

Receipt:# 627902

COP \$46.00

Return to:
MADIGAN DAHL & HARLAN
PA
33 South 6th Street Suite
3675
Minneapolis MN 55402

1287359



Certified Filed and/or recorded on:

8/1/2023 11:31 AM

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Certificate #: 40752

Office of the Registrar of Titles
Washington County, Minnesota
Amy Stenftenagel, Registrar of Titles

**COMMON INTEREST COMMUNITY NO. 413
A COOPERATIVE**

**WOLF MARINA COOPERATIVE ASSOCIATION
DECLARATION**

THIS DECLARATION OF COMMON INTEREST COMMUNITY is made as of the 17th day of **July, 2023**, by Wolf Marine, Inc., a Minnesota corporation ("**Declarant**"), pursuant to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B ("**Act**"), as the same may be amended from time to time.

RECITALS

- A.** Declarant is the owner of the real estate located in Washington County, Minnesota, legally described on **Exhibit A** hereto (hereafter referred to as the ("**Real Estate**").
- B.** Declarant intends to submit the Real Estate and all improvements thereon to the Act.
- C.** Declarant wishes to establish the Real Estate as a cooperative common interest community under the Act.
- D.** The common interest community hereby created is not subject to a master declaration.

NOW, THEREFORE, Declarant hereby creates and establishes a cooperative common interest community known as **Wolf Marina Cooperative Association (CIC No. 413)** ("**Cooperative**" or "**Association**") and declares that so long as the Association owns fee simple title to the Real Estate that the Real Estate is and shall be held, transferred, conveyed, sold, leased, occupied and developed subject to the Act, and subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Real Estate and shall be binding on all parties having any right, title, or interest in the Real Estate, including rights of use, occupancy of any nature, or leasehold interests therein.

1. Definitions. Terms used herein shall have the meaning ascribed to them in the Act. The following are supplemental definitions, especially applicable to this Declaration:

- a)** "**Association**" shall mean Wolf Marina Cooperative Association incorporated on **July 14, 2023**, pursuant to Minnesota Statutes, Chapter 308A.
- b)** "**Board of Directors**" shall mean the Board of Directors of the Association.
- c)** "**Bylaws**" means the Bylaws governing the operation of the Association, as amended from time to time.
- d)** "**Common Elements**" means all parts of the Property except the Units, including all improvements thereon.

e) **“Common Expenses”** means and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation including, without limitation, allocations to reserves and those items specifically identified as Common Expenses in this Declaration or the Bylaws.

f) **“Cooperative”** means Wolf Marina Cooperative Association.

g) **“Declarant”** means Wolf Marine, Inc., and its assign or assigns.

h) **“Declarant Control Period”** means the time period during which Declarant has the exclusive right to appoint the members of the Board, as described in Section 16.

i) **“End Tie”** means any location on any Pier or Dock where there exists, as of June 1, 2023, a boat tie location or cleat that is not designated as a Boat Slip, as exhibited in **Exhibit C** to the Declaration.

j) **“Lease” or “Member Lease”** shall mean the Wolf Marina Cooperative Association Membership Lease and License for Boat Slip/Unit agreement between the Member and the Association describing the terms and conditions under which the Member may occupy/use a specified Unit and the Cooperative Real Estate.

k) **“Member”** means all Persons or entities who are members of the Association by virtue of entering into a Lease with the Association for the lease of a Unit.

l) **“Membership”** means all rights, interests and obligations of a Member in the Association and in the Cooperative, including, but not limited to, interest in a Unit and those rights, interests and obligations set forth in and arising from the Lease, the Act and the Governing Documents. Membership shall be tied to a Unit. In order to obtain rights in or to any Unit, a Member must purchase a Membership from Declarant, or, for any Membership or Ownership Interest owned by any other Member, from that Member, in accordance with this Declaration, the By-Laws, and any other governing document.

m) **“Membership Certificate”** means a certificate issued by the Association evidencing a Member's Membership in the Association.

n) **“Unit”** means the Slips and End Ties (except as otherwise excluded) designated on **Exhibits B/B.1 and C**.

o) **“Unit/Slip Map” or “Diagram”** means the drawing attached hereto as **Exhibit C**.

p) **“Unrelated Retail Subscriber”** means any person or party who would or does not use the Membership for his/her personal recreational purposes, but uses/owns/purchases a Membership or enters into a Lease with the intention of, or does in practice, holding the Membership as an investment to be sold or leased for profit. Declarant is exempted and excluded from this definition.

q) **“Unsold Memberships”** means the Membership(s) and their appurtenant Membership Lease(s) for Boat Slip/Unit(s) that are owned by Declarant with special rights as defined herein and the Articles of Incorporation.

2. **Association Governance.** The Association shall be governed by the Board of Directors, pursuant to the Bylaws.

3. **Unit Boundaries; Common Elements.** The boundaries of the Units shall be as exhibited in **Exhibit C** and extend and exist within the demarcated locations encompassing the square footage noted center-to-center inside the dock portion (as applicable). The identification of each Unit is reflected in **Exhibits B** and **C** hereto, which **Exhibit B** is a drawing showing the approximate size and location of each Unit. All of the legally-described property not designated as Units constitutes the Cooperative's common elements and limited common elements as defined in Section 515B.1-103 of the Act. All of the Units will be non-residential in character. No Unit or Real Estate shall be used for residential purposes except that a Member may reside on a boat kept at a Unit during the months of April through October, subject to conditions. Any such Members shall not list the Association's address or any address on the Real Estate as an address for receipt of mail service.

4. **Member Interests Constitute Personal Property.** The Members' respective interest in Units and their allocated interest shall be considered as personal property and not as real property.

5. **Acquisition and Allocation of Interests to Each Unit.** Acquisition of a Membership or Ownership Interest is accomplished by purchasing the Membership from the Declarant, or for Units or Memberships owned by other Members, from those Members.

Each Unit's "Ownership Interest" in the Association and share of the common elements and common expenses of the Association (exclusive of the Unit's share of the real estate taxes) shall be a fraction, the numerator of which is the total square footage of the Unit and the denominator of which is the total square footage of all Units in the Cooperative as set forth in **Exhibit B**. The table attached hereto as **Exhibit B** sets forth the square footage of each Unit and the total square footage of all Units and the percentage of the whole allocated to each Unit/Membership and the proportionate share of common expenses.

Votes of the Members in the Association are allocated to each Unit based upon a fraction the numerator of which is one (1) and the denominator of which is the total number of Units in the Cooperative, which as of the date of this Declaration is 253. For avoidance of doubt, the Association comprising the Corporation is created and declared pursuant to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B (the "Act"), and for each Membership or Certificate owned/held by a Member or the Declarant, the Member/Declarant as the case may be shall be considered a "Member" for purposes of voting and shall be allowed to vote in a single vote, all Unit votes (one vote per Membership pr Certificate) and such vote shall be weighted in proportion to the overall total of Membership/Certificate/Unit votes (i.e. if Declarant owns 10 Units and there are 100 total Units, the Declarant's vote shall account for 10% of the total number of Membership votes).

6. **Prohibition Against Subdivision of Units.** No Unit may be subdivided. Notwithstanding the foregoing, Declarant shall have the right to subdivide any Unit not previously leased by a Member.

7. **Prohibition Against Time Shares.** No Unit may be converted to a time share form of ownership.

8. **Right to Add Additional Real Estate.** Declarant reserves the right to add additional

real estate to the Cooperative during the period of Declarant Control.

9. Carrying Charges; Assessments. Subject to the terms of the Member Lease executed by each Member and the Bylaws, each Member agrees to pay to the Association an annual sum equal to the Member's share of the sum required by the Association, as estimated by the Board of Directors, to meet the annual expenses pertaining to the Cooperative, the Association or other facilities which the Member is entitled to utilize. Nothing in this Declaration shall limit the rights of the Association created by Section 515B.3-115 and/or Section 515B.3-116 of the Act.

10. Repair, Maintenance and Replacement Responsibilities; Services.

a) Repairs, Maintenance and Replacements by Members. At the Member's sole cost and expense, the Member shall be responsible for:

- i.** any repairs, maintenance or replacements necessitated by the Member's acts, omissions, negligence or misuse of the Member's Unit or the common elements of the Cooperative;
- ii.** any replacements, maintenance or repair of the Member's Unit over and above maintenance or repair covered by the reserve for replacements, maintenance or repair maintained by the Association; and
- iii.** any repairs, maintenance or replacements of personal property owned by the Member.

b) Repairs, Maintenance and Replacements by Cooperative. The Association shall provide and pay the cost of any repairs, maintenance and replacements of the exterior portion of any Unit, outside the boundary of any Unit, and related common elements, except as specified in (a) above.

c) Lawn and Planting Maintenance, Docks. The Association shall mow, trim, water, rake and otherwise maintain, all to the extent the Board of Directors deems necessary or desirable, all grass, landscaping, beach areas, exterior plantings, and common docks.

d) 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 Cooperative, 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 Cooperative or the enforcement of this Declaration.

e) Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Members tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of a Membership/Unit. A transfer of title to a Membership/Unit shall transfer to the transferee the transferor's beneficial interest in such Unit in accordance with the purpose for

which it is intended, without hindering or encroaching upon the lawful rights of other Members. The transfer of a Membership/Unit under foreclosure shall entitle the purchaser to the beneficial interest associated with the foreclosed Unit.

f) **Utilities.** The Association shall provide water and trash removal to serve the Units and common elements as it deems reasonable and necessary, the cost of which services shall be included in the annual assessment charged to the Member(s) occupying the Units. The Member(s) shall be billed directly for other services or utilities directly serving their Units.

11. Insurance.

a) **Association's Policies.** The Association will procure policies of fire and extended coverage, and public liability insurance. The Association will be a loss payee under such policies. Each Member's share of the cost of all insurance maintained by the Association will be included in his or her Assessment under the Member Lease. Interested Persons can review the policies upon request. Each Member will be required to obtain hazard and public liability insurance coverage, provide a certificate of insurance to the Association naming the Association and Cooperative as "Additional Insureds", with a minimum Five Hundred Thousand Dollar (\$500,000.00) personal injury and property damage liability insurance coverage for the Member's boat and for the docking and operation thereof in the Cooperative.

- i. The Association shall carry worker's compensation insurance when/if it has eligible employees, as required by law.
- ii. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- iii. 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 periods and to notify a holder, insurer or guarantor of any changes to coverage.

b) **Condemnation.** Section 515B.1-107 of the Act governs the manner of handling any losses or proceeds from the acquisition by eminent domain of all or any portion of the Real Estate, the Units, or the Cooperative's common elements.

c) **Disposition of Proceeds from Insurance or Condemnation Award Proceeds.** All proceeds from casualty insurance policies held by the Association or condemnation awards relating to the common elements and the Cooperative shall be allocated first to repairs and replacements of the Real Estate, Common Elements, and/or Units, then to the owners of the Units in accordance with Section 5 hereof.

12. General Restrictions.

a) **Unit Restrictions.** Except as allowed as set forth in the Bylaws, no Unit shall be used for purposes other than as a recreational boat slip/tie and no trade or business of any kind may be carried on within a Unit, nor shall any Unit or

any part thereof be leased, sublet, assigned or suffered to be used for transient occupancy, except as otherwise allowed under the Bylaws, provided that none of the following activities shall be considered a violation of this covenant:

- i. The maintenance of a business and sales office by the Declarant;
- ii. The maintenance of an office by the Association or its designated manager for purposes of management of the Cooperative;
- iii. Declarant's lease, Disposition or rental of any Unit or End Tie;
- iv. Lease or rental of a Unit for purposes consistent with this Declaration; and
- v. Any Association-sanctioned event.

b) No Commercial Membership. MEMBERSHIPS ARE OFFERED TO PRIVATE RECREATIONAL USERS ONLY; NOT TO INVESTORS ("Unrelated Retail Subscribers"). Except as allowed by and as set forth in herein and/or the Bylaws, Units must be used by the Member for personal recreational purposes and may not be owned, held, leased, or otherwise utilized for investment purposes. No Member, or Member who is owned (partially or otherwise) or controlled by the same person or persons, can obtain more than five Memberships (five slips), with the exception of the Seller or its assign. Notwithstanding this provision, a Member may sublease to a subtenant, otherwise consistent with this Declaration and the Bylaws. Declarant/Seller shall be allowed to lease, sublease, sell or dispose of unsold Units, notwithstanding this provision.

c) Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or any part thereof which would increase the rate of insurance for the Cooperative or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in 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 damages to, or waste of, the Cooperative or Real Estate shall be committed by any Member or any invitee of any Member, and each Member shall indemnify and hold the Association and the other Members harmless against all loss resulting from any such damage or waste caused to the Cooperative, Real Estate or other Members by such Member or the Member's invitees.

No noxious, destructive or offensive activity shall be allowed in any Units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Member or to any other person at any time lawfully occupying or utilizing the Cooperative. No heating devices, grills, fire pits, or like apparatus shall be used or operated in any Unit or on the Real Estate except in areas designated by the Association.

d) Rules and Regulations. The Board of Directors from time to time shall adopt and may modify such rules and regulations governing the use, maintenance

and enjoyment of the Real Estate, and the conduct of persons using the Real Estate, as the Board of Directors in its reasonable discretion deems desirable or necessary to implement the intent of this Declaration and for the good of the Cooperative.

e) **Transfer.** The member's interest in the Association may be transferred only in accordance with this Declaration and the Bylaws of the Association and subject to any approvals required by the Board of Directors.

13. Amendments. The Act specifies the requirements for amending the Declaration. In addition to the other requirements contained herein for amendment of this Declaration and the Bylaws, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or Bylaws which shall abolish, diminish or restrict the Declarant's rights hereunder to complete improvements, to maintain signs and management offices, terminate contracts with Declarant, or to sell or lease Units in the Cooperative. This right may be waived in whole or in part at any time by recording a written waiver executed and acknowledged by the Declarant.

14. Miscellaneous.

a) **Right to Cure.** In the event that any Member 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 ten (10) days written notice to the Member, unless in the Association's reasonable determination, immediate action need be taken in order to preserve the safety of Members and/or the Real Estate any part thereof. If the Association so acts on behalf of a Member, the Association may levy an assessment against the Member's Unit for the cost of the performance or correction as a Maintenance Assessment as provided in Section 10.

b) **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 Members in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the elected officers. Accordingly, all references in the Declaration and Bylaws to the Association shall mean the Board of Directors acting for the Association, unless action by the vote of the Members is expressly required by the Declaration or Bylaws.

c) **Notices.** Any notice required to be sent to any Member of the Association 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.

d) **Captions.** The Article and Section headings are intended for convenience only and shall not be given any substantive effect.

e) **Compliance with Local Law.** To the best knowledge of the Declarant, Declarant has complied with all local laws and ordinances.

15. Declarant's Reserved Rights. Declarant reserves the following rights, in addition

to those identified in Minn. Stat. § 515B.1-103 (33b):

- a) to complete improvements;
- b) to maintain sales offices, management offices, and signs advertising the Cooperative;
- c) to use easements or other access through the common elements for the purpose of making improvements within the Cooperative;
- d) ingress and egress over and upon the Property for personal, recreational and business purposes;
- e) to appoint or remove any officer or director of the Association during any period of Declarant Control; and
- f) to sublet (lease) the slips/Units allocated to all Unsold Memberships, including End Ties, and to keep those payments, and to sell, transfer, or otherwise dispose of such Memberships at prices determined in Declarant's sole discretion and neither such sublease nor such sale or other disposition shall be subject to any right of first refusal in favor of the Association or other individual or entity, and such leases and/or transfers are not subject to any approval by the Board of Directors.

Declarant retains ownership interest in the Unsold Memberships/Units and End Ties and the exclusive right to sell or lease all Declarant-owned Units and End Ties and collect all payments, not otherwise leased to Members under Member Leases.

16. Period of Declarant Control. Declarant shall control the governance of the Cooperative and shall appoint and remove the officers and directors of the Association until the earliest of the following events: (i) three years after the date of the first conveyance of a Unit to a Member other than the Declarant, (ii) the Declarant's voluntary surrender of control by giving written notice to the Members pursuant to section Minn. Stat. § 515B.1-115, or (iii) the conveyance of a number of all Units to Members other than Declarant so that Declarant owns fewer than 25 Units.

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EXHIBIT A

REAL ESTATE

Tract B, REGISTERED LAND SURVEY NO. 73, files of the Registrar of Titles, County of Washington, Minnesota, excepting therefrom that part thereof which lies northwesterly of a line run parallel with and distant 65 feet southeasterly of Line 1 described below:

Line 1. Beginning at a point on the north line of Section 21, Township 30 North, Range 20 West, distant 76.73 feet westerly of the northeast corner thereof; thence run southwesterly at an angle of 54 degrees 47 minutes 57 seconds from said north section line (measured from west to south) for 304.88 feet; thence deflect to the right on a tangential curve having a radius of 2864.79 feet and a delta angle of 06 degrees 11 minutes 07 seconds for 309.26 feet; thence on tangent to said curve for 801.44 feet; thence defect to the left on a tangential curve having a radius of 954.93 feet and a delta angle of 40 degrees 54 minutes 15 seconds for 681.74 feet; thence on tangent to said curve for 100 feet and there terminating.

EXHIBIT B
Units and Estimated Allocation of Expenses

Slip #	Length	Width	Square foot	% of square ftg	Variable fee	Fixed fee	2023 Assessment
AA1	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA2	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA3	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA4	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA5	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA6	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA7	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA8	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA9	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA10	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA11	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
AA12	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
A1	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A2	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A3	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A4	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A5	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A6	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A7	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A8	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A9	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A10	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A11	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A12	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A13	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A14	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A15	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A16	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A17	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A18	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A19	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A20	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A21	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A22	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
A23	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40

A24	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
B1	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B2	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B3	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B4	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B5	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B6	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B7	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B8	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B9	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B10	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B11	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B12	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B13	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B14	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B15	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B16	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B17	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B18	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B19	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B20	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
B21	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
C1	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C2	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C3	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C4	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C5	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C6	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C7	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C8	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C9	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C10	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C11	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C12	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C13	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C14	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C15	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73

C16	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C17	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C18	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C19	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
C20	28	11	308	0.003357	\$452.68	\$1,302.06	\$1,754.73
D1	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D2	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D3	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D4	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D5	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D6	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D7	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D8	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D9	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D10	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D11	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D12	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D13	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D14	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D15	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D16	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D17	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D18	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D19	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
D20	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
E1	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E2	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E3	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E4	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E5	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E6	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E7	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E8	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E9	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E10	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E11	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E12	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06

E13	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E14	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E15	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
E16	23	9	207	0.002256	\$304.23	\$1,302.06	\$1,606.29
E17	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
E18	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
E19	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
E20	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
E21	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
E22	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
F9	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F10	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F11	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F12	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F13	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F14	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F15	22	9	198	0.002158	\$291.01	\$1,302.06	\$1,593.06
F16	23	9	207	0.002256	\$304.23	\$1,302.06	\$1,606.29
F17	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
F18	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
F19	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
F20	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
F21	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
F22	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
G1	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G2	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G3	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G4	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G5	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G6	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G7	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G8	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G9	18	10	180	0.001962	\$264.55	\$1,302.06	\$1,566.61
G10	20	10	200	0.002180	\$293.95	\$1,302.06	\$1,596.00
G11	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G12	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G13	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40

G14	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G15	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G16	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G17	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G18	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G19	22	10	220	0.002398	\$323.34	\$1,302.06	\$1,625.40
G20	24	11	264	0.002878	\$388.01	\$1,302.06	\$1,690.07
G21	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G22	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G23	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G24	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G25	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G26	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G27	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
G28	26	11	286	0.003118	\$420.34	\$1,302.06	\$1,722.40
H1	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H2	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H3	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H4	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H5	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H6	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H7	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H8	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H9	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H10	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H11	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H12	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H13	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
H14	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I1	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I2	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I3	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I4	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I5	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I6	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I7	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I8	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16

I9	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I10	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I11	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I12	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I13	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
I14	30	12	360	0.003924	\$529.10	\$1,302.06	\$1,831.16
J1	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J2	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J3	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J4	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J5	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J6	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J7	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J8	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J9	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J10	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
J11	40	15	600	0.006541	\$881.84	\$1,302.06	\$2,183.90
J12	40	15	600	0.006541	\$881.84	\$1,302.06	\$2,183.90
J13	40	15	600	0.006541	\$881.84	\$1,302.06	\$2,183.90
J14	45	15	675	0.007358	\$992.07	\$1,302.06	\$2,294.13
J15	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
J16	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
J17	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
J18	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
J19	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
J20	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
K1	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K2	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K3	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K4	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K5	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K6	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K7	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K8	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K9	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K10	40	14	560	0.006104	\$823.05	\$1,302.06	\$2,125.11
K11	40	15	600	0.006541	\$881.84	\$1,302.06	\$2,183.90

K12	40	15	600	0.006541	\$881.84	\$1,302.06	\$2,183.90
K13	40	15	600	0.006541	\$881.84	\$1,302.06	\$2,183.90
K14	45	15	675	0.007358	\$992.07	\$1,302.06	\$2,294.13
K15	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
K16	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
K17	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
K18	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
K19	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
K20	50	16	800	0.008721	\$1,175.78	\$1,302.06	\$2,477.84
L1	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L2	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L3	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L4	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L5	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L6	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L7	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L8	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L9	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L10	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L11	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
L12	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M1	50	14	700	0.007631	\$1,028.81	\$1,302.06	\$2,330.87
M2	42	14	588	0.006410	\$864.20	\$1,302.06	\$2,166.26
M3	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M4	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M5	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M6	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M7	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M8	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M9	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M10	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M11	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
M12	35	14	490	0.005341	\$720.17	\$1,302.06	\$2,022.23
Total			91,660	1.00	\$134,715.30	\$329,420.79	\$464,136.09

EXHIBIT B 1 (END TIES)

	length	width	square footage	fee on equal square footage	1/2 fee
AA inside	24	11	264	\$ 1,690.07	\$ 845.03
AA outside	24	11	264	\$ 1,690.07	\$ 845.03
A inside	26	11	286	\$ 1,722.40	\$ 861.20
A outside	26	11	286	\$ 1,722.40	\$ 861.20
A extra 1	26	11	286	\$ 1,722.40	\$ 861.20
A extra 2	26	11	286	\$ 1,722.40	\$ 861.20
A extra 3	26	11	286	\$ 1,722.40	\$ 861.20
A extra 4	26	11	286	\$ 1,722.40	\$ 861.20
A extra 5	26	11	286	\$ 1,722.40	\$ 861.20
B outside	30	12	360	\$ 1,831.16	\$ 915.58
D inside	22	10	220	\$ 1,625.40	\$ 812.70
E outside	24	11	264	\$ 1,690.07	\$ 845.03
F outside	24	11	264	\$ 1,690.07	\$ 845.03
G outside	26	11	286	\$ 1,722.40	\$ 861.20
H inside	26	11	286	\$ 1,722.40	\$ 861.20
H outside	30	12	360	\$ 1,831.16	\$ 915.58
I inside	26	11	286	\$ 1,722.40	\$ 861.20
I outside	30	12	360	\$ 1,831.16	\$ 915.58
J inside	26	11	286	\$ 1,722.40	\$ 861.20
J outside	50	16	800	\$ 2,477.84	\$ 1,238.92
K outside	50	16	800	\$ 2,477.84	\$ 1,238.92
L inside	26	11	286	\$ 1,722.40	\$ 861.20
L outside	35	14	490	\$ 2,022.23	\$ 1,011.11
M inside	26	11	286	\$ 1,722.40	\$ 861.20
M outside	35	14	490	\$ 2,022.23	\$ 1,011.11
TOTAL			8654	\$	22,635.25

EXHIBIT C

DOCK SLIP DRAWING (approximate)

Exhibit C

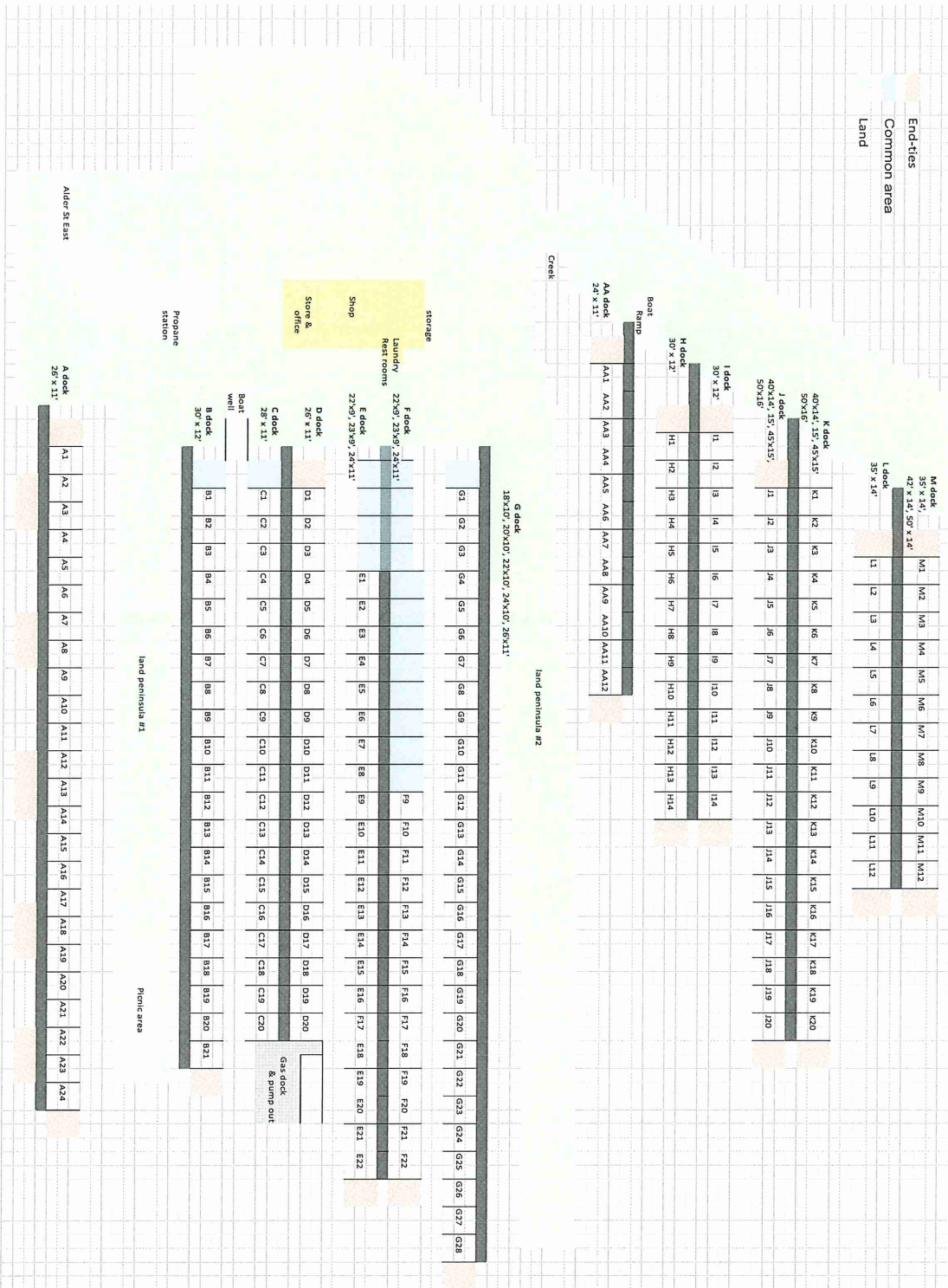
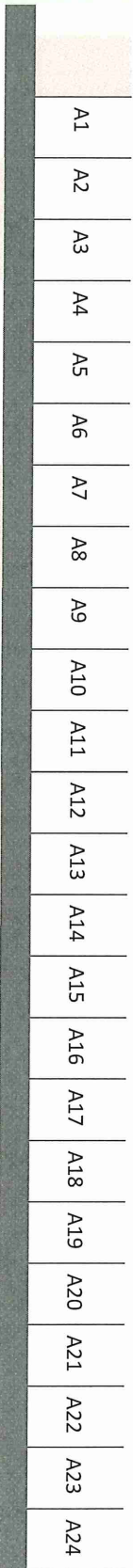


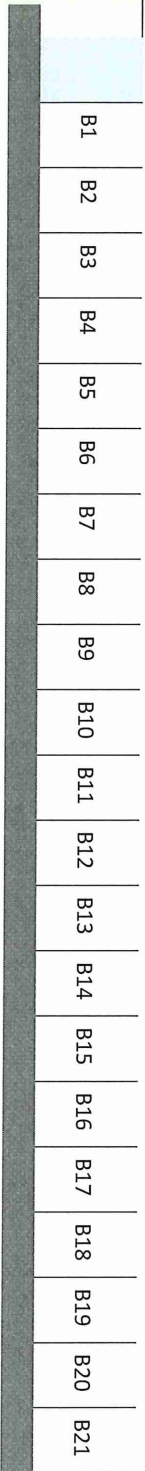
Exhibit C

A dock
26'x11'



Boat
well

B dock
30'x12'



End-ties

Common area

Land

Exhibit C

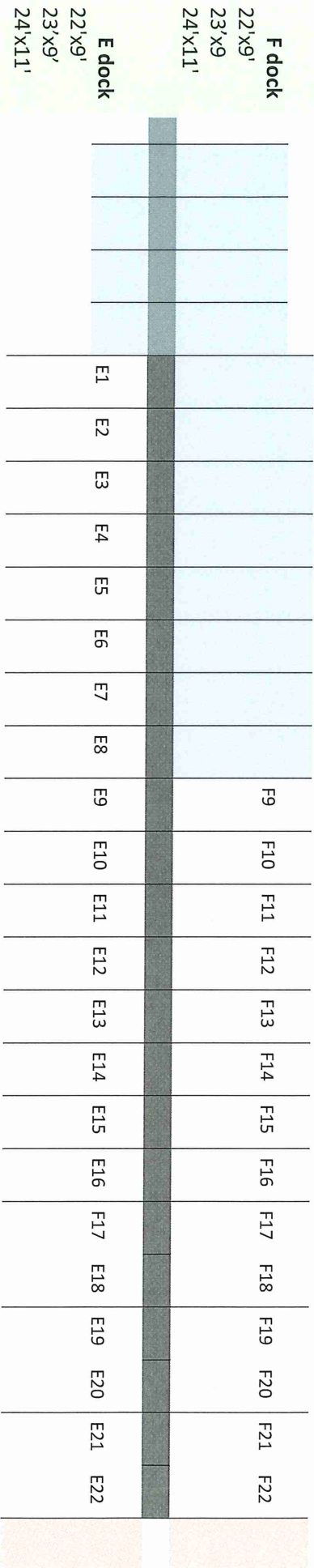
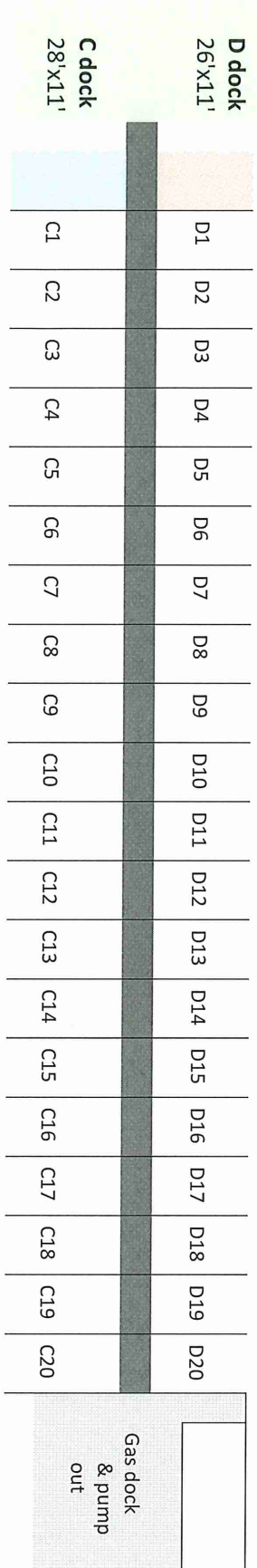
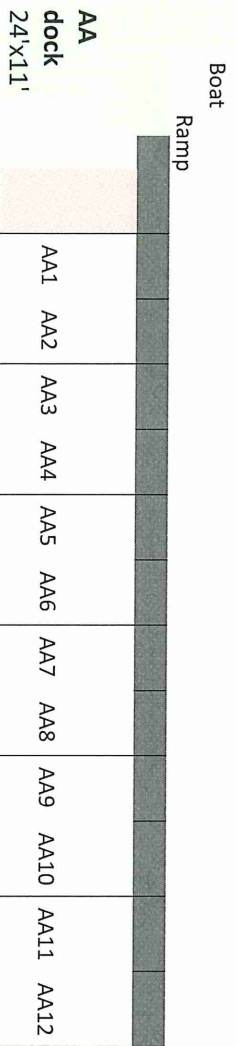
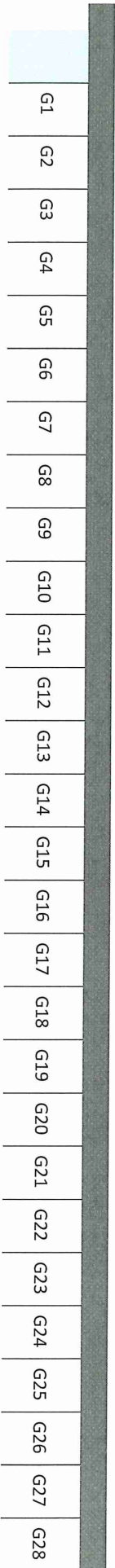


Exhibit C

G dock
18'x10', 20'x10'
22'x10', 24'x11'
26'x11'



This document was drafted by:
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