FIFTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHFORK

This Fifteenth Supplementary Declaration is made this 30 3 day of <u>December</u>, 1994 by North Fork, Inc., 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").
- 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.
- 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 of Lots 1 through 4, Block 1, and Lots 1, 2, 3, 4, 5, 6, 7 and 9, Block 2, all in NORTHFORK OAKS ADDITION; Al J. Parent Construction, Inc., is the fee holder of Lot 8, Block 2, NORTHFORK OAKS ADDITION. Peoples National Bank of Mora, a banking corporation under the laws of the United States of America, is a Mortgagee of Lots 1 through 4, Block 1, and Lots 1, 2, 3, 4, 5, 6, 7 and 9, Block 2, all in NORTHFORK OAKS ADDITION and Declarant is a Mortgagee of Lot 8, Block 2, NORTHFORK OAKS ADDITION.
- H. Declarant desires to bring all the lots and blocks in NORTHFORK OAKS 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 Lots 4, 5 and 6, Block 2, NORTHFORK OAKS ADDITION.

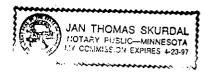
DECLARATIONS

NOW, THEREFORE, Declarant hereby declares:

- 1. ADDITIONAL PROPERTY. The "Property" as defined in the Restated Declaration, shall include all the lots and blocks in NORTHFORK OAKS 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. No natural vegetation, including mature trees, under-story or shrubbery, shall be removed, disturbed or altered within 75 feet of the East boundary lines of Lots 4, 5 and 6, Block 2, NORTHFORK OAKS ADDITION, except as are required to be removed, disturbed or altered by law. Such prohibition is specifically designated for the benefit of all lots within the plat of NORTHFORK OAKS ADDITION and for the benefit of the owners of property adjacent to Lots 4, 5 and 6, Block 2, NORTHFORK OAKS ADDITION. Any of such parties shall have the right to enforce this prohibition by an action at law or in equity.
- 3. SUPPLEMENT LIMITED. Except as specifically supplemented by this Fifteenth Supplementary 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.
Its Assistant Vice President
STATE OF MINNESOTA))ss.
COUNTY OF ANOKA
The foregoing instrument was acknowledged before me this <u>30</u> day of <u>Neember</u> , 1994 by Dennis F. Peck, the Assistant Vice President of North Fork, Inc., a Minnesota corporation, on behalf of the corporation.
Notary Public
AL J. PARENT CONSTRUCTION, IN MY COMMISSION EXPIRES 423-97
ByIts President
STATE OF MINNESOTA)
) SS.
COUNTY OF AMOUNT
The foregoing instrument was acknowledged before me this 30 day of
Inc., a Minnesota corporation, on behalf of the corporation.
Notary Public



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

CONSENT AND JOINDER

The Federal Housing Administration in conformity with the Restated Declaration filed as Document No. 150096 by and through the Secretary of Housing and Urban Development hereby approves the Fifteenth Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork.

Dated: 11/15/94 Minneapolis - St. Paul Office

STATE OF MINNESOTA

))ss.

COUNTY OF Hemepin

on this day of december, 199 before me appeared hances along 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 24 CFR 200.118, and acknowledged 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 have hereunto set my hand and affixed by notarial seal on the day and year last above written.

S. CHARLES SORENSON
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 23, 1998

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 and blocks in NORTHFORK OAKS ADDITION, hereby consents to the foregoing Fifteenth 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 BAN	K MORA
By li	hard to	Juster
its	President/Chie	Executive Officer

(COUNTY OF KANABEC) The foregoing instrument was acknowledged before me this day of November, 1994 by Richard J. Roesler	
day of November , 1994 by <u>Richard J. Roester</u>	
day of November , 1994 by <u>Richard J. Roester</u>	ent was acknowledged before me this 8t
the Proceeding (Chief Executive Officer	, 1994 by <u>Richard J. Roesier</u>
. The President/Chief Executive Officer	ne President/Chief Executive Officer
of Peoples National Bank of Mora, a banking organization under t laws of the United States of America, on behalf of sa	Mora, a banking organization under the
institution.	Care H. Reveron
Notary Dublic	Yat day Dublig

