1899355

DECLARATION OF PRIVATE ROAD EASEMENT

AND

DECLARATION OF COVENANTS FOR MAINTENANCE OF SAME

Lauranne Woods

Parcel D (Private Road Name)

(Subdivision Name)

KNOW ALL MEN BY THESE PRESENTS:
WHEREAS, Paul W. Boyke and Virginia L. Boyke, husband and wife,
(all fee owners)
(hereinafter "the subdivider") is (are) the fee owner(s) of that certain
parcel of real estate located in the City of Orono, County of Hennepin,
State of Minnesota, legally described as follows: See Exhibit A (Subdivision Name) according to the plat of that name on file
and of record in the office of the County Recorder, in and for Hennepin
County; and
WHEREAS, the Subdivider now desires to create a non-exclusive
private road easement for driveway, ingress and egress, drainage and
utility purposes over and across Outlot(s) See Exhibit B ,
(hereinafter "the private road")
(Subdivision Name)
for the mutual benefit of Lots 1 and 2
Lauranne Woods
(Subdivision Name)

NOW, THEREFORE, in addition to any easements created by any other

The state of the s

Declaration of Covenants, Conditions, Restrictions and Easements, the

Subdivider does by this Declaration for himself (themselves), his (their) heirs, successors and assigns, hereby creates a non-exclusive easement for driveway, ingress and egress, drainage and utility purposes over

and across the private road as described above for the mutual benefit of

_ots <u>lar</u>	l and 2					ted lo	.ots")				
Lauranne Woods (Subdivision Na		but	not	for	the	benefit	of	any	other	lots	in
(Subdivision N	ame)	an	d								

WHEREAS, the subdivider is the sole owner of the private road and all the benefited lots except for the undersigned who are all the owners of record of the following described lots in the City of Orono, County of Hennepin:

NOW, THEREFORE, in consideration of the receipt of One Dollar (\$1.00) and the granting of the above private road easement for the benefited lots, the above owners of each benefited lot, their heirs, assigns and successors (hereinafter referred to as owners or owner) hereby covenant and agree as follows:

- 1. That the owners do hereby acknowledge the existence of said private road easement and the existence of the private road, which is not a publicly dedicated roadway, and that the City of Orono has no obligation to maintain or service said private road, and that the City of Orono does not intend to acquire or open said private road as a public roadway.
- 2. That the owners will and do hereby assume and agree to pay a proportionate share of the costs of maintaining, repairing and replacing, if necessary, the private road over said easement described herein to at least a standard of quality equal to the private road as it was approved by the City of Orono as part of the subdivision of the adjoining land, and as may be required from time to time by the ordinances of the City of Orono in regard to private roads.

Each owner's share of such costs shall be due and payable on the date such costs for construction, maintenance or repair are due and payable to the person or entity rendering an account therefore. Each owner's share of such costs shall bear interest at a rate of eight (8) percent per annum from such due date to the date of payment. Any owner may bring action, on behalf of the non-defaulting Owners, to collect a defaulting Owner's share of such costs which are not paid when due, and shall be entitled to recover such reasonable attorney's fees as the court may allow, together with all necessary costs and disbursements incurred in connection therewith.

The plans, specifications and the awarding of contracts for the private road or for any alterations in the private road after construction thereof shall be approved in writing by the Owners of twenty-five (25) percent of the Lots.

The costs incurred for maintenance and repair of the private road shall be approved in writing by the Owners of twenty-five (25) percent of the Lots.

No Owner may exempt himself from the liability for assessments by waiver of the use or enjoyment of any of the private road or by the abandonment of his Lot.

In the event that the Owners of each Lot described herein fail to maintain, repair or replace the private road as provided for herein, it is agreed by all parties that the City of Orono may undertake to maintain, repair and replace the private road as provided for herein, and that such actions by the City of Orono will not result in the private road's becoming a public roadway, and that each of the Owners will pay to the City of Orono the proportionate cost incurred by the City of Orono within thirty (30) days of the receipt of such charges, or else such charge shall become a lien upon each Lot at the proportion as provided for herein. Said proportionate share is to be determined by dividing the total costs of maintenance, repair or replacement, including without limitation, the cost of cleaning, snow removal, surfacing and resurfacing, by the number of Lots set forth above, adjoining the private road; and that each Owner shall become liable for said proportionate share from and after the date of this Agreement.

- 3. Each of the Owners of a Lot described herein hereby covenants with each of the Owners of all of the other Lots described herein, and each Owner of a lot described herein, by acceptance of a deed therefore, whether or not it shall be so expressed in such conveyance, shall be and hereby is deemed to covenant with the then Owners of all of the other Lots described herein, that he/she/they shall pay promptly when due his/her/their proportionate share of the costs described in the preceding paragraph. The costs described in the preceding paragraph shall be a personal obligation of the person or persons who are the owner(s) of such Lot at the time when such costs were incurred, and said obligation shall not pass to his/her/their successors in title unless expressly assumed by them.
- 4. The private road shall be used strictly in accordance with the easements granted therefore. Except as herein provided, no Owner shall obstruct or interfere whatever with the rights and privileges of other Owners in the private road and nothing shall be planted, altered, constructed upon or removed by an Owner from the private road. If an Owner shall violate this section, the remaining Owners shall have the right to restore the private road to its prior condition and assess the cost of such restoration against the Owner who violates this section and such assessment shall become due and payable upon the demand of any of said remaining Owners. All of the remaining Owners, or any of them, shall have the right and power to collect the cost of such restorations in a legal proceeding for that purpose. If an Owner interferes with the rights and privileges of another Owner in the use of the private road,

except as herein provided, the remaining Owners, or any of them, may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney's fees as the court may allow, together with all necessary costs and disbursements incurred in connection therewith.

No Owner shall obstruct or interfere with the passage of any school bus or emergency vehicle over or across said private road.

Any Owner may delegate his right of enjoyment to the private road to his tenants who reside on a Lot, to the members of his family and his guests and to his invitees.

- 5. This covenant shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.
- 6. There may be no amendment to or release of the terms of this easement and declaration without the prior written consent of the City Council or the City of Orono.

IN WITNESS WHEREOF, the parties have hereto executed this easement and covenant the day and year first above written THIS INSTRUMENT WAS DRAFTED BY MN 55323 (name and address) STATE OF MINNESOTA) COUNTY OF HENNEPIN) , 1987 , before me, a Notary On this 29th day of October Public within and for said County, personally appeared Paul W. Boyke and Virginia L. Boyke (hushand and wife), to me known to be the person(s) described in and who executed the foregoing Declaration of Private Road Easement and Declaration of Covenants for Maintenance of Same, and who acknowledged that they executed the same as his/their own

> MARIANN MACALUS NOTARY PUBLIC - MINNESOTA PARISEY COUNTY Notary Public MY COMM. EXPIRES SEPT. 9, 1531 MY CONN. CALLED

free act and deed.

hereby consents to the filing of the foregoing Declaration of Private Road Easement and Maintenance of the Same, and agree that should it foreclose its mortgage on the property, or take a deed in lieu of foreclosure, it will take title subject to said declaration.

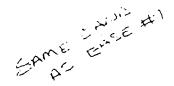


EXHIBIT A

Parcel D - Legal Description

That part of Lots 1 and 2, Block 1, lying south of the north 270 feet of said Lot 2 and East of a line drawn north perpendicular to the south line of said Lot 1 from the most westerly corner of Outlot A, all in Lauranne Woods, according to the recorded plat thereof.

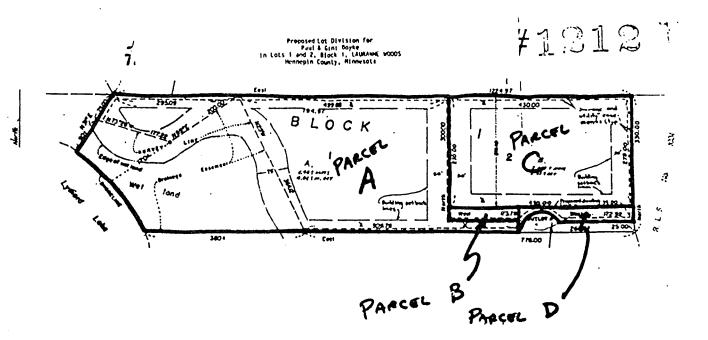
St Ct

EXHIBIT B

"Outlot" for the purposes of this easement and covenant is described as Parcel "D" described as follows:

D. That part of Lots 1 and 2, Block 1, lying south of the north 270.00 feet of said Lot 2 and east of a line drawn north perpendicular to the south line of said Lot 1 from the most westerly corner of Outlot A, all in LAURANNE WOODS, according to the recorded plat thereof.

and as shown as "Parcel D" on the following sketch:



1899355

REGISTERED WOLL 2362 PARE 765560

OFFICE OF THE REGISTRAR OF THE REGISTRAR OF THE REGISTRAR PROPERTY TO STATE OF THE REGISTRAR OF THE STATE OF THE REGISTRAR OF

TRANSFER ENTERED
DETE OF PROPERTY TAX & PUBLIC RECORDS

DEC 8