	4.48%
102	2400	4.66%
103	2400	4.66%
104	2400	4.66%
105	2400	4.66%
106	2400	4.66%
107	2400	4.66%
108	2400	4.66%
109	2400	4.66%
110	2400	4.66%
201	2700	5.24%
202	2700	5.24%
203	2700	5.24%
204	2700	5.24%
301	2400	4.66%
302	2400	4.66%
303	2400	4.66%
304	2400	4.66%
305	2400	4.66%
306	2400	4.66%
307	2400	4.66%
<b>TOTAL</b>	<b>51,505</b>	<b>100.00%</b>

**BY-LAWS  
OF  
CORNERSTONE OFFICE WAREHOUSE, INC.**

**ARTICLE I.**

**Name and Location**

The name of the corporation is Cornerstone Office Warehouse, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1550 - 91<sup>st</sup> Avenue Northeast, Blaine, Minnesota 55449, but meetings of members and directors may be held at such places within the State of Minnesota as may be designated by the Board of Directors.

**ARTICLE II.**

**Definitions**

**Section 1.** "*Association*" shall mean and refer to Cornerstone Office Warehouse, Inc., its successors and assigns.

**Section 2.** "*Properties*" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "*Unit*" shall mean any of the Units 101 through 110 inclusive, 201 through 204 inclusive and 301 through 307 inclusive within the Building.

**Section 4.** "*Owner*" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5.** "*Declarant*" shall mean and refer to HOKCO Investments, LLC, a Minnesota limited liability company, its successors and assigns.

**Section 6.** "*Declaration*" shall mean and refer to the Declaration applicable to the Properties recorded or to be recorded in the Office of the County Recorder, Anoka County, Minnesota.

**Section 7.** "*Member*" shall mean the Owner of any Unit. Any Unit Owner shall be entitled to membership in the Corporation.

## ARTICLE III.

### Meeting of Members

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members falls on a weekend or is a legal holiday, the meeting will be held at the same hour on the next business day.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the members.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit.

## ARTICLE IV.

### Board of Directors; Selection; Term of Office

**Section 1. Number.** The affairs of this Association shall be managed by a Board of two (2) Directors until such time that there are seven (7) Unit Owners, at which time a special meeting will be held and a Board of three (3) Directors shall be elected.

**Section 2. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 3. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**Section 4. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V.

### Nomination and Election of Directors

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among Members only.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI.

### Meetings of Directors

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by a resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII.

### **Powers and Duties of the Board of Directors**

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) adopt and publish in a newspaper of general circulation in and for Anoka County, Minnesota, rules and regulations governing the use of the common area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of its Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (ii) send written notice of each assessment to every Owner subject thereto at least twenty (20) days in advance of each annual assessment period; and
  - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any persons, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g) cause the common area to be maintained.

## ARTICLE VIII.

### Offices and Their Duties

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by a two-thirds (2/3) vote of the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

- (a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.
- (b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Associations books to be made by a public accountant to the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE IX.

### Committees

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X.

### Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI.

### Assessments

As specifically provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by the continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any

such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his or her Unit.

## ARTICLE XII.

### Corporate Seal

The Association shall have no corporate seal.

## ARTICLE XIII.

### Amendments

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

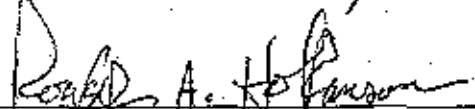
**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

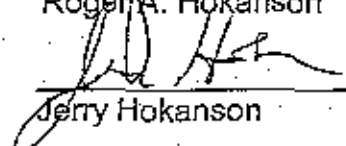
## ARTICLE XIV.

### Miscellaneous

This fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**IN WITNESS WHEREOF**, we, being all of the directors of Cornerstone Office Warehouse, Inc., have set our hands this 1<sup>st</sup> day of February, 2006.

  
\_\_\_\_\_  
Roger A. Hokanson

  
\_\_\_\_\_  
Jerry Hokanson

Bret Hokanson  
Bret Hokanson

Brian Hokanson  
Brian Hokanson

David Hegedus  
David Hegedus

**CERTIFICATION**

The undersigned, does hereby certify:

**THAT** I am the duly elected and acting secretary of Cornerstone Office Warehouse, Inc., a Minnesota nonprofit corporation; and

**THAT** the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of February, 2005

**IN WITNESS WHEREOF**, I have hereunto subscribed my name this 1st day of February, 2004.

Brian Hokanson  
Brian Hokanson  
Secretary

**RULES AND REGULATIONS  
OF  
CORNERSTONE OFFICE WAREHOUSE**

1. The sidewalks, entries, passages, court corridors, stairways and elevators shall not be obstructed by Unit Owner, its employees or agents, or used by them for any purpose other than ingress and egress to and from the Premises. Any damage done to the Building or the Project by taking in or removing any equipment or from overloading any floor in any way shall be paid by Unit Owner. Defacing or injuring in any way any part of the Building by Unit Owner, its agents, employees, contractors, licensees or invitees shall be paid for by Unit Owner.

2. Unit Owner will refer all contractors' representatives and installation technicians rendering any service on or to the Premises for Unit Owner to Association for Association's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Such approval, if given, shall in no way make Association, a party to any contract between Unit Owner and any such contractor or technician, and Association shall have no liability therefor.

3. No furniture shall be placed in front of the Building or in any lobby or corridor or on the loading dock without written consent of Association.

4. Association shall have the right to designate parking areas for the use of the Unit Owners of the Building and their employees, and Unit Owner and its employees shall not park in parking areas not so designated, specifically including driveways, fire lanes, loading/unloading areas, walkways, visitor parking areas and building entrances. Unit Owner agrees that upon written notice from Association, it will furnish to Association, within five (5) days after receipt of such notice, the state automobile license numbers assigned to the automobiles of Unit Owner and its employees. Association shall not be liable for any vehicle of Unit Owner or its employees in the event that the Association may have towed such vehicle from the Common Areas when parked in violation of the provisions hereof. Association will not be liable for damage to vehicles in the parking areas or for theft of vehicles, personal property from vehicles, or equipment of vehicles.

5. Unit Owner shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other Unit Owners, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon the Building or any part thereof, or conflict with any rules and ordinances of the local Board of Health or any other governing bodies.

6. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in the Building, shall be covered or obstructed by Unit Owner.

7. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse by Unit Owner, its agents, employees, contractors, licensees or invitees shall be paid for by Unit Owner.

8. No shades, draperies or other window coverings are allowed in the Premises except for building standard items approved by Association. Outside awnings approved by Association may be installed by Unit Owner.

9. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.

10. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by Unit Owner, its agents, employees, contractors, licensees or invitees, shall be replaced or repaired and put in order by Unit Owner under the direction and to the satisfaction of Association, and on removal shall be left whole and in good order.

11. Smoking is prohibited in all common areas

Association \_\_\_\_\_  
Unit Owner \_\_\_\_\_



# City of Blaine Staff Report

File Number: 2026-205

Agenda Date	Status
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May 12, 2026

In Control	File Type
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Planning Commission

Report

**Public Hearing** - Shawn Kaye, Planner

## Agenda Item # 4.2

Case File No. 26-0016 // Matt and Molly Gamble // 11770 Lexington Avenue NE

The applicant is requesting a conditional use permit to allow a 3,000 square-foot attached garage (accessory building) in a Farm Residential (FR) zoning district.

## Background

Zoning	Farm Residential (FR)
Land Use	Low Density Residential (LDR)
Area	21.21 acres
Applicable Regulations	Sections 101.4 and 109.53 (11)
Attachments	Zoning and Location Map Site Survey Floor Plan Building Elevations Narrative
Schedule	Planning Commission: May 12, 2026 City Council: June 1, 2026

Staff report prepared by Shawn Kaye, Planner and Teresa Barnes, Project Engineer

### Executive Summary

#### Zoning

The property is zoned Farm Residential (FR) and has a Low Density Residential (LDR) land use designation.

#### Surrounding Zoning and Uses

The adjacent property to the north is zoned FR and has a single-family home. The property to the south is zoned R-1 and is the location of Bridgewood Community Church. The property to the west is zoned Residential Flex (RF) and is owned by the City of Blaine (wetlands).

### Existing Conditions

The property is currently vacant.

### History

There are no previous approvals on this parcel.

## **Evaluation of Request**

### Site Plan

The applicant is proposing to construct an attached 3,000 square foot garage with the construction of their new home. The proposed garage will be used for indoor storage of equipment required for their children's athletic activities and personal storage. The garage will meet all setbacks and standards for this zoning district. The submitted building elevations show a garage door on the rear elevation. This space, if finished as accessory building space, will count towards the total of 3,000 square feet.

In the FR zone, total accessory structure building space is limited to 1,200 square feet or 3,000 square feet with a conditional use permit.

### Architecture

The proposed garage must match architecturally with the home. The submitted plans indicate the garage will be compatible with the proposed construction of the new home.

### Tree Preservation

The applicant will need to meet tree preservation requirements with the construction of the home.

### Grading/Storm Drainage

The property owner will be required to submit a complete Certificate of Survey that shows the location of the proposed structure(s), the associated well and septic system and the driveway with required grading to ensure maintenance of storm water drainage prior to discharge into the adjacent wetland area.

As-built surveys, a foundation as-built and a final grading as-built, shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.

### Utilities

The proposed structure(s) will be served via a new well and septic system; approval of both the well and septic system will be required to be obtained through a permit from the Building Department.

### Wetlands/Watershed

An application has been made to the Rice Creek Watershed District and the property owner will continue to work with the district to meet any and all requirements.

The property has several large wetland areas that the property owner understands cannot be disturbed. The proposed driveway will pass by the end/edge of one area; grading will be completed to ensure that storm water runoff passes through vegetated areas prior to discharge into the wetland area.

### Access/Street Design/Sidewalks/Trails

Access to the property will occur from Lexington Avenue. The property owner has received written approval from Anoka County to construct the new driveway at the location of an existing old driveway. No additional street design, sidewalks or trails are required.

### Easements/Right-of-way/Permits

The property owner will need to obtain all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

### Conditional Use Permit

A city exercises "quasi-judicial" authority when considering a CUP application. This means the city's role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

Section 101.04 Criteria for granting conditional use permits:

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable. (Ord. No. 20-2447, 7-20-2020)

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
  - o The construction of a 3,000 sf attached garage will not create an excessive burden on existing parks, schools, or streets.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
  - o The proposed home and attached garage will be located approximately 500 feet from Lexington Avenue, and will be consistent with other properties in the area that have larger accessory structures. The attached garage will be compatible with adjacent properties.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
  - o The attached garage will be constructed to match the proposed home, and therefore will not have an adverse effect upon adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
  - o The FR district is intended to preserve natural and agricultural uses and promotes orderly development in areas of the City where urban services are not presently available. The larger accessory building use is consistent with other FR properties. Therefore, the use is consistent with the zoning code.
6. The use shall not be in conflict with the comprehensive plan of the City.
  - o The use is not in conflict with the LDR designation in the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
  - o The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.

- The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

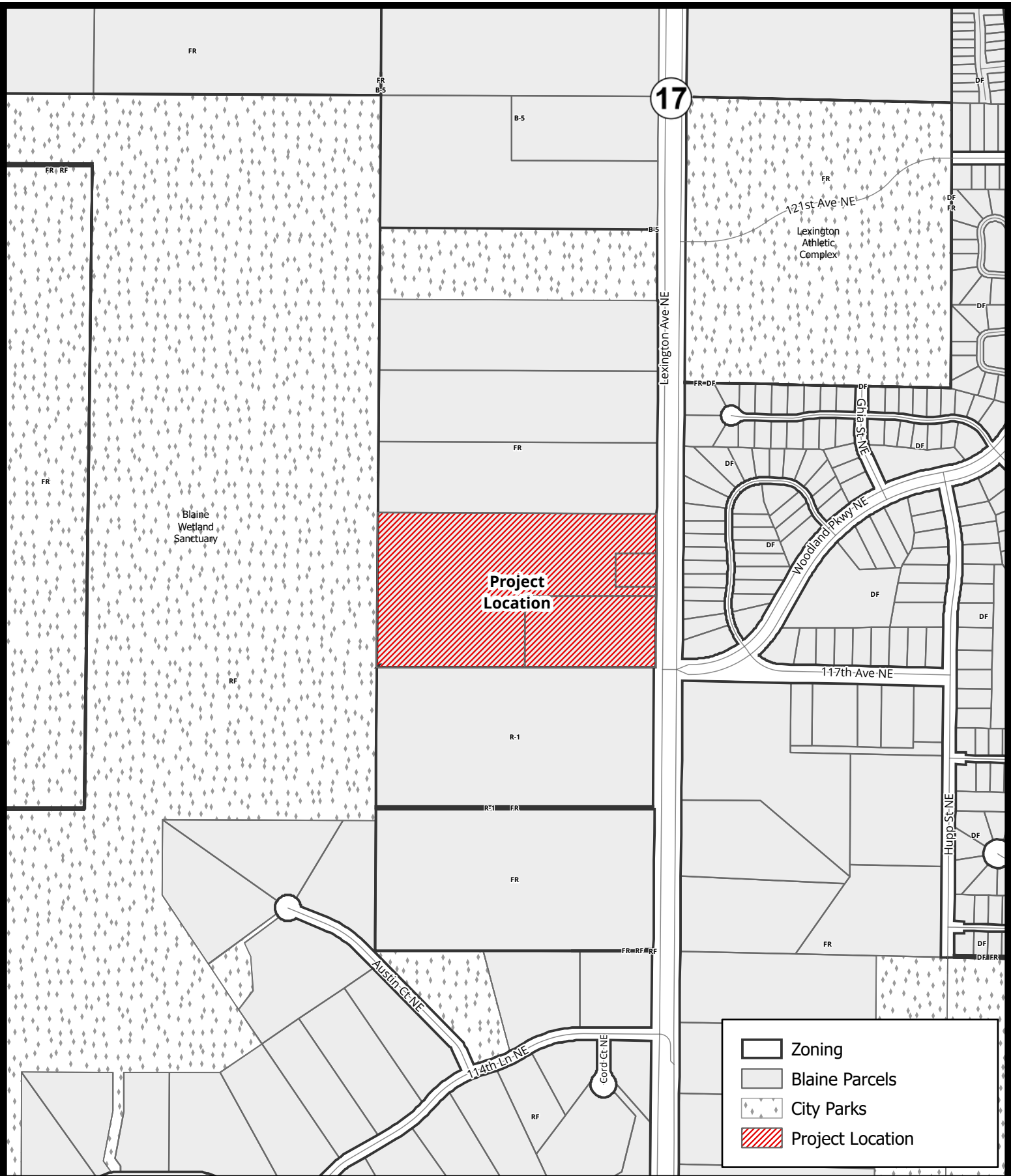
## Recommendation

In Planning Case File No. 26-0016, it is recommended that the Planning Commission recommend approval of a conditional use permit to allow 3,000 square feet of attached garage/accessory building space in the Farm Residential (FR) zoning district with the following conditions:

1. The proposed attached garage shall match the home in terms of architectural style, exterior color and materials.
2. The attached garage be used for personal storage only.
3. The attached garage (total accessory building space) is limited to 3,000 square feet.
4. As-built surveys, a foundation as-built and a final grading as-built, shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.

## Attachment List

1. Attachments



17

**Project Location**

	Zoning
	Blaine Parcels
	City Parks
	Project Location

## Case File No. 26-0016 Matt & Molly Gamble

0 0.04 0.08 0.16 Miles

Scale: 1:6,962

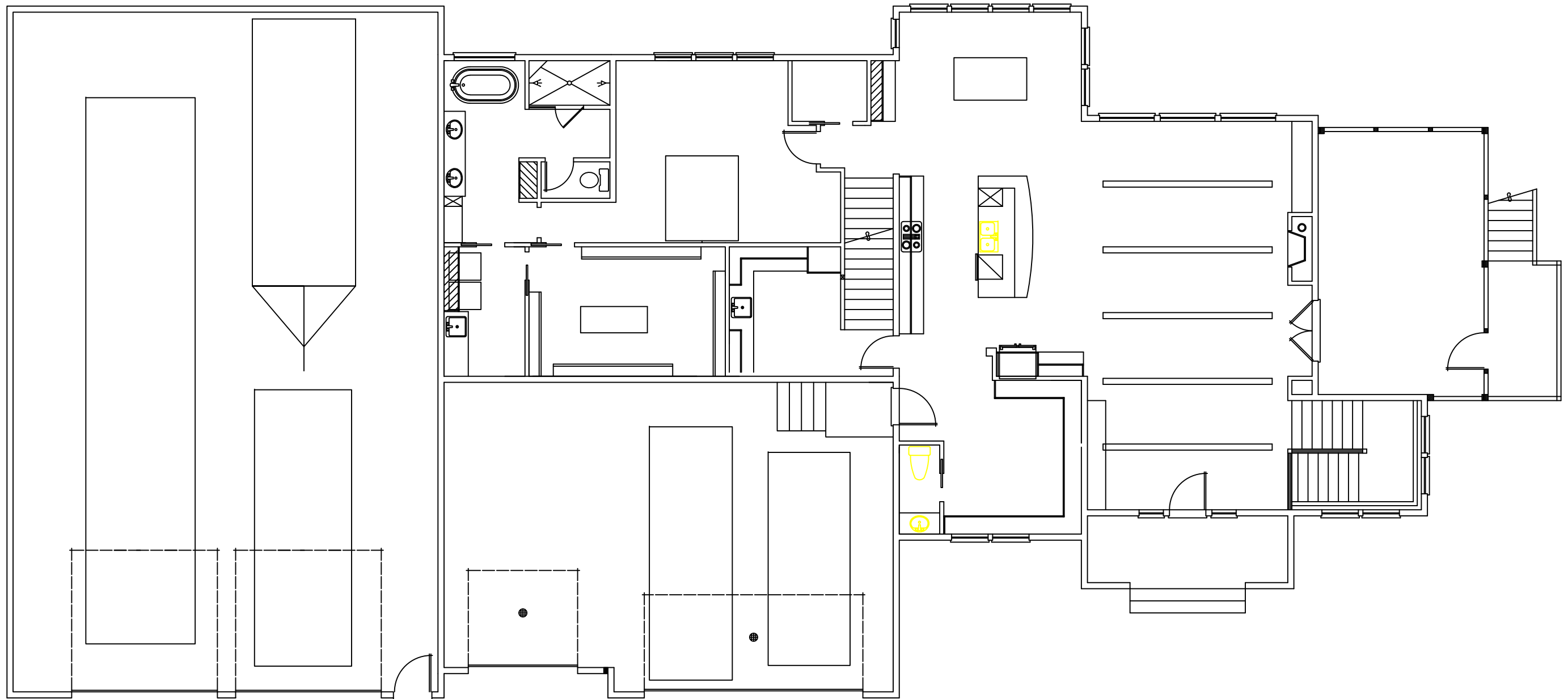


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Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

This map is for general reference only. It is not for legal, engineering, or surveying use.











**PARENT**  
**Custom Homes, LLC**

13654 Van Buren Street NE Suite 400 Ham Lake MN 55304. Phone (612) 282-2384 Brook

**Narrative for conditional use permit for the City of Blaine.**

We are requesting a conditional use to increase the garage square footage to the maximum amount of 3,000 square feet per the city ordinance. The request is based on the needs of additional space required to support the indoor storage of equipment required for our daughters to participate in their primary athletic activities. This equipment includes (but is not limited to) RV's, trailers, trucks, and vans, as well as other competitive recreational vehicles. Our investment into additional land was primarily done to support additional storage space for this equipment. This investment into this property also retains our residence in Blaine as well as provides ongoing enrollment/involvement within the Blaine community as our children also participate in Girl Scouts, basketball, and Volleyball, and are currently open enrolled in Johnsville Elementary. Additionally, Molly works as a dedicated employee within the Blaine High school activities office and assists with 99%+ of all activities enrollments. Our ability to invest into this property also supports Molly's ongoing dedication to the local school system. The approval of this request will further support the development of our children into productive future members of the Blaine community.

While the approval of this request of up to 3,000 square feet would be accepted and appreciated, consideration for an additional 1,000 square feet (not to exceed 4,000 total - actual plan showed +\-3,500) was the original goal. Our intent was to invest in the 21+ acres of land so it could not fall to future development while supporting the proper equipment storage of our activities. It is our understanding (and accept) that this request should be made through a Variance Request with a \$500 application fee. However, we were politely advised that the Blaine City Council would not accept this request, and the application fee would be lost. Please also advise if this request would be acceptable. Thank you for your consideration.

Thank you,

Matt and Molly Gamble



# City of Blaine Staff Report

File Number: 2026-206

Agenda Date	Status
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May 12, 2026

In Control	File Type
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Planning Commission

Report

**Public Hearing** - Shawn Kaye, Planner

## Agenda Item # 4.3

Case File 26-0017 // Mark Montean // 3621 131st Avenue NE

The applicant is requesting the following:

1. Rezoning from Farm Residential (FR) to Development Flex (DF).
2. Preliminary plat to subdivide 39.68 acres into 86 single family lots and 2 outlots to be known as Montean Meadows.
3. Conditional use permit to allow the construction of 86 single-family homes in a Development Flex (DF) zoning district.

## Background

Zoning	Farm Residential (FR)
Land Use	Development Flex (DF)
Area	39.68 acres
Applicable Regulations	Sections 101-4 and Chapter 109 ARTICLE XIII
Attachments	Zoning and Location Map Preliminary Plat (3) Grading Plan (3) Landscape Plan Tree Preservation Plan House Elevations Narrative Cost Share 131st Improvements Public Comments
Schedule	Planning Commission: May 12, 2026

Staff report prepared by Shawn Kaye, Planner, and Teresa Barnes, Project Engineer.

## Rezoning

Section 101-3 Criteria for granting zoning/comprehensive plan amendments:

The City Council may adopt amendments to the zoning ordinance, zoning map, and comprehensive plan relative to land uses within a particular district or to the location of the district lines. Zoning amendments shall only be used as a means to reflect changes in the goals and policies of the City as reflected in the comprehensive plan or changes in conditions in the City. Although there are no explicit findings that must be made in conjunction with rezoning, appropriate considerations include:

- Whether the proposed District is consistent with the Comprehensive Plan.
- How the proposed district differs from the existing district.
- How the proposed district meets the goals and polices of the City

The proposed development meets the following criteria for the Development Flex Zoning District:

- a. That the proposal shall provide for a wider range of housing types, price ranges and styles than could be accomplished under the existing zoning;
  - By utilizing the development flex zoning, this will provide the setbacks and lot areas needed to meet the required density requirements. The applicant proposes to construct 86 single-family homes.
- b. That the proposal shall provide amenities and facilities and open spaces greater than the minimum requirements under existing zoning;
  - This project does propose providing an approximately 13 acre open area. This will include storm water ponding, trees and wetlands.
- c. That the proposed development is compatible with the purposes and intents of this ordinance and with the comprehensive plan;
  - The development is compatible with the purpose and intent of the ordinance and aligns with the comprehensive plan as it is being developed into single-family homes with a density of 2.73 units per acre.
- d. That the proposal shall in no way be detrimental to the environment. Scenic aspects and natural features, such as streams, trees, topography, and geological features, shall be protected and preserved to the greatest extent possible;
  - The development has been designed in a way that will have little to no impact to the existing wetlands. The site as designed will also preserve the existing flood plain volume and provide the necessary storm water system for the project. Some trees will be removed, although a tree inventory has been completed and new tree plantings will be provided with this project.
- e. That the proposal shall not impose any undue burden upon the public services and facilities, such as fire and police protection, schools, streets, water systems, sanitary sewer systems, and storm sewer systems;
  - The project has been designed in a manner that will not impose any undue burden upon the public services and facilities, such as fire and police protection, schools, streets, water systems, sanitary sewer systems, and storm sewer systems

- f. That the proposed development is designed in such a manner to form a desirable and unified environment within its own boundaries, and also which will not be detrimental to future land uses in the surrounding areas; and
  - o The project has been designed in a manner that has taken into account the surrounding environment. This includes the existing flood plains, wetland and MnDNR determined environmentally sensitive areas.
- g. That the proposal be consistent with all other applicable City and State regulations.
  - o The project has been submitted to Coon Creek Watershed in conjunction with the City's application process, and has been designed to accommodate their requirements.

## **Preliminary Plat**

Section 74-46 Preliminary Plat Standards of Review:

The planning commission shall make a recommendation on the preliminary plat considering conformance with the city's comprehensive plan, zoning ordinance, this chapter and all chapters of this code.

## **Evaluation of Request**

### **Planning Analysis**

#### Surrounding Zoning and Uses

The properties to the north are single family and located in Ham Lake. The properties to the west, east, and south have single family homes and are zoned Farm Residential (FR).

#### Current Zoning

The site is currently zoned Farm Residential (FR). The FR district is intended for areas where urban services are not presently available. A minimum lot size of ten acres will retain these lands in their natural uses and agricultural uses pending proper timing of economic provision for parks, streets, utilities, and other public facilities, so that orderly development will occur.

#### Proposed Zoning

The proposed zoning is Development Flex (DF). The DF district is intended to provide for greater flexibility in land use planning, and maximize the choice of housing types and styles than is possible under the strict application of other sections of this ordinance. The DF district also attempts to create a reasonable balance between the interests of the property owner in freely developing their property with greater flexibility in land uses, and at the same time, protect the interest of surrounding properties in the following ways:

- a. By encouraging a more creative approach in housing developments, that will result in quality living environments through innovative design and aesthetic controls;
- b. By permitting a combination of housing types and style, including single, two-family, and multiple family dwellings, with the exception of mobile homes;
- c. By allowing flexibility in design by permitting cluster developments and a variety of architectural styles and treatments;
- d. By allowing for any type of ownership, private, condominium, or rental;
- e. By allowing flexibility in setback and height restrictions;

- f. By allowing non-residential uses, such as commercial or light industrial uses which will serve the inhabitants of such district, provided such non-residential uses will enhance the character, amenities, and convenience of those who live in the proposed development;
- g. By providing an efficient use of land resulting in more cost efficient installation of utilities, streets, and other facilities.
- h. By encouraging the preservation of common open space, recreational facilities, natural features, such as woodland and wetland areas;
- i. By contributing to the tax base of the community without making undue demands on the community services; and
- j. By providing the means for greater creativity and flexibility in environmental design than is provided under the strict application of the Blaine Zoning Ordinance and Subdivision Ordinance, while, at the same time, preserving the health, safety, order, convenience, prosperity, and general welfare of the City of Blaine and its inhabitants. A rezoning to DF is necessary as the R-1 district requires a minimum lot width of 80 feet, lot depth of 125 feet, and a 10,000 sf lot size.

#### Land Use Designation

The subject site is designated Low Density Residential (LDR) in the City's Comprehensive Land Use Plan. The LDR designation is for single-family homes with a density of 2.5–6 units an acre. The proposal meets this designation with single-family, and a density of 2.73 units/acre.

#### Existing Conditions

The site is currently made up of two parcels with frontage on 131st Avenue. The southwest parcel has a single family home and detached accessory building. The larger parcel is vacant.

#### History

There are no previous approvals on this property.

The applicant requested feedback on rezoning to DF for 101 single-family homes at an August 2025 City Council Workshop meeting. The plan included 101 homes, including 8 80-foot wide lots and the remaining 93 lots split approximately evenly between 65-foot and 70-foot lots. At that meeting, council provided feedback that all lots should be 70 feet wide or wider.

The applicant returned to a council workshop in February 2026 and requested feedback on rezoning to DF for:

- 80 foot lots - 9
- 70 foot lots- 62
- 65 foot lots- 15

Council consensus was to require 70-foot-wide lots (at a minimum), and would consider cost-share proposals for street and sanitary sewer.

#### Plat

The preliminary plat creates 86 single family lots and 2 outlots for ponding and wetlands. The DF zoning district does not have minimum lot sizes. The lot width of most lots is 70 feet wide with corner lots

being wider.

As proposed, the lot sizes are as follows:

- Single family lots range from 8,750 s.f to 13,045 s.f.
- Outlot A - .30 acres
- Outlot B - 12.91 acres

### Architecture

The proposed single-family homes will have varying roof styles and exterior treatments. All homes constructed should be consistent in architecture, materials and style with the drawings/elevations submitted for Conditional Use Permit (CUP) approval. Use of premium materials such as brick, natural stone, stucco, cementitious or engineered wood siding or shake shingle siding are to be used on all front elevations. Vinyl/metal siding can be utilized on the side and rear elevations.

### Setbacks

The DF zoning district does not have set standards for setbacks; these are determined as part of the CUP.

The setbacks are as follows:

- Front yard setback - 25 feet
- Side yard setback - 7.5 feet (house and garage)
- Corner side yard setback - 20 feet
- Rear yard setback - 30 feet

### Landscaping

The landscape plan proposes one front yard tree and one rear yard tree in the rear yard, except for Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7 will have one front yard tree with additional trees planted adjacent to 131st Avenue.

### Tree Preservation

Approximately 12.2 acres of trees will be disturbed during construction and the City's tree preservation requirement includes replacing eight trees per acre for all disturbed portions of the development. This would mean that 98 trees would be required for tree replacement purposes. The developer has proposed a total of 258 trees within this development. The tree preservation replacement requirement has been met. A total of 3.6 acres of trees are proposed to be saved on the site.

### Park Dedication

Park dedication will be required for the 86 new single-family lots being constructed at the rate of \$5,800 per unit (2026 rate) for a total park dedication fee of \$498,800 if paid in 2026. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.

### **Engineering Analysis**

#### Grading/Storm Drainage

The developer is proposing to grade the entire site as shown on the Coon Creek Watershed District

(CCWD) and city approved grading, drainage, erosion protection and sediment control plans prepared by the developer's engineer. The plans shall include existing drainage patterns (contours) with flow arrows, soil boring locations, perimeter site protection, tree preservation, tree clearing limits, custom grading, proposed grading contours, proposed drainage patterns with flow arrows, storm water management, SWPPP information, temporary erosion protection Best Management Practices (BMPs), and temporary sediment control BMPs information for the site. The SWPPP may be included in the construction plan sheet(s) or prepared as a separate document and included in the development construction contract specifications.

The developer will also need to submit construction contract documents that include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting wetland delineation report, geotechnical investigation report, soil boring logs, and hydrology report shall be included in the submittal for city review and approval.

The grading plan shall provide greater detail on protecting existing trees and providing additional information on adjacent property.

For each lot a house is proposed to be constructed on, as-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.

#### Utilities

The developer has requested the City to coordinate a reimbursement for the installation of the regional sanitary sewer system, including the required lift station within the 131st Avenue corridor. The installation will also include the public water main along the 131st Avenue corridor.

The developer will be responsible for Trunk Sanitary Sewer area charges. These charges become due with platting for upland acreage. The 2026 rate for Sanitary Sewer District 6-5 is \$8,344.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop 31.5 acres of upland for a total sewer area charge of \$262,836.00. Standard water and sanitary sewer access charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.

Utilities will be extended to the edge of the plat for future connection to adjacent parcels.

Hydrant locations must be reviewed and approved by the Fire Department.

The developer shall explore water sources for landscape irrigation systems installed throughout the development, including the possible use of created ponds or storm water reuse.

#### Wetlands/Watershed/FEMA

The plat will need to provide for a protective buffer strip of natural vegetation at least 15-feet in width (25-feet is preferred) and shall surround all wetlands. This buffer strip shall be placed in an easement.

The developer will need to submit the project to CCWD. Review, approval and permits are required prior to city plan approval and start of site work.

The development shall indicate that all structures are protected from flooding by processing a Letter of

Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built surveys to homeowners at the time of lot closing.

The developer is responsible for following through with FEMA (as necessary) to receive final documents, to provide those documents to the homeowners, and to record these on the certificate of title for each parcel in the development.

#### Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from the construction of 131st Avenue NE beginning at the north end of Legacy Creek Parkway. 131st Avenue NE is a state aid roadway and will need to be constructed to state aid standards, including a trail and sidewalk. The developer has requested the City to coordinate a reimbursement for the installation of 131st Avenue to the benefiting parcels as they develop.

All local roads shall be constructed to 29-feet back of curb to back of curb in width and will extend to the edge of the plat for future connection with adjacent parcels.

Six-foot concrete sidewalks are required to be constructed on one side of all local streets. Location to be determined in the plan review process.

Trails shall be required to be constructed in accordance with current city standards. Location to be determined in the plan review process.

As part of the street design, the development will be required to provide streetlights installed in the manner, location and type prescribed by the City Engineer. The developer shall pay the costs of all the street lighting installations. The City agrees to pay the cost of maintaining the portion of the lights that are installed that reflect the normal and typical lighting requirements by the City.

#### Easements/Right-of-way/Permits

Dedication of public right-of-way along the 131st Avenue corridor will be required.

The developer will need to obtain all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

Standard drainage and utility easements shall be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.

All local public streets require dedication of 60-feet of right-of-way.

The developer is to provide access for inspection and maintenance of storm water management infrastructure. This maintenance access shall be a minimum of 10-feet wide and allow for vehicular access. Restrictions will be placed on lot lines as needed to limit fences and landscaping to ensure access.

### **Conditional Use Permit**

A city exercises “quasi-judicial” authority when considering a CUP application. This means the city’s role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

Section 101-4 Criteria for granting conditional use permits:

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable. (Ord. No. 20-2447, 7-20-2020)

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
  - o The proposed single-family subdivision is guided LDR which allows up to 6 units per acre, and will not create excessive burden on public facilities or utilities.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
  - o The architectural standards listed in the proposed conditions will ensure the use is compatible with developments to the west and the intent of the DF zoning district. The development meets the intended character of the zoning district.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
  - o The architectural standards listed in the proposed conditions will ensure the use is compatible with the developed properties to the west and the intent of the DF zoning district.
4. The use, in the opinion of the city council, shall be reasonably related to the overall needs of the city and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
  - o The use is consistent with the purpose of the district to allow for flexible residential development. The DF zoning district is intended to provide for greater flexibility in land use planning and maximize the choice of housing types and styles than is possible under the strict application of other sections of this ordinance. The DF district also attempts to create a reasonable balance between the interests of the property owner in freely developing his property with greater flexibility in land uses.
6. The use shall not be in conflict with the comprehensive plan of the city.
  - o The use is consistent with the LDR land use.
7. The use will not cause traffic hazard or congestion. (Engineering)
  - o The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage, and necessary facilities. (Engineering)
  - o The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

**Recommendation**

In Planning Case File No. 26-0017, it is recommended that the Planning Commission recommend approval of a rezoning from Farm Residential (FR) to Development Flex (DF), with the following rationale:

1. The DF zoning standards to be incorporated are consistent with and will complement homes and housing options that have been constructed within recent developments. The standards will create an attractive benchmark of quality homes with a desired range in appearance, style, density, and construction value and market appeal.
2. The DF zoning district allows the City the opportunity to have some flexibility when approving developments that warrant higher standards than what is allowed with the traditional zoning districts. It affords the City the opportunity to provide input on items that would benefit the surrounding neighborhoods and the City as a whole.

In Planning Case File No. 26-0017, it is recommended that the Planning Commission recommend a preliminary plat to subdivide 39.68 acres into 86 single family lots and 2 outlots to be known as Montean Meadows with the following conditions:

1. Park dedication will be required for the 86 new lots being constructed at the rate of \$5,800 per unit (2026 rate), for a total park dedication fee of \$498,800 if paid in 2026. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.
2. The development is required to complete the construction of the 131st Avenue NE corridor, from the north end of Legacy Creek Parkway to the east property line of the proposed plat. The developer has requested the City to coordinate a reimbursement for the installation of 131st Avenue to the benefiting parcels as they develop.
3. The developer will be responsible for Trunk Sanitary Sewer area charges. These charges become due with platting for upland acreage. The 2026 rate for Sanitary Sewer District 6-5 is \$8,344.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop 31.5 acres of upland for a total sewer area charge of \$262,836.00.
4. The overall development shall be certified by a Professional Engineer licensed in the State of Minnesota and indicate that all structures shall be protected from flooding.
5. Plans and specifications must be approved by the City prior to the start of construction.
6. Coon Creek Watershed District (CCWD) permit is required prior to city approval of construction plans and specifications.
7. Development requires a National Pollutant Discharge Elimination System (NPDES) Phase II General Storm Water Permit for Construction Activity from Minnesota Pollution Control Agency (MPCA). A prerequisite to the MPCA permit application includes preparation of a site Storm Water Pollution Prevention Plan (SWPPP) for the development site.
8. Construction contract documents shall include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting wetland delineation report, geotechnical investigation report, soil boring logs, and hydrology report shall be included in the submittal for city review and approval.
9. The grading plan shall provide greater detail on protecting existing trees and provide additional information on adjacent property.
10. Standard utility and drainage easements must be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.

11. A protective buffer strip of natural vegetation, at least 15 feet in width (25-feet is preferred) shall surround all wetlands. This buffer strip shall be placed in easement.
12. The developer is to provide access for inspection and maintenance of storm water management infrastructure. Restrictions will be placed on lot lines as needed to limit fences and landscaping to ensure access.
13. All local public streets require dedication of 60 feet of right-of-way and shall be constructed to 29 feet back to back of width.
14. 131st Avenue NE will be required to be built to State Aid Standards.
15. All streets will follow the Anoka County street name grid system.
16. Street and utility extensions are required to the edge of the plat for each future connection to the adjacent parcels.
17. Sidewalks and or trails are required on all streets and location will be determined in the plan review process.
18. Streetlights shall be installed in the manner, location and type prescribed by the City Engineer. The developer shall pay the costs of all street lighting installations. The City agrees to pay the cost of maintaining the portion of lights that are installed that reflect the normal and typical lighting requirements of the City. Additional lights, and those within neighborhoods that are installed by the Developer, will be required to be maintained by the Homeowners Association.
19. Hydrant locations must be reviewed and approved by the Fire Department.
20. Water and sanitary sewer availability charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.
21. As-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.
22. The Developer shall process a Letter of Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built surveys to homeowners at time of lot closing. Developer is responsible for following through with FEMA (as necessary) to receive final FEMA documents, to provide those documents to the homeowners, and to record the final documents on the certificate of title for each parcel in the development.
23. Developer to install grouped mailboxes with design and locations approved by the City and US Postal Service.
24. All development signage by separate review.
25. Each lot in the development will be required to have the standard two trees with a minimum of 2½-inch caliper per lot. One tree will be required in the front yard and one tree may be planted in the rear or front yard. Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7 will have one front yard tree with additional trees planted adjacent to 131st Avenue.
26. Seventy-eight trees are required to be planted adjacent to 131st Avenue in the rear yards of Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7.
27. The developer must meet the City's tree preservation requirements by planting 98 replacement trees for the lots that are preliminary platted (12.2 disturbed acres). This requirement can be met with the required front and rear yard trees, and trees planted adjacent to 131st Avenue.
28. All existing structure removals will require demolition permits. All wells and septic systems shall be properly abandoned per all local and state requirements.
29. All existing structures on site shall be removed prior to the final plat being released for recording.
30. The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of building permits.

31. Execution and recording of a development agreement, which sets forth in greater detail the plat conditions as well as other responsibilities for the development of this plat.

In Planning Case File No. 26-0017, it is recommended that the Planning Commission recommend approval of a conditional use permit to allow construction of 86 single-family homes in a Development Flex (DF) zoning district with the following conditions:

### **Single Family - Development Flex (DF) Development Standards**

Permitted Uses:

1. Single-family detached dwellings
2. Group family daycare

Accessory Uses:

1. Private attached garages - one detached accessory structure, with area less than 120 square feet, will be permitted.
2. Private swimming pools meeting the requirements of Blaine Municipal Code Chapter 18 Article III.
3. Keeping of not more than two (2) boarders and/or roomers per dwelling unit.

Conditional Uses:

1. Home occupations listed as conditional uses in Section 129-10

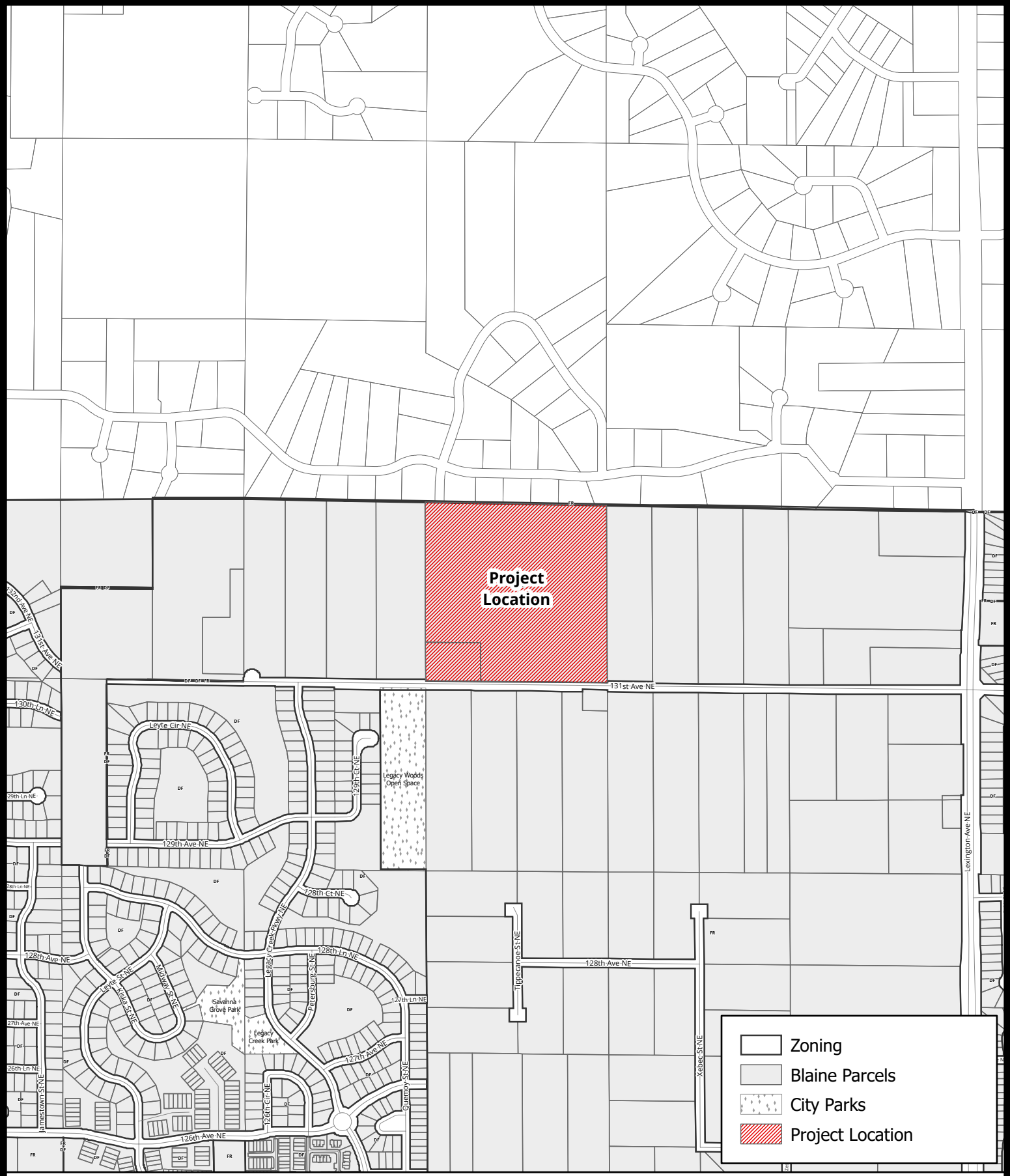
Standards:

- Front yard setback - 25 feet
  - Side yard setback - 7.5 feet (house and garage)
  - Corner side yard setback - 20 feet
  - Rear yard setback - 30 feet
1. Maximum building height — 2 1/2 stories or 35 feet.
  2. It shall be required for all single-family dwellings that there be an attached garage constructed of a minimum of four hundred (400) square feet, with no dimension less than 20 feet. Total garage space shall not exceed one thousand (1,000) square feet. Detached garages or accessory storage buildings are not permitted.
  3. The minimum finished floor area above grade for all homes shall be 1,500 square feet above ground for a single-level home and 2,500 square feet above ground for a two-story home.
  4. All homes shall have a minimum depth and width of 24 feet.
  5. All homes to incorporate multiple gables or varied rooflines and articulation of the front façade. Premium materials such as brick, natural stone, stucco, cementitious or engineered wood siding or shake shingle siding on all front elevations. Vinyl/metal siding can be utilized on the side and rear elevations.

6. All residential dwellings must be built in conformance with the current edition of the Minnesota State Building Code.
7. Driveways shall not be constructed closer than three feet to the property line. All driveways and approaches shall be hard surfaced using concrete, bituminous asphalt or other city-approved material that is consistent in durability and quality.
8. It shall be required that all yards of a new single-family dwelling be sodded over a minimum of 4-inches of topsoil (black dirt containing not more than 35 percent sand). Yards may be seeded over 4-inches of black dirt if underground irrigation is installed with the home.
9. Each lot in the development will be required to have two trees with a minimum of 2½-inch caliper per lot. One tree will be required in the front yard (not boulevard) and one tree may be planted in the rear or front yard. Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7 will have one front yard tree with additional trees planted adjacent to 131st Avenue.
10. The developer to require the Homeowners Association to maintain all common areas.
11. All development entrance signage by separate permit.

## Attachment List

1. Attachments
2. Public Comments



# Case File No. 26-0017

## Montean Meadows

0 0.05 0.1 0.2 Miles

Scale: 1:10,878

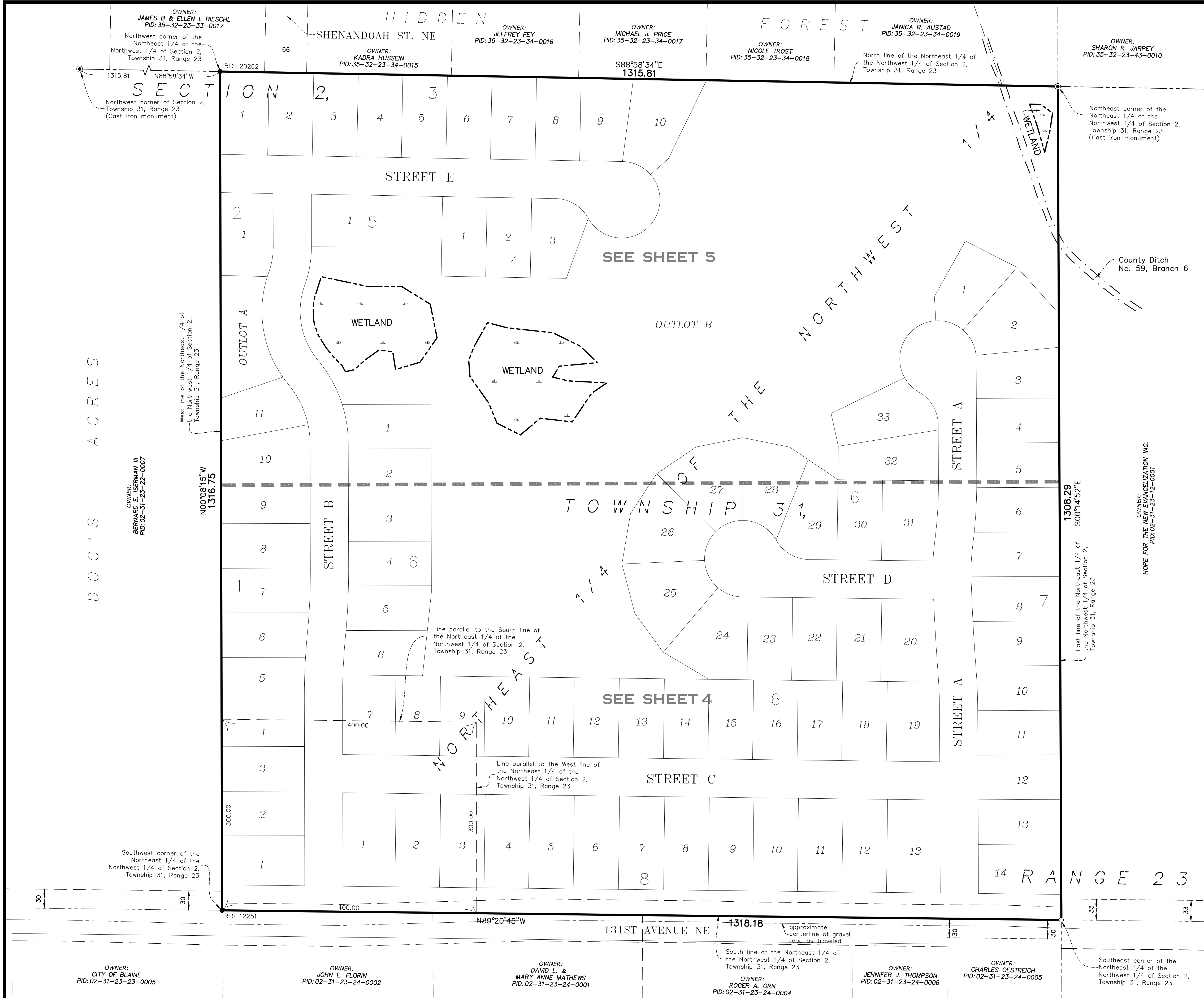


BlaineMN.gov

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

This map is for general reference only. It is not for legal, engineering, or surveying use.





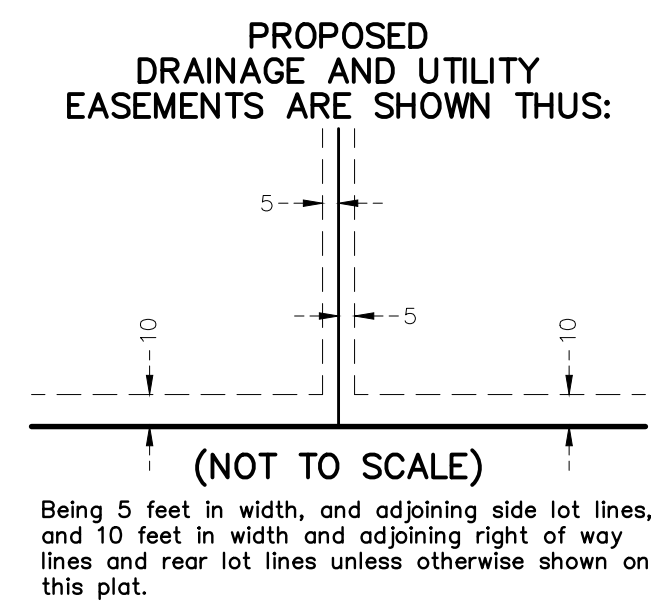
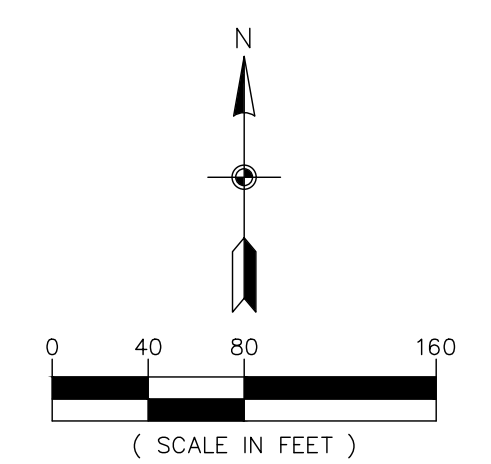
**PARCEL DESCRIPTION:**  
 (Per Title Commitment File No. 295979, with and effective date of December 19, 2024 at 08:00 A.M. prepared by TitleSmart, Inc. as issuing agent for Stewart Title Guaranty Company)  
 The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), Section Two (2), Township Thirty-one (31), Range Twenty-three (23), Anoka County, Minnesota, Except that part herein described, as follows:  
 Commencing at the Southwest corner of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence North along the West line thereof for 300 feet; proceeding thence East and parallel to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4), for a distance of 400 feet; proceeding thence South and parallel to said West line for a distance of 300 feet and to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence West along said South line to the point of commencement. Subject to existing road.  
 AND:  
 That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) Section Two (2), Township Thirty-one (31), Range Twenty-three (23), that is described as follows:  
 Commencing at the Southwest corner of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence North along the West line thereof for 300 feet; proceeding thence East and parallel to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4), for a distance of 400 feet; proceeding thence South and parallel to said West line for a distance of 300 feet and to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence West along said South line to the point of commencement. Subject to existing road.  
 (abstract property)

**GENERAL NOTES:**  
 1) Bearings shown are based on the North line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23, Anoka County, Minnesota, which is assumed to bear S88°58'34"E.

**SITE DATA**

TOTAL SITE AREA	±39.68 AC.	EXISTING ZONING	FR
TOTAL ROW AREA	±7.07 AC.	PROPOSED ZONING	DF
TOTAL OUTLOT AREA	±13.21 AC.	UTILITIES	AVAILABLE
OUTLOT A	±0.30 AC.		
OUTLOT B	±12.91 AC.		
TOTAL LOT AREA	±19.40 AC.	<b>MINIMUM RESIDENTIAL SETBACK DATA:</b>	
SMALLEST LOT	±8,750 S.F.	FRONT	25 FT.
LARGEST LOT	±13,045 S.F.	SIDE (GARAGE)	7.5 FT.
AVERAGE LOT	±9,824 S.F.	SIDE (HOUSE)	7.5 FT.
TOTAL NUMBER OF LOTS	86	SIDE CORNER	20 FT.
		REAR SETBACK	30 FT.
GROSS DENSITY	2.17 LOTS/AC.		
NET DENSITY	2.73 LOTS/AC.		

Number of Residential Units Proposed		86
Total Acreage		39.68
<b>Exclusions</b>		
Wetlands and required buffers		0.68
Rare, threatened, or endangered species preservation		3.85
Public parks and public open spaces		
Arterial Roads		
Future Development		
Public stormwater in outlots to be deeded to the City*		3.68
Commercial Uses		
Net Acreage (Total Acreage-Exclusions)		31.47
Gross Density (86 Units/39.68 Total Acres)		2.17
Net Density (86 Units/31.47 Acres)		2.73



- LEGEND**
- ⊙ - Denotes Anoka County Section Monument, as noted
  - - Denotes Found Iron Monument, as noted
  - - Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
  - Wetland symbol - Denotes Wetlands delineated by Kjoehou Environmental Services in 2022

	<p><b>3690 PHEASANT RIDGE DR NE</b>  <b>SUITE 100</b>  <b>BLAINE, MN 55449</b>  <b>TEL 763.489.7900</b>  <b>FAX 763.489.7959</b>  <b>CARLSON-ENGINEERING.COM</b></p>	<p>I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota</p>	<p>Print Name: Thomas R. Balluff, L.S.          Signature: <i>Thomas R. Balluff</i>          Date: 04/03/26 License #: 40361</p>	<p>DRAWN BY: npc          ISSUE DATE: 04/03/26          FILE NO: 2494</p>	<p>Revisions:</p>	<p><b>MONTEAN PROPERTIES, LLC</b>          1230 Sycamore Lane N          Plymouth, MN 55441</p>	<p><b>MONTEAN MEADOWS</b>          Blaine, Minnesota</p>	<p><b>PRELIMINARY PLAT INDEX</b></p>	<p>3 of 16</p>
--	--	---	--	---	-------------------	---	--	--------------------------------------	----------------



SECTION 2

DOCS ACRES

OWNER: CITY OF BLAINE  
PID: 02-31-23-23-0005

OWNER: JOHN E FLORIN  
PID: 02-31-23-24-0002

OWNER: DAVID L & MARY ANNE MATHEWS  
PID: 02-31-23-24-0001

OWNER: ROGER A ORN  
PID: 02-31-23-24-0004

OWNER: JENNIFER J THOMPSON  
PID: 02-31-23-24-0006

OWNER: CHARLES OESTREICH  
PID: 02-31-23-24-0005

**CARLSON ENGINEERING**  
ENGINEERING SURVEYING PLANNING  
3890 PHEASANT RIDGE DR NE  
SUITE 100  
BLAINE, MN 55449  
TEL 763.489.7900  
FAX 763.489.7959  
CARLSON-ENGINEERING.COM

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.  
Signature: *Thomas R. Balluff*  
Date: 04/03/26 License #: 40361

DRAWN BY: npc  
ISSUE DATE: 04/03/26  
FILE NO: 2494

**MONTEAN PROPERTIES, LLC**  
1230 Sycamore Lane N  
Plymouth, MN 55441

**MONTEAN MEADOWS**  
Blaine, Minnesota

**PRELIMINARY PLAT**

4 of 16

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 3690 PHEASANT RIDGE DR NE  
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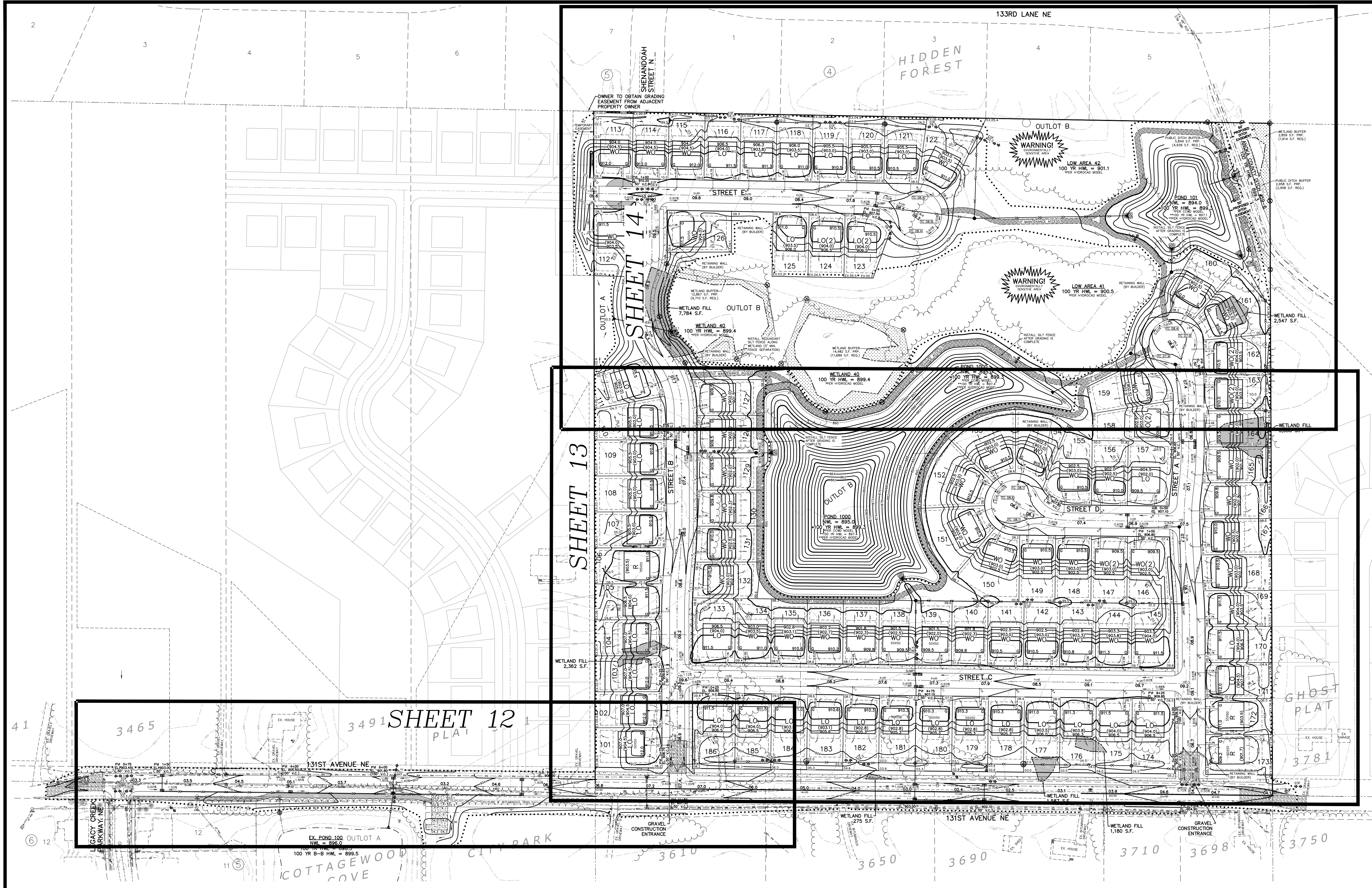
Revisions:  
**MONTEAN PROPERTIES, LLC**  
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 Plymouth, MN 55441

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 Blaine, Minnesota

**PRELIMINARY PLAT**

5 of 16

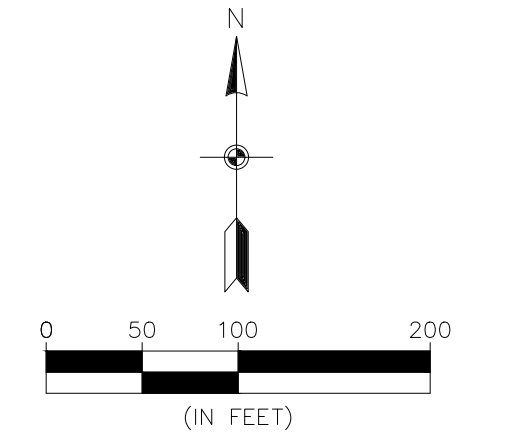
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**LEGEND**

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
GRAVEL SURFACE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
DRAIN TILE	---	---
WATER MAIN	---	---
OVERHEAD UTILITY	---	---
STORM CATCH BASIN	---	---
STORM MANHOLE	---	---
MANHOLE HYDRANT	---	---
GATE VALVE	---	---
TELEVISION BOX	---	---
UTILITY POLE	---	---
RETAINING WALL	---	---
FENCE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
RCWD FLOODPLAIN	---	---
WETLAND LINE	---	---
SPOT ELEVATION	---	---
EMERGENCY OVERTFLOW	---	---
SILT FENCE	---	---
TREE FENCE	---	---
GRADING LIMITS	---	---
TREELINE	---	---
INFILTRATION AREA	---	---
MAINTENANCE ACCESS	---	---
WELL	---	---
LIGHT POLE	---	---
FLAG POLE	---	---
ELECTRIC BOX	---	---
TELEPHONE BOX	---	---
TELEVISION BOX	---	---
SIGN	---	---
GEOTECH SOIL BORING	---	---
AMENDED SOILS	---	---

- NOTES**
- SITE IS LOCATED WITHIN THE BOUNDARIES OF THE COON CREEK WATERSHED DISTRICT.
  - SOIL STOCKPILES SHALL BE FILLED BY SEDIMENT-TRAPPING MEASURES AND STABILIZED WITHIN 7 DAYS OF INACTIVITY.
  - STREET SWEEPING SHALL TAKE PLACE BY THE END OF DAY (IF REQUIRED).
  - EROSION CONTROL AND SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
  - WETLAND BUFFER SIGNS SHALL BE INSTALLED IMMEDIATELY AFTER PROJECT GRADING IS COMPLETED.
  - THE DNR DEWATERING PERMIT MUST BE OBTAINED PRIOR TO ANY DEWATERING ACTIVITY. THE DEWATERING PLAN MUST BE SUBMITTED TO THE COON CREEK WATERSHED DISTRICT AT LEAST 7 DAYS PRIOR TO DEWATERING ACTIVITY FOR REVIEW AND APPROVAL.



**BENCHMARK**

1. Anoka County Benchmark No. 2006 - Elevation 897.58 ft. (NAVD88)
2. Anoka County Benchmark No. 3096 - Elevation 901.76 ft. (NAVD88)

CALL BEFORE YOU DIG

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of C/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

**WETLAND/PUBLIC DITCH BUFFER SUMMARY**  
(10' MIN/15' AVG)

WETLAND BUFFER AREA	= 39,015 SF	(0.90 AC)
[REQUIRED BUFFER]	= 30,910 SF	(0.71 AC)
WETLAND BUFFER SIGN		

**WETLAND SUMMARY**

WETLAND IMPACT = 21,070 S.F.

WETLAND REPLACEMENT CREDITS WILL BE PURCHASED IN LIEU OF ONSITE REPLACEMENT

**CARLSON ENGINEERING**  
ENGINEERING SURVEYING PLANNING  
3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSON-ENGINEERING.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota  
Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 04/03/26 License #: 25063

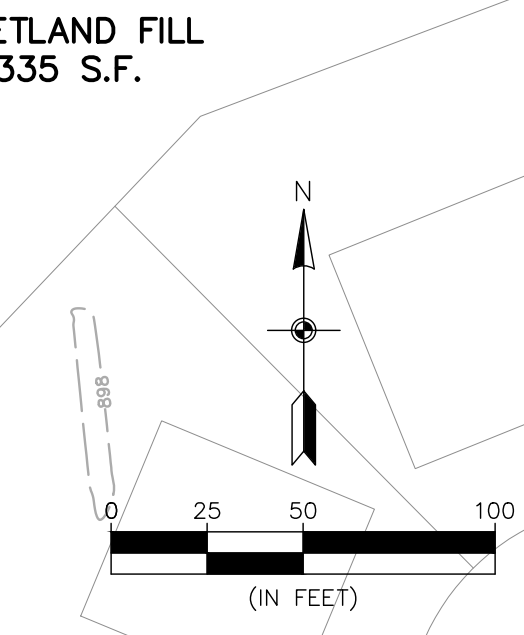
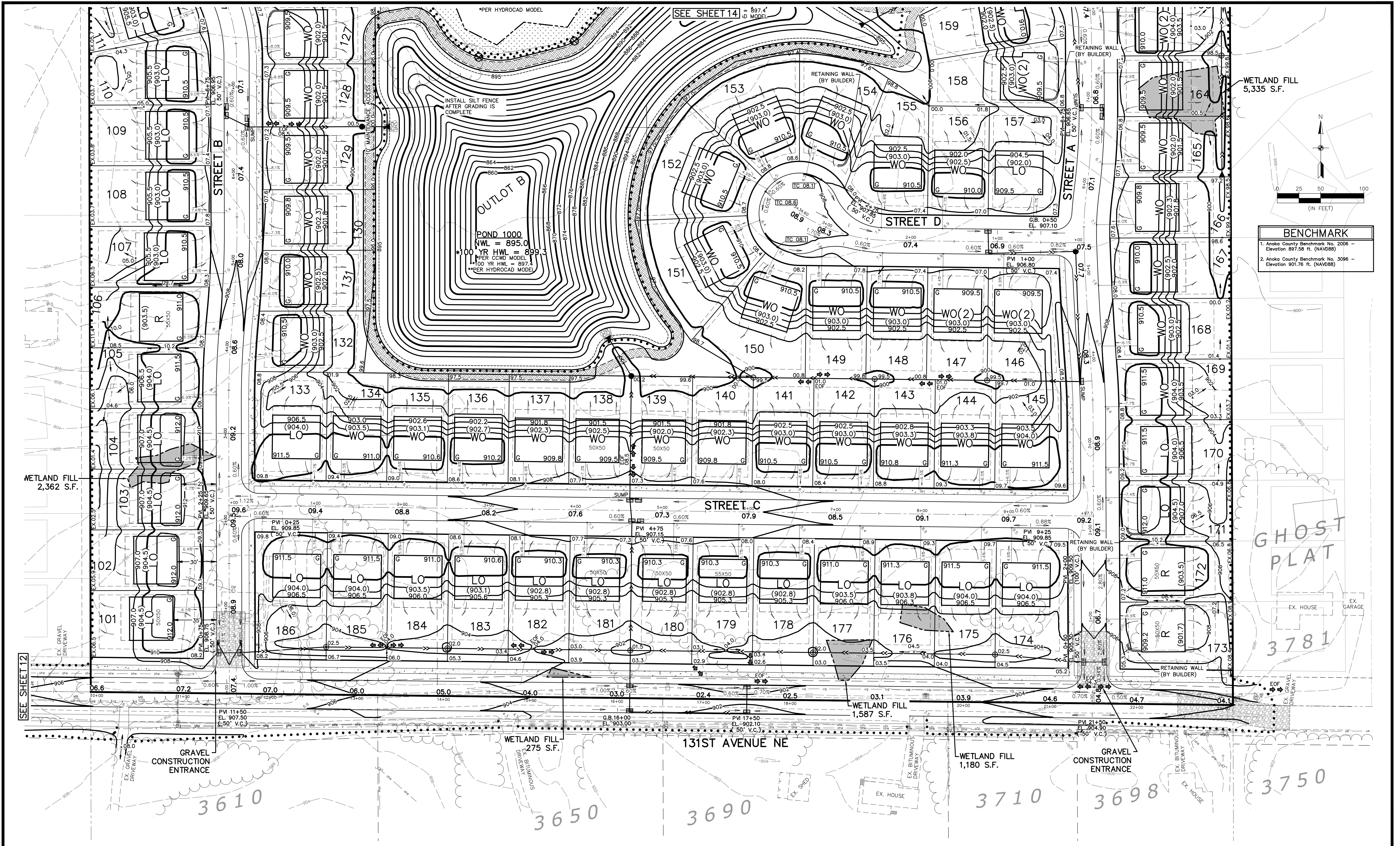
Drawn: LOC  
Designed: BJK  
Date: 04/03/26

Revisions:

**MONTEAN PROPERTIES, LLC**  
1230 Sycamore Lane N  
Plymouth, MN 55441

**MONTEAN MEADOWS**  
Blaine, Minnesota

**PRELIMINARY GRADING & EROSION CONTROL INDEX**



BENCHMARK	
1.	Anoka County Benchmark No. 2006 - Elevation 897.58 ft. (NAVD88)
2.	Anoka County Benchmark No. 3096 - Elevation 901.76 ft. (NAVD88)

WETLAND FILL  
2,362 S.F.

WETLAND FILL  
5,335 S.F.

WETLAND FILL  
1,587 S.F.

WETLAND FILL  
275 S.F.

WETLAND FILL  
1,180 S.F.

SEE SHEET 12

SEE SHEET 14

GHOST PLAT

3781

3750

**CARLSON ENGINEERING**  
ENGINEERING SURVEYING PLANNING

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BLAINE, MN 55449  
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Date: 04/03/26 License #: 25063

Drawn: LOC  
Designed: BJK  
Date: 04/03/26

Revisions:

**MONTEAN PROPERTIES, LLC**  
1230 Sycamore Lane N  
Plymouth, MN 55441

**MONTEAN MEADOWS**  
Blaine, Minnesota

**PRELIMINARY GRADING & EROSION CONTROL PLAN**

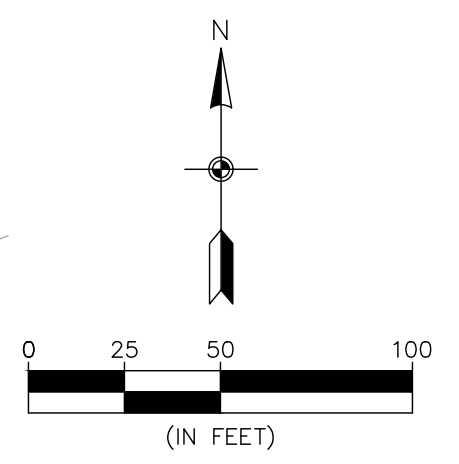
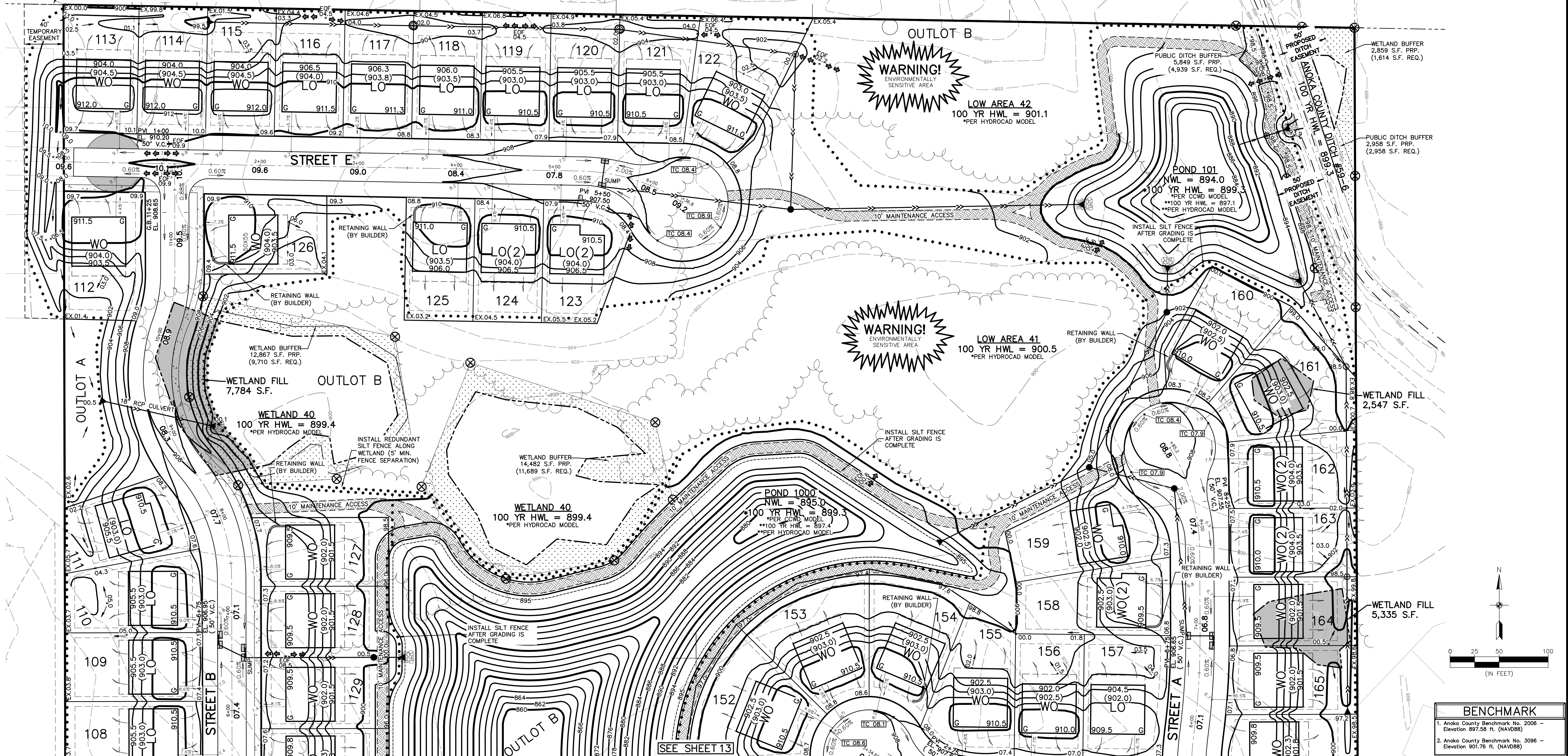
13 of 16

133RD LANE NE

HIDDEN FOREST

SHENANDOAH STREET N

OWNER TO OBTAIN GRADING EASEMENT FROM ADJACENT PROPERTY OWNER



BENCHMARK	
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 Designed: BJK  
 Date: 04/03/26

Revisions:  
 SEE SHEET 13

**MONTEAN PROPERTIES, LLC**  
 1230 Sycamore Lane N  
 Plymouth, MN 55441

**MONTEAN MEADOWS**  
 Blaine, Minnesota

**PRELIMINARY GRADING & EROSION CONTROL PLAN**

**CITY OF BLAINE LANDSCAPE REQUIREMENTS**

**TREES REQUIRED - SINGLE FAMILY**

1) MINIMUM OF ONE (1) OVERSTORY DECIDUOUS TREE WITHIN THE BOULEVARD PER LOT.

BOULEVARD TREES REQUIRED = 86 (86 LOTS X 1)  
BOULEVARD TREES PROVIDED = 86

2) MINIMUM OF ONE (1) OVERSTORY DECIDUOUS OR EVERGREEN TREE WITHIN THE FRONT / REAR YARD.

FRONT / REAR YARD TREES REQUIRED = 86 (86 LOTS X 1)  
FRONT / REAR YARD TREES PROVIDED = 86

3) MINIMUM OF ONE (1) OVERSTORY DECIDUOUS TREE WITHIN CORNER LOT SIDE YARDS.

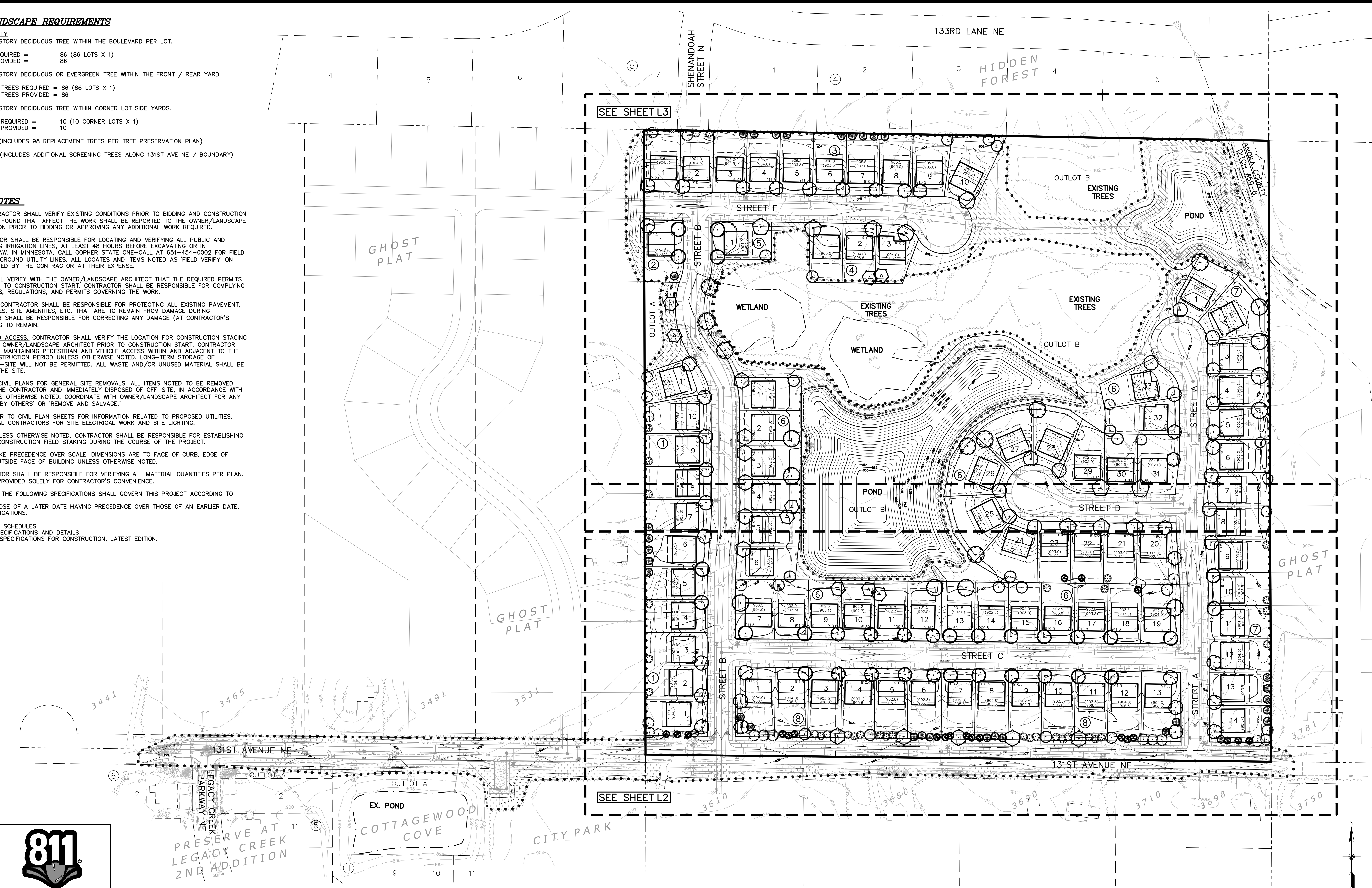
CORNER YARD TREES REQUIRED = 10 (10 CORNER LOTS X 1)  
CORNER YARD TREES PROVIDED = 10

TOTAL TREES REQUIRED = 182 (INCLUDES 98 REPLACEMENT TREES PER TREE PRESERVATION PLAN)

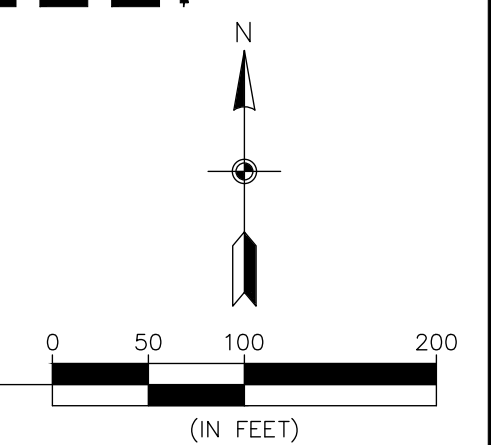
TOTAL TREES PROVIDED = 258 (INCLUDES ADDITIONAL SCREENING TREES ALONG 131ST AVE NE / BOUNDARY)

**LANDSCAPE PLAN NOTES**

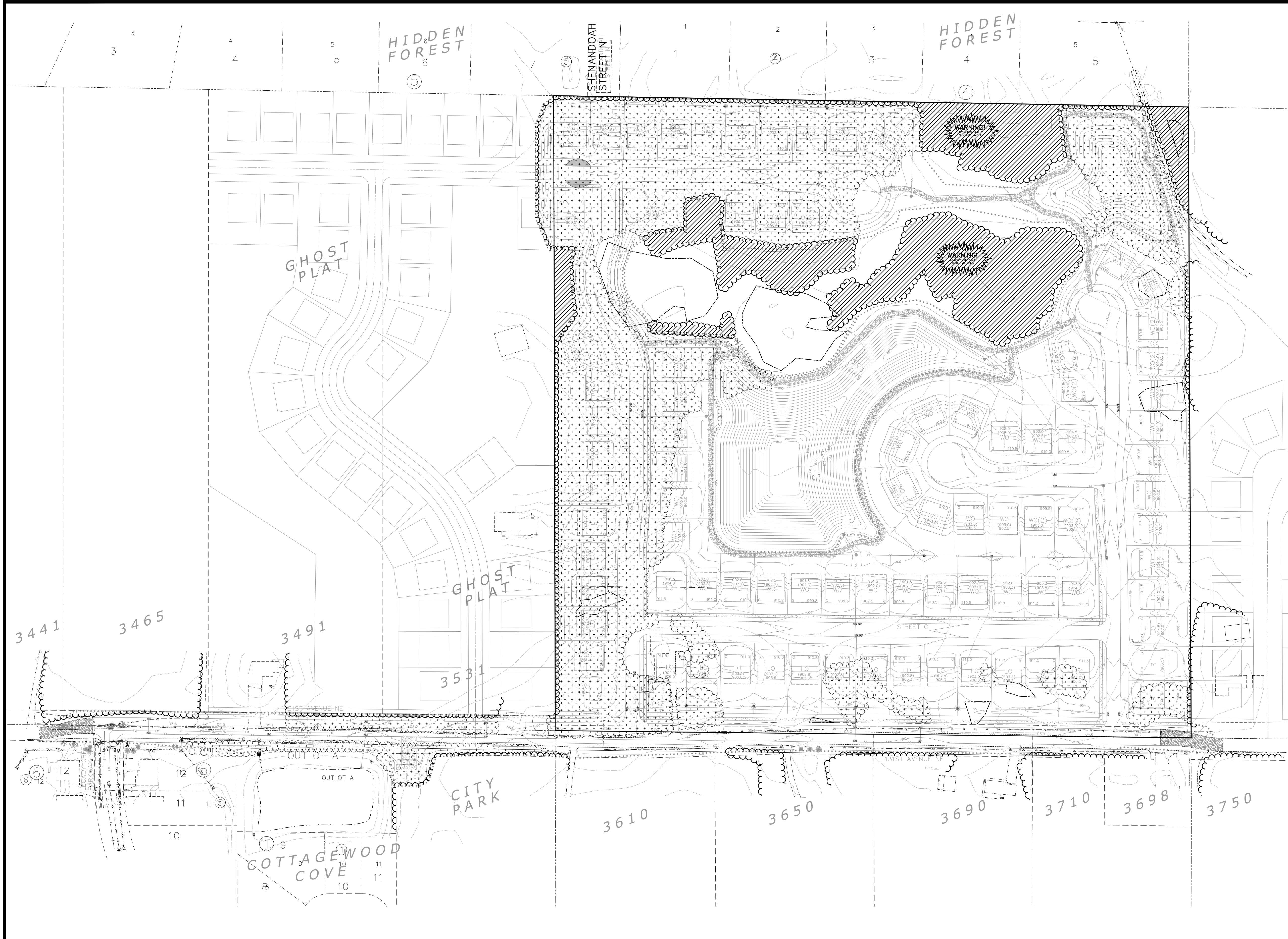
- EXISTING CONDITIONS.** CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
- UTILITY LOCATES.** CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL GOPHER STATE ONE-CALL AT 651-454-0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS "FIELD VERIFY" ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
- PERMITS.** CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- EXISTING ITEMS TO REMAIN.** CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
- CONSTRUCTION STAGING AND ACCESS.** CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
- SITE REMOVALS.** REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS "REMOVED BY OTHERS" OR "REMOVE AND SALVAGE."
- UTILITY COORDINATION.** REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
- CONSTRUCTION STAKING.** UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
- DIMENSIONS.** DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- PLAN QUANTITIES.** CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
- REFERENCE SPECIFICATIONS.** THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
  - ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
  - LANDSCAPE SPECIFICATIONS.
  - PLAN DRAWINGS.
  - PLANT / MATERIAL SCHEDULES.
  - CITY STANDARD SPECIFICATIONS AND DETAILS.
  - MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.



1 OVERALL LANDSCAPE PLAN



<p><b>CARLSON ENGINEERING</b> ENGINEERING SURVEYING PLANNING</p>	<p>3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSON-ENGINEERING.COM</p>	<p>I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota</p>	<p>Print Name: Ryan J. Ruttger, RLA Signature: <i>[Signature]</i> Date: 04/03/26 License #: 56346</p>	<p>Drawn: RJR Designed: RJR Date: 04/03/26</p>	<p>Revisions:</p>	<p><b>MONTEAN PROPERTIES, LLC</b> 1230 Sycamore Lane N Plymouth, MN 55441</p>	<p><b>MONTEAN MEADOWS</b> Blaine, Minnesota</p>	<p><b>PRELIMINARY LANDSCAPE PLAN</b></p>	<p>L1 of 4</p>
		<p>Save Date: 04/08/26 F:\job\10141 - 10160\10143 - 131st avenue ne, blaine - monteancad\cad\landscape\10143_landscape.dwg</p>							

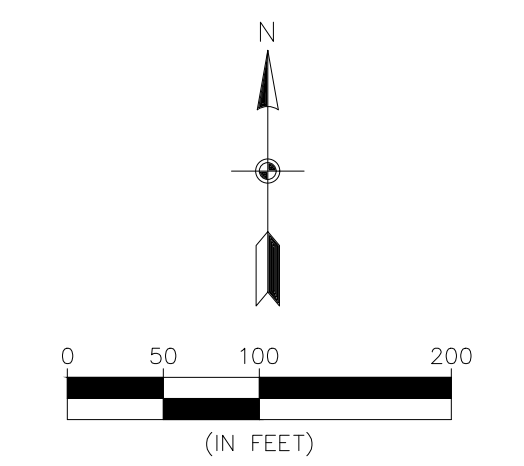


**LEGEND**

	EXISTING	PROPOSED
PROPERTY LINE	---	---
CURB	---	---
BUILDING SETBACK LINE	---	---
BITUMINOUS	---	---
GRAVEL	---	---
CONCRETE	---	---
10' CONTOUR	---890---	---890---
2' CONTOUR	---892---	---892---
SILT FENCE	---	---
TREE FENCE	---	---
TREE LINE	---	---
TREE SAVE AREA		
TREE REMOVE AREA		
TREE (CONIF./DECID.)		

**TREE TOTALS**

TOTAL TREE AREA REMOVED =	12.2 AC
TOTAL TREE AREA SAVED =	3.6 AC
TOTAL TREE AREA =	15.8 AC
REPLACEMENT TREES REQUIRED =	98 TREES
(8 TREES / ACRE REMOVED)	



BENCHMARK	
1.	Anoka County Benchmark No. 2006 - Elevation 897.58 ft. (NAVD88)
2.	Anoka County Benchmark No. 3096 - Elevation 901.76 ft. (NAVD88)



ENGINEERING  
SURVEYING  
PLANNING

3890 PHEASANT RIDGE DR NE  
SUITE 100  
BLAINE, MN 55449  
TEL 763.489.7900  
FAX 763.489.7959  
CARLSON-ENGINEERING.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 04/03/26 License #: 25063

Drawn: LOC  
Designed: BJK  
Date: 04/03/26

Revisions:

**MONTEAN PROPERTIES, LLC**  
1230 Sycamore Lane N  
Plymouth, MN 55441

**MONTEAN MEADOWS**  
Blaine, Minnesota

**TREE PRESERVATION PLAN**

T1 of T1

# Lewis

Approx. 2,692 sq ft

4 beds · 2.5 baths

3-car garage



Folk - C3

To: Planning Commission Members,

From: Mark Montean

## **Project Background and Site History**

The subject property was purchased by my family in the spring of 1964. At the time of purchase, it was understood that the area would ultimately be serviced by municipal water and sanitary sewer. For several decades, the property functioned as a hobby farm, utilizing private well and septic systems and reflecting the area's rural character at that time.

In 2008, I began evaluating development potential for the approximately 39-acre site. These efforts were delayed due to the economic downturn and the property's location outside an eligible sanitary sewer district. Following the passing of the applicant's parents in 2014 and 2015, the existing residence was renovated and transitioned to a rental use, while the agricultural land continued to be leased to a local farmer.

In April 2018, the property was reclassified from Sewer District 7 to Sewer District 6, significantly improving access to municipal water and sanitary sewer infrastructure. Following this change, the applicant engaged Carlson Engineering to prepare multiple concept plans to evaluate feasible development options.

During 2024 and 2025, I met with adjacent property owners and participated in two City Council workshops to review development concepts and address site-specific engineering constraints. Based on feedback from City staff and the City Council workshops, the development plan was refined to incorporate environmental considerations, including the preservation of approximately 12 acres of non-developable open space. My family wants to leave a legacy in Blaine. The Michael's Meadow (open area) will be named after my brother who passed away unexpectedly. These areas include land identified by the Minnesota Department of Natural Resources as supporting rare plant species.

The current proposal reflects this feedback and seeks to develop the site as an approximately 86-lot residential subdivision. The plan emphasizes larger lot configurations, integration of open space, preservation of environmentally sensitive areas, and neighborhood amenities, including views of onsite ponds.

**131st Improvements:**

The developer would like to propose that the cost of the improvements for 131st Avenue NE be paid for up front by the Montean Development. The developer would be reimbursed by each parcel fronting on 131st Avenue as they develop or sell. This reimbursement amount would be based on each parcels proportional share (based on frontage), and would be collected by the city and reimbursed to the developer.

**COST ESTIMATE SUMMARY**

PROPERTY	FRONTAGE	SHARE OF COST (%)	COST*
<b>DEVELOPMENT</b>			
3621 - 131ST AVENUE	1318'	33.0%	\$511,500.00
PID 02-31-23-21-001			
<b>CITY PARK</b>			
PID 02-31-23-23-005	330'	8.3%	\$128,650.00
COTTAGEWOOD COVE	N/A**		
PRESERVE AT LEGACY CREEK	N/A		
<b>FUTURE DEVELOPMENT</b>			
3465 - 131ST AVENUE	2338'	58.7%	\$909,850.00
3491 - 131ST AVENUE			
3531 - 131ST AVENUE			
3610 - 131ST AVENUE			
3650 - 131ST AVENUE			
3690 - 131ST AVENUE			
3698 - 131ST AVENUE			
3710 - 131ST AVENUE			
<b>TOTAL</b>	<b>3986'</b>	<b>100%</b>	<b>\$1,550,000.00</b>

\* Based on Engineers Estimate 2/18/25 (subject to change w/final bid numbers)

\*\* Existing Escrow w/City of Blaine (Amount to be verified by City)

Total cost of 131st Avenue Improvements = \$1,550,000 (excluding lift station and forcemain)

**Lift Station**

The developer also proposes that the lift station & forcemain improvements be paid for up front by the Montean Development. Again the developer would be reimbursed by all the benefitting parcels as they develop/connect. The developer will look to the city for the best method to calculate reimbursment amounts for each benefitting parcel. The estimated cost for the lift station is \$550,000

**From:** [Patrick Vesperman](#)  
**To:** [Planning](#)  
**Subject:** Montean Meadows Case: 26-0017  
**Date:** Saturday, May 2, 2026 8:38:16 AM

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Hello,

I would like to voice my opposition to Case 26-0017 Montean Meadows rezoning request and development plan. Blaine has shrinking open green space and the area north of 131st is a city gem and should be preserved.

Best,

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Patrick Vesperman  
651-788-5846

**From:** [David L Mathews](#)  
**To:** [Sheila Sellman](#)  
**Cc:** [Terra Fleming](#); [Chris Massoglia](#); [Pat Robinson](#); [Alan Goracke](#)  
**Subject:** Formal Objection: Montean Meadows Development - Case 26-0017 (3621 131st Ave NE)  
**Date:** Friday, May 8, 2026 12:41:17 PM

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Dear Ms. Sellman,

I am formally submitting my objections regarding Case 26-0017, the proposed Montean Meadows development at 3621 131st Avenue NE. Having resided on the property adjacent to this site for 40 years, I am deeply concerned by the precedent this project sets for the City of Blaine.

Specifically, the plan calls for property owners surrounding the project to pay the developer directly for the cost of the project's lift station. This is a highly irregular arrangement that forces neighbors to fund a private developer's essential utility infrastructure. I am requesting formal clarification from the city on whether Blaine has ever allowed a developer to mandate that unattached private property owners pay for the construction of a lift station.

My objections are centered on the following critical issues:

- **Zoning Precedent and Tax Impact:** I oppose the rezoning from Farm Residential (FR) to Development Flex (DF). This shift creates an expectation that the surrounding properties will be subject to involuntary rezoning in the future, fundamentally altering the character of our established neighborhood. Furthermore, I am deeply concerned that this rezoning will result in significantly higher property taxes for long-standing residents, essentially forcing neighbors to pay higher costs for a development they did not initiate and do not want.
- **Inequitable Infrastructure Costs:** The current funding model requires the **eight adjacent properties to pay 67%** of an estimated \$2.5 million in infrastructure costs. In contrast, the **developer can spread their 33% share** across the entire 86 units in the project, significantly diluting their individual financial burden. Forcing unattached properties to bear the overwhelming financial weight of a private developer's requirements, including the lift station, mandatory sewer hook-ups, septic removals, and well capping, is fundamentally unjust. I urge the city to require the developer to pay for all infrastructure costs associated with this project and to place no financial burden on non-participating landowners.

- **Traffic and Safety Hazards on 131st Ave NE:** The addition of 86 new units will critically overload the currently unpaved gravel road. Under Minnesota Statutes Chapter 160, roads designated for "low-volume" use are generally appropriate only for volumes of fewer than 150 vehicles per day. This development will immediately surpass this threshold. Furthermore, under MN Rule 7470.1100, the city must ensure school bus stops are safe; a high-traffic gravel road creates visibility and braking hazards for students.
- **Paving Requirement to Lexington Avenue:** The current plan shows a complete disregard for residents to the east. I urge the council to require that the developer, at their sole expense, pave 131st Ave NE in its entirety from the development site to Lexington Avenue.

The city should not allow a developer to shift their primary business expenses onto long-standing residents while failing to provide necessary safety and infrastructure improvements for the impacted community. Please include these comments in the official record for the public hearing on Tuesday, May 12, 2026.

Sincerely,

David L. Mathews

3650 131st Ave NE, Blaine, MN

612-240-3631



Virus-free [www.avast.com](http://www.avast.com)

**From:** [Rieschl, James B](#)  
**To:** [Planning](#)  
**Subject:** FW: Case File NO. 26-0017 Monteam Meadows  
**Date:** Thursday, May 7, 2026 7:49:10 PM  
**Attachments:** [image002.png](#)

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I will be unable to attend the Public Hearing because I work 2<sup>nd</sup> shift. My concern is a health issue. I have a rare fungal infection called Blastomycosis (see description below)

Everything you are planning on doing is everything I can't be around for health reasons, moving Rotting trees, Digging, and disruption to the soil and so on . Our property is in Ham Lake along Shenandoah Street. Lot 1 is in contact with our property but only part of it. Is there any way to protect our property from direct contact to this project. Maybe leave a small buffer of tress to reduce the dust or shift lot 1 to the right one property. I know you don't have to do anything, but the chance of me contacting the Blastomycosis while I am still in treatment for it is very high. I can't mow the lawn or rake / blow leaves. 4 out of 5 people die from Blastomycosis, so am a lucky one, it almost killed me twice during my 9-week hospital stay So you can understand my concern. If you want a Doctors note to prove my sickness let me know.

Thanks for your consideration.

James Rieschl 3602 133<sup>rd</sup> Lane NE

Blastomycosis is a rare but serious infection caused by breathing in *Blastomyces* fungal spores found in moist soil, decomposing wood, and leaves, particularly in the Mississippi, Ohio, and Great Lakes river valleys. Symptoms include fever, cough, chest pain, and fatigue, often resembling bacterial pneumonia, or skin lesions if disseminated. It is treated with prescription antifungal medication (e.g., itraconazole), with a good prognosis if caught early, though it can be fatal if untreated. [Cleveland Clinic +5](#)



**From:** [Jon Gorzycki](#)  
**To:** [Sheila Sellman](#); [Shawn Kaye](#); [Pat Robinson](#); [Alan Goracke](#)  
**Subject:** Public Comments on Case File 26-0017  
**Date:** Sunday, May 10, 2026 11:05:36 AM

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Dear Ms. Sellman and Ms. Kaye,

I am writing to formally submit my objections and concerns on Case File 26-0017, the proposed Montean Meadows development located at 3621 131st Avenue NE.

The current plan indicates that neighboring property owners may be required to directly compensate the developer for construction of a lift station. This arrangement appears highly atypical and raises significant concerns regarding the appropriateness of assigning private development infrastructure costs to adjacent, non-participating property owners. I respectfully request formal clarification from the City regarding whether similar requirements have been authorized in prior developments, and under what statutory or municipal authority such a condition is being considered.

My concerns are outlined in detail below:

#### 1. Inequitable Allocation of Infrastructure Costs

The proposed cost-sharing model assigns approximately 67% of an estimated \$2.5 million in infrastructure costs to eight adjacent properties, while the developer's 33% share may be distributed across 86 residential units. This results in a disproportionate and inequitable financial burden on existing property owners who are not participants in the development. These costs include, but are not limited to, lift station construction, sewer connections, septic system removal, and well capping.

I respectfully request that the City require the developer to assume full responsibility for all infrastructure necessary to support the project and to avoid imposing financial obligations on neighboring properties that do not directly benefit from or request these improvements.

#### 2. Traffic and Safety Concerns – 131st Avenue NE

The addition of 86 residential units will substantially increase traffic volume on 131st Avenue NE, which currently exists as an unpaved gravel roadway. This increase will exacerbate existing safety concerns associated with unpaved roads, including reduced visibility, dust generation, and longer vehicle stopping distances.

Additionally, the most direct and commonly recommended route from the proposed development to the nearest freeway access point (Lexington Avenue and I-35W) utilizes the unpaved portion of 131st Avenue NE. As a result, this segment is likely to experience the majority of increased traffic. In contrast, Legacy Creek Parkway NE, an alternate route, presents its own safety concerns due to the presence of parked vehicles and frequent pedestrian activity, including children.

These conditions collectively indicate that the current roadway infrastructure is not adequate to safely support the anticipated increase in traffic.

#### 3. Road Improvement Requirements

The current proposal does not sufficiently address impacts to properties located east of the

development site. I respectfully request that the Planning Commission consider adding a condition of approval requiring the developer to fully fund and complete paving of 131st Avenue NE from the development site through to Lexington Avenue, thereby ensuring safe and equitable access for all impacted residents.

#### 4. Conformance with Section 101-4 CUP Criteria

Based on the current proposal, I believe the project does not meet key requirements outlined in Section 101-4 Conditional Use Permit (CUP) criteria, including:

**Excessive Burden on Public Infrastructure:** The proposal places undue strain on existing streets and utilities, particularly given that the primary access road remains unpaved and infrastructure costs are shifted to non-participating property owners.

**Compatibility with Adjacent Properties:** The proposal does not adequately consider the impacts on properties to the east of the development, resulting in incompatibility with the surrounding area.

**Traffic Safety and Congestion:** The anticipated increase in traffic on an unpaved roadway introduces safety hazards and congestion concerns that are not sufficiently mitigated in the current plan.

Given these concerns, I respectfully request that the Planning Commission consider recommending amendments to the proposal to ensure compliance with Section 101-4 requirements. Alternatively, I request that the Commission consider returning this case to a workshop setting for further review and revision prior to approval.

Thank you for your consideration. I respectfully request that this correspondence be entered into the official record for the public hearing scheduled for May 12, 2026.

Sincerely,  
Jon Gorzycki

**From:** [Chris Berry](#)  
**To:** [Planning](#)  
**Cc:** [ssellman@blainmn.com](mailto:ssellman@blainmn.com); [probinson@blainmn.com](mailto:probinson@blainmn.com); [agorache@blainmn.com](mailto:agorache@blainmn.com)  
**Subject:** Montean Meadows (26-0017)  
**Date:** Monday, May 11, 2026 10:21:12 AM

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Dear Planning Department,

I am writing to formally express my concerns regarding the proposed Montean Meadows development and its potential impact on our community.

My primary concern involves the significant increase in traffic and activity that 86 new housing units would generate. We previously experienced the dangers of increased traffic volume when 125th Avenue was closed and vehicles were rerouted to 131st Avenue NE. This period proved extremely hazardous for my children and highlighted that our quiet neighborhood—currently a haven for local wildlife like deer and turkey—is not equipped for such high-density activity. This development threatens to permanently disrupt the safety and character of our residential area.

Furthermore, I have been informed that the developer, Mark Monteen, is requesting that current homeowners share in the cost of required infrastructure improvements. I find this proposal highly inappropriate. As the developer stands to gain the financial benefit from this project, they should be solely responsible for the associated investment costs. Existing homeowners should not be expected to subsidize the infrastructure necessary for a private development that we did not initiate.

Thank you for your time and for considering these points during the planning process.

Best regards,

Chris Berry  
3781 131st Ave NE, Blaine, MN 55449

**From:** [Elizabeth Grazulis](#)  
**To:** [Planning](#)  
**Cc:** [Sheila Sellman](#); [Alan Goracke](#); [Pat Robinson](#)  
**Subject:** Porposed Montean Meadows Case 26-0017 on 131st AVE  
**Date:** Monday, May 11, 2026 10:05:29 AM

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Planning Committee, we have the following questions and concerns regarding the proposed development - Specifically Development Flex (DF).

Development Flex (DF) zoning district. Can you please explain how you came to this proposal?

1. Sounds like anything goes as far as any type of housing built, condos, townhouses, cluster (high density??) in an area where the rest of the road is farm residential?? Basically anything but a mobile home?? Really? This clearly isn't a good fit for our neighborhood.
2. What is a cluster?

Will there be commercial property??

We really need to know exactly what this means and what types of "homes" this DF would include! We originally were told that this would be single family homes?

3. Why should the adjacent properties pay a dime for the road/lift station if they are not the ones wanting this?
4. Why should the adjacent properties pay 2/3 of the cost for this lift station when the developer and Montean will pay only 1/3?
5. What impact does this have to the rest of us to the east of the proposed DF development? We were told many times that "you won't have to pay for sewer or water unless you decide to hook up or sell your property". This has **huge** financial implications for all of us!!
6. Did you consider the impact to the current residents on this road, both to the east and west of this property as well as those on Legacy Creek Parkway as far as traffic and safety to the residents?
7. It appears that the road will start at Legacy Creek Parkway and end Montean's parcel. Can you please confirm this?
8. Will the north side of this proposed development have access to 133<sup>rd</sup> in Ham Lake?
9. Can you please provide all of the access roads that this proposed development will use?
10. It appears that the ditch 59 will remain the same with the 100 ft easement?
11. Will these potential additional "homes" impact our wells and the water levels? Several years ago many pumps/wells were impacted. The pumps had to be lowered as many households had no water.
12. What type of development is the Legacy Creek Parkway in? Why wouldn't this proposed development be the same to have similar houses?
13. Why are you proposing this DF zoning on a road that is the least feasible to handle this population as well as the traffic?
14. Will the potential kids in this area go to Sunrise Elementary as it's within a mile?
15. Will there be speed bumps on 13st AVE as the traffic will increase significantly and certainly speeds as it's a straight 1 mile road from Legacy Creek to Lexington AVE?

We have serious concerns on many issues and several objections on what we have read!!

We appreciate some clarification on all of our concerns.

Thank you

Chris and Liz Grazulis 3790 131 ave NE

Cornerstone Association  
1550 91<sup>st</sup> Ave Ne  
Blaine, MN 55449

5/11/2025

City of Blaine – Planning & Community Development  
10801 Town Square Drive NE  
Blaine, MN 55449

Re: Opposition to Conditional Use Permit Amendment

To Whom It May Concern,

I am writing again on behalf of the Cornerstone Association to formally oppose the Conditional Use Permit amendment request to expand Minnesota Performance into Suite 306. It is our understanding that this expansion has already occurred without approval from either the Association or the City of Blaine, which is a direct violation of the original CUP approval terms.

In addition, we strongly oppose the request for outside storage of six additional passenger vehicles.

The proposed expansion and increased vehicle storage are inconsistent with the Association's governing bylaws and conflict with the zoning regulations applicable to the Light Industrial district in which the property is located. These bylaws and zoning standards were established to preserve operational consistency, appearance standards, business compatibility, and the overall functionality of the district.

As outlined in the CIC Rules and Regulations, Article 7.01 that the units are intended for general office and warehouse purposes only. Furthermore, the original CUP approval was specifically limited to Suite 307. This limitation was an important consideration for neighboring owners who supported the original request, as it provided a buffer between Minnesota Performance and adjacent units.

Since the expansion into adjoining Suite 306, the owner of Suite 305 has experienced significant disruptions, including excessive noise, strong exhaust and gasoline odors, vibrations from revving vehicles, and parking spaces being occupied by additional vehicles associated with the business operations.

Regarding parking at Cornerstone, there are 72 parking spaces located in front of the building, including four handicap-accessible spaces. With 21 units in the association, this averages to approximately three parking spaces per unit for normal business use.

In addition, there are 21 parking spaces along the west side of the property designated for trailer or equipment parking. In some cases, unit owners may also park one vehicle behind their unit near the garage door, if applicable. Altogether, this provides roughly five parking spaces per unit.

Because parking is already limited, any unit owner using more than their fair share of spaces directly impacts other businesses operating within the association. To help manage this, the association maintains parking rules and regulations designed to limit overcrowding and ensure fair access for all owners and tenants. Allowing additional vehicles beyond these limits would likely create further congestion and conflict within the parking lot affecting multiple businesses. The association's adopted parking rules and regulations are attached for reference.

In conclusion, the Association believes the requested CUP amendment is incompatible with both the governing documents of the Cornerstone Association and the intended use standards of the Light Industrial zoning district. The unauthorized expansion into Suite 306, combined with the proposed increase in outside vehicle storage, has already created measurable negative impacts on neighboring unit owners and common area operations. For these reasons, the Cornerstone Association respectfully requests that the City deny the CUP amendment request in its current form.

See attachments

Thank you for your time and consideration

Sincerely,

Cornerstone Association Board  
1550 91<sup>st</sup> Ave Ne  
Blaine, MN 55449



Notice unit numbers 307 and 306 there is a total of 6 vehicles in the back courtyard.



Notice the trailer parked in front of building utility meters and additional cars.



**CORNERSTONE ASSOCIATION  
PARKING PERMIT APPLICATION, QUALIFICATIONS  
AND RULES AND REGULATIONS  
Revised June 2011**

Prior to parking any motorized vehicle and/or trailer, including but not limited to scooters, motorcycles, cars, vans, trucks, sport utility vehicles, RVs, Winnebagos, or campers (hereinafter "Equipments") or Equipments loaned by employees to their respective employers, operable Equipments brought in for repairs and/or Equipments used by business owners in their respective job sites or out of town business activities ("Transient Equipments") on any portion of the common elements within Cornerstone Office Warehouse, Inc. (the "Association"), the owner or tenant must apply for a parking permit, temporary parking permit or special parking permit and comply with the following rules and regulations. Owner shall mean and refer to the record owner of a condominium unit within the Association as defined by the declaration. Tenant shall mean and refer to any party lawfully occupying a condominium unit within the Association pursuant to a lease in compliance with the declaration and any rules and regulations adopted by the Association.

1. Equipments and Transient Equipments parked overnight or longer on the common elements, whether behind or in front of each unit and/or at the designated parking areas, must have a parking permit, temporary permit or special permit issued by the Association hanging on the rearview mirror, which is readily visible from the outside of the Equipments or Transient Equipments. For Equipments or Transient Equipments without a rearview mirror, the parking permit, temporary parking permit or special parking permit must be taped on the side of the Equipments or Transient Equipments and must be readily visible. Owners and Tenants are responsible for ensuring the parking permit, temporary parking permit or special parking permit stays affixed to the Equipments or Transient Equipments and is readily visible. To register Equipments or Transient Equipments for a parking permit, temporary permit or special parking permit, the Owner or Tenant shall provide to the Association a written statement as to the model, make, year, license plate number, plate expiration and general description of the Equipments or Transient Equipments and shall also certify that the Equipments or Transient Equipments will be used in compliance with the requirements of the applicable permit. To register, the Owner or Tenant shall also provide an email address whereby notice of any parking issues or violations may be promptly received by such Owner or Tenant.
2. To qualify for a parking permit, Equipments must be used primarily to carry out the business activities of the Owner or Tenant. Parking permits shall automatically renew annually, except as stated herein. Notwithstanding the foregoing, at the discretion of the Board, upon notice to the Owner or Tenant, parking permit applications shall be re-submitted, from time to time, to ensure accurate records and notice of ownership and other changes regarding the Equipments. Equipments or Transient Equipments desired to be parked overnight or longer must be parked at the designated parking areas and **must not** be parked in front and/or behind each unit during winter months (November through April). Equipments or Transient Equipments parked at the designated parking areas must not overhang on the curb which blocks the sprinkler heads and may prevent the lawn company to properly mow the lawn. The Board of Directors reserves the right to move Equipments or Transient Equipments parked in the designated parking areas and/or behind and in front of each unit, after actual notice to the Owner or Tenant or after 24 hour email notice to the Owner or Tenant, especially during winter months (November through April each year) or in cases of emergency, without notice to the Owner or Tenant, at the expense of the Owner.
3. Equipments and Transient Equipments must be operable and must have a current year license plate (if applicable) to obtain and/or retain a parking permit, temporary parking permit or special parking permit. Equipments and Transient Equipments, with flat tires or expired plates or which are inoperable, will not be issued any parking permit, temporary parking permit or special parking permit and any previously issued parking permit, temporary parking permit or special parking permit may be revoked upon email notice to the Owner or Tenant by the Association.
4. Transient Equipments may be granted a temporary parking permit for a maximum of ninety (90) days for each calendar year. Temporary and/or Special parking permits will have a colored dot on the temporary parking permit tag.
5. Equipments which are personal in nature such as vehicles, trailers, campers and other motorized vehicles used by employee(s) and/or other parties associated with the Owner or Tenant, to commute to and from work, shall not be parked overnight on the common elements. An Owner or Tenant, their employees or other parties associated with the Owner or Tenant that seeks to park personal equipments overnight or longer, behind or in front of each unit and/or at other designated parking areas, may apply for a special parking permit if the employee(s) and/or other parties associated with the Owner or

Tenant, are sent out of town for training, conferences and other valid reasons to carry out the business activities of the Owner or Tenant, as determined by the Board of Directors in its sole discretion.

6. Equipments or Transient Equipments acquired by an Owner through foreclosure of a unit and/or through collection efforts, intended for sale, may be granted a temporary parking permit by the Association for a maximum of ninety (90) days for each calendar year. The Board may require the Owner to submit reasonable documentation or evidence to prove that the Equipments or Transient Equipments were acquired through foreclosure of a unit or through related collection efforts. Equipments of an Owner or Tenant, which are used for personal and not business purposes, intended for re-sale cannot be parked on the common elements.

7. If misplaced or lost, parking permit, temporary parking permit or special parking permit tags can be re-issued upon request of an Owner or Tenant for a cost of \$10.00.

8. The Board of Directors reserves the right to modify the parking rules and regulations from time to time. Owners and/or Tenants that have properly registered their Equipments or Transient Equipments will be notified via email of the modifications, if any.

9. It will be the responsibility of the Owner to disseminate the Parking Rules and Regulations information to all their respective Tenants, employee(s) and/or other parties associated with the Owner or Tenant, who maybe parking overnight or longer behind and/or in front of each unit and/or at other designated parking areas.

10. The current official towing company of the Association is Shorty's, telephone No. 763-784-1411. Shorty's will periodically inspect the common elements during the night. Equipments or Transient Equipments without readily visible parking permit, temporary parking permit or special parking permit tags will be towed at the expense of the Owner, without notice to the Owner or Tenant.

11. The Association, its Board Members, its officers and its agents are not liable for any damages to Equipments or Transient Equipments or theft while parked on the common elements.

12. Owners are liable for the compliance of their Tenants and/or other parties associated with the Owner(s) or Tenant(s) with these parking rules and regulations. To the extent Owners, Tenants and/or other parties associated with Owner(s) or Tenant(s), are not in compliance with the governing documents for the Association, the Association is permitted, but not required, to refuse to issue or revoke any parking permit, temporary parking permit or special parking permit until the Owner and/or Tenant complies with the governing documents for the Association.

13. The parking Permit Registration and Application form (enclosed with this packet) must be filled out and signed by the Owner(s) or Tenant(s) for each vehicle or equipments that may be parked overnight or longer, behind or in front of each unit and/or other designated parking areas. The form must contain the make, model, year, license plate number, plate expiration month and year and/or other pertinent information regarding the Equipment or Transient Equipment. The completed form must be mailed to:

Cornerstone Association Board  
5776 Matterhorn Drive  
Fridley, MN 55432

Adopted by the Cornerstone Board of Directors, the \_\_\_\_ day of \_\_\_\_\_, 2011.

535473\_1

**COMMON INTEREST COMMUNITY NO. 200**

**A CONDOMINIUM**

**CORNERSTONE OFFICE WAREHOUSE, INC.**

**DECLARATION**

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**THIS DECLARATION** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2005 by HOKCO Investments, LLC, a Minnesota limited liability company, herein called "Declarant," pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

**RECITALS**

Declarant is the owner of the following described real estate located in Anoka County, Minnesota:

That part of the Southwest quarter of the Northeast Quarter of Section 32, Township 31, Range 23, described as beginning at a point on the North Line of said Southwest Quarter of the Northeast Quarter, said point being 1187.42 feet East of the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence South parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 33 feet to the actual point of beginning of the land to be described; thence continuing South along the last described line a distance of 417.42 feet; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet; thence North parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet more or less to a point 33 feet South of the North line of said Southwest Quarter of the Northeast Quarter; thence East along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter to the actual point of beginning, Anoka County, Minnesota.

Abstract Property

("Real Estate")

together with all buildings and improvements now or hereafter constructed or located therein and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said Real Estate.

Declarant wishes to establish the Real Estate as a condominium under the Act.

**NOW THEREFORE**, Declarant declares that the Real Estate is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns, and which shall inure to the benefit of each unit owner, and the heirs, successors and assigns of each unit owner.

#### 1.00 DEFINITIONS

1.01 Words defined in the Act shall have the meaning ascribed to them in the Act. The following are supplemental definitions.

- a. "Association" shall mean Cornerstone Office Warehouse, Inc., a Minnesota nonprofit corporation.
- b. "Board of Directors" or "Board" shall mean the board of directors of the Association.
- c. "Member" shall mean any person or entity holding membership in the Association.
- d. The "Bylaws" of the Association which are incorporated into and made a part of this Declaration by this reference.
- e. "Unit" shall mean any of Units 101 through 110 inclusive, 201 through 204 inclusive and 301 through 307 inclusive within the Building
- f. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Real Estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Unit is being sold by the fee owner to a contract purchaser who is entitled to possession of the Unit, the contract purchaser shall be considered the Owner of the Unit if (a) the rights of the contract seller hereunder are delegated to the contract purchaser under such Contract for Deed; and (b) the Contract Purchaser shall furnish proof of such delegation to the Association.

## 2.00 IDENTITY OF REAL ESTATE AND CIC

2.01 Identity. This Declaration establishes Common Interest Community No. 200, Anoka County, Minnesota, under the name Cornerstone Office Warehouse. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The Real Estate included within this CIC is located in Anoka County, Minnesota and is legally described as follows:

## 3.00 CIC PLAT

3.01 The CIC Plat for this CIC is being recorded simultaneously with, and as a part of, this Declaration.

That part of the Southwest quarter of the Northeast Quarter of Section 32, Township 31, Range 23, described as beginning at a point on the North Line of said Southwest Quarter of the Northeast Quarter, said point being 1187.42 feet East of the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence South parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 33 feet to the actual point of beginning of the land to be described; thence continuing South along the last described line a distance of 417.42 feet; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet; thence North parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet more or less to a point 33 feet South of the North line of said Southwest Quarter of the Northeast Quarter; thence East along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter to the actual point of beginning; Anoka County, Minnesota.

## 4.00 OWNERS ASSOCIATION

4.01 Cornerstone Office Warehouse, Inc. has been incorporated as a Minnesota nonprofit corporation under Minnesota Statutes, Chapter 317A to act as the association of unit owners required by section 515B.3-101 of the Act.

## 5.00 UNITS AND UNIT IDENTIFIERS

5.01 This CIC consists of twenty-one (21) units. The unit identifier of each unit is shown on the CIC Plat.

## 6.00 BOUNDARIES

6.01 The unit boundaries of each unit shall be the walls, floors and ceilings of each unit, as described in further detail in Section 515B.2-102(b) of the Act.

6.02 The boundaries between adjoining units under common ownership by a Member may be relocated pursuant to Section 515B.2-114 and Section 515B.2-113 of the Act.

## 7.00 USE OF UNITS

7.01 Units. Each of the units shall be used only for general office/warehouse purposes (Permitted Uses). The Association may by rules and regulations specify uses which qualify and which do not qualify as and for general office/warehouse purposes hereunder; however, that any change in permitted uses may be made only by amendment as provided for in this Declaration. In no event shall any unit be used for residential purposes. Timeshares are not permitted.

## 8.00 ALLOCATED INTERESTS

8.01 Expenses and Ownership. Each of the units is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association, specified in Exhibit B attached to this Declaration. However, certain expenses may be assessed on a different basis, or against one or fewer than all units, under the following circumstances:

- a. Any common expense associated with the maintenance, repair, or replacement of a limited common element undertaken by the Association may be assessed exclusively against the unit or units to which that limited common element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- b. Any common expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- c. The costs of insurance may be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed in proportion to usage.
- d. Reasonable attorneys fees and others costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of this Declaration, the Bylaws, the Act, or the Rules and Regulations, against an Owner or occupant or their guests, may be assessed against the Owner's unit.

- e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.
- f. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the units existing at the time the judgment was entered, in proportion to their common expense liabilities.
- g. 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.
- h. 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.
- i. 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.
- j. Assessments described in Subsections 8.01.a-h shall not be considered special assessments as described in Section 9.02.

8.02 Formula. The percentage allocation of interests specified in Exhibit B is calculated for each unit by dividing the area of the unit into the total area of all units.

8.03 Voting. Each unit shall have one vote.

## 9.00 ASSESSMENTS

9.01 General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The following subsections 9.02 through 9.04 supplement those provisions.

9.02 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unforeseen or unbudgeted common expense, including without limitation the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-

thirds (2/3) of the voting power of members who are voting in person or by proxy at a meeting duly called for this purpose.

9.03 Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all units not later than 60 days after the conveyance of the first unit to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

- a. Notwithstanding anything in this Declaration to the contrary, the Declarant's liability, and the assessment lien, for common expense assessments other than replacement reserves, on any Unit owned by the Declarant is limited to twenty-five percent (25%) or any greater percentage of any common expense assessment levied, until the Unit or any building in which the Unit is located is substantially completed. Substantial completion shall be evidenced by the issuance of a Certificate of Occupancy in any jurisdiction that may be authorized to issue a Certificate of Occupancy. This reduced assessment shall apply to each Unit owned by the Declarant at the time that the Unit is created.

9.04 Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each unit for the following fiscal year and shall send written notice thereof to each owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each owner.

9.05 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 this Declaration, (ii) any first mortgage on the unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit. Notwithstanding the foregoing, if a first mortgage on a unit is foreclosed, the first mortgage was recorded on or after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, and 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 Section 515B.3-115(a), (h)(I) to (3), (i), and (I) 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.

9.06 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the unit until satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the unit,

including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

#### 10.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

10.01 Common Elements. The Association shall undertake the maintenance and repair of the common elements, the expense of all of which shall be allocated as described in the Act and this Declaration, except that each unit owner will be solely and directly responsible for the expense of replacement of broken glass in windows and doors of such owner's unit. The Association shall have the exclusive right to manage, maintain and alter the common elements.

10.02 Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Real Estate, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Estate or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each unit.

10.03 Personal Property and Real Estate for Common Use. The Association may acquire and hold for the use and benefit of all of the owner's tangible and intangible personal property and real estate and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a unit, provided that an owner may delegate the right of enjoyment of such property to lawful occupants of such unit. A transfer of title to a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a unit under foreclosure shall entitle the buyer to the beneficial interest in such property associated with the foreclosed unit.

#### 11.00 OWNERS' MAINTENANCE

11.01 Upkeep and Maintenance. Each owner shall undertake, at the expense of such owner, the upkeep and maintenance of such owner's unit, and to the extent not otherwise maintained by the Association, of the assigned limited common elements, and each owner shall maintain the same free of hazardous substances or equipment, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other units. Every owner must perform promptly all cleaning, maintenance and repair work within his unit, which, if omitted, would affect another unit or units, being expressly responsible for the damages and liabilities that failure to do so may engender. The Association may from time to time specify reasonable standards for all such maintenance. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional

exterminator, and upon failure of the owner to so do, the Association after reasonable notice may enter the unit with a professional exterminator or other appropriate contractor and take corrective action, charging the owner of such unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building, or impair any easement of hereditament, nor do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.

11.02 Heating. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a unity which might result in damage to an adjoining unit, all owners shall maintain the temperature of their Units, at all times, at least at 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the owner's reasonable control. Any damage resulting from the refusal or failure of an owner so to maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the owner's reasonable control) the cost thereof assessed against the unit of the refusing or failing owner. However, if the failure to maintain such minimum temperature is due to causes beyond the owner's reasonable control, the cost of such repair shall be a common expense. The Association may by rule require units which are unoccupied for substantial periods of time during winter to use alarms which will detect abnormally low temperatures.

## 12.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

12.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:

- a. The Association shall carry workers compensation insurance whenever it has eligible employees.
- b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Association to keep specified coverages in effect for specified period and to notify a holder, insurer or guarantor of any changes to coverage.

12.02 Owner's Individual Policies. Each owner should carry insurance for his or her own benefit insuring personal liability and carpeting, wallcovering, trade fixtures, furniture, furnishings, equipment and other personal property, and fixtures and other real estate supplied or installed by this owner or a previous owner or tenant, except to the extent that the Association in its discretion provides blanket coverage for some or all such items, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.

12.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any owner to the owner's unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if the owner desires the same insured. If the Trustee or mortgagee undertakes the reconstruction or remodeling of a unit as above provided, the same need be restored only to substantially the same condition as the unit was as of the completion of original construction.

12.04 Eminent Domain. As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to any condemnation involving all or any part of this CIC, including the condemnation proceedings, and any negotiations, settlements, or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of owners and mortgage holders.

12.05 Deductibles. The Association may, in the case of a claim for damage to a unit, (i) pay the deductible amount as a common expense, (ii) assess the deductible amount against the units affected in any reasonable manner, or (iii) require the owners of the units affected to pay the deductible amount directly.

### 13.00 ARCHITECTURAL RESTRICTIONS

13.01 Association Control. The Association shall have the exclusive control of the common elements (including limited common elements) and no change shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the written authorization of the Association.

13.02 Windows. No films or coating shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit, without the prior written consent of the Association. All window treatments in a unit which are visible from outside the unit shall be of a light neutral color. The Association may from time to time prescribe one or more specific materials and colors. All window treatments shall be constructed for use as draperies, curtains or blinds, and no sheets or untailored materials shall be used as window coverings at any time.

13.03 Awnings. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills, without the prior written consent of the Association.

13.05 Wiring or Penetrations. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Association.

13.06 Mechanical and Electrical Equipment. No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association. No oil-fired or other combustion type heaters shall be allowed in units.

13.07 Structures on the Common Elements. No building, fencing or other structures which were not part of the original construction, nor any trees, bushes or substantial change in landscaping shall be erected or maintained on the common elements (including limited common elements) except with the written authorization of the Association.

13.08 Antennae. Except with prior written approval of the Association, no exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon the common elements or the exterior of a unit. However, any requirements with respect to satellite receiving antennas one meter or less in diameter shall be reasonable, shall not impair or degrade reception and shall conform to the Federal Telecommunications Act of 1996.

#### 14.00 RENTAL RESTRICTIONS

14.01 Any lease between an owner and a tenant shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease of a unit must be for an entire unit, not a portion thereof. All leases of units shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease of a unit may be for a period of less than thirty (30) days. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use the common rooms and open spaces of the CIC, and no owner shall be permitted the use thereof unless in occupancy of a unit. Other than the foregoing, there shall be no restrictions on the right of any owner to lease a unit.

## 15.00 GENERAL RESTRICTIONS

15.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully occupying the Real Estate. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

15.03 Animals. No pets shall be permitted to be kept on the Real Estate by any owner or occupant.

15.04 Signs. No sign of any kind shall be displayed to the public view on any unit, except:

- a. Designations, in such styles and materials as the Board of Directors shall by regulation approve, of street addresses and names of occupants;
- b. A "For Sale" sign may be displayed provided that it is in such styles and materials as the Board shall by regulation approve; and
- c. Declarant shall be permitted to erect and maintain upon the Real Estate such signs as it deems necessary to advertise the development during the construction and sale periods.

15.05 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other owners, or otherwise create disturbances to the peace and tranquility of the CIC. No nuisance shall be allowed on the CIC nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the CIC by all unit owners.

15.06 Outside Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, outdoor cooking equipment, trash and garbage containers shall not be allowed.

15.07 Vehicle Storage. No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles," tractor/trailers or trucks in excess of 9,000 pounds' gross vehicle weight, or unlicensed or inoperable vehicles shall at any time be stored or parked on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.

15.08 Repair to Vehicles. Save for emergency repairs, no repairs or adjustments to motor vehicles may be carried out on the common elements.

15.09 Landscaping. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees, and flower beds.

15.10 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space.

15.11 No Obstructions. The sidewalks, walkways, halls, passages, entrances, corridors, stairways, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.

15.12 Hazardous Substances. No "Hazardous Substance" as defined by any applicable federal or state environmental law shall be stored or generated on any part of the Real Estate. Notwithstanding the preceding sentence, an owner or tenant of an owner may use or store immaterial amounts of commonly known and used materials which may be deemed Hazard Substances hereunder, provided that any such use or storage (a) does not constitute a remunerative activity of the owner or tenant, (b) is incidental to the owner or such tenant's primary use of the Unit and does not constitute a primary use thereof, and (c) complies at all times with all applicable federal and state environmental laws.

15.13 Non-Interference. No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Board of Directors.

15.14 Cable System Access. In the event the Board of Directors authorizes any sort of master, cable or community television or data system, each owner hereby authorizes access to his or her unit upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such unit, without regard to whether the owner then elects to subscribe to or use such system.

15.16 Rules and Redations. The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonable relating to the enjoyment of the CIC by owners and

occupants, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.

15.17 No Additional Units. Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.

15.18 No Time Shares. Time shares, as defined in the Act, are not permitted in this CIC.

#### 16.00 FIRST MORTGAGEES

16.01 Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

16.02 Notice of Action. Any mortgagee and any insurer or guarantor of a first mortgage on a unit who has advised the Association in writing of its name and address and the address of the unit covered by such mortgage, and in said writing has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under this Declaration, the Bylaws, or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
- c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Section 17.03 below.

16.03 Examination of Books and Records. First mortgagees and holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

16.04 Designation of Representative. Any holder of a first mortgage on a unit may designate a representative to attend meetings of members.

17.00 AMENDMENTS

17.01 Statutory Requirements. The Act specifies the requirements for amending this Declaration.

17.03 Mortgagee Approval. In addition to all other requirements set forth herein, and except when a higher percentage is required by law or this Declaration, amendments to this Declaration of a material nature must be agreed to by unit owners who represent at least 67% of the total allocated votes in the Association and by mortgage holders who have submitted a written request to the Association to be notified of any proposed action requiring consent of mortgage holders, who represent at least 51% of the votes ascribed to units that are subject to mortgages held by such mortgage holders. A change to any of the provisions governing the following matters would be considered material:

- a. voting rights;
- b. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- c. reductions in reserves for maintenance, repair, and replacement of common elements;
- d. responsibility for maintenance and repairs;
- e. reallocation of interests in the general or limited common elements, or rights to their use;
- f. redefinition of any unit boundaries;
- g. convertibility of units into common elements or vice versa;
- h. expansion or contraction of the CIC, or the addition, annexation, or withdrawal of property to or from the CIC;
- i. hazard or fidelity insurance requirements;
- j. imposition of any restrictions on the leasing of units;
- k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. a decision by the Association to establish self management if professional management had been required previously by the holder of a first mortgage on a unit;

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- m. restoration or repair of the CIC (after damage or partial condemnation) in a manner other than that specified in this Declaration; or
  - n. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

#### 18.00 WORKING CAPITAL FUND

18.01 Establishment. The Declarant shall establish an Association working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two months' assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected. A contribution from each unit to the working capital fund is measured by two months' assessments but amounts paid into the fund are not advance payments of regular assessments.

18.02 Declarant's Accounting. This working capital fund is the property of the Association, and is not to be confused with any earnest money agreed upon between the Declarant and buyers of units. The Declarant may not use the Association working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. When unsold units are sold, however, the Declarant may reimburse itself from funds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

#### 19.00 MISCELLANEOUS

19.01 Right to Cure. In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.

19.02 Association Acts through Board. The power and authority of the Association as provided in the applicable Statutes, the Declaration, Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action, consent or discretion by the Association shall mean the Board of Directors acting for the Association, unless action by the

vote of the owners, members or mortgagees is expressly required by this Declaration or the Bylaws.

19.03 Notices. Any notice required to be sent to any member of the Association (or owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing. In the case of multiple owners of a unit, notice to any one of such owners shall be deemed notice to all.

19.04 Captions. The headings in this Declaration are intended for convenience only and shall not be given any substantive effect.

19.05 Construction. In the event of an apparent conflict between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his," "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.

19.06 Rights of Action. In addition to all other remedies and rights set forth in the Act, the Association, and any one or more aggrieved Unit Owners, shall have the right of action against Units Owners who fail to comply with the provisions of this Declaration and by Bylaws or the decisions of the Association, and one or more Unit Owners shall also have such rights of action against the Association for any failure to comply with or enforce such provisions.

19.07 Declarant's Rights and Obligations. The Declarant shall enjoy the same rights and shall be deemed to have assumed the same duties with respect to its unsold units in the CIC as any other owner, except as modified or extended by the alternate assessment program and the special declarant rights described in this Declaration.

19.08 Easements.

- a. Whenever in, or whenever by, this Declaration, the Bylaws or the Act, a unit owner, the Association, the Board, or any other person, is authorized to enter upon a unit or the common elements to repair, maintain, restore or reconstruct all or any part of a unit or the common elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted, subject to the terms and conditions of the applicable condominium document relating to such right-of-entry.
- b. Subject to such reasonable rules, regulations and restrictions as may be imposed by the Association, each unit owner and each other occupant of any unit and the employees, agents and invitees of each such unit owner and occupant, including persons making deliveries and pickups, are hereby granted an easement for ingress and egress through all common elements in common with the other unit owners and occupants and the employees, agent and invitees of such person.



**EXHIBIT A**

**COMMON INTEREST COMMUNITY NO. 200  
A CONDOMINIUM  
CORNERSTONE OFFICE WAREHOUSE, INC.**

Allocation of Interest in the Common Elements and the Kind of the Common Expenses

<b>UNIT</b>	<b>SQUARE FEET</b>	<b>PERCENTAGE</b>
101	2305	4.48%
102	2400	4.66%
103	2400	4.66%
104	2400	4.66%
105	2400	4.66%
106	2400	4.66%
107	2400	4.66%
108	2400	4.66%
109	2400	4.66%
110	2400	4.66%
201	2700	5.24%
202	2700	5.24%
203	2700	5.24%
204	2700	5.24%
301	2400	4.66%
302	2400	4.66%
303	2400	4.66%
304	2400	4.66%
305	2400	4.66%
306	2400	4.66%
307	2400	4.66%
<b>TOTAL</b>	<b>51,505</b>	<b>100.00%</b>

**BY-LAWS  
OF  
CORNERSTONE OFFICE WAREHOUSE, INC.**

**ARTICLE I.**

**Name and Location**

The name of the corporation is Cornerstone Office Warehouse, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1550 - 91<sup>st</sup> Avenue Northeast, Blaine, Minnesota 55449, but meetings of members and directors may be held at such places within the State of Minnesota as may be designated by the Board of Directors.

**ARTICLE II.**

**Definitions**

**Section 1.** "*Association*" shall mean and refer to Cornerstone Office Warehouse, Inc., its successors and assigns.

**Section 2.** "*Properties*" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "*Unit*" shall mean any of the Units 101 through 110 inclusive, 201 through 204 inclusive and 301 through 307 inclusive within the Building.

**Section 4.** "*Owner*" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5.** "*Declarant*" shall mean and refer to HOKCO Investments, LLC, a Minnesota limited liability company, its successors and assigns.

**Section 6.** "*Declaration*" shall mean and refer to the Declaration applicable to the Properties recorded or to be recorded in the Office of the County Recorder, Anoka County, Minnesota.

**Section 7.** "*Member*" shall mean the Owner of any Unit. Any Unit Owner shall be entitled to membership in the Corporation.

## ARTICLE III.

### Meeting of Members

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members falls on a weekend or is a legal holiday, the meeting will be held at the same hour on the next business day.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the members.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit.

## ARTICLE IV.

### Board of Directors; Selection; Term of Office

**Section 1. Number.** The affairs of this Association shall be managed by a Board of two (2) Directors until such time that there are seven (7) Unit Owners, at which time a special meeting will be held and a Board of three (3) Directors shall be elected.

**Section 2. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 3. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**Section 4. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V.

### Nomination and Election of Directors

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among Members only.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI.

### Meetings of Directors

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by a resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII.

### **Powers and Duties of the Board of Directors**

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) adopt and publish in a newspaper of general circulation in and for Anoka County, Minnesota, rules and regulations governing the use of the common area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of its Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
- (i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (ii) send written notice of each assessment to every Owner subject thereto at least twenty (20) days in advance of each annual assessment period; and
  - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any persons, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g) cause the common area to be maintained.

## ARTICLE VIII.

### Offices and Their Duties

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by a two-thirds (2/3) vote of the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

- (a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.
- (b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Associations books to be made by a public accountant to the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE IX.

### Committees

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X.

### Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI.

### Assessments

As specifically provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by the continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any

such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his or her Unit.

## ARTICLE XII.

### Corporate Seal

The Association shall have no corporate seal.

## ARTICLE XIII.

### Amendments

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

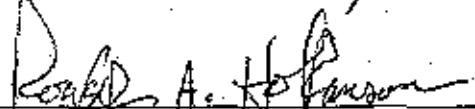
**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

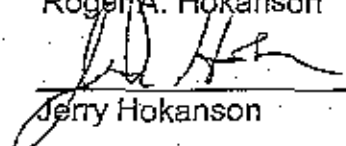
## ARTICLE XIV.

### Miscellaneous

This fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**IN WITNESS WHEREOF**, we, being all of the directors of Cornerstone Office Warehouse, Inc., have set our hands this 1<sup>st</sup> day of February, 2006.

  
\_\_\_\_\_  
Roger A. Hokanson

  
\_\_\_\_\_  
Jerry Hokanson

Bret Hokanson  
Bret Hokanson

Brian Hokanson  
Brian Hokanson

David Hegedus  
David Hegedus

**CERTIFICATION**

The undersigned, does hereby certify:

**THAT** I am the duly elected and acting secretary of Cornerstone Office Warehouse, Inc., a Minnesota nonprofit corporation; and

**THAT** the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of February, 2005

**IN WITNESS WHEREOF**, I have hereunto subscribed my name this 1st day of February, 2004.

Brian Hokanson  
Brian Hokanson  
Secretary

**RULES AND REGULATIONS  
OF  
CORNERSTONE OFFICE WAREHOUSE**

1. The sidewalks, entries, passages, court corridors, stairways and elevators shall not be obstructed by Unit Owner, its employees or agents, or used by them for any purpose other than ingress and egress to and from the Premises. Any damage done to the Building or the Project by taking in or removing any equipment or from overloading any floor in any way shall be paid by Unit Owner. Defacing or injuring in any way any part of the Building by Unit Owner, its agents, employees, contractors, licensees or invitees shall be paid for by Unit Owner.

2. Unit Owner will refer all contractors' representatives and installation technicians rendering any service on or to the Premises for Unit Owner to Association for Association's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Such approval, if given, shall in no way make Association, a party to any contract between Unit Owner and any such contractor or technician, and Association shall have no liability therefor.

3. No furniture shall be placed in front of the Building or in any lobby or corridor or on the loading dock without written consent of Association.

4. Association shall have the right to designate parking areas for the use of the Unit Owners of the Building and their employees, and Unit Owner and its employees shall not park in parking areas not so designated, specifically including driveways, fire lanes, loading/unloading areas, walkways, visitor parking areas and building entrances. Unit Owner agrees that upon written notice from Association, it will furnish to Association, within five (5) days after receipt of such notice, the state automobile license numbers assigned to the automobiles of Unit Owner and its employees. Association shall not be liable for any vehicle of Unit Owner or its employees in the event that the Association may have towed such vehicle from the Common Areas when parked in violation of the provisions hereof. Association will not be liable for damage to vehicles in the parking areas or for theft of vehicles, personal property from vehicles, or equipment of vehicles.

5. Unit Owner shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other Unit Owners, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon the Building or any part thereof, or conflict with any rules and ordinances of the local Board of Health or any other governing bodies.

6. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in the Building, shall be covered or obstructed by Unit Owner.

7. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse by Unit Owner, its agents, employees, contractors, licensees or invitees shall be paid for by Unit Owner.

8. No shades, draperies or other window coverings are allowed in the Premises except for building standard items approved by Association. Outside awnings approved by Association may be installed by Unit Owner.

9. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.

10. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by Unit Owner, its agents, employees, contractors, licensees or invitees, shall be replaced or repaired and put in order by Unit Owner under the direction and to the satisfaction of Association, and on removal shall be left whole and in good order.

11. Smoking is prohibited in all common areas

Association \_\_\_\_\_  
Unit Owner \_\_\_\_\_