

AMENDED COVENANTS AND RESTRICTIONS
TIMBER RIDGE SHORES SUBDIVISION

These Amended Covenants and Restrictions are to amend those certain Covenants and Restrictions dated October 1, 2008 and recorded December 4, 2008 as Document No. 244763. The Covenants and Restrictions which are to be amended affect the property described as follows:

Timber Ridge Shores, a subdivision located in Government Lots Five (5) and Six (6) of Section 12; and Government Lot One (1) of Section 13; all in Township 152, Range 63, Ramsey County, North Dakota, according to the plat filed August 18, 2009 in Cabinet 2, Slide 343, as Document No. 246618.

The Covenants and Restrictions are to be amended and modified to provide as follows:

These Covenants and Restrictions are designed to keep the area desirable, uniform, and suitable in architectural design and to assume ecological responsibility in land use herein specified and also to promote the health, safety, and welfare of the residents of this lake community.

These Covenants and Restrictions are also being implemented to promote an upscale lake community and enhance the value of each home. These Covenants and Restrictions should not be considered all encompassing and may be reviewed by the board on a case-by-case basis.

These Covenants and Restrictions shall constitute Covenants and Restrictions that will run with the land and be binding on all current and future owners of lots of Timber Ridge Shores Subdivision.

Exceptions

Exceptions to these Covenants and Restrictions must be approved by the Board of Directors of Ludwig Land Owners Association. Any exceptions to these Covenants and Restrictions must be approved by fifty-one percent (51%) of the Board members.

Amendment

These Covenants and Restrictions can be amended by the majority vote of the members of the Ludwig Land Owners Association ("Association").

AMENDED COVENANTS AND RESTRICTIONS

STRUCTURE

1. The uses of the properties shall be for lake cottages and lake home purposes only. All homes shall be designed for only single-family occupancy. No construction shall commence on any structure until the plans and specifications showing the description, size, type, design, intended use, materials, and estimated cost shall have been submitted to and approved, in writing,

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by the Board of Directors. There shall be no out buildings, decks, etc. constructed on any of the lots, until approved by the Board of Directors. All plans for out buildings must be approved by the Board of Directors.

2. Only on site stick built single-family new construction homes are allowed. Single story homes shall contain no less than 800 square feet of first floor above grade finished living floor space, not including garage and seasonal space. A two-story home shall contain no less than 800 square feet on the main floor, not to include seasonal and garage space. No dwelling shall exceed 2 and ½ stories in above basement height.

3. No approved structure including the overhangs shall be erected or placed closer than 10 feet from the adjacent property lines. The first 10 feet from any property line shall be used as a right of way easement for utilities such as water lines, approaches, electrical lines, telephone lines, etc.

4. All homes built on a basement will have a minimum wall height of 8 feet and maximum wall height of 10 feet. If the structure does not contain a basement, a concrete slab must be used.

5. Attached as well as unattached garages will be a minimum of two car stalls and a maximum of four car stalls.

6. No building or structure of any type shall be constructed so as to obstruct the view of the shoreline from adjoining properties.

7. Each residence shall provide standard indoor bathroom facilities and all necessary sanitary waste facilities and drain fields shall be installed in compliance with Ramsey County ordinances and the North Dakota Department of Health.

8. No trailer, camper, RV, fish house, tent, shack, garage, barn or other outbuildings, nor any stand alone basement shall at any time be used as a residence, with the exception of the first three years from when the developers initially transfer title. Campers are an exception and may be placed on a lot, provided the camper and placement are approved by the Directors. All buildings shall be completed on the exterior, including landscaping, within one year from the date of commencement of construction.

9. Parking areas and driveways for vehicles at each site are to be adequately and neatly provided by the lot owner.

10. All service for utilities shall be placed underground. All propane tanks shall be above ground and fenced with Board approved fencing. There shall be no heat source for buildings placed outside the residence, such as outdoor wood burning stoves.

11. There shall be no subdividing of lots, unless approved by the Board.

12. Except for the home's foundation and sewer lines, the existing grades of the lot will remain undisturbed, unless approved by the Board of Directors ("Directors").

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13. Only Nodak Rural Electric will provide electricity. Generators will only be allowed for emergency purposes. No solar panels or windmills will be allowed, unless approved by the Board.

14. Exterior finish on all structures to remain as much as possible as natural colors/pallet in harmony with the natural landscape and shall be approved by the Board. All shingles shall match in color and style on all buildings in each lot and shall be architectural style shingles.

15. The Board shall approve all approaches. There shall be one approach for every two lots and it shall be located on the specified adjoining property line. Approaches will have an approved culvert. The original cost and future maintenance of all approaches and culverts are the responsibility of the lot owners. If the adjoining lot has not been sold by the Developers, the Developers will pay one-half the cost of the culvert and approach after the adjoining lot has been sold. The Developers are Michael R. Ludwig and Debra K. Ludwig.

16. There shall be an annual landowner assessment fee of \$360 per lot. This shall be due and payable on the first day of March of each year. New lot owners shall have a prorated share due on the day of closing. This is to pay for such costs as road maintenance, airplane mosquito control, and future capital improvements. The amount of this fee shall be in effect March 1, 2008, and will be determined annually based upon need, and will not be increased by more than five percent (5%) each year thereafter. There will be no pro-rated refunds of the fee for any property sold after the fee has been paid.

17. There shall be no commercialization of any nature, such as bait shops, resorts, RV lots, etc.

PETS

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or other household pets, provided they are not kept, bred, or maintained for any commercial purposes.

2. A maximum of three household pets per lot will be allowed. Only two of the same species shall be allowed, e.g. two dogs and one cat.

3. All pets must have current licenses and vaccinations.

4. No breed of Pit Bull, Rottweiler or any other vicious dog or pet shall be allowed. No exotic pets, such as snakes, alligators, etc. shall be allowed.

5. Pets shall not be permitted to run loose. They must be leashed or properly maintained. Pets shall not create an unreasonable disturbance (noise).

6. Outdoor kennels and dog runs must have prior approval by the Board.

BOAT HOUSES, RAMPS, AND SHORELINE

1. The Board must approve all boathouses and shelters.
2. Boat docks are to be well built and compatible with the lake home design. Boat ramp tracks are to be flush as possible to the ground leading from the boathouse to the water.
3. Shorelines must be maintained and protected as much as possible from erosion.
4. No front lot will be used by back lot owners, or any other persons, for lake access.
5. Docks, boat lifts, and all other lake equipment shall be a minimum of 10 feet from the lot line unless there is written permission from the owner(s) of the neighboring lot.

LOT APPEARANCE

1. In order to preserve the existing natural beauty and views of this development, no fences will be allowed on any lot line, so that the lots will remain open and free to one another. The view from the lake to the shore is to also be considered and preserved by the property owner and Board of Directors.
2. All out buildings will be similar in design and material to the primary structure.
3. Invisible fences for pets will be allowed inside the easement line of the lot. No fences of any type shall be erected on any of the lots, unless approved by the Board. Only approved fences for the propane tanks will be allowed.
4. Guest RV and/or camper placement is allowed for up to thirty (30) days. No long-term storage (over 30 days) of RVs, campers, trailers, tractors, fish houses, etc. is allowed unless stored in an enclosed permanent building. An exception will be boat lifts and docks. No storage of vehicles not in working condition or unlicensed vehicles will be allowed.
5. All outdoor lighting, flag poles, clothes lines, play ground equipment, tree forts, antennas, satellite dishes, play houses, sheds, etc. must be approved by the Association.
6. All mailboxes and their maintenance are at the expense of the owner. Group mailboxes shall be alike and consistent in color and appearance.
7. All hot tubs and swimming pools must receive prior approval by the Board, and must adhere to the North Dakota Department of Health regulations and safety guidelines.
8. No signs of any kind shall be displayed to the public view on any building, except two signs of not more than 4 ft. by 6 ft. advertising a residence for sale, or signs used by a builder to advertise the property during the construction and sale of said property.
9. No trees shall be removed from any area without prior approval from the Association.

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MAINTENANCE

1. Each lot owner shall be responsible for the removal of trash, garbage, or other waste material from their lot. This includes yard and building waste. All trash will be kept in an appropriate container and be disposed of with a local waste management company.

2. No trash or waste shall be disposed of on any lots.

3. Fish remains and all other foul smelling waste shall be put in plastic bags and disposed of in a timely fashion.

4. All waste receptacles must be stored in an enclosed area, except the night before or day of removal or collection

5. Should any lot owner fail to comply with these maintenance provisions, the Association may have the same completed at the lot owner's expense.

6. There shall be no burning of trash.

7. There shall be no refuse pile or unsightly features allowed on the lots. All lots must be kept neat and clean in appearance, with adequate weed control and mowing during the growing season. Lots must be kept free and clean of all debris.

8. No noxious or offensive activity, as defined by law, shall be carried on in any lot in this subdivision. Nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood, individual residents, or property owners.

9. Seasonal items not being used must be stored indoors.

10. A ten (10) day notice will be given for failure to comply with these directives. After the ten (10) days, the Association may perform such maintenance, at the owner's expense.

QUIET ENJOYMENT

1. The interference with quiet enjoyment is prohibited.

2. All lot owners have the right to the quiet enjoyment of their property. All lot owners, and their guests, are to respect their neighbors by maintaining proper noise levels.

3. Noise levels are to be kept at a minimum, especially outdoors. A noise ordinance will be in effect from 10:00 o'clock pm to 8:00 o'clock am on weekdays and from 12:00 o'clock am to 8:00 o'clock am on Friday and Saturday.

4. There is to be no discharging of firearms on or around Timber Ridge Shores Subdivision.

5. All recreation vehicles, and their drivers, will adhere to all state laws regarding the

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operation of such vehicles, and will not cause excess noise for the subdivision residents.

BOARD OF DIRECTORS

1. The official name shall be Ludwig Land Owners Association ("the Association"). The owners of an interest in any lot in Timber Ridge Shores Subdivision ("the Subdivision") shall be a member of the Association. The Association is responsible to enforce these Covenants and Restrictions.

2. These Covenants and Restrictions will be enforced, regulated, and interpreted by the Board of Directors of the Association.

3. The Board of Directors ("the Board") of Ludwig Land Owners Association shall consist of seven (7) individuals elected by the owners of Timber Ridge Shores Subdivision. There will be one vote for each lot and an Association member may have more than one vote if the Association member owns multiple lots. For each lot that has more than one owner, each owner will have a fractional vote determined by the fractional interest that member has in the lot. For example, if one individual owns two lots in Timber Ridge Shores Subdivision, that individual has two votes. If one lot has two owners, each owner has one-half of a vote.

4. The Board of Directors of the Association shall consist of a president, vice-president and secretary/treasurer. The officers of the Board will be elected by the members of the Association.

5. The administration of the Association, as well as the enforcement of the Covenants and Restrictions, shall be done by the Board.

6. It is the duty of the owner of each lot to pay their share of the common expenses, expenses of administration, maintenance and repair of the common elements, water, trash removal, mosquito spraying, electricity for the common wells, and repair and maintenance of the common wells, any insurance, and any fixed charges allocated or assessed to each property unit, and any fixed charges allocated or assessed to each property unit, and any other expenses set forth in these Covenants and Restrictions. Payment shall be in such amounts and at such times as determined by the Board. The assessment for each lot shall be determined by the Board taking into account the benefit received by each lot.

7. Should any owner fail or refuse to make any payment within the time set by the Board and in the amount determined by the Board, the amount will constitute a lien on the interest of such owner as set forth in the deed of conveyance to that owner, together with the owner's interest in the general common elements, and upon the recording of the notice by the Board with the Ramsey County Recorder, the lien shall become effective and shall constitute a lien upon such owner's interest in their property.

To evidence such lien for unpaid assessments, the Board shall prepare a written notice setting forth the amount, the name of the Owner of the lot, and a description of said lot. This notice will be signed on behalf of the Board by an officer of the Board and shall be recorded in the office of the Ramsey County Recorder. Such lien may be enforced by foreclosure by the

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Association of the defaulting owner's interest, in the same manner as mortgages on real property. The lien shall be in favor of the Association and for the benefit of all members of the Association.

8. The Association, through the Board, may acquire and hold, for the benefit of the lot owners, real property, or tangible and intangible personal property, and may dispose of the same by sale or otherwise. The beneficial interest in such item of property shall be owned by the lot owners in the same proportion as their respective interest in the general common elements, and shall not be transferrable, except with a transfer of a lot unit. A transfer of real or personal property shall not be made without any reference to the real or personal property or bill of sale. Each owner may use such real or personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners. The sale of a lot unit under foreclosure shall entitle the purchaser to the beneficial interest in the real and personal property associated with the foreclosed lot.

9. Regular annual meetings of the Association shall take place as scheduled each year at such time and location as determined by the Board. Notice of the time and location of the meeting shall be provided to the owner(s) of record of each lot. The notice will be sent to the record owner(s) by regular mail at the address of the record owner on file with the secretary of the Association. This notice will be mailed no later than seven days prior to the meeting.

10. At each annual meeting, the Board shall be elected. The Board shall consist of the president, vice-president, and secretary-treasurer. The term of each officer will be three (3) years.

11. There are no proxies allowed. This means in order to vote, a party must be present in person.

12. In the event of a resignation, or for any other reason there is a vacancy on the Board, the Board will appoint a member of the Association to complete the vacant term on the Board.

13. A special meeting of the Association can be called by the Board, or by ten percent (10%) of the members of the Association. The date, location, and time of the meeting will be provided to the members of the Association no later than one(1) week prior to the special meeting by the same method for the annual meeting.

14. The Board cannot conduct business at a meeting unless a quorum of the Directors is present. A quorum is a majority of the Directors.

15. The Association cannot conduct business at its meeting unless a quorum is present. A quorum is a majority of the lots of the Association.

16. Michael R. Ludwig and Debra K. Ludwig are the original members of the Board, and will continue to be the sole members of the Board until Ninety-five (95%) of the lots in Timber

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Ridge Shores Subdivision have been transferred.

PROVISIONS APPLICABLE TO SPECIFIC LOTS

1. These Covenants and Restrictions are not applicable to Outlots 1, 2, and 3.

2. The owner of Lot 15 is allowed to put a park model home on that lot. This park model home may be used as an office and may also be used to conduct business. A sign may be placed on Lot 15 to advertise the business.

The remaining Covenants and Restrictions are applicable to Lots 23 through 43.

3. Lots 23 through 43 shall be used for park model homes only. There can be no more than one park model home on each lot.

4. For purposes of these Covenants and Restrictions, park model homes are homes/cabins that are set on blocks and have the wheels and hitch removed. Park model homes are normally 10 to 12 feet wide and 35 to 40 feet long. Park model homes are not the same as mobile homes, slide outs, trailer homes, motor homes, or campers which are licensed and taxed differently through the State of North Dakota and are not allowed.

5. All initial park model homes will be purchased through Timber Ridge Developments, Inc. and will be sold at the same time as the purchase of the Timber Ridge Shores Subdivision lot, as a package. Any future replacement park model home/cabin must be a brand new home. The lot owner will give Timber Ridge Development, Inc. the opportunity to sell a new replacement home.

6. The purchase and placement of a park model home, as provided in paragraph 5 above, will be completed within four months of the closing of the purchase of the Timber Ridge Shores Subdivision lot and the park model home. In the sole discretion of the Board, extensions may be granted for the time of the year and weather conditions.

Prior to the placement of the home, the materials and design must be approved by the Board. All homes are to be insulated and skirted using materials matching the park model home. All homes shall remove the hitch and wheels (when applicable) and have support blocking placed under the home. All homes will be secured into the ground using ground anchors and the tie down straps that come attached with the homes.

7. The owners of all lots will carry and maintain property and liability insurance from the date of closing. If requested, the Board will be provided a copy of the insurance policy.

8. All homes are required to obtain water from Ramsey County Rural Utilities. No wells are permitted in Timber Ridge Shores Subdivision.

9. All park model homes shall use 1500 gallon holding tanks for the sewer system of the home.

10. The preference is for all park model homes to have power provided by electricity. For any not using electricity, but using propane, all propane storage tanks must be approved for size and placement on the lot by the Board. All propane tanks will be enclosed by a fence that matches the look and style of the home.

11. Nodak Electric is the only power company that shall be used. Generators may be used in an emergency on a temporary basis.

12. There shall be only one access approach off the main road between every two lots. The initial cost and the maintenance of the approach shall be shared by those two lot owners. The provision is further explained in the section entitled STRUCTURE, paragraph 16.

13. The removal or addition of trees, rocks, dirt, etc. must be approved by the Board.

14. The location of homes and all other buildings on each lot shall be approved by the Association.

15. There is a five foot easement on the north and south sides of each lot together with a water and electric easement on the east side of each lot.

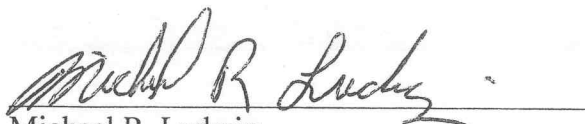
16. All outbuildings must have the approval of the Board prior to being built. The size of each outbuilding, the number of outbuildings, and style of out building will be on a case by case and lot by lot basis.

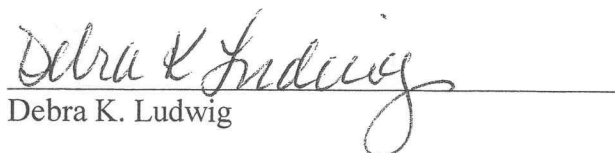
17. Buildings shall not be built on easements or hinder the use and enjoyment of other lot owners.

18. There is only one dock permitted per lot. Lot owners may choose to share a dock on adjoining property.

19. The Board must give written approval of the design, style, and size of all decks prior to construction.

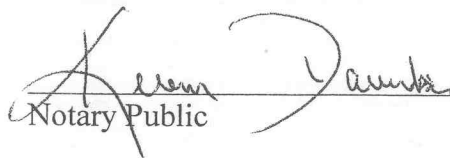
Dated this 28th day of May, 2011.

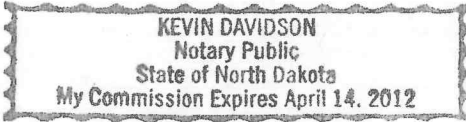

Michael R. Ludwig


Debra K. Ludwig

STATE OF ND)
)
COUNTY OF Ramsey)

On this 28 day of May, 2011 before me, a notary public within and for said county and state, did personally appear Michael R. Ludwig and Debra K. Ludwig, known to be to be the persons who are described in and who executed the above and foregoing instrument and further acknowledged they executed the same.


Notary Public



State of North Dakota) 251318
County of Ramsey)

I hereby certify that the within instrument was filed for record in this office 6/7/2011 at 9:20 AM and is recorded as Document No. 251318
Katie Nadeau, Ramsey County Recorder

By 
Fee: \$37.00
Returned To: TRAYNOR LAW FIRM

PO BOX 838
DEVILS LAKE ND 58301

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