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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
TYROL HILLS FIRST SUBDIVISION
OLMSTED COUNTY, MINNESOTA**

THIS DECLARATION, made this ___ day of _____ 2005, by Tyrol Group, LLC, fee owner, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the fee owner of the real property situated in the County of Olmsted, City of Rochester, State of Minnesota, described as Tyrol Hills First Subdivision, City of Rochester, Olmsted County, according to the plat thereof on file and of record in the office of the Olmsted County Recorder; and

WHEREAS, Declarant desires to impose upon all of the lots in said Subdivision the following terms, conditions, restrictions, reservations and covenants for the benefit of said property and its present and future owners.

NOW, THEREFORE, Declarant hereby declares that all of the lots in said Subdivision shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property in the Subdivision, and be binding on all parties having any rights, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

For the purpose of this Declaration, the following terms shall have the meanings here ascribed to them:

SECTION 1: "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

SECTION 2: "Lot" shall mean and refer to any portion of land in the subdivision upon which a living unit is situated.

SECTION 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the subdivision, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by the provision of operation of law.

SECTION 4: "Properties of Subdivision" shall refer to real property located within Tyrol Hills First Subdivision.

SECTION 5: "Accessory building" shall mean and refer to any other building situated on the property which is not designed and intended for use as a "living unit."

ARTICLE II

BUILDING USE AND RESTRICTONS

SECTION 1: Residential Use.

- A. No lot shall be used except for single family residential purposes, except as permitted by the provisions of the following paragraph.
- B. Residential dwellings constructed upon the lots located in said subdivision may be used for business purposes subject to the following restrictions:
 - (a) No more than fifteen percent (15%) of the total square footage of such dwelling may be used for business purposes. For purposes of calculating square footage, any unfinished areas including the basement and garage(s) shall be included.
 - (b) Only one sign advertising said business shall be permitted which sign shall be no more than six (6) square feet and shall be

affixed to the dwelling. No other sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than (6) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sale period.

(c) Tyrol Hills Group, LLC shall be entitled to maintain one sign not to exceed 8'x12' at the entrance of Tyrol Hills Subdivision, advertising "lots for sale," until such time that all of the lots in Tyrol Hills are sold for the initial time.

(d) No equipment, vehicles or materials used for said business purposes shall be stored or located outdoors upon the lot. All such equipment, vehicles or materials shall be stored indoors and out of public view.

C. No portion of any dwelling located in said subdivision shall be used for any business purpose without first obtaining the written consent of the Declarant or Tyrol Hills Architectural Control Committee, if any.

D. These provisions are in addition to, not in lieu of, city ordinances.

SECTION 2: Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, or other building except a permanent residence shall be used on any lot at any time as a residence, either temporarily or permanently. No structure shall be erected, maintained, or the exterior altered prior to written approval of the plans and specification for such structure by the Declarant as to quality of workmanship and materials, harmony of topography, location of the structure on the lot, elevation of the structure on the lot and finish grade elevation. At such time as all lots in Tyrol Hills First have been sold and living units constructed thereon, it shall be the responsibility of the then owners of all lots in Tyrol Hills First Subdivision to establish from time to time an Architectural Control Committee by a vote of a majority of the owners of such lots, each lot having one vote.

SECTION 3: Dwelling Size. No Living Unit or residence building shall be constructed on any of the lots of said subdivision containing less than a minimum of square footage as follows:

All Lots

RAMBLER	1100 One Level
SPLIT	1000 One Level
TWO STORY	1700 Both Levels
MULTI-LEVEL	1500 Three Levels

For purposes of computing minimum square footage, interior open areas which could otherwise have been converted to usable living area floor space without altering the exterior of the structure, shall be included.

SECTION 4: Garages. All Living Units erected or constructed on said lots shall have, at a minimum, a two (2) car attached garage or two (2) car tuck-under garage.

SECTION 5: Erection of Driveways and Approaches. All Living Units constructed on said lots shall have a concrete driveway and concrete driveway approach from the garage to the street line. All lots shall have a four (4) foot wide sidewalk along the frontage on the street at the expense of owner. Declarant has no obligation to pay for sidewalks.

SECTION 6: Sodded Yards. All front, sides, and non-wooded or brush areas of the rear yards, must be fully and completely sodded, and not merely seeded, from lot line to lot line within a reasonable time after occupancy of a residential dwelling by the lot owner, having due regard of weather and climatic conditions. The foregoing notwithstanding, the Declarant or Tyrol Hills Architectural Control Committee, if any, shall have discretion to consider and permit seeding.

SECTION 7: Hazardous Activities Prohibited. No owner shall engage in or permit any activities on his lot, or maintain or permit any conditions in his Living Unit which would be considered extra hazardous by fire insurance companies or would adversely affect the insurability of the Living Unit or the Living Units of any Lot Owner.

SECTION 8: No Noxious Activity. No noxious or offensive activities shall be conducted on any lot, nor shall any thing be done thereon which may be or become any annoyance or nuisance to the neighborhood; and no materials shall be stored or kept on or in front of said properties, except for the purpose of immediate incorporation into an approved structure on the properties.

SECTION 9: Garbage and Refuse Removal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be placed or maintained on said lot so as not to be exposed to view or to become a nuisance to either the public or an adjoining Lot Owner.

SECTION 10: Accessory Building. No accessory building shall be allowed unless approved in writing by the Declarant or the Tyrol Hills Architectural Control Committee, which shall have absolute discretion as to design, size, location, use and exterior of any approved accessory building.

SECTION 11: Model Home. All use herein notwithstanding, any portion of a lot may be used for a model family residence building, or for a development office

with customary developmental signs during the development period of the developer, its successors or assigns.

SECTION 12: Tree Removal. No living tree shall be removed without the written approval of the Declarant or Tyrol Hills Architectural Control Committee, if any.

SECTION 13: Setback Requirements. The Declarant or the Tyrol Hills Architectural Control Committee, if any, shall have the right to vary the setback requirements from no less than 25' to not more than 35' for every dwelling to be constructed in Tyrol Hills First.

SECTION 14: Fences. All fencing materials must be approved by the Declarant or the Tyrol Hills Architectural Control Committee, if any.

SECTION 15: Pre-fabricated Housing Units. No pre-cut or pre-fabricated or manufactured or paneled housing units shall be constructed on said lots without the prior written approval of the Declarant or the Tyrol Hills Architectural Control Committee, if any.

SECTION 16: Transfer Of Buildings. No building of any kind intended to be used for habitation or residence shall be moved onto said lots.

ARTICLE III GENERAL PROVISIONS

SECTION 1: Enforcement. Enforcement of these covenants, conditions, restrictions and reservations shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or attempted violation or to recover damages.

SECTION 2: Amendments. The above conditions, restrictions, reservations and covenants shall run with the land and be binding upon all parties and all persons claiming by, through, and under them, for a period of 30 years. Said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that at any time during the terms above stated, a majority of the record owners of the above-described property may modify, amend or terminate these provisions, in whole or in part, by the execution and recording of an instrument in writing duly acknowledged, but no such modification or amendment shall be effective to prohibit a then existing use.

SECTION 3: Utilities. All utility lines shall be installed underground.

SECTION 4: Noise Analysis Study/ Waiver of Claims. The City of Rochester directed that a noise study be conducted to calculate traffic volumes and to calibrate the noise prediction levels. In an effort to reduce noise levels the

Declarant has or will comply with the City of Rochester's decision to erect a 72" sound barrier fence along the frontage road. Neither the Declarant nor any assignee of the Declarant, including all lot owners, their heirs, successors and/or assigns, shall have the right, and specifically waive any right to bring an action for damages or injunctive relief against the City of Rochester or the Declarant, its successors and/or assigns, on account of noise, vibrations, dust, fumes, vapors, or other similar effects.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be executed on the day and year first above written.

Tyrol Group, LLC, a Minnesota limited liability company

BY: _____
Its President

State of Minnesota)
)ss
County of Olmsted)

Subscribed and sworn to before me, a notary public, this _____ day of _____, 2005,
by _____ the _____ of
Tyrol Group, LLC, a Minnesota limited liability company.

Notary Public