

1899355

DECLARATION OF PRIVATE ROAD EASEMENT

AND

DECLARATION OF COVENANTS FOR MAINTENANCE OF SAME

Parcel D  
(Private Road Name)

Lauranne Woods  
(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 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



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,

4 OF 4

SAME CASE  
AS CASE #1

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.

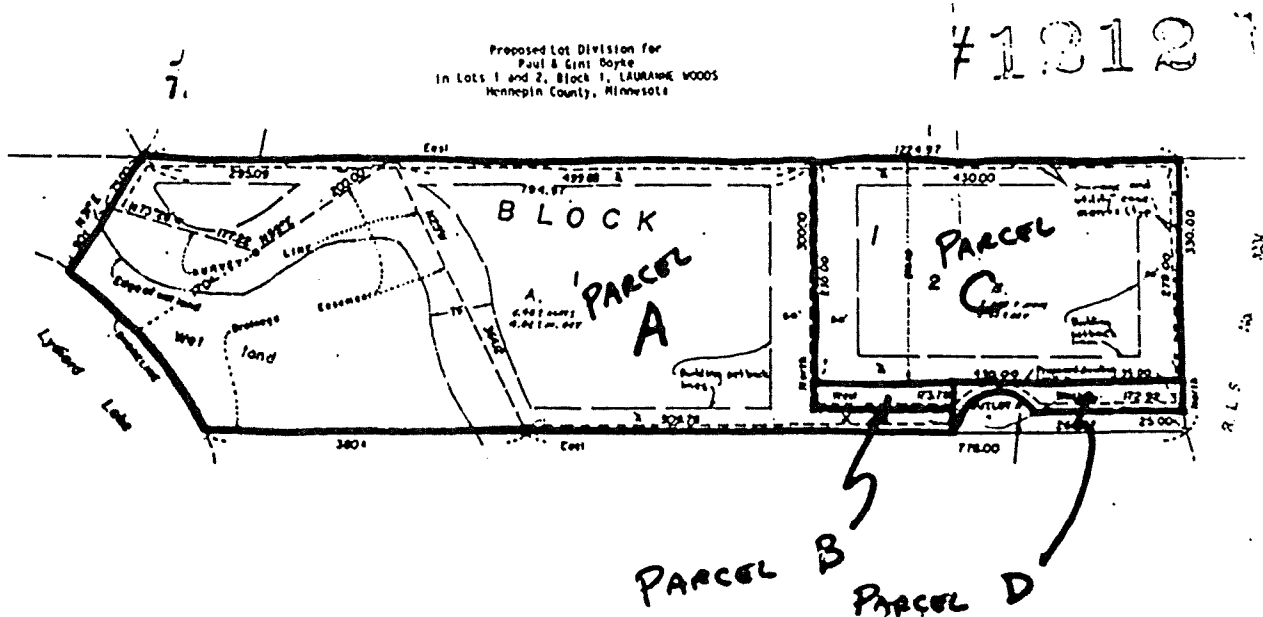
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# EXHIBIT B

"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 VOL. 2362 PAGE 765560

OFFICE OF THE REGISTRAR 22  
OF TITLES  
HENNEPIN COUNTY, MINNESOTA  
CERTIFIED FILED ON

DEC 21 1987

BY *[Signature]* 24m  
REGISTRAR  
DEPUTY

TRANSFER ENTERED  
DEPT. OF PROPERTY TAX & PUBLIC RECORDS

DEC 8 1987

BY *[Signature]*  
HENNEPIN COUNTY, MINN.  
DEPUTY