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SIXTH SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTHFORK

This SIXTH SUPPLEMENTARY DECLARATION is made this 14th day of MARCH, 1991 by NORTH FORK, INC., a Minnesota corporation (the "Declarant") and by NORTHFORK HOMEOWNERS ASSOCIATION, INC. (the "Association").

RECITALS

A. Declarant is the developer of the Northfork Planned Unit Development in the City of Ramsey, County of Anoka, State of Minnesota, which consists of all of the land platted as NORTHFORK, according to the plat thereof filed with the Anoka County Registrar of Titles.

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 Second Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated November 30, 1989, and recorded December 6, 1989, as Anoka County Registrar of Titles Document No. 191785, thereby bringing the single family lots of NORTHFORK THIRD within the scheme of the Restated Declaration as "Additional Property," pursuant to Section 2.3 of the Restated Declaration.

F. Declarant further executed and recorded that certain Third Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated December 27, 1989, and recorded December 27, 1989, as Anoka County Registrar of Titles Document No. 192376, thereby bringing the one single family lot of NORTHFORK FOURTH within the scheme of the Restated Declaration as "Additional Property," pursuant to Section 2.3 of the Restated Declaration.

G. Declarant further executed and recorded that certain Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated December 31, 1990, and recorded December 31, 1990, as Anoka County Registrar of Titles Document No. 203462, thereby bringing NORTHFORK PARK ADDITION within the scheme of the Restated Declaration as "Additional Property", pursuant to Section 2.3 of the Restated Declaration.

H. Declarant further executed and recorded that certain Fifth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated December 31, 1990, and recorded December 31, 1990, as Anoka County Registrar of Titles Document No. 203464, thereby bringing NORTHFORK TRAIL ADDITION within the scheme of the Restated Declaration as "Additional Property", pursuant to Section 2.3 of the Restated Declaration.

I. The Declarant and the Association desire to amend the Restated Declaration pursuant to Article XIII thereof to accommodate the development of a golf course within part of Outlot C, NORTHFORK.

DECLARATIONS

NOW, THEREFORE, the Declarant and the Association hereby amend the Restated Declaration as follows:

1. Approval of Golf Course.

a. The Association hereby approves the development of that part of Outlot A, NORTHFORK lying South of Block 4, NORTHFORK, that part of Outlot C, NORTHFORK lying West of Andrie Road NW and that part of Outlot C, NORTHFORK lying South of 153rd Avenue NW with an 18-hole golf course (including playing holes, practice holes, practice greens, driving range, club house, parking lots, maintenance buildings and other typical golf course improvements) and up to 120 single family home lots.

b. In furtherance of the foregoing approval, Section 1.1, Paragraph d of the Restated Declaration is amended to read as follows:

d. "Common Property" shall mean and refer to all real property and improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Property to be owned by the Association shall include Outlot B, NORTHFORK and that part of Outlot A, NORTHFORK lying northerly of a line drawn between the southeast corner of Lot 12, Block 4 and the southwest corner of Lot 1, Block 5, NORTHFORK, Anoka County, Minnesota and such additions thereto as may be added pursuant to Section 2.3 of this Declaration.

c. That part of Outlot A lying southwesterly of a line drawn between the southeast corner of Lot 12, Block 4 and the southwest corner of Lot 1, Block 5, NORTHFORK (which has been part of the Common Property) shall no longer be part of the Common Property, but shall become part of the playing area of a golf course. The Declarant intends to replat said part of Outlot A, NORTHFORK, that part of Outlot C, NORTHFORK lying westerly of Andrie Road NW and northerly of 153rd Avenue N.W. (which is the easement for street and utility purposes set forth in Registrar of Titles Document No. (15666) ^{LYING}) and that part of Outlot C, NORTHFORK lying southerly of 153rd Avenue N.W. into up to 120 lots designed to be developed with detached single family homes and various lots and/or outlots designed to be developed with a golf course ("Golf Course Parcels"). Immediately before the Declarant files such a replat, the Association shall convey said part of Outlot A, NORTHFORK to the Declarant on the condition that it be replatted as part of the Golf Course Parcels and that, upon the filing of the plat creating the Golf Course Parcels, there shall be filed a declaration of covenants assuring the Declarant and the Association that the Golf Course Parcels shall be used in perpetuity for no

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purpose other than as a golf course and shall not be deemed "Additional Property" under this Declaration. The Declarant intends to convey all of the Golf Course Parcels to an unrelated private (non-public) third party on the condition that said third party shall develop a golf course and own and manage it as a business, thereby enhancing the value of all lots developed or to be developed in the Northfork Planned Unit Development.

2. Additions To Property.

a. The first sentence of Section 2.3 of the Restated Declaration reads as follows:

Until July 1, 1992, the Declarant, its successors and assigns, shall have the right, without the consent of the Owners, to bring all or part of the Additional Property within the scheme of this Declaration and any Amended or Supplementary Declaration recorded in connection with such addition; provided that the FHA or the VA determines that the annexation is in accordance with the general plan of development approved by them.

Said date is hereby changed to December 31, 1994, rather than July 1, 1992.

b. The Association and the Declarant hereby acknowledge and agree that the proposed golf course described above is in accordance with the general plan of development for the Northfork Planned Unit Development and that all portions of the golf course (including playing holes, practice holes, practice greens, driving range, clubhouse, parking lots, maintenance buildings and other typical golf course improvements) are suitable uses of open space as shown on various plans of the Northfork Planned Unit Development prepared heretofore.

c. The Association and the Declarant acknowledge and agree that, while all Lots developed heretofore within the Northfork Planned Unit Development contain at least 1.8 acres, a limited number of Lots as small as one acre would be consistent with the general plan of development. The Association and the Declarant acknowledge and agree that the development of up to 120 Lots in the golf course area described above is consistent with the general plan of development and that increasing the total number of Lots in the Planned Unit Development from 252 to not more than 290 would also be consistent with the general plan of development. In furtherance of the foregoing, Section 2.3 of the Restated Declaration is hereby amended by adding to the end the following text:

The Property subject to this Declaration originally included the 42 Lots in Blocks 1 through 5, NORTHFORK. An additional 38 Lots in NORTHFORK SECOND, NORTHFORK THIRD and NORTHFORK FOURTH have been added to the Property pursuant to this Section 2.3. No more than 210 more Lots may be added to the Property pursuant to this Section 2.3 or otherwise. The total number of Lots subject to this Declaration shall not exceed 290. Moreover, no Lot shall contain less than one (1) acre of land and no more than 29 Lots shall contain less than one and one-half (1.5) acres of land.

3. Covenant To Convey Additional Common Property.

a. In Section 2.4 of the Restated Declaration, the Declarant covenanted to convey to the Association, to the City of Ramsey or to another governmental agency for park purposes an aggregate of at least eighty (80) acres of land. The approval of this Sixth Supplementary Declaration by the Owners of the requisite number of Lots, was conditioned upon such conveyance occurring, and this instrument shall not be effective and shall not be recorded

until after such conveyance has been made. Note: This condition has been met by the conveyance to the Association of Outlots A, B, C and D, NORTHFORK TRAIL ADDITION and by the dedication to the public of Parks 1, 2 and 3 in the plat of NORTHFORK TRAIL ADDITION.

b. The Declarant has committed to the City of Ramsey that the City will receive fee title to a trailway corridor connecting the existing municipal park located east of Lake Itasca to municipal parkland located north of the Northfork Planned Unit Development. The Declarant shall use its best efforts to have the City promptly designate the precise boundaries of said trailway corridor, so that the Declarant can convey said trailway corridor to the City in partial fulfillment of the Declarant's obligation to convey 80 acres of land pursuant to Section 2.4 of the Restated Declaration. If the City does not designate the precise boundaries of said trailway corridor within a reasonable period of time (as determined by the Declarant in its sole discretion), then any conveyance of land by the Declarant to the Association pursuant to Section 2.4 of the Restated Declaration shall be subject to the requirement that the Association shall convey said trailway corridor to the City of Ramsey when the City determines the precise boundaries of the trailway corridor it desires to own; and such a conveyance by the Association shall be made without further consent by the Members and the First Mortgagees. The approval of this Sixth Supplementary Declaration by the Owners of the requisite number of Lots and by the requisite number of First Mortgagees shall constitute their consent to such a conveyance as required by

Section 4.2.f of the Restated Declaration. Note: The City of Ramsey has determined the precise boundaries of said trailway corridor and has elected to have it dedicated to the public as Parks 1, 2 and 3 in the plat of NORTHFORK TRAIL ADDITION rather than have it deeded to the City in fee simple.

4. Voting Rights. Section 3.2(b) of the Restated Declaration establishes the Declarant as the sole Class B Member of the Association and states that the Class B membership shall convert to Class A membership upon the earlier of the following:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) July 1, 1992.

Section 3.2(b) is hereby amended to change said date to December 31, 1994, rather than July 1, 1992.

5. Rights of Declarant. Section 4.6 of the Restated Declaration reserves to the Declarant certain rights relating to development and sales until the earlier of the date upon which all of the Lots are sold or July 1, 1992. Said deadline of July 1, 1992 is hereby changed to December 31, 1994.

6. Emergency Access Road. The Emergency Access Road described in Section 11.2 and in Exhibit A of the Restated Declaration has been completely replaced by Andrie Road NW and 153rd Avenue NW. Both of said roads have been installed and are open for traffic. Therefore, said Section 11.2 is hereby deleted in its entirety. The remaining Sections of Article XI shall not be renumbered.

7. Horse Stable Access Road. The Emergency Access Road referred to in Section 11.6 of the Restated Declaration has been completely replaced by Andrie Road NW and 153rd Avenue NW. Therefore, Section 11.6 of the Restated Declaration is deleted in its entirety. The remaining Sections of Article XI shall not be renumbered. Henceforth the only vehicular access to the Horse Stable Area described in Section 11.5 shall be from U.S. Highways 10 and 169.

8. Trailways. Section 11.7 of the Restated Declaration grants to the Association, for the use and enjoyment of the Owners and occupants, a temporary trailway easement over the existing trails in Outlot C, NORTHFORK. The Association, for itself and on behalf of all the Owners and occupants, hereby releases from the burden of said trailway easement, the following lands:

Lots 1 through 6, Block 1
Lots 1 through 3, Block 2
Lots 1 through 13, Block 3;
all in NORTHFORK SECOND.

Lots 1 through 6, Block 1
Lots 1 through 3, Block 2
Lots 1 through 6, Block 3;
all in NORTHFORK THIRD.

Lot 1, Block 1, NORTHFORK FOURTH.

That part of Outlot C, NORTHFORK
lying Westerly of Andrie Road N.W.
and Northerly of 153rd Avenue N.W.

That part of Outlot C, NORTHFORK,
lying Southerly of 153rd Avenue N.W.

For the purpose of this release, 153rd Avenue N.W. shall be deemed to be the easement for street and utility purposes set forth in Registrar of Titles Document No. 15666.

9. No Railroad Crossing. The Emergency Access Road referred to in Section 11.8 of the Restated Declaration has been entirely replaced by Andrie Road NW and 153rd Avenue NW. Therefore, said Section 11.8 is deleted in its entirety.

10. Architectural Control. Section 9.1 of the Restated Declaration is hereby amended by labeling the existing paragraph as paragraph a and by adding the following paragraphs:

a. The Reviewing Authority shall classify the Lots as follows:

Class I Lots: Lots which border Lake Itasca or which border a golf course, whether the common boundary is on land or in a body of water.

Class II Lots: Lots 2 and 3, Block 1 and Lots 1 and 3, Block 4, NORTHFORK.

Class III Lots: All other Lots in the Property.

b. The following minimum floor area standards shall apply:

Class I Lots:	Rambler	1750 sq. ft.
	Two-story	2200 sq. ft.
	Split Entry	1600 sq. ft.

Class II Lots:	Rambler	1300 sq. ft.
	Two-Story	1600 sq. ft.
	Split Entry	1200 sq. ft.

Class III Lots:	Rambler	1500 sq. ft.
	Two-Story	2000 sq. ft.
	Split Entry	1400 sq. ft.

The classification of a particular house as a Rambler, Two-story or Split Entry shall be made by the Reviewing Authority in its reasonable judgment. In the case of a Rambler or a Split Entry home, the foregoing standards are for the area of the foundation of the building, exclusive of the garage. In the case of a Two-Story home, the foregoing standards are for the interior floor area of the home, exclusive of the garage and exclusive of the basement, regardless of whether the floor area is finished or unfinished.

c. The following minimum building values shall apply:

Class I Lots:	\$100,000
Class II and III Lots:	\$90,000

The foregoing standards shall apply to the aggregate fair market value of the house, garage and accessory buildings built upon the Lot, exclusive of the value of the land. The foregoing values shall be determined by the Reviewing Authority in its reasonable judgment, considering the cost of the proposed building, any available appraisals of the proposed building and the value of comparable buildings. If the Reviewing Authority believes that the value of the building will be very close to the above standards, it may require the Owner of the Lot to obtain an appraisal from a reputable appraiser to prove that the value of the proposed building exceeds the minimum standards.

d. The provisions of this Section 9.1 shall not apply to any improvements which had been approved by or submitted to the Reviewing Authority before April 25, 1990.

11. Amendments.

a. The first sentence of Article XIII of the Restated Declaration has read as follows:

This Declaration may be amended by the Association with the approval of not less than seventy-five percent (75%) of the Owners entitled to vote, in writing or at a duly constituted meeting of the Association held for such purposes, subject to the rights of the First Mortgagees as set forth in Article XII.

The Association and the Declarant acknowledge that, for the purpose of amending the Restated Declaration, each Lot is entitled to one vote, regardless of the number of Owners of the Lot, and regardless of the number of Lots owned by each Owner. Therefore, the first sentence of Article XIII is amended to read as follows:

This Declaration may be amended by the Association with the approval of the Owners of not less than seventy-five (75%) of the Lots, in writing or at a duly constituted meeting of the Association held for such purposes, subject to the rights of First Mortgagees as set forth in Article XII.

b. Article XIII is further amended by adding to the end thereof the following text:

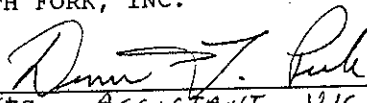
In addition to any other approvals required, Sections 2.3 and 9.1 of this Declaration and this sentence shall not be amended without the approval of at least 75% of the votes of each class of Members.

12. Supplement Limited. Except as specifically amended by this Sixth Supplementary Declaration, the Restated Declaration, as amended by the Supplementary Declaration, Second Supplementary Declaration, Third Supplementary Declaration, Fourth Supplementary Declaration and Fifth Supplementary Declaration shall remain in full force and effect according to its terms.

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

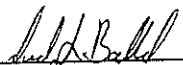
NORTH FORK, INC.

By


Its ASSISTANT VICE PRESIDENT

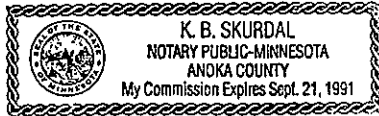
NORTHFORK HOMEOWNERS ASSOCIATION, INC.

By


Its PRESIDENT

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss.

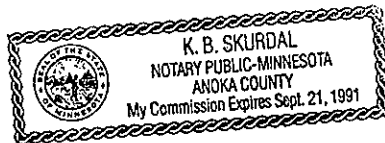
The foregoing instrument was acknowledged before me this 14th day of MARCH, 1991, by DENNIS E. BECK, the ASSISTANT VICE PRESIDENT of North Fork, Inc., a Minnesota corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss.

The foregoing instrument was acknowledged before me this 14th day of MARCH, 1991, by DAVID J. BALLARD, the PRESIDENT of Northfork Homeowners Association, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.



[Signature]
Notary Public

This Instrument Was Drafted By:
LEONARD, STREET AND DEINARD (HMM)
150 South Fifth Street, Suite 2300
Minneapolis, Minnesota 55402
(612) 335-1562

APPROVAL OF FEDERAL HOUSING ADMINISTRATION:
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

CONSENT AND JOINDER

The Federal Housing Administration, by and through the Secretary of Housing and Urban Development, hereby approves the foregoing Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork, the Fifth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated December 31, 1990 and filed December 31, 1990 as Document No. 203464, the Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated December 31, 1990 and filed December 31, 1990 as Document No. 203462, the Third Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated December 27, 1989 and filed December 27, 1989 as Document No. 192376, and the Second Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork dated November 30, 1989 and filed December 6, 1989 as Document No. 191785, all filed in the office of the Registrar of Titles in and for the County of Anoka, State of Minnesota.

Dated: 1/16/91

Secretary of Housing and Urban
Development

By [Signature]
Its Deputy Manager,
Minneapolis-St. Paul Office

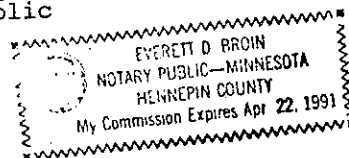
STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 22nd day of February, 1991, before me appeared ROGER C. CHASE, Deputy Manager, Minneapolis-St. Paul Office, who, being duly sworn, did say that he is the duly appointed authorized agent and the person who executed the foregoing instrument by virtue of the authority vested in him by 24CFR200.118, and acknowledge the same to be his free and voluntary act and deed as Authorized Agent for and on behalf of the Secretary of Housing and Urban Development.

IN TESTIMONY WHEREOF, I hereunto set my hand and fix my notarial seal on the day and year last above written.

[Signature]
Notary Public

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CONSENT OF BUILDERS DEVELOPMENT & FINANCE, INC.

Builders Development & Finance, Inc., a Minnesota corporation, as holder of a first mortgage on 12 lots located in NORTHFORK THIRD, to which lots are allocated 26% of the votes of the Northfork Homeowners Association, Inc., hereby consents to the foregoing Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork and agrees to be bound by it.

BUILDERS DEVELOPMENT & FINANCE, INC.

By

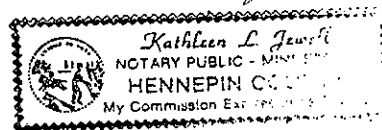
Its

[Signature]
Assistant Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 15th day of March, 1991, by Tim N. Gelie the Asst. Vice President of Builders Development & Finance, Inc., a Minnesota corporation, on behalf of the corporation.

Kathleen L. Jewell



CONSENT OF NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION

Norwest Bank Minnesota, National Association, as holder of a first mortgage on 18 lots located in NORTHFORK and NORTHFORK SECOND, to which lots are allocated 39% of the votes of the Northfork Homeowners Association, Inc., hereby consents to the foregoing Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork and agrees to be bound by it.

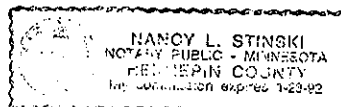
Norwest Bank Minnesota, National Association

By [Signature]
Its Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14th day of March, 1991, by Ter. W. Gloppen, the VICE PRESIDENT of Norwest Bank Minnesota, National Association, on behalf of the bank.

Notary Public

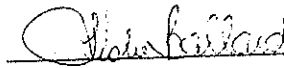


CERTIFICATE OF SECRETARY
OF NORTHFORK HOMEOWNERS ASSOCIATION, INC.

I, Leslie Ballard, being first duly sworn on oath,
deposes and states as follows:

1. I am the Secretary of Northfork Homeowners Association, Inc., a Minnesota nonprofit organization.
2. On April 10, 1990, a "Notice of Special Meeting of the Members to be Held Wednesday, April 25, 1990 at 7:00pm." was duly mailed to all Members of the Association, together with a copy of proposed amendments to the Restated Declaration of Covenants, Conditions and Restrictions for Northfork ("Restated Declaration"). Said meeting notice was given pursuant to the notice requirements of Article III, Section 3 of the Association's Bylaws and pursuant to the amendment provisions of Article XIII of the Restated Declaration.
3. A special meeting of the members of the Association was duly held on April 25, 1990 at 7:00 p.m. for the purpose of approving the proposed amendments to the Restated Declaration set forth in said meeting notice. I was present during the meeting and have reviewed the submitted meeting minutes.
4. A quorum of members of the Association was present throughout said special meeting on April 25, 1990, in other words, Members and/or proxies entitled to cast 50 percent or more of the total votes in the Association were present, as required by Article XIII, Section 4 of the Association's Bylaws.
5. At said special meeting on April 25, 1990 the amendments to the Restated Declaration set forth in the "Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork" to which this Certificate is attached was duly approved by at least seventy-five percent (75%) of the Owners/Members entitled to vote, as required by Article XIII of the Restated Declaration.
6. I am executing this certificate on behalf of the Association, pursuant to the final sentence of Article XIII of the Restated Declaration.

IN WITNES WHEREOF, I have hereunto subscribed my
name this 14 day of March, 1991.



Leslie Ballard, Secretary

BK 197 PG 103 NO. 62343

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215	128	68128
213	58	67418
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207	238	65678
214	310	67990

OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA

I hereby certify that the within instrument

was filed in this office on this day of

MAR 1 5 1991 A.D. 19 - at 2:30 p.m. P.M.

by *Theresa E. Buer* Registrar of Titles

OFFICE REGISTRAR OF TITLES

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NO COPY

Filed by Dennis Peck, Inc.
North Fork, 720-6903
484-7421 or

BK 215 PG 52 NO. 62343

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199	224	59904
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