

391593

2/2/2002

TWENTY-THIRD SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTHFORK

This Twenty-Third Supplementary Declaration is made this 21st day of February, 2002 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 with in 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 XII thereof.

F. Declarant further executed and recorded that certain Eighth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated April 20, 1992 and recorded May 20, 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 owner and Peoples National Bank of Mora, a banking corporation under the laws of the United States of America, is a Mortgagee of all Lots, Blocks and Outlot in Northfork St. Andrews Addition.

H. Declarant desires to bring all the Lots, Blocks and Outlot in Northfork St. Andrews 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 on the use of the Lots in Northfork Highlands Second Addition.

DECLARATIONS

NOW, THEREFOR, Declarant hereby declares:

1. Additional Property. The "Property" as defined in the Restated Declaration, shall include all Lots, Blocks and Outlot in Northfork St. Andrews Addition, Anoka County, Minnesota. Said parcels are and shall be held, transferred, used, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Restated Declaration and all Supplementary Declarations including this Twenty-Third Supplementary Declaration.

2. No Outside Storage. No permanent outside storage or parking of any type of motor vehicle, construction equipment, house trailer, camping trailer, trailer or watercraft, including, but not limited to, automobile, tractor, recreational vehicle, camping trailer, snowmobile, motorcycle, motorbike, boat, canoe, or the like shall be allowed. Such vehicles, equipment, trailers, or watercraft may be stored or parked temporarily (less than one week) but only in such a manner as to minimize their impact on the appearance of the neighborhood; however, construction equipment being used for installation of site improvements or home construction may be stored or parked without the limitation stated herein.

3. Neighborhood Grove. Prior to the conveyance of Lots 3, 4, 7, 8, 9, 10 or 11 of Block 1 of Northfork St. Andrews Addition, Developer shall establish a tree planting program which shall govern the planting of a grove of trees along the common back boundaries of these lots. This grove is intended to provide both a degree of visual privacy to the back yards of those lots as well as a neighborhood amenity which, in the aggregate, will enhance the value of each lot to a greater extent than the few trees on each lot alone would do. Therefore, the owners and occupiers of each of the above

stated lots are required to maintain those portions of the grove that are growing on their lot for the collective benefit of all the above stated lots and may not kill or remove their respective grove trees without the written permission of at least five (5) other owners of the enumerated lots. If one or more of the grove trees on a lot die of natural or unknown causes, the owner or occupier of the lot in question shall replace the dead trees with substantially similar varieties within one planting season. Any disputes with regard to the care and protection of the neighborhood grove as described above will be referred to the Homeowners Association of Northfork for resolution.

4. Drainageways and Back Slopes. Prior to the conveyance of Lots 11, 12 or 13 of Block 2 of Northfork St. Andrews Addition, Developer shall establish a landscape plan which shall govern the drainageway and back slope areas of these lots. The plan is intended to provide unique and environmentally appropriate landscaping for the unbuildable portions of these lots so as to protect the drainageways and back slopes and to provide an amenity for these lots as well as those lots (1 through 7 and 10, Block 2) which abut these areas. The owners and occupiers of Lots 11, 12 and 13 are therefore required to establish and maintain the back slopes and drainageways of their lots in a natural condition and in accordance with the landscaping plan. Any disputes regarding the care and protection of the drainageways and back slopes in these lots shall be referred to the Northfork Homeowners Association for resolution.

5. Wetland Protection Zone. The wetland that exists along the back boundary of Lots 1 through 7, 10, and 11 of Block 2 of Northfork St. Andrews Addition and fed by the drainageway in Lots 11-13, Block 2 thereof, is particularly susceptible to degradation by runoff of fertilizer and other nutrients and pollutants from nearby upland property. In addition, nearby lawns are attractive to geese that may spend substantial time on the wetland. Finally, the wetland is not large enough to be used for water sports by adjoining property owners. Therefore, the wetland itself and an area fifty (50) feet up gradient from the normal high water mark of the wetland shall be maintained as a passive natural area open to the overlook of all adjoining property owners. No fences or manicured lawns shall be allowed within the natural area. The native grasses and other vegetation that has been planted by the developer along the edge of the wetland should be maintained. The general maintenance philosophy of the natural area shall be expressed in Landscaping For Wildlife and Water Quality, by Henderson, Dindorf and Rozumalski (ISBN 0-9647451-2-7). Skating on the ice shall be allowed. Any disputes regarding the care and protection of the natural area shall be referred to the Homeowners Association of Northfork for resolution. The requirements of this section are in addition to any applicable municipal or state rules.

6. Supplement Limited. Except as specifically supplemented by this Twenty-Third Declaration, the Restated Declaration, Supplementary Declaration, Sixth Supplementary Declaration and Eighth Supplementary Declaration shall remain in full force and effect according to their terms.

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

NORTH FORK, INC.

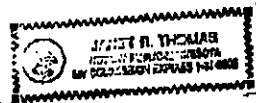
By *Dennis F. Peck*
Its Assistant Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 21st day of February, 2002 by Dennis F. Peck, the Assistant Vice President of North Fork, Inc., a Minnesota corporation, on behalf of the corporation.

David Thomas
Notary Public

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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 Outlot in Northfork St. Andrews Addition hereby consents to the foregoing Twenty-Third 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 *Doyle Casavant*
Its *Vice President*

STATE OF MINNESOTA)
) ss.
COUNTY OF *Kanabec*)

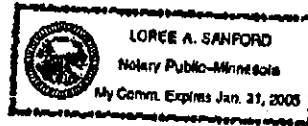
The foregoing instrument was acknowledged before me this 21st day of February, 2002 by Doyle J. Casavant the Vice President of Peoples National Bank of Mora, a banking organization under the laws of the United States of America, on behalf of said institution.

Loree A. Sanford
Notary Public

Drafted by:
North Fork, Inc.
713 Bradford Ave., NW
Champlin, MN 55316

REGISTERED ABSTRACTERS, INC.
2115 NORTH 3RD AVENUE
ANOKA, MN 55303

T01-07022



TORRENS

Receipt # <u>202843/2953</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>2/21 15:45</u>	<input type="checkbox"/> Tax Lien / Release
Doc. Order _____ of _____	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>OE</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>29.50</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Web Certificate Received this Date: _____	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Refund Rec# _____	<input type="checkbox"/> Other <input checked="" type="checkbox"/> No Change
From Cont. # <u>91735</u> # of <u>1</u> New Certs: <u>0</u>	Notes: <u>NS</u>
Typed _____ Tract Updated: _____ / _____	Comp. Entity Complete

BK 266 PG 91735 NO 91735

DOCUMENT NO. 391593.0 TORRENS
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON FEB 21 2002
 AT 3:45 PM ANOKA COUNTY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF \$29.50 PAID.

RECEIPT NO. 2002021843

MAUREEN J. DEYNE
 ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY _____
 DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

391593.0 TORRENS
 REGISTERED ABSTRACTERS
 2115 3RD AVE N
 ANOKA, MN 55303