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4-2-87

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTHFORK

This Supplementary Declaration is made this 2ND day of APRIL, 1987, by NORTH FORK, INC., a Minnesota corporation ("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C. The Original Declaration was amended, restated and superseded by that certain Restated Declaration of Covenants, Conditions and Restrictions for Northfork dated January 15, 1986, and recorded April 10, 1986 as Anoka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 is the fee owner and Norwest Bank Maple Grove, National Association, a United States corporation, is the mortgagee of all the land platted as NORTHFORK SECOND, according to the recorded plat thereof, Anoka County, Minnesota.

E. Declarant desires to bring all of the single family lots in NORTHFORK SECOND within the scheme of the Restated

Declaration as "Additional Property", pursuant to Section 2.3 of the Restated Declaration.

DECLARATION

NOW, THEREFORE, the Declarant hereby declares:

1. Additional Property. The "Property" as defined in Section 1.1(1) of the Restated Declaration, shall include the lots listed therein and also the following lots:

Lots 1 through 6, Block 1;
Lots 1 through 3, Block 2;
Lots 1 through 13, Block 3;
All in NORTHFORK SECOND, Anoka County,
Minnesota.

Each of said lots is a "Lot" as defined in Section 1.1(h) of the Restated Declaration. Each of said lots is 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.

2. Emergency Access Road. The emergency access road described in Section 11.2 and in Exhibit A of the Restated Declaration has been partially replaced with Andrie Road, as dedicated in the plat of NORTHFORK SECOND, which connects with the balance of the emergency access road as defined in Exhibit A of the Restated Declaration.

3. Lake Access Area. The Declarant hereby relocates the Lake Access Area described in Section 11.3 of the Restated Declaration from the parcel legally described in Exhibit B of the Restated Declaration to the parcel legally described as Lot 13, Block 3, NORTHFORK SECOND. Said lot contains at least 2.5 acres

of land as required by Section 11.3 of the Restated Declaration. The Declarant does not intend at this time to convey said lot to Northfork Homeowners Association, Inc. The Declarant reserves the right to relocate the Lake Access Area from time to time pursuant to Section 11.3 of the Restated Declaration.

4. Private Sewer and Water Systems. Article IV of the Restated Declaration is hereby amended by adding the following Section 4.7:

Section 4.7 Private Sewer and Water Systems. No municipal sewage system or municipal water system serves any lot or outlot in NORTHFORK or NORTHFORK SECOND. All sewage disposal systems and water supply systems for lots and outlots within NORTHFORK, NORTHFORK SECOND and replats thereof shall be "on-site" systems (i.e. systems not connected to a municipal system). All on-site sewage disposal systems shall be located and constructed in accordance with the standards and specifications of the City of Ramsey ("City") and appropriate state agencies. Such standards and specifications may include percolation tests and soil borings, if determined necessary by the City or an appropriate state agency. If any individual on-site sewage disposal system fails, the then Owner of the property benefited by the system shall be responsible for the reconstruction of the system. If several individual on-site systems fail, the then Owners of the properties benefited by the systems shall be responsible for the construction of a community on-site system, if directed by the City or an appropriate state agency. The City does not intend to extend any municipal sewer or water system to serve NORTHFORK, NORTHFORK SECOND or replats thereof. The Metropolitan Waste Control Commission has provided no sewage capacity for this area of the City of Ramsey. The provisions of this Section 4.7 are for the benefit of the City, the Owners and the Association.

5. Environmental Protection. Article IV of the Restated Declaration is hereby amended by adding the following Section 4.8:

Section 4.7 Environmental Protection. City of Ramsey Ordinance #85-2 deals with environmental protection, including the protection of certain shorelands and wetlands within NORTHFORK, NORTHFORK SECOND and replats thereof. All lands within 1000 feet from the ordinary high water mark of Lake Itasca are subject to Ordinance #85-2. All lands within 50

feet of certain wetlands are also subject to Ordinance #85-2. Said distances and other provisions of Ordinance #85-2 are subject to amendment by the City Council of the City of Ramsey.

6. Supplement Limited. Except as specifically supplemented by this Supplementary Declaration, the Restated Declaration shall remain in full force and effect according to its terms.

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

NORTH FORK, INC.

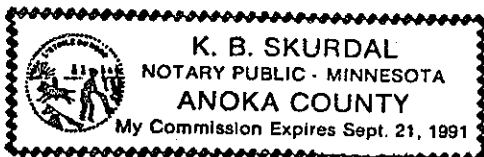
By:

Alan R. W...
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

STATE OF MINNESOTA)
)
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 2nd day of April, 1987 by Gary R. Reimann the Mayor and by David R. Hartley the Clerk of the City of Ramsey a Minnesota municipal corporation, on behalf of the City.



K. B. Skurdal
Notary Public

CONSENT OF THE CITY OF RAMSEY

The City of Ramsey, as a party to the Development Agreement with the Declarant for the Northfork Planned Unit Development, as holder of a mortgage on certain single family lots in NORTHFORK, and as the holder of easement rights over certain outlots in NORTHFORK, hereby consents to the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork and agrees to be bound by it, subject to its rights thereunder as a mortgagee.

CITY OF RAMSEY

By: Gary R. Reinhardt
Its: Mayor

By: Paul R. Hart
Its: Clerk

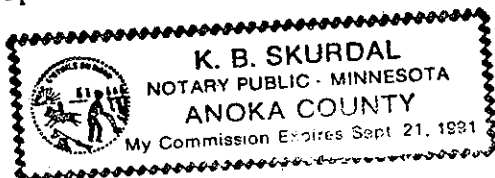


STATE OF MINNESOTA)

COUNTY OF ANOKA)

) ss.

The foregoing instrument was acknowledged before me this 2nd day of April, 1987 by Charles R. Weaver the President of NORTH FORK, INC., a Minnesota corporation, on behalf of the Corporation.



K. B. Skurdal
Notary Public

CONSENT OF NORWEST BANK MAPLE GROVE

NORWEST BANK MAPLE GROVE, NATIONAL ASSOCIATION, a United States corporation, as holder of a mortgage on all of the land platted as NORTHFORK SECOND, hereby consents to the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork and agrees to be bound by it, subject to its rights thereunder as a mortgagee.

NORWEST BANK MAPLE GROVE,
NATIONAL ASSOCIATION

By: *Timothy A. Verbrugge*

Its: 11/22/1987

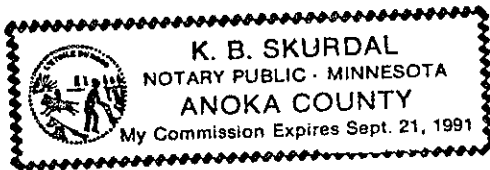
STATE OF MINNESOTA

STATE OF MINNESOTA)

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 2ND day of April, 1987 by Timothy A. Verbrugge, the Vice President of NORWEST BANK MAPLE GROVE, NATIONAL ASSOCIATION, a Minnesota corporation, on behalf of the Corporation.

K. B. Skurdal
Notary Public

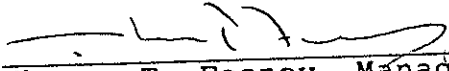


APPROVAL OF FEDERAL HOUSING ADMINISTRATION:
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

CONSENT AND JOINDER

The Federal Housing Administration, by and through the Secretary of Housing and Urban Development, hereby approves the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions for Northfork.

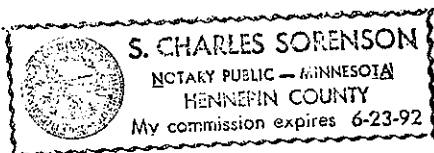
Dated: March 24, 1987

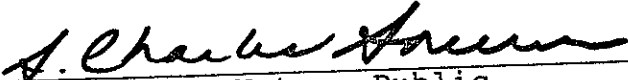

Thomas T. Feeney, Manager
Minneapolis-St. Paul Office

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 24th day of March, 1987, before me appeared THOMAS T. FEENEY, 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 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 hereunto set my hand and affix my notarial seal on the day and year last above written.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

LEONARD, STREET AND DEINARD-HMM
100 S. Fifth Street, Suite 1500
Minneapolis, Minnesota 55402
(612) 337-1562

EX 179 PG 274 NO 56754
161498

Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA

I hereby certify that the within instrument
was filed in this office on the --- day of
APR 2 1967 A.D. 19-- at 2-- o'clock P-- M.
Jed J. Lindell Registrar of Titles
By *Katherine Reine*
DEPUTY REGISTRAR OF TITLES

4-02-87H068

310.00