

**COVENANTS AND RESTRICTIONS**  
**TIMBER RIDGE SHORES II SUBDIVISION**

These Covenants and Restrictions affect the property described as follows:

**Lots 26 through 43, 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 provide as follows:

These Covenants and Restrictions are designed to keep the area desirable, uniform, and suitable in appearance 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 property. 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 shall run with the land and be binding on all current and future owners of lots of Timber Ridge Shores II Subdivision.

**A. GENERAL COVENANTS AND RESTRICTIONS**

1. The Developers shall be authorized to cause Lots 26, 27, 28 and 29 to be re-surveyed and converted from sixty foot (60') wide (north to south) lots into three eighty foot (80') wide (north to south) lots. The area comprising and contained within Lots 26, 27, 28 and 29, whether under the current 60 foot configuration or after being re-surveyed and converted to the 80 foot wide (north to south) configuration as described herein, shall be permanently restricted and use for either (a) stick built lake cottages or (b) up to, but not exceeding, three (3) approved park model homes. No permanent campers or other recreational homes are allowed on these lots. As used herein, a "park model home" shall be a home/cabin that is set on blocks and has all wheels and hitch permanently removed. A park model home is a recreational vehicle not exceeding forty feet in length which is primarily designed to provide temporary living quarters for recreation, camping, or seasonal use, is built on a single chassis, is mounted on wheels, has a gross trailer area not exceeding four hundred square feet of enclosed living space in the setup mode, and is certified by the manufacturer as complying with American national standards institute standard A119.5. A park model home is not a mobile home, slide out, trailer home, motor home, RV or camper, none of which are not permitted within the area comprising and containing Lots 26, 27, 28 and 29. Further, there shall be no public or community boat ramp within any portion of the area comprising Lots 26, 27, 28 and 29. Any boat ramp that is to be installed on such Lots shall be for the private use of the owner of the applicable Lot. Each owner of the area comprising of Lots 26, 27, 28 and



29 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.

2. The remaining lots 30-43 may be used for recreational homes to include approved park models and campers. There can be no more than one recreational home on each lot. As used herein, the term "recreational home" excludes a trailer, motor home, RV, fish house, tent, shack, garage, barn, or other similar outbuildings. Any boat ramp that is to be installed on such Lots shall be for the private use of the owner of the applicable Lot. Each owner of the area comprising of Lots 30-43 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. All recreational homes with Lots 30-43 must be a minimum of 26 feet in length and set up on blocks.

4. Prior to the placement of the recreational home, the location must be approved by the Board of Directors of the Ludwig Land Owners Association (the "Board" as set forth under Paragraph G, herein). The materials and design for skirting, decks, sheds must be approved by the association but not prior to the placement of the home.

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

6. All homes are required to obtain water from Ramsey County Rural Utilities.

7. All recreational homes shall use a minimum 1500 gallon holding tanks for the sewer system of the home.

8. The preference is for all recreational 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.

9. 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 if needed. The original cost and future maintenance of all approaches and culverts are the responsibility of the adjacent lot owners who purchase lots from the Developers. 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.

10. The removal or addition of trees, rocks, dirt, etc. must be approved by the Board, except that the Developers do not need Board approval to remove trees and clean or maintain lots for purposes of preparing them for sale.

11. The location, material, style, and color of all recreational homes and all other buildings on each lot shall be approved by the Board.

12. 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.

13. 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 outbuilding will be on a case by case and lot by lot basis. No metal or plastic sheds are allowed. A one car garage is acceptable.

14. Buildings shall not be built on easements or hinder the use and enjoyment of other lot owners without approval by the Board

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

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

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

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

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

20. All service for utilities shall be placed underground. All propane tanks shall be above ground. There shall be no heat source for buildings placed outside the residence, such as outdoor wood burning stoves.

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

22. Except for the home's foundation and sewer lines, the existing grades of the lot shall remain undisturbed, unless approved by the Board.

23. 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.

24. All recreational homes shall be designed for single-family occupancy only.

25. No lot shall be used for commercial purposes. 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, campground, 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. Further, the Developers may maintain and utilize a park model on one of their lots for purposes of showings.

## **B. 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.

## **C. BOAT HOUSES, RAMPS, AND SHORELINE**

1. The Board must approve all boathouses and shelters.

2. Boat ramp tracks are to be flush as possible to the ground leading from the boathouse to the water.

3. Once a lot is transferred from the Developer, the shorelines must be maintained and protected as much as possible from erosion.

4. No front lot will be used by back lot owners 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.

## **D. 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.

2. 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.

3. 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. No long-term storage (over 14 days) of RVs, campers, trailers, tractors, fish houses, etc. is allowed unless stored in an enclosed permanent building, with the exception of boat lifts and docks. No storage of vehicles not in working condition or unlicensed vehicles is allowed.

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

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

6. 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.

7. No signs of any kind shall be displayed to the public view on any building, except one sign 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. However, lot 43 has the right to display a Welcome to Timber Ridge Shores II sign.

#### **E. 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 must be stored in an enclosed container.

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 after the lot is sold by Developer. 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, and be assessed as set forth under Paragraphs G.5 & G.7 below.

## **F. 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 within Timber Ridge Shores II Subdivision.

5. All recreation vehicles, and their drivers, will adhere to all state laws regarding the operation of such vehicles, and will not cause excess noise for the subdivision residents.

## **G. ASSOCIATION/BOARD OF DIRECTORS**

1. The official name shall be Ludwig Land Owners Association ("the Association"). Each owner of a lot in Timber Ridge Shores II Subdivision ("the Subdivision") shall be a member of the Association.

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

3. The Board of Directors of Ludwig Land Owners Association shall consist of five (5) individuals elected by the owners of Timber Ridge Shores II 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 Officers of the Association shall consist of a president, vice-president and secretary/treasurer. The Officers shall be elected by the Board of Directors of the Association.

5. 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, any insurance, and any fixed charges allocated or assessed to each property unit, and any other expenses set forth in these Covenants and Restrictions. There shall be an annual assessment fee of no more than \$400 per lot charged to all lot owners, except the Developer. For new lot owners, this assessment will begin 30 days after their purchase from the Developer. This shall be due and payable annually on a date as determined by the association. New lot owners shall have a prorated share due on the day of closing. The amount of this fee shall be in effect on the date that control is turned over to the Association, and will be determined annually by the Board based upon need, and will not be increased by more than 10 percent (10%) each year thereafter. There will be no pro-rated refunds of the fee for any property sold after the fee has been paid.

6. 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 Association and shall be recorded in the office of the Ramsey County Recorder. Such lien may be enforced by foreclosure by the 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.

7. 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.

8. 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.

9. At each annual meeting, the Board shall be elected by a majority vote of the members.

10. There are no proxies allowed. A party must be present in person or telephonically. A meeting of the members or Directors 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. As used in herein, the phrase "majority vote of the members" shall mean more than 50 percent of the total votes represented at any meeting of the members, determined in accordance with the provisions of Paragraph G.3.

11. In the event of a resignation, or for any other reason there is a vacancy on the Board, a special meeting will be held with all land owners notified and a new member from the Association will be appointed by the Board to complete the vacant term on the Board.

12. 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.

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

14. The Association cannot conduct business at its meeting unless a quorum is present. A quorum is a majority of the lot owners of the Association and a majority of the Directors.

## **H. EXCEPTIONS**

1. Any exception to these Covenants and Restrictions must be approved by a majority vote of the members of the Association.

2. There can be no exception to Paragraphs A.1, A.2., A.25 and D.3.

3. Any requested exception shall be submitted by the lot owner to the Board. The Board shall place the request on the agenda for the next regular or special meeting of the Association for consideration.

## **I. AMENDMENT**

These Covenants and Restrictions can be amended by a majority vote of the members of the Association. Paragraphs A.1, A.2, A.25 D.3, H.2, and I may be amended only by a majority vote of the members of the Association and by the consent of the South Timber Ridge Shores Landowners Association.



**J. ADOPTION**

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 affected by these Covenants and Restrictions.

Dated this 6<sup>th</sup> day of November, 2015.

*Michael R Ludwig*  
Michael R. Ludwig

*Debra K Ludwig*  
Debra K. Ludwig

STATE OF MN )  
  )  
COUNTY OF Scott )

On this 6<sup>th</sup> day of November, 2015 before me, a notary public within and for said county and state, did personally appear Michael R. Ludwig and Debra K. Ludwig (Lots 26, 27, 28, 29, 33, 34, 35, 36, 37, 38, 39, 40 and 43) 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.

*[Signature]*

\_\_\_\_\_  
Notary Public



Dated this 2 day of November, 2015.

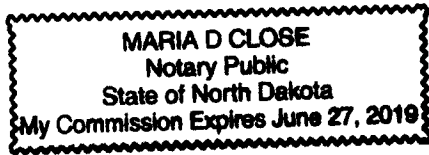
*Donald Jonasson*  
Donald Jonasson

*Junell Jonasson*  
Junell Jonasson

STATE OF ND )

COUNTY OF Cavalier )

On this 2 day of November, 2015 before me, a notary public within and for said county and state, did personally appear Donald Jonasson and Junell Jonasson (Lots 41 and 42), 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.



*Maria D Close*  
Notary Public

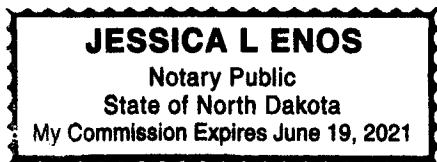
Dated this 6 day of NOVEMBER, 2015.

Curtis H. Opp  
Curtis Opp

Charlotte Opp  
Charlotte Opp

STATE OF NORTH DAKOTA  
COUNTY OF WARD )

On this 6 day of NOVEMBER, 2015 before me, a notary public within and for said county and state, did personally appear Curtis Opp and Charlotte Opp (Lot 30), 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.



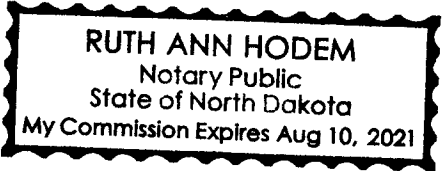
Jessica L. Enos  
Notary Public

Dated this 2<sup>nd</sup> day of November, 2015.

Jerry Thom  
Jerry Thom  
Nola Thom  
Nola Thom

STATE OF North Dakota )  
COUNTY OF LaMoure )

On this 2<sup>nd</sup> day of November, 2015 before me, a notary public within and for said county and state, did personally appear Jerry Thom and Nola Thom (Lot 31), 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.



Ruth Ann Hodem  
Notary Public

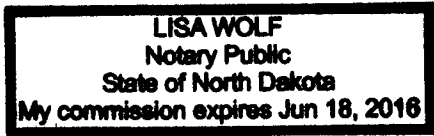
Dated this 3<sup>rd</sup> day of November, 2015.

Dale Ludwig  
Dale Ludwig

Cindy Ludwig  
Cindy Ludwig

STATE OF North Dakota )  
COUNTY OF Ward )

On this 3<sup>rd</sup> day of November, 2015 before me, a notary public within and for said county and state, did personally appear Dale Ludwig and Cindy Ludwig (Lot 32), 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.



Lisa A Wolf  
Notary Public

**State of North Dakota)** **264003**  
**County of Ramsey )**

I hereby certify that the within instrument was filed for record in this office 12/2/2015 at 11:20 AM and is recorded as Document No. 264003

Katie Nadeau, Ramsey County Recorder

By Katie Nadeau

Fee: \$46.00

Returned To: ANDERSON BOTTRELL SANDEN & THOMPSON

PO BOX 10247  
FARGO ND 58106-0247

