## TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHFORK

This Twelfth Supplementary Declaration is made this <u>24</u> day of <u>February</u> 1993 by North Fork, Inc., a Minnesota corporation (hereinafter "Declarant").

## RECITALS

- A. Declarant is the developer of the Northfork Planned Unit Development in the City of Ramsey, County of Anoka, State of Minnesota.
- B. Declarant executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Northfork dated September 25, 1985 and recorded September 27, 1985 as Anoka County Registrar of Titles Document No. 145186 (the "Original Declaration").
- c. The Original Declaration was amended, restated and supplemented by that certain Restated Declaration of Covenants, Conditions and Restrictions for Northfork dated January 15, 1986 and recorded April 10, 1986 as Anoka County Registrar of Titles Document No. 150096 (the "Restated Declaration").
- D. Declarant further executed and recorded that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated April 2, 1987 and recorded April 2, 1987 as Anoka County Registrar of Titles Document No. 161498, thereby bringing the single family lots of NORTHFORK SECOND within the scheme of the Restated Declaration as "Additional Property," pursuant to Section 2.3 of the Restated Declaration.

- E. Declarant further executed and recorded that certain Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated March 14, 1991 and recorded April 15, 1991 as Anoka County Registrar of Titles Document No. 205466, amending certain provisions of the Restated Declaration pursuant to Article XIII thereof.
- Eighth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated April 20, 1992 and recorded May 10, 1992 as Anoka County Registrar of Titles Document No. 219409, thereby relocating the Lake Access Area described in Section 11.3 of the Restated Declaration and legally described in Exhibit B of said Restated Declaration to the parcel legally described as Exhibit A of such Eighth Supplementary Declaration.
- G. Declarant is the fee holder and Peoples National Bank of Mora, a banking corporation under the laws of the United States of America, is the mortgagee, of all Lots, Blocks and Outlots in NORTHFORK LAKE ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.
- H. Declarant desires to bring all the Lots, Blocks and Outlots in NORTHFORK LAKE ADDITION within the scheme of the Restated Declaration as "Additional Property" pursuant to Section 2.3 of the Restated Declaration and to place certain restrictions upon the use of such Lots, Blocks and Outlots.

## DECLARATIONS

NOW, THEREFORE, Declarant hereby declares:

- 1. ADDITIONAL PROPERTY. The "Property" as defined in the Restated Declaration, shall include all the Lots, Blocks and Outlots in NORTHFORK LAKE ADDITION, Anoka County, Minnesota. Said parcels are as defined in the Restated Declaration. Said parcels are and shall be held, transferred, sold, conveyed, used and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Restated Declaration and the Supplementary Declarations.
- 2. RESTRICTIONS. All Lots in Block 2 shall be sold to individual purchasers; such conveyance shall be subject to the following restrictions which shall run with the property:
  - A. No use of any motorized vehicle shall be allowed on Outlot A (Northfork Lake).
  - B. No dock or any other structure of any kind, whether permanent or temporary, shall be allowed in Northfork Lake or within 50 feet of the shoreline.
  - C. No debris or refuse shall be allowed to accumulate on or near the shoreline.
  - D. All rear yards shall be seeded, sodded or landscaped so as to avoid erosion into Northfork Lake. The Architectural Control Committee must approve landscaping, erosion control and site grading plans for each lot before construction of any home on any lot may commence. Each lot owner is required to remain in compliance with such approvals. Modifications of such approved plans must be approved by the Architectural Control Committee.
  - 3. RESTRICTIONS. Outlot A shall be conveyed to the Northfork Homeowners Association; such conveyance shall be subject to the following restrictions, which shall run with the property:
    - A. No use of any motorized vehicle shall be allowed on Outlot A (Northfork Lake).

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

NORTH FORK, INC.

By Its Assistant Vice President

STATE OF MINNESOTA

88.

COUNTY OF RIMSEY Anoka

The foregoing instrument was acknowledged before me this <u>24</u>
day of <u>February</u> 1993 by Dennis F. Peck, the Assistant Vice
President of North Fork, Inc., a Minnesota corporation, on behalf of
the corporation.

JANET R THOMAS
NOTARY PUBLIC KARASENOTA
COULTY ANOKA
MY COMMISSION EXPRES 4-23-97

Notary Public

## CONSENT OF PEOPLES NATIONAL BANK OF MORA

Peoples National Bank of Mora, a banking organization under the laws of the United States of America, as holder of a mortgage on all Lots, Blocks and Outlots in NORTHFORK LAKE ADDITION, hereby consents to the foregoing Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork and agrees to be bound by it, subject to its rights thereunder as a mortgagee.

PEOPLES NATIONAL BANK OF MORA

By Linary Land CEO

STATE OF MINNESOTA ) ss.

COUNTY OF Kanabec )

The foregoing instrument was acknowledged before me this 1993 by Richard J. Roesler 1993 by Richard J. Roesler of Peoples National Bank of Mora, a banking organization under the laws of the United States of America, on behalf of said institution.

Notary Pablic

