

2014 COVENANTS AND RESTRICTIONS
FOR SCOOPY'S POINT SUBDIVISION

These covenants and restrictions are for Scooby's Point and are intended to amend, replace, and modify, any covenants and restrictions for Scooby's Point dated prior to the date on these 2014 Covenants and Restrictions. The plat of Scooby's Point was recorded with the Ramsey County Recorder on August 11, 2005 as Document No. 235725. Scooby's Point consists of the following described property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block One; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Block Two; and Lots 1, 2, 3, 4, and 5, Block Three, Scooby's Point Subdivision, located in Government Lots 1 and 2, NW1/4SE1/4 and S1/2NE1/4 of Section 28, T154N, R65W, Ramsey County, North Dakota.

The Covenants and Restrictions are set forth as follows:

GENERAL PROVISIONS

1. All lots shall be used solely as residential lots, and no dwelling shall be constructed, erected, or located on any of the lots, other than for single or two family dwellings. A building permit must be obtained from the permitting authority. There shall be no commercial business of any kind conducted in the subdivision.

2. No structure shall be constructed or erected in the subdivision unless the design and location are in harmony with existing structures, the ground floor is a minimum of 900 square feet, the structure is affixed to a permanent foundation, and the structure is approved by the Board of Directors of the association.

3. No single wide trailers are allowed. Manufactured or modular homes are allowed provided their size is no less than 1100 square feet, are not older than seven years, have frost pier

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footings, and a perimeter foundation with vertical metal or thermal skirting. Any of the requirements for manufactured or modular homes can be waived by action of the Board of Directors.

APPLICABLE RESTRICTIONS

1. Each structure must be enclosed to prevent nuisance animals from having access to or taking up residence beneath the structure.

2. No basement, tent, shack, garage, or other outbuildings shall be erected and used for residential purposes.

3. All set backs shall be 73 feet from the front of the lot with the exception of Lots 1-5, Block Three, all lake front lots which are Lots 1-7 and 21-26, Block One, and all corner lots. The set back for all lake front lots (Lots 1-7 and Lots 21-26, Block One) shall be 73 feet from the center of the road. All corner lots shall have a set back of 50 feet from the center of the road.

4. Garages, storage sheds, and gazebos shall be permitted, so long as they are in compliance with the Covenants and Restrictions, and approved by the Board of Directors.

5. A party purchasing a lot has 7 years to complete the exterior of a residential dwelling allowed in the Subdivision. Whether the exterior of the residential dwelling is complete is in the sole and absolute discretion of the Board of Directors. Until the exterior of the dwelling is complete, with approval of the Board of Directors, the owner may have a camper or other temporary structure on their property.

6. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. The determination of whether anything is an annoyance or nuisance shall be determined by the Board of Directors.

The Board of Directors has the authority to prevent the continuation of the nuisance or offensive

trade, including obtaining a temporary restraining order or injunction.

7. All driveways must be of sufficient area to park at least two cars entirely off the access road. Visitors must park in public areas or in front of the lot(s) owned by the person(s) hosting the visitor.

8. The owner of each lot shall be responsible to install a septic tank system, which is approved by the North Dakota Department of Health prior to construction. The septic tank system is to be in compliance with the health provisions of the North Dakota Health Code. The Board of Directors of the Association shall approve all plans for a septic tank system. The owner of each lot shall be responsible for the pumping of the septic tank. The Owner shall also timely make all repairs to the septic tank system. If the owner of any lot fails to pump the septic tank or make timely repairs to the septic system, the Association can pump the tank or make the repairs and assess the lot for the cost. If a lagoon system is approved, the Association will provide the land for the lagoon.

If a rural sewer system is available, all lots with sewers shall be connected to the rural sewer, and all septic tank systems shall be discontinued within a reasonable period of time.

9. Electric lines are to be underground, and the digging, trenching, and burying of the wires as well as the installation of the meters for each individual lot(s) is the responsibility of the owner of each lot(s).

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept, except dogs, cats, and other household pets, as long as they are not kept, bred, or maintained for commercial purposes. Any dog must remain on its owner's property or be under its owner's control at all times. A dog shall be considered a nuisance if the Board of Directors of the Association has received two or more legitimate complaints on that particular dog. Nuisance

dogs shall be removed from the Subdivision, and shall not be allowed to return, unless approved by the Board of Directors.

11. The owner or person(s) in possession of each lot, whether vacant or improved, shall keep the same mowed, and free of weeds and debris. If a lot is not mowed, the weeds not controlled, or the debris not removed, the Association can hire the work done and assess the lot at the rate set by the Board of Directors.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. The Association shall provide the main rural water pipeline for the Subdivision. Each individual lot owner will be responsible for all hookups and fees associated with the water hookup. Each lot owner will be responsible for their own usage, monitored by a meter, installed at the cost of the owner.

14. The subdivision of any lots will result in lots having a minimum of 28,500 square feet. Each new lot will be responsible for any assessments for water or sewer as an individual lot.

15. No one may have an interest in more than two lots in the Subdivision. One-half of a lot may be owned by a party provided the party owns a full lot that adjoins the one-half lot.

ASSOCIATION

1. These Covenants and Restrictions are to be interpreted and read with the By-laws of the Scooby's Point Association. The provisions of these Covenants and Restrictions are to be enforced by the Board of Directors of the Association. The "Board of Directors" referred to in these Covenants and Restrictions is referring to the Board of Directors of Scooby's Point

Subdivision. The definitions contained in the By-laws of the Association are to apply to these Covenants and Restrictions.

AMENDMENT

1. These Covenants and Restrictions will remain in full force and effect until amended, modified, revoked, or rescinded by a majority vote of the owners of the Association.

ADOPTION

These Covenants and Restrictions were adopted by a majority vote of the Owners of the Association at a meeting held 6-15, 2014.

Dated the 15th day of June, 2014.

Scooby's Point Association

By: [Signature]
Its: President

AND

By: [Signature]
Its: Secretary

STATE OF NORTH DAKOTA)
)
COUNTY OF RAMSEY)

On this 2nd day of July, 2014, before me a notary public within and for said county and state did personally appear Chad Haberstroh and Dee C Rector known to me to be the President and Secretary, respectively, of Scooby's Point Association, and who did acknowledge to me they executed the above and foregoing instrument in the capacities set forth herein and that they had the authority to execute the same by and on behalf of Scooby's Point Association.

[Signature]
Notary Public



