

LAND OWNERS COVENANTS AND RESTRICTIONS

OF

SOUTH TIMBER RIDGE SHORES

THESE COVENANTS AND RESTRICTIONS are made on this 6th day of November, 2015.

SECTION 1 – INTRODUCTION.

1.1 These Covenants and Restriction shall amend, in total, The Land Owners Covenant and Restrictions dated October 1, 2008 and recorded with the Ramsey County, North Dakota Recorder's office on December 4, 2008 as Document Number 244763 and the Land Owners Covenant and Restriction dated October 1, 2008 and recorded with the Ramsey County, North Dakota Recorder's office on December 4, 2008 as Document Number 244764. Further, by these Covenants and Restrictions, the Amended Covenants and Restrictions Timber Ridge Shores Subdivision, dated May 28, 2011, and recorded June 7, 2011, with the Ramsey County, North Dakota Recorder's office as Document Number 251318 and the Second Amended Covenants and Restrictions Timber Ridge Shores Subdivision, dated January 31, 2015 and recorded with the Ramsey County, North Dakota Recorder's office on February 4, 2015 as Document Number 261733 are hereby revoked, terminated and declared void with respect to South Timber Ridge Shores.

1.2 These Covenants and Restrictions affect and bind the following described parcels of real property located In Ramsey County, North Dakota, more specifically described as follows (defined as "South Timber Ridge Shores"):

Outlot 1, Outlot 2, Outlot 3, Lots 1A, 1B, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Timber Ridge Shores, a subdivision located in Government Lots Five (5) and Six (6) of Section Twelve (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

1.3 These Covenants and Restrictions are designed to keep South Timber Ridge Shores and each Lot 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.

1.4 These Covenants and Restrictions are also being implemented to promote an upscale lake community and enhance the value of each home within South Timber Ridge Shores and located on each Lot. These covenants should not be considered all encompassing and may be reviewed by the Board on a case-by-case basis.



1.5 These Covenants and Restrictions shall constitute covenants and restrictions that run with and are binding upon South Timber Ridge Shores and each Lot, and shall be binding and be applicable to all current and future Owners of any Lot. South Timber Ridge Shores, each Lot and all improvements thereon shall be owned, held, transferred, sold, conveyed, used, occupied, mortgage or otherwise encumbered in accordance with and subject to all of the terms, provisions, covenants, regulations and restrictions described herein.

SECTION 2 - EXCEPTIONS

2.1 Any exceptions to these Covenants and Restrictions must be approved by the Super-Majority Consent of the Board.

SECTION 3 - COVENANTS

STRUCTURES

3.1 The use of South Timber Ridge Shores and each Lot shall be used for lake cottages and lake home purposes only. All lake cottages and lake homes shall be designed for single-family occupancy only. No construction shall commence on any structure until the plans and specifications thereof showing the description, size, type, design, intended use, materials, and estimated cost of the same shall have been submitted to and received prior written approval by the Majority Consent of the Board, and there shall be no out buildings, decks or any other structure constructed on any Lot without prior written approval by the Majority Consent of the Board. All plans for out buildings, decks or any other structures shall be presented to the Board in the same manner and with the same information as is provided for in the construction of a lake cottage or lake home.

3.2. Only on-site stick built single-family new construction lake cottages or lake homes are allowed. The Board may allow for an exception, as provided under Section 2.1, for lake cottages or lake homes partially built off site provided such structures meet similar criteria to stick built residences. No mobile homes shall be permitted within any portion of South Timber Ridge Shores. Single story cottages or 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 cottage or home shall contain no less than 800 square feet on the main floor not to include seasonal and garage space. No cottage or home shall exceed 2 ½ stories in above basement height.

3.3. 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.

3.4. All cottages and homes will be built on a basement with a minimum wall height of 8 feet and maximum wall height of 10 feet or if the structure does not contain a basement, a slab may be used.

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

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

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

3.8. Except as provided in this Section 3.8 and in Section 3.41 below regarding guest campers, there shall be no trailer, camper, park model home, motor home, RV, fish house, tent, shack, garage, barn, or other similar outbuildings, nor any stand alone basement, permitted within any portion of South Timber Ridge Shores, provided however, a camper may be used as a temporary lake cottage for a two year period of time, which time period shall commence on the date the Ludwigs initially transfer the ownership of Lot 2, 4, 6, 7, 12, 13, 14, 15, and 17, respectively. This two year time period shall be for the purpose of permitting the new Owner time to construct a lake cottage or lake home, in accordance with these Restrictions and Covenants, on said Lot. All buildings shall be completed on the exterior, including landscaping, within one year from the date of commencement of construction.

3.9. Parking areas and driveways for vehicles at each site to be adequately and neatly provided by the Owner.

3.10. All service lines for utilities shall be placed underground. There shall be no heat source for buildings placed outside the residence, such as outdoor wood burning stoves, etc.

3.11. [Intentionally left blank]

3.12. There shall be no subdivision, replat or other division, in any manner, of any Lot.

3.13. Except for the home's foundation and sewer lines, the existing grades of the each Lot shall remain undisturbed, unless approved by a Majority Consent of the Board.

3.14. 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 a Majority Consent of the Board.

3.15. Exterior finish on all structures is to remain as much as possible on a natural colors/pallet in harmony with the natural landscape and shall be approved by a Majority Consent of the Board. All shingles shall match in color and style on all buildings per each Lot and shall be architectural style shingles.

3.16. A Majority Consent of 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 shall have an approved culvert as may be needed to proper drainage of surface waters. The original cost and future maintenance of all approaches and culverts are the responsibility of each Owner of a Lot.

3.17. [Intentionally left blank]

3.18. No portion of South Timber Ridge Shores shall be used for any commercial purpose. A prohibited commercial purpose shall, include, but is not limited, to the retail or wholesale sale or providing of goods or services, bait shops, resorts, and/or RV lots (regardless whether any such activities is full or part time, is intended to or does generate a profit, or requires a license). In order to preserve the integrity and purposes of these Covenants and Restrictions, a prohibited commercial purpose shall be broadly interpreted and applied. Notwithstanding, the sale of a Lot by an Owner shall not be deemed to be a prohibited commercial purpose.

3.19 All lake cottages or lake homes are required to obtain water from Ramsey County Rural Utilities.

3.20. The removal or addition of trees, rocks, dirt, etc. must be approved by a Majority Consent of the Board.

3.21. The location, material, style, and color of all lake cottages, lake homes and all other buildings on each Lot shall be approved by a Majority Consent of the Board.

3.22. All outbuildings or other structures must have the approval of a Majority Consent of the Board prior to being built. The size of each outbuilding or other structure, the number of outbuildings, and style of outbuilding will be on a case by case and lot by lot basis. No metal or plastic sheds are allowed.

3.23. No building shall be built on easements or hinder the use and enjoyment of other Owners.

3.24. There must be a Majority Consent of the Board of the design, style, and size of all decks prior to construction.

3.25 As an exception, the constructed buildings used as a lake cottage/lake home that are, as of the date hereof, located on Lot 3 and Lot 4 of Timber Ridge Shores shall be permitted, without further action by the Board or Owners. Further, the constructed lake cottage located on Lot 19 Timber Ridge Shores shall, as it was under the purchase agreement for such Lot 19, continue to be grandfathered in and be permitted without further action by the Board or Owners.

PETS

3.26. 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 purpose.

3.27 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.

3.28 All pets must have current license and vaccinations.

3.29 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.

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

3.31 Outdoor kennels and dog runs must have prior approval of a Majority Consent of the Board.

BOAT HOUSES, RAMPS, AND SHORELINE

3.32. All boathouses and shelters must be approved by the Majority Consent of the Board.

3.33. There shall be one boat dock per Lot. Boat docks are to be well built and compatible with the lake cottage or lake home design. Boat ramp tracks are to be as flush as possible to the ground leading from the boathouse to the water.

3.34 Each Owner shall take all reasonable measures to maintain and protect the shoreline of their respective Lots from erosion.

3.35 No lake access shall be allowed to an Owner of a Lot, whose Lot is not adjacent to the lake, through or upon a Lot that is adjacent to the lake.

3.36. There shall be no public or community boat ramp within any portion of South Timber Ridge Shores. Any boat ramp that is to be installed on a Lot shall be for the private use of the Owner of the applicable Lot. Each Owner shall take all reasonable and necessary measures to prevent a private boat ramp located on the Owner's Lot from being used by the public for access to the lake.

3.37 Docks, boat lifts, and all other lake equipment shall be a minimum of 10 feet from the lot line unless you have written permission from the Owner of the adjacent Lots.

LOT APPEARANCE

3.38 In order to preserve the existing natural beauty and views of South Timber Ridge Shores, 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 Owner and Board.

3.39 All out buildings and other structures on a Lot shall be similar in design and material to the primary lake cottage or lake home.

3.40 Invisible fences for pets will be allowed inside the easement line of the lot. No fences of any type shall be erected on a Lot without approval of the Majority Consent of the Board. Only approved fences for the propane tanks will be allowed.

3.41 An Owner shall be allowed to have a guest camper on the Owner's Lot for up to fourteen (14) calendar days per year, but no camper shall be permitted for more than seven (7) consecutive days in any calendar year. Further, there shall be no more than one (1) guest camper on a Lot at any given time and the guest camper and all vehicles, trailers, and other personal property of such guest shall be confined solely within the Owner's Lot.

3.42 No long-term storage (over 30 days) of RV's, campers, trailers, tractors, fish houses, etc. is allowed unless stored in an enclosed permanent building. An exception to this rule will be boatlifts and docks. No storage of vehicles not in working condition or unlicensed vehicles is allowed. Storage or placement of personal property, (including the items described in this Section 3.42 as well as boats, boat trailers, and other personal property) shall not be permitted on any Lot by any party that is not an Owner of the Lot upon which such personal property is located.

3.43 All outdoor lighting, flag poles, clothes lines, playground equipment, tree forts, antennas, satellite dishes, play houses, sheds, etc., must be approved by a Majority Consent of the Board.

3.44 All mailboxes and their maintenance are at the expense of the Owner. Group mailboxes shall be alike and consistent in color and appearance.

3.45 All hot tubs and swimming pools must receive prior approval a Majority Consent of the Board, and must adhere to the North Dakota Department of Health regulations and safety guidelines.

3.46 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 Lot during the construction of a residence and sale of said Lot.

3.47 No trees shall be removed from any area without the Majority Consent of the Board, with the exception of the Ludwigs, who will be allowed to clear Lots 2, 6, 7, 12, 13, 14, 15 and 17 for purposes of preparing them for sale.

MAINTENANCE

3.48 Each Owner shall be responsible for maintaining their respective Lots, including proper mowing (which shall be at least 3 times between June 1 and September 1 of each calendar year), lawn care, control of noxious weeds, the removal of trash, garbage, or other waste material

(including yard and building waste). All trash will be kept in an appropriate container and be disposed of with a local waste management company.

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

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

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

3.52 Should any Owner fail to maintain their respective Lots, the Association may then perform such maintenance and all of the costs and expenses incurred by the Association to do so shall be paid by the Owner. If the Owner fails to pay the Association such maintenance costs and expenses such amount within ten (10) days after demand has been made upon the Owners for payment, then such amount shall constitute a lien on each Lot of the Owner. The process described in Section 4.8 regarding the creation and foreclosure of a lien for non-payment of the assessment fee shall be applied for the non-payment of the maintenance costs and expenses under the Paragraph 3.51 shall apply.

3.53 There shall be no burning of trash within any portion of South Timber Ridge Shores.

3.54 There shall be no refuse pile or unsightly features allowed any Lot. 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.

3.55 No noxious or offensive activity, as defined by law, shall be carried out upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance as defined by law to the neighborhood or individual residence or owner property therein.

3.56 Seasonal items not being used must be stored indoors.

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

QUIET ENJOYMENT

3.58 The interference with an Owner's quiet enjoyment is prohibited.

3.59 All Owners have the right of quiet enjoyment of their respective Lot. All Owners and their guests are asked to respect neighbors by maintaining proper noise levels.

3.60 Noise levels are to be kept at a minimum, especially outdoors, with a noise ordinance to be in effect at 10:00 p.m. on weekdays and 12:00 a.m. on Fridays and Saturdays.

3.61 No discharging of firearms anywhere on any portion of South Timber Ridge Shores.

3.62 All recreation vehicles and their drivers shall adhere to all state laws regarding the operation of such said vehicles, and will not cause excess noise for the Owners.

ARTICLE 4 - BOARD OF DIRECTORS

4.1. The Board shall have the authority and standing, on behalf of the Association, to enforce the Covenants and Restrictions, and to pursue all legal and equitable remedies available to enforce these Covenants and Restrictions.

4.2 These Covenants and Restrictions will be enforced, regulated, and interpreted by the Board.

4.3. The Board shall consist of five (5) individuals who shall be elected by the Majority Consent of the Board of Director Votes. Only an Owner, who has a stick built cottage or home, or a cottage or home that has been approved in accordance with these Covenants and Restriction, on a Lot is qualified or eligible to be elected and serve on the Board. Notwithstanding their status as an Owner of a Lot with an approved cottage or home, the Ludwigs shall not be qualified or eligible to be elected or serve on the Board. Each Board member shall be entitled to cast one vote on matters to be acted upon by the Board.

4.4 After their election during the annual meeting of the Association, the Board shall select, among members of the Board, a president, vice president, and secretary/treasurer, and conduct the annual meeting of the Association. A person may hold more than one office.

4.5. The administration of the Association shall be done by the Board.

4.6 It is the duty of the Owner of each lot to pay their share of the road maintenance, mosquito spraying, garbage collection, future capital improvements, and administrative expenses of the Association and of the common costs and expenses of the Association. Annually, the Board, by the Majority Consent of the Board, shall establish and set an assessment to pay necessary common Association costs and expenses that shall then be assessed on a per Owner basis, regardless of the number of Lots an Owner may own. By way of illustration only, if there are ten Lots owned by three Owners, the assessment shall be one-third to each Owner. The assessment shall be due and payable by each Owner on a date determined by the Board. New Owners shall have a prorated share due on the day of closing on the purchase of a Lot. The assessment fee shall be determined annually by the Board, based upon need, and will not be increased by more than five (5%) percent per year thereafter. There will be no pro-rated refunds of the assessment if the Owner sells a Lot.

4.7 [intentionally left blank]

4.8. Should any Owner fail or refuse to make any payment of their respective assessment within the time set by the Board and in the amount determined by the Board, the

amount will constitute a lien on each Lot of such Owner. To evidence the unpaid assessment, the Board shall prepare a written notice setting forth the amount, the name of the Owner, and the legal description of the Lot, and mail a copy of said notice to the Owner at the address of the Owner on file with the secretary of the Board. Further, to evidence the lien for the unpaid assessment, the Board shall record this notice with the Ramsey County, North Dakota Recorder, and from and after the date and time recording said notice, the lien shall become effective, attach and constitute a lien upon each Lot owned by the Owner. The notice will be signed on behalf of the Board by an officer of the Board. The lien may be enforced by foreclosure by the Board, for an on behalf of the Association. The lien shall be in favor of the Association and for the benefit of the other Owners and the Association.

4.9. The Association, through the Board, may acquire and hold, for the benefit to the Owners, real property, or tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in such item of property shall be owned by the Owners in the same proportion as their Owner vote is to all Owner votes. Each Owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

4.10. Regular annual meetings of the Association shall take place on the 1st Monday of each March at such time and location as determined by the Board. Notice of the time and location of the meeting shall be mailed to the Owners no later than seven (7) days prior to the meeting, which notice will be sent to the Owners by mail at the address of the record owner on file with the secretary of the Association.

4.11. At each annual meeting of the Association, the members of the Board shall be elected by the Majority of the Board of Director Votes. The term of each member of Board shall be one (1) year.

4.12. There are no voting proxies allowed. An Owner or member of the Board, as the case may be, must be present in person or telephonically to cast a vote. A meeting of the Association or the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in such a conference constitutes personal presence at the meeting. Further, actions of the Board provided for herein may be taken by written consent without a meeting, provided however, any such action that may be taken without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by the number of members of the Board constituting not less than the minimum amount that would be necessary to take such action at a meeting at which a quorum is present.

4.13. In the event of a resignation, or for any other reason there is a vacancy on the Board, the Board shall appoint an Owner, who is entitled to vote to elect the members of the Board and is qualified to be elected and serve on the Board, to complete the vacant term on the Board.

4.14. A special meeting of the Association can be called by at least two members of the Boards, or by Owners having at least forty percent (40%) of the total number of Owner Votes. The date, location, and time of the special meeting shall be provided no later than seven (7) calendar days prior to the special meeting by the same method for the annual meeting. In addition to the regular annual meeting, the Board shall be permitted to meet from time to time to conduct the administration and business of the Association and may be called by any member of the Board with at least two (2) days' notice to the other members of the Board.

4.15. The Board shall not conduct business at a meeting unless a quorum of the Directors. A quorum is a majority of the members of the Board, provided, however, for actions requiring a Super-Majority Consent of the Board, a quorum shall mean 80% or more of members of the Board.

4.16. The Association shall not conduct business at a meeting unless a quorum is present. A quorum for purposes of a meeting of the Association is more than 50% of the total number of Owner Votes, provided, however, for actions requiring a Super-Majority Consent of Owner Votes, a quorum shall mean 85% or more of the Owner Votes. For the purposes of electing the Board, a quorum shall mean more than 50% of the total number of Board of Director Votes.

SECTION 5 - DEFINITIONS

As used herein, the following terms shall be defined as follows:

5.1 The term "South Timber Ridge Shores" shall mean Outlot 1, Outlot 2, Outlot 3, Lots 1A, 1B, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Timber Ridge Shores, a subdivision located in Government Lots Five (5) and Six (6) of Section Twelve (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.

5.2. The term "Lot" shall mean the respective outlots and lots contained and being within South Timber Ridge Shores.

5.3. The term "Association" shall mean South Timber Ridge Shores Landowners Association, an unincorporated association comprising of the Owners of Lots within South Timber Ridge Shores. Each Owner shall be a member of the Association.

5.4. The term "Board" shall mean the Board of Directors of the Association.

5.5. The term "Owner" shall mean a natural person whether one or more), corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property who holds record title to any Lot. If a Lot is being sold under a contract for sale, contract for deed or the like, the purchaser thereunder shall be the Owner of said Lot. The term "Owners" shall exclude any party holding an interest in a Lot merely as security for the performance of an obligation.

5.6. The term “Ludwigs” shall mean Michael R. Ludwig and Debra K. Ludwig, individually and collectively.

5.7. The term “Super-Majority Consent of the Board” shall mean the affirmative vote of 80% or more of the persons serving on the Board.

5.8. The term “Majority Consent of the Board” shall mean the affirmative vote of more than 50% of the persons serving on the Board.

5.9. The term “Super-Majority Consent of the Owner Votes” shall mean the affirmative vote of 85% or more of the Owner Votes present at meeting of the Association where a quorum of the Owner Votes are present.

5.10. The term “Majority Consent of the Owner Votes” shall mean the affirmative vote of more than 50% of the Owner Votes present at meeting of the Association where a quorum of the Owner Votes are present.

5.11. The term “Majority Consent of Board of Director Votes” shall mean the affirmative vote of more than 50% of the Board of Director Votes present at a meeting of the Association where a quorum of Board of Director Votes are present.

5.12. The term “Owner Vote” shall mean the vote assigned to a Lot and entitled to be voted as set forth in this Section 5.12. Each Lot shall be assigned one vote, except Outlot 1 and Outlot 2 shall be assigned zero votes, resulting in a total of 27 Owner Votes. It is contemplated Outlot 1 and Outlot 3 may be combined to make one singled outlot and in that event, the vote assigned to Outlot 3 shall be assigned to such combined outlot and no change in the total 27 Owner Votes shall result from such combination. Further, it is contemplated Outlot 2 shall be combined and made a part of Lot 12 and/or Lot 13 and in that event, no additional votes shall be assigned to Lot 12 or Lot 13, and no change in the total 27 Owner Votes shall result from such combination. Only an Owner shall be entitled to cast the one Owner Vote assigned to the Lot in which they are an Owner. There shall be only one (1) Owner Vote per Lot, provided however, an Owner who owns more than one Lot shall be permitted to cast a vote for each Lot that is assigned a vote on each matter that is the subject of an Owner Vote. When more than one person is an Owner of any Lot (for example husband and wife own a Lot jointly), then the Owners of said Lot shall designate among themselves who is authorized to cast the one Owner Vote for such Lot and advise the Association at or prior to any meeting. In the event more than one person seeks to exercise the Owner Vote assigned to a Lot, then the Owner Vote assigned to such Lot shall be suspended.

5.13 The term “Board of Director Vote” shall mean the vote assigned to a Lot as set forth in this Section 5.13. Each Lot, shall be assigned one vote, and the Owner of such Lot shall be entitled to cast the vote assigned to such Lot for purposes of electing the Board, provided however, no votes under this Paragraph 5.13 shall be assigned to any Lot where title or other ownership interest of any portion of said Lot is vested, held or otherwise asserted by the Ludwigs (whether currently or through later acquisition and whether such title or other ownership is

vested, held or otherwise asserted directly by the Ludwigs or indirectly by the Ludwigs, including without limit, title or other ownership is vested, held or otherwise asserted by any corporation, partnership, limited partnership, limited liability company, limited liability partnership, association, other entity, trust or party in which the Ludwigs have any interest or relationship), and in turn the Ludwigs or the Owner of said Lot, (if other than the Ludwigs), shall not be entitled to cast any vote with respect to said Lot to elect the Board. As of the date of these Covenants and Restrictions, title or other ownership interest is vested, held or otherwise asserted by the Ludwigs in and to Outlot 3, and Lots 2, 6, 7, 12, 13, 14, 15 and 17 and in turn shall be assigned no votes for purposes of electing the Board. The number of Board of Director Votes may increase if the entire ownership and title to Lots, which are currently not assigned such a vote, are transferred and conveyed, in total, by the Ludwigs to a wholly unrelated and a bona fide and good faith purchaser. Likewise the number of Board of Director Votes may decrease if Ludwigs later acquire title, other ownership or assert to have an interest in any portion of a Lot that has been assigned a vote. In no event shall the total number of Board of Director Votes exceed 27. In the election of the Board, only an Owner of a Lot assigned a Board of Director Vote shall be entitled to cast the one vote assigned to the Lot in which they are the Owner. There shall be only one (1) Board of Director Vote per Lot and there shall be no cumulative voting for the election of the Board, provided however, an Owner who owns more than one Lot shall be permitted to cast a vote for each Lot that is assigned a vote in the election of each member of the Board. When more than one person is an Owner of any Lot assigned a Board of Director Vote, (for example husband and wife own a lot jointly), then the Owners of said Lot shall designate among themselves who is authorized to cast the one Board of Director Vote for such Lot and advise the Association at or prior to the meeting in which the Board is being elected. In the event more than one person seeks to exercise a Board of Director Vote, then such Board of Director Vote shall be suspended and not be entitled to be counted in electing the Board

SECTION 6 - AMENDMENT

6.1 These Covenants and Restrictions will remain in full force and effect unless amended, modified, revoked, or rescinded by a Super-Majority Consent of the Owner Votes.

SECTION 7 - ADOPTION

7.1. At a meeting of the Owners, these Covenants and Restrictions were approved and authorized for recording with the Ramsey County, North Dakota Recorder's office in the records for each Lot of South Timber Ridge Shores. Further, these Covenants and Restrictions have been approved and authorized for recording with the Ramsey County, North Dakota Recorder's office in the records for each Lot of South Timber Ridge Shores by order and judgment, dated December 14 and 18, 2015, of the Ramsey County, North Dakota District Court in that certain case entitled Lindstrom et. al. v. Ludwig, et al., Ramsey County District Court case number 36-2014-CV-187, which order and judgment is Court Document Number 216 & 217 of court records for this case.

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Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Barbara Boesl

Dated: _____

Michael R. Ludwig

Michael R. Ludwig

Dated: 10-22-2015

Debra K. Ludwig

Debra K. Ludwig

Dated: 10-22-15

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this 21 day of Oct, 2015.


Rodney B. Lindstrom

Dated: _____


Shirley A. Lindstrom

Dated: 10-21-15

Kristopher D. DeLong

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Barbara Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: Terry L. Johnston

Its: General Partner

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: 10/23/15

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: 10/23/2015

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Barbara Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

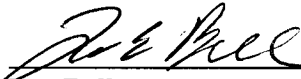
Kristopher D. DeLong

Dated: _____

Faye R. DeLong

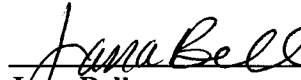
f/k/a Faye R. Schnabel

Dated: _____



Lee Bell

Dated: 10-21-15



Jana Bell

Dated: 10-21-15

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Barbara Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

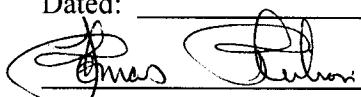
Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____



Tom W. Phillion

Dated: 10-22-15

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Barbara Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Darol R. Hoffman

Dated: 10/22/15

Michelle Hoffman

Michelle M. Hoffman

Dated: 10/22/15

Paul Boesl

Dated: _____

Barbara Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____


Lee Bell
Dated: _____


Jana Bell
Dated: _____

Tom W. Phillion
Dated: _____

Darol R. Hoffman
Dated: _____

Michelle M. Hoffman
Dated: _____

Paul Boesl
Dated: 10-23-15


Barbara Boesl
Dated: 
10-23-15

Corey A. Hagler
Dated: _____

Lisa M. Hagler

Dale L. Zahradka
Dated: _____

Bonnie L. Zahradka
Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**
Its: General Partner
Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: _____

Faye R. DeLong
f/k/a Faye R. Schnabel

Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: 10-28-15

Roberta J. Zahradka

Dated: 10-28-15

Corey A. Hagler

Dated: _____

Lisa M. Hagler

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: 10-30-15

Lisa M. Hagler

Dated: 10-30-15

Dale L. Zahradka

Dated: _____

Bonnie L. Zahradka

Dated: _____

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Shirley A. Lindstrom

Dated: _____

Kristopher D. DeLong

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: _____

Lee Bell

Dated: _____

Jana Bell

Dated: _____

Tom W. Phillion

Dated: _____

Darol R. Hoffman

Dated: _____

Michelle M. Hoffman

Dated: _____

Paul Boesl

Dated: _____

Michael R. Ludwig

Dated: _____

Debra K. Ludwig

Dated: _____

Joseph F. Zahradka

Dated: _____

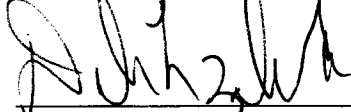
Roberta J. Zahradka

Dated: _____

Corey A. Hagler

Dated: _____

Lisa M. Hagler



Dale L. Zahradka

Dated: 11-6-15



Bonnie L. Zahradka

Dated: 11-6-15

TLJ Holdings, LLP

By: **Terry L. Johnston**

Its: **General Partner**

Dated: _____

Dated this ____ day of _____, 2015.

Rodney B. Lindstrom

Dated: _____

Michael R. Ludwig

Dated: _____

Shirley A. Lindstrom

Dated: _____

Debra K. Ludwig

Dated: _____

Kristopher D. DeLong

Dated: _____

Joseph F. Zahradka

Dated: _____

Faye R. DeLong

f/k/a Faye R. Schnabel

Dated: _____

Roberta J. Zahradka

Dated: _____

Lee Bell

Dated: _____

Corey A. Hagler

Dated: _____

Jana Bell

Dated: _____

Lisa M. Hagler

Tom W. Phillion

Dated: _____

Dale L. Zahradka

Dated: _____

Darol R. Hoffman

Dated: _____

Bonnie L. Zahradka

Dated: _____

Michelle M. Hoffman

Dated: _____

TLJ Holdings, LLP

Lee Ann Johnston

By: ~~Ferry L. Johnston~~ *Lee Ann Johnston*

Its: General Partner

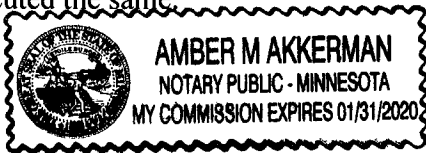
Dated: *10-21-15*

Paul Boesl

Dated: _____

STATE OF Minnesota)
 : SS.
COUNTY OF Scott)

On this 22 day of October, 2015, before me personally appeared **Michael R. Ludwig and Debra K. Ludwig**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.





Notary Public, North Dakota

STATE OF _____)
 : SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Rodney B. Lindstrom and Shirley A. Lindstrom**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
 : SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Kristopher D. DeLong and Faye R. DeLong f/k/a Faye R. Schnabel**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

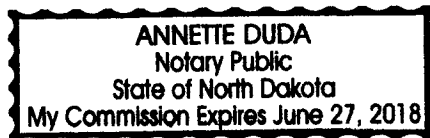
STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Michael R. Ludwig and Debra K. Ludwig**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF ND)
: SS.
COUNTY OF Eddy)

On this 21st day of October, 2015, before me personally appeared **Rodney B. Lindstrom and Shirley A. Lindstrom**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.



Annette Duda
Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Kristopher D. DeLong and Faye R. DeLong f/k/a Faye R. Schnabel**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Michael R. Ludwig and Debra K. Ludwig**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

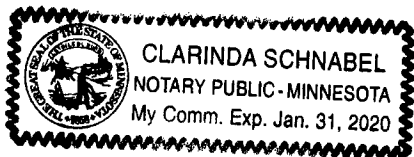
STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Rodney B. Lindstrom and Shirley A. Lindstrom**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF MINNESOTA)
: SS.
COUNTY OF NORMAN)

On this 23rd day of October, 2015, before me personally appeared **Kristopher D. DeLong and Faye R. DeLong f/k/a Faye R. Schnabel**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

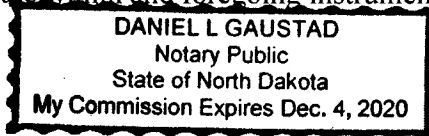


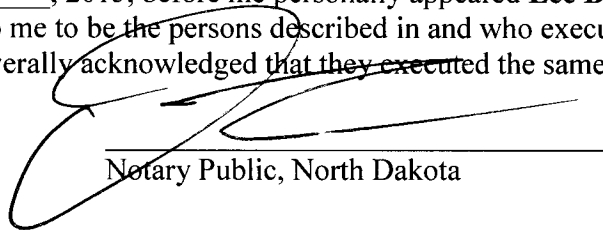
Clarinda Schnabel

Notary Public, ~~North Dakota~~ Minnesota

STATE OF North Dakota
: SS.
COUNTY OF Grand Forks)

On this 21st day of October, 2015, before me personally appeared **Lee Bell and Jana Bell**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.





Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Tom W. Phillion**, known to me to be the person described in and who executed the within and foregoing instrument and severally acknowledged that he executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Darol R. Hoffman and Michelle M. Hoffman**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Paul Boesl and Barbara Boesl**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

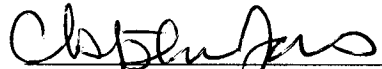
STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Lee Bell and Jana Bell**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

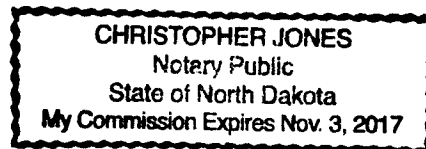
STATE OF North Dakota)
: SS.
COUNTY OF Ward)

On this 22 day of October, 2015, before me personally appeared **Tom W. Phillion**, known to me to be the person described in and who executed the within and foregoing instrument and severally acknowledged that he executed the same.



Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)



On this ____ day of _____, 2015, before me personally appeared **Darol R. Hoffman and Michelle M. Hoffman**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Paul Boesl and Barbara Boesl**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Lee Bell and Jana Bell**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

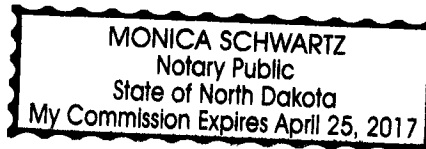
Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Tom W. Philion**, known to me to be the person described in and who executed the within and foregoing instrument and severally acknowledged that he executed the same.

Notary Public, North Dakota

STATE OF North Dakota)
: SS.
COUNTY OF Pembina)



On this 22 day of OCTOBER, 2015, before me personally appeared **Darol R. Hoffman and Michelle M. Hoffman**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Monica Schwartz
Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Paul Boesl and Barbara Boesl**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Lee Bell and Jana Bell**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Tom W. Philion**, known to me to be the person described in and who executed the within and foregoing instrument and severally acknowledged that he executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Darol R. Hoffman and Michelle M. Hoffman**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF North Dakota)
: SS.
COUNTY OF Carver)

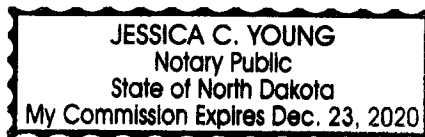
On this 23 day of Oct, 2015, before me personally appeared **Paul Boesl and Barbara Boesl**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.



Sherry Buchweitz

Notary Public, North Dakota

STATE OF North Dakota)
COUNTY OF Grand Forks) : SS.



On this 28 day of October, 2015, before me personally appeared **Joseph F. Zahradka and Roberta J. Zahradka**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Jessica C. Young
Notary Public, North Dakota

STATE OF _____)
COUNTY OF _____) : SS.

On this ____ day of _____, 2015, before me personally appeared **Corey A. Hagler and Lisa M. Hagler**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
COUNTY OF _____) : SS.

On this ____ day of _____, 2015, before me personally appeared **Dale L. Zahradka and Bonnie L. Zahradka**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

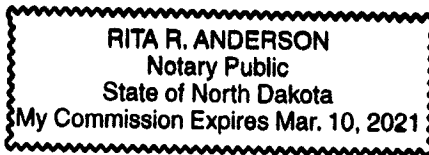
Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this _____ day of _____, 2015, before me personally appeared **Joseph F. Zahradka and Roberta J. Zahradka**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF North Dakota)
: SS.
COUNTY OF Bowman)



On this 30th day of October, 2015, before me personally appeared **Corey A. Hagler and Lisa M. Hagler**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Rita R. Anderson
Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this _____ day of _____, 2015, before me personally appeared **Dale L. Zahradka and Bonnie L. Zahradka**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF _____)
: SS.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Joseph F. Zahradka and Roberta J. Zahradka**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

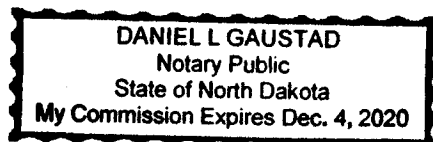
STATE OF _____)
: SS.
COUNTY OF _____)

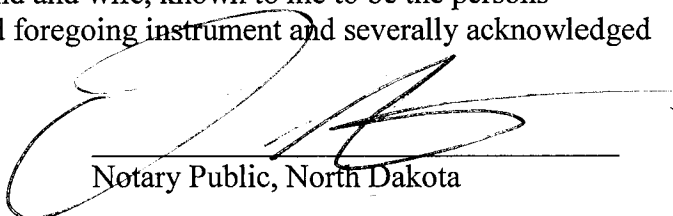
On this ____ day of _____, 2015, before me personally appeared **Corey A. Hagler and Lisa M. Hagler**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Notary Public, North Dakota

STATE OF North Dakota)
: SS.
COUNTY OF Walsh)

On this 6th day of November, 2015, before me personally appeared **Dale L. Zahradka and Bonnie L. Zahradka**, husband and wife, known to me to be the persons described in and who executed the within and foregoing instrument and severally acknowledged that they executed the same.



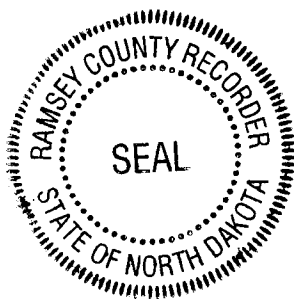
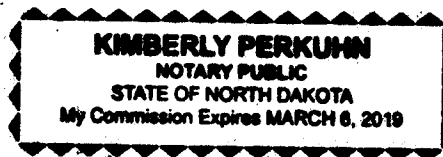


Notary Public, North Dakota

STATE OF North Dakota : SS.
COUNTY OF Ramsey)

On this 21 day of October, 2015, before me personally appeared ^{Lee Ann}~~Ferry L.~~
Johnston, as the General Partner of **TLJ Holdings, LLP**, known to me to be the persons
described in and who executed the within and foregoing instrument and severally acknowledged
that he executed the same on behalf of said entity.

Kimberly Perkuhn
Notary Public, North Dakota



State of North Dakota) 264098
County of Ramsey)

I hereby certify that the within instrument was filed for record in
this office 12/21/2015 at 11:19 AM and is recorded as Document
No. 264098

Katie Nadeau, Ramsey County Recorder

By Katie Nadeau

Fee: \$109.00

Returned To: PEARSON CHRISTIANSON & CLAPP PLLP

PO BOX 5758
GRAND FORKS ND 58206-5758