

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TUSCANY SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

WHEREAS, the undersigned (herein referred to as Developer) is now the owner of all of the Lots of Tuscany Subdivision as reflected upon a plat of said subdivision filed in Plat Book 23 at Page No. 251 of the Plat Records of Washington County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and which plat is, by reference, made a part of this Declaration, and this Declaration is likewise made a part by reference of said plat;

NOW, THEREFORE, the Developer declares that the Lots in said Tuscany Subdivision are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

ARTICLE I


PROPERTY SUBJECT TO THIS DECLARATION

1.1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Washington County, Arkansas, and which subdivision is located on the following lands, to wit:

All Lots, in Tuscany Subdivision to the City of Springdale, Arkansas, and which Subdivision is filed in Plat Book 23 at Page No. 251 of the Plat Records of Washington County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, to-wit:

A part of the East Half (E ½) of the Southwest Quarter (SW 1/4) of Section Thirty-one (31), Township Eighteen (18) North, Range Thirty (30) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to wit:

From a found spike at the Northeast Corner of the East Half (E ½) of the Southwest Quarter (SW 1/4) of said Section Thirty-one (31); thence South 02/36'54" West - 825.66 feet to the POINT OF BEGINNING; thence continue southerly along said line, a distance of 1,825.13 feet; thence North 86/56'33" West - 1,332.18 feet; thence North 02/44'08" East - 1,986.78 feet; thence South 86/46'59" East - 902.72 feet to a point of curve to the right having a radius of 656.00 feet and a central angle of 40/36'24"; thence southeasterly along the arc a distance of 464.92 feet to the POINT OF BEGINNING, and containing 60.12 acres, more or less, and subject to any easements and/or rights-of-way, of record, if any.


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Recorded: 10/12/2006 at 11:13:18 AM
Fee Amt: \$29.00 Page 1 of 8
Washington County, AR
Bette Stamps Circuit Clerk
File 2006-00042011

**ARTICLE II
DEFINITIONS**

2.1. The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Tuscany Subdivision to the City of Springdale, Arkansas.
- b. "Property" means Tuscany Subdivision to the City of Springdale, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Washington County, Arkansas.
- c. "Lot" means any numbered Lot designated on the Plat of the property, except as
may be hereinabove excepted.
- d. "Plat" means the map of the plat of Tuscany Subdivision in the City of Springdale, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to these By-Laws, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any Lot.
- f. "Developer" shall mean and refer to Tuscany Village, Inc..
- g. "Subdivision" shall mean Tuscany Subdivision to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
- h. "Association" shall mean and refer to Tuscany Homeowners Association, Inc., (HOA) a non-profit corporation organized or to be organized pursuant to the laws of the State of Arkansas. HOA properties shall not be restricted by these covenants.
- i. "Common Properties" shall mean and refer to those real properties designated on the plat as Common Area, Landscaping Strip and any real property owned or hereafter acquired by the Association. Common Properties are intended to be devoted to the common and private use and enjoyment of Owners of the Lots. One of the Common Properties shall be a community clubhouse. The HOA shall establish rules and regulations for use of common properties. Notwithstanding any rules and regulations or bylaws, Developer reserves the right to use the clubhouse in common with Owners, for marketing of Homes and Home Sites until such time as ninety (90) percent of the Sites and Homes are initially sold.
- j. "TARC" shall mean and refer to Tuscany Architectural Review Committee.

ARTICLE III

RESTRICTIONS ON RESIDENTIAL LOTS

3.1 Restriction of Use and Type of Dwelling: The Lots in Subdivision shall be used exclusively for residential purposes. No trade or business shall be carried on upon any Lot in said Subdivision. There shall be no dwellings erected on any Lots in this Subdivision, other than a single-family dwelling with an enclosed, front or side load, two (2) car garage minimum. The garage doors are to be decorative. No raised panel metal garage doors are allowed. The TARC reserves the right to approve or disapprove any garage door.

3.2. Minimum Square Footage and Exterior: There shall be a minimum square footage requirement on all dwellings constructed in said Subdivision. The living area of said dwellings shall be a minimum of 2,000 square feet of heated area on all one-story dwellings. On all multi story dwellings, there shall be a minimum of 1,300 square feet on the first floor with a minimum 2,000 square foot heated area overall. These minimum square footage requirements are exclusive of garages, porches, patios, and decks. The exterior of all dwellings erected on any said Lot shall be of a masonry veneer construction to the extent that said exterior wall area, excluding windows, doors, gables and dormers, will be no less than seventy percent (70%) masonry veneer; provided however that concrete blocks (including split face block) shall not be used as exterior finish for the walls of any dwelling, except for the foundation portion of said dwelling. Said area to not be visible upon completion of exterior construction. All other exterior products to be made of maintenance free material including EIFS or stucco, stone, synthetic stone or Hardiboard. Hardiboard type products are considered as a siding and not a masonry veneer construction. Aluminum soffit and fascia are allowed. Hardiboard or cedar siding may be allowed where masonry veneer can not be used, but only if allowed by TARC. There shall be no Masonite, T111 or other similar products used as siding. The TARC reserves the right to approve or disapprove any exterior material or square footage coverage requirement.

3.3. Roofs: Each dwelling erected on any said Lot shall have a minimum roof pitch of 8/12 unless otherwise approved, in writing, by the TARC. It is the intent of the TARC to require a minimum 8/12 roof pitch on the main ridge. The TARC shall consider all roof pitches less than 8/12 and upon an approval or disapproval the builder/owner will receive, in writing, an approval/disapproval notice. The TARC reserves the right to deny or approve any roof pitch less than 8/12. No single tab shingles are allowed. Shingles shall be Architectural Shingles. TARC may approve or disapprove any other roofing options.

3.4. Direction of Dwelling/Access: Dwellings erected on Lots 1, 8, and 9 shall face south and front on Santa Clara Avenue. The dwelling on Lot 63 shall face west and front on Bella Toscana. No Lots shall have access to Har-Ber Avenue or Highway 112.

3.5. Fences: No fence shall be constructed on any said Lot in the area between the front building line of any dwelling and the front Lot line of said Lot. All fences along the Eastern subdivision boundary line shall be shadow box design and constructed of cedar pickets to maintain consistency to visibility from school on rear property line.. No fence on any corner Lot shall be constructed beyond the front setback line toward the street except for the community entry wall. Privacy fencing shall be constructed so that the framing shall be

toward the inside of the Owner's Lot. Chain link fences are prohibited. All parts of fences which face the street that are constructed of wood shall be cedar and of a shadow box design or constructed of wrought iron or masonry or a combination of both. (Corner Lots are considered to have two front yards and fencing is to be cedar and of a shadow box design or constructed of wrought iron or masonry or a combination of both.) All fences to be 6 feet tall. All fencing plans and fencing materials must meet TARC approval and be approved in writing. The TARC reserves the right to approve or disapprove any fence.

3.6. Parking: No inoperative vehicles of any nature shall be permitted to remain on any said Lot or Lots for a period in excess of any part of one day. It is the intention of the Developer that, except on special occasions such as a party at an Owner's residence, that all parking shall be in driveways or on concrete pads and not on the street or on grass at any time. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on the street. Automobiles, trucks, or obsolete vehicles or machines no longer in service shall not be repaired, overhauled, or otherwise worked on in the streets, driveways, or yards. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot. No commercial vehicle, semi trailer trucks, delivery vans, or commercial utility vehicles shall be parked on the street or Lot at any time, except for the purpose of making a delivery or temporary repairs or maintenance for a Lot or an improvement within the subdivision. All driveways on said Lot or Lots connecting said Lot or Lots with the public street shall be concrete and at least sixteen (16) feet in width and no vehicles (including boats and trailers) shall be parked except upon any area paved in concrete for such purpose. The TARC reserves the right to approve or disapprove any concrete parking areas.

3.7. Recreational Vehicles and Boats: Recreational and camping vehicles, trailers, and boats may be stored and parked on the Lots; however, these vehicles, trailers and boats shall be located behind the dwelling or on the side lot of the dwelling but only if screened by a cedar privacy or shadow box style fence which is 6 feet in height so the vehicles, trailers, or boats will not be substantially visible from any street or adjoining Lot.

3.8. Animals: No animals or livestock of any kind shall be raised, kept, or bred on any Lots in said Subdivision except that dogs, cats or other household pets may be kept; provided they are not kept, bred or maintained for any commercial purposes and provided that the same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any Lot in said Subdivision. All pets shall be maintained in accordance with the ordinances of the City of Springdale.

3.9. Play Equipment: No playground equipment, swing sets, trampolines, swimming pools, picnic tables or similar equipment is allowed in the front yards of any said Lots. All play equipment is to be located behind cedar privacy fence in the rear or side yards of the Lots and is not to be visible from street. It is the desire of the TARC to have all personal basketball goals in the backyards and not visible from the street. If a member chooses to place a goal in the front of the home it shall remain at least 10' from the back of the curb and be kept painted, free of unsightly markings and neat in appearance. Cracked backboards, ripped or torn nets must be replaced immediately. All goals must have a freestanding structure and not be attached to the home. The TARC reserves the right to approve or disapprove any play

equipment and or placement of said equipment.

3.10. Trash: No scrap material, rubbish or debris shall be permitted to accumulate upon the premises. Trash receptacles are to remain behind the front building line of any house except for the twelve hours before and after the scheduled trash pick up. All homeowners in the Subdivision shall be required to have mandatory trash pick up as provided by the City of Springdale, Arkansas.

3.11. Mailboxes: Mailboxes are to be a cast aluminum (or similar material) box/stand unit. Specifications for mailboxes are to be supplied by the TARC or Developer. Mailboxes must be located in accordance with US Post Office recommendations and/or requirements.

3.12. Signs: No signs of any kind shall be displayed to the public view on any said Lot except for one professional sign of not more than nine square feet advertising the property for sale or rent; signs and flags used by the builders or developers to advertise the properties in said Subdivision during the construction and sales period. All signs must comply with applicable city ordinances.

3.13. Sanitation: Each Lot is to have access to a portable toilet and dumpster during the entire construction period of all improvements to Lot. The Subdivision is to remain free from blowing debris, and it is the responsibility of the contractor/Lot Owner to maintain a clean Lot and trash/debris free Subdivision. The developer is not responsible for cleaning streets or picking up trash/debris generated by home construction. The streets within the Subdivision are to remain clear of mud and dirt tracked onto streets because of the home construction process.

3.14. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot.

3.15. Lawn Maintenance. Builders and Owners shall have thirty (30) days from certificate of occupancy to landscape said Lot. All Lots in said Subdivision shall be maintained in a neat and orderly manner so as not to detract from the surrounding neighborhood. All grass and weeds on any vacant Lot shall not exceed six (6) inches in height. All front and side yards are to be sodded. All Lots to have at least one 12' tall, 2" caliper, maple or oak tree planted in the front yard of the residence. Owner or Builders to water and maintain sod sufficiently enough to maintain a healthy stand of grass free from noxious weeds or wild grasses. The TARC reserves the right to approve or disapprove any tree specimen or sod placement or lack thereof.

3.16. Antennas and Satellite Dishes: No communication mast, tower, or structure may be installed unless it is constructed behind the dwelling in the rear yard on any said Lot, with the uppermost point of any such equipment to not be more than two feet above the highest point of the roof of the dwelling. All satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines of the side and rear yard. All satellite dishes in excess of 20 inches in diameter are prohibited in the Subdivision. The TARC reserves the right to approve or disapprove any antenna or satellite dish.

3.17. Temporary Structures and Outbuildings: No structure of a temporary character, trailer, mobile home, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No outbuilding shall be constructed or placed on any said Lot or Lots in said Subdivision unless it is constructed in such a way as to not detract from the general appearance of the neighborhood. The outbuilding shall be constructed with the same color, exterior materials or trim materials and roofing as the main structure. No sheet metal, iron, or tin shall be used for siding or roof or any part thereof. Outbuildings must be constructed behind the rear building line of the house and inside the side and rear building set back lines. All outbuildings erected on said Lot shall be maintained in good repair and in a neat and attractive condition. Any structure not connected to dwelling will be considered an outbuilding. No outbuilding shall exceed 168 square feet in area and 14 feet in height. All plans for outbuildings must be approved in writing by the TARC or the Developer, and the TARC shall have the right to limit the number of outbuildings per Lot. The TARC reserves the right to approve or disapprove any outbuilding.

3.18. No Lot Split: No Lot shall be split, divided or replatted without the expressed written approval of Developer or the TARC.

3.19. Street Lights: Maintenance and repair of Tuscany Subdivision decorative street lights along Har-Ber Avenue and the interior of the subdivision will be the responsibility of the Home Owners Association. The City of Springdale will be responsible for the utility bills associated with the streetlights.

3.20. Sex Offender Restriction: No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901, et seq, as amended from time to time, or any other similar federal, state or local law, regulation or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the Subdivision either permanently or temporarily.

3.21. Approval of Plans: All plans and specifications are to be delivered to the Developer or the TARC for approval. Until such time as the TARC is formed in accordance with the by-laws of the Association, the Developer shall act as and constitute the TARC. Approval from TARC must be obtained in writing before construction of any improvement on any Lot in the Subdivision begins. Any material variances to the improvements initially approved by the TARC must be resubmitted to the TARC for approval in writing. The Lot Owner is responsible for obtaining TARC approval before any improvement construction. Verbal approval of any sort is not deemed to be valid. The TARC shall have forty-five (45) days after receipt to review improvement plans. If no notice is given by TARC within such forty-five (45) days that the plans are unacceptable, the plans will be considered acceptable and in accordance with the covenants.

3.22. Homeowners' Association Perimeter Fence/Wall: No property owner may alter, paint, make attachments to or place items upon or otherwise alter the integrity of the common fence or entrance, without the written approval of TARC,

3.23. Homeowners' Association: Tuscany Homeowners' Association, Inc. (hereinafter "Association") has or will be formed and incorporated by the Developer. Subject to the by-laws of the Association, all Lot owners must be members of the Association and shall automatically become members of the Association upon conveyance of a Lot to such owner. Each Owner shall be assessed an annual membership fee of \$450.00 per Lot as recorded. The fee is due and payable to the Association on the first day of January each year, with the first such assessment being prorated and paid at closing according to time of conveyance of a Lot. The annual assessments shall be for the purposes as set forth in the Bylaws of the Association and may be changed from time to time by the Association in accordance with Association Bylaws. In no event shall an annual membership fee be applicable at any time to any Lot owned by the Developer. The Association shall be entitled to enforce any and all restrictions and covenants contained herein and shall meet to set yearly assessments. All common property will be notated on the Final Plat and it is the responsibility of the Association to maintain these areas.

The Bylaws of the Association provide that if the assessments are not paid on the date when due, the said assessment shall become delinquent, together with such penalties, interest and late charges that shall accrue, and shall become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

All Association memberships will pass with Lot ownership in the Subdivision. All Lots will carry one (1) vote in the Association, except that the Developer shall have eight (8) votes per Lot until the Developer has conveyed all Lots to Owners. Where there is more than one Owner of a Lot, such Owners must decide among themselves as to how their one vote is to be cast.

The Bylaws of the Association set other rules and regulations for the Subdivision and all Owners shall adhere to the Bylaws, rules, and regulations set by the Association. The Association shall be responsible for maintaining Common Properties, including but not limited to pool, club house, sprinkler systems, landscaping, signs, walls, utility bills, insurance and any other cost and expense associated with the Common Properties.

3.24. Declaration to Run with Land: This Declaration shall be binding on all parties, their heirs and assigns, for a period of twenty-five (25) years from the date hereof, after which time it shall be automatically extended for successive periods of ten (10) years each; provided, however, that this Declaration may be amended at any time by an instrument signed by Owners representing not less than fifty-one (51) percent of the votes in the Subdivision. Such amendments shall be made in writing in recordable form and shall be recorded with the Registrar of Deeds in Washington County, Arkansas. The Developer reserves the right to amend the Declaration without a majority vote by members.

Notwithstanding anything above to the contrary, after the expiration of the initial twenty-five (25) year period as set forth above, or any successive ten (10) year period, at any time within six (6) months after the expiration of such period, a majority of the Lots, through their record Owners, may express their intention, in writing, to be recorded with the Registrar of Deeds in Washington County, Arkansas, that they no longer care for this Declaration, and

the same shall then be terminated. Otherwise, if no action is taken within such prescribed time, this Declaration shall continue for such additional ten (10) year periods.

3.25. Violation of Declaration: If an Owner of any Lot or their heirs or assigns or any other person shall violate or attempt to violate any terms of the Declaration herein while it is still in force, it shall be lawful for any person or persons owning any interest in any said Lot or Lots in said Subdivision or for the Association, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the Declaration, and either to prevent him or them from so doing or to recover damages or other remedies for such violation.

ARTICLE IV

4.1. Severability: Invalidation of any one of the provisions of this Declaration by judgment or court order shall, in no way, affect any of the other provisions herein contained.

4.2. Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by any other party subject to this Declaration, shall not constitute a waiver of that party's rights to enforce such options upon future breach.

11 IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of October, 2006.

TUSCANY VILLAGE, INC.

By: Philip Taldo
PHILIP TALDO, PRESIDENT

ACKNOWLEDGMENT

STATE OF ARKANSAS

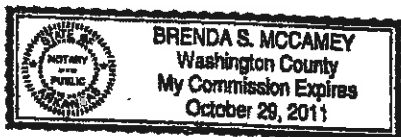
COUNTY OF WASHINGTON

On this 11th day of October, 2006, before the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the County and State, appeared in person the within named Philip Taldo to me personally known, who stated that he was the President of Tuscan Village, Inc., and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

11 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of October, 2006.

Brenda S. McCamey
Brenda S. McCamey, Notary Public

My Commission Expires: October 29, 2011



**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE TUSCANY
SUBDIVISION TO THE CITY OF SPRINGDALE**

This Amendment to Declaration of Covenants, Conditions and Restrictions for the Tuscany Subdivision to the City of Springdale (hereafter "Declaration") is made on the date hereinafter set forth by Tuscany Village, Inc. (hereafter "Developer").

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on October 12, 2006, a Declaration was filed for record in the real estate records of Washington County, Arkansas at Record No. 2006-00042011; and

WHEREAS, by the terms of Article III, Section 3.24, Developer reserved the right to amend the Declaration without a vote of Members.

NOW, THEREFORE, Developer does hereby declare that the Declaration as originally filed, is amended by adding to it Article V, which is to read as follows:

ARTICLE V

5.1 Notwithstanding anything contained in the Declaration to the contrary, Developer shall have the right, without the consent of any of the Owners or mortgagees to annex additional lands to the Property which will be within the scheme of the Declaration and subject to the Declaration, ~~which annexations may be in one or more future stages, sections, additions, or phases, within fifteen (15) years of the date of the recording of the Declaration.~~ Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Areas by the Association without the consent any Owners or mortgagees and without the consent of the Association. Additional lands added or annexed shall be subject to the Association and shall be subject to any assessments and Membership fees as set forth in the Declaration and/or any bylaws of the Association.

5.2 The additions authorized under this section shall be made by filing of record:

(a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall extend the scheme of the covenants and restrictions of this Declaration to such lands.

5.3 Lands may be deannexed from the property as follows:

(a) land or lands may be deannexed from the property with the

FILED
2006-00046842
WASHINGTON COUNTY, AR
RECORDED
OCT 12 2006
10:34:04 AM
BRYAN STEVEN CLAVETT CLERK

File# 2014-00025720

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR TUSCANY SUBDIVISION
TO THE CITY OF SPRINGDALE, ARKANSAS**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany Subdivision to the City of Springdale, Arkansas (hereafter "Declaration") is made on the date hereinafter set for by Tuscany Village, Inc. (here "Developer").

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on October 12, 2006, a Declaration was filed for record in the real estate records of Washington County, Arkansas at Record No.2006-00042011; and

WHEREAS, by the terms of Article III, Section 3.2, Developer reserved the right to amend the Declaration without a vote of the members;

NOW, THEREFORE, Developer does hereby declare that the Declaration as originally filed is amended by amending Section 3.25 of Article III, as follows:

3.25 Violation of Declaration: The Association or Developer may enforce this Declaration by service notice of an alleged violation on the offending or violating property owner be certified letter notifying that such violation is to be remedied and corrected within seven (7) days from the date of the letter. If such violation has not been corrected within such seven (7) days or the property owner receiving such notice has not delivered written assurances that the violation will be corrected without unreasonable delay under the circumstances, then the Association or the Developer, as the case may be, shall serve a second written notice of the violation on such property owner by certified mail advising said property owner that if the violation has not been corrected with seven (7) days, then the Association or Developer, shall cause such violation to be remedied. As an example, but not intended to be the exclusive instances of remedies that may be used, Association or Developer may tow vehicles in violation of parking restrictions or mow grass on lots violating the lawn maintenance restrictions. For each violation, the property owner shall be

assessed a penalty of \$100.00 and such penalty, together with the cost and expense of the remedy, together with any attorney fees and court costs shall be a lien against the property of such property owner. Such lien shall bear interest rate at the maximum legal rate permitted by Arkansas law from the date when such assessment is due and shall continue to accrue at the rate until it is paid. If such lien is not paid within thirty (30) days after such assessment, such lien may be enforced by a lien being filed on the affected real estate with the Circuit Clerk of Washington County, Arkansas, with the Association or Developer, as the case may be, to give written notice at least ten (10) days prior to filing such lien to such property owner. Notice may be actual notice or by any form of express mail or by registered mail, return receipt requested, postage prepaid, which is to be sent to the last known address of the property owner or to the mailing address listed for such property owner in the Washington County assessment records. Such lien shall be a continuing lien against the property of such property owner until it is paid. The Association or Developer, as the case may be, shall be entitled to enforce such lien by filing a lawsuit in the District Court of Washington County, Arkansas, Springdale Division simply to collect the obligations of such property owner or in the Washington County Circuit to enforce its lien and recover such obligations.

The Association may pass and implement other rules, regulations, and procedures for enforcement of violations in addition to those set forth hereinabove.

Notwithstanding anything to the contrary herein, if an Owner of any Lot or their heirs or assignees or any other person shall violate or attempt to violate any terms of the Declaration herein while it is still in force, it shall be lawful for any person or persons owning an interest in any said Lot or Lots in the Subdivision or for the Association or for the Developer to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate the Declaration, and either to prevent him/her or them from doing so, to enforce the covenants by an injunction or stay, or to recover damages or other remedies for such violation.

Except as otherwise amended hereinabove, the Declaration is in full force and effect.

File# 2015-00014706

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR TUSCANY SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions, and Restrictions for Tuscany Subdivision to the City of Springdale, Arkansas is made on the date hereinafter set forth by Tuscany Village, Inc. (hereafter "Developer").

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on October 12, 2006, a Declaration was filed for record in the real estate records of Washington County, Arkansas at File No. 2006-00042011 (hereafter "Declaration"), which Declaration was to provide certain covenants and restrictions for Tuscany Subdivision to the City of Springdale, Arkansas ; and

WHEREAS, on November 16, 2006 Developer file an Amendment to the Declaration to provide that other lands could be annexed to the subdivision to be within the scheme of the Declaration and subject to it, which amendment was filed in the real estate records of Washington County at File No. 2006-00046842 ; and

WHEREAS, Developer also filed an Amendment to the Declaration on October 6, 2014 which amendment was filed in the real estate records of Washington County at File No. 2014-00025720; and

WHEREAS, by the terms of Article II, Section 3.2, Developer reserves the right to amend the Declaration without a vote of the members; and

WHEREAS, the lands described on Exhibit "A" attached hereto are contiguous to Tuscany Subdivision to the City of Springdale, Arkansas and such lands will hereafter be known as Tuscany Subdivision Phase II to the City of Tontitown, Arkansas (hereafter "Phase II"); and

WHEREAS, Developer, the current owner of Phase II ("Owner") and the buyer of Phase II ("Buyer") desire to subject Phase II to the original Declaration and any amendments thereto and Buyer desires to be a member of the Tuscany Homeowners Association, Inc., an Arkansas not for profit corporation ("HOA"), which is the homeowner's association for Tuscany Subdivision;

NOW, THEREFORE, Developer, Owner, and Buyer hereby declare and agree as follows:

1. **ADDITIONAL PROPERTY:** The parties hereto do hereby agree that Phase II as described

on Exhibit "A" is hereby burdened with and subject to the terms, provisions, conditions, and restrictions of the Declaration and shall enjoy the rights and privileges associated with the Declaration.

2. MEMBERSHIP IN HOMEOWNERS ASSOCIATION: At such time as Buyer becomes the owner of Phase II, Buyer shall be a member of HOA. Until such time as Buyer completes the subdivision of Phase II, Buyer shall be entitled to one (1) vote as a member of the HOA. However, at such time as Buyer subdivides Phase II into lots, Buyer shall be entitled to one (1) vote for each lot at such time as an ordinance is passed accepting such subdivision into the City of Tontitown, Arkansas. Each and every lot owner of Phase II thereafter shall be entitled to one (1) vote for each lot owned by a lot owner. No HOA dues shall be assessed on the lots owned by Buyer until such time as Buyer conveys such lots to a new owner at which time the owner(s) of such lots shall be assessed dues in accordance with the Declaration, even though they may be vacant lots.

3. ADDITIONAL OBLIGATIONS OF BUYER AND OBLIGATIONS UPON PHASE II: Phase II and Buyer shall be burdened with following additional obligations:

A. Buyer represents and warrants that it has already obtained preliminary plat approval to Phase II from the City of Tontitown, Arkansas to construct a subdivision substantially the same as Exhibit "B" attached hereto. After closing, Buyer shall complete the subdivision for Phase II, obtain final plat approval from the City of Tontitown, Arkansas and file such plat of record on or before January 1, 2016

B. Within thirty (30) days after filing of the final plat of Phase II, Buyer shall also be obligated to have completed the following:

i. Buyer shall pay \$50,000.00 to HOA. Upon such payment, HOA shall be entitled to use such funds in accordance with its articles of incorporation, bylaws, Declaration, and other resolutions of the HOA.

ii. Buyer shall have installed fencing along Highway 112 and an entryway into Phase II which substantially matches the fencing and entryway now in existence along Har-Ber Avenue for Tuscany Subdivision.

iii. Buyer shall have installed street lights matching the street lights now in existence in Tuscany Subdivision at the locations as indicated on Buyer's preliminary plat approval.

iv. Buyer shall have installed a three way stop sign at the intersection of Via Firenze and Bella Toscana. (During construction, Buyer shall block access from Phase II into Tuscanly Subdivision during construction and shall request that Buyer's buyers have their construction traffic enter off of Highway 112 only.)

v. Buyer shall have sodded Lot 5 as detention pond area and to be allowed to be used as green space and common area for both Tuscanly Subdivision to the City of Springdale, Arkansas and to Phase II, but subject to any Tontitown city ordinances.

C. All of the land described in Phase II shall be subject to the burdens of the original Declaration and this Amendment and any other amendments to the original Declaration. In the event Buyer does not perform the obligations upon Phase II as required herein, then Developer, Owner, and the HOA shall have a cause of action against Buyer to require Buyer to specifically perform the obligations contained herein. Furthermore, Developer, Owner and HOA shall have the right, without being guilty of trespass, of performing such obligations themselves, or by any combination of the three, and shall have a lien against Phase II for the cost and expense of performing such obligations, including a lien for the \$50,000.00 to be paid by Buyer to HOA, if it is not paid. If such lien is not paid by Buyer within thirty (30) days after notice by registered mail, return receipt requested, but not restricted delivery, or by a commercial delivery service providing some evidence of delivery, then such lien claimant(s) shall be entitled to file a lien with the Circuit Clerk of Washington County, Arkansas claiming a lien against Phase II, which lien shall be superior to any right, title, or interest of Buyer and of Buyer's mortgagees and of any other owner of any lands within Phase II. Such lien may be foreclosed by the lien claimant(s) at any time after its filing for a period of five (5) years. In addition, Developer, Owner and HOA shall be entitled to all other rights and remedies provided by law or equity, with all remedies to be cumulative.

4. RELEASE OF OBLIGATIONS: It is hereby agreed that the filing of a release by Developer, Owner, or HOA in the real estate records of Washington County shall be conclusive evidence that the particular obligation mentioned in such release of Buyer, as required by paragraph 3 above, shall have been performed and any lands burdened by such obligation shall thereby be released therefrom. However, until such release is filed of record, all lands in Phase II shall be subject to the burdens and obligations contained hereinabove.

5. BINDING EFFECT: This instrument shall be binding upon Tuscanly Subdivision to the City of Springdale, Arkansas and upon Phase II, the parties hereto and their successors and assigns

and shall inure to their benefit. Except as otherwise amended, the original Declaration is in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28 day of May, 2015.

DEVELOPER
TUSCANY VILLAGE, INC.

By: _____

OWNER
ONE SPRINGDALE, INC.

By: _____

BUYER
TUSCANY VINES, LLC

By: TLS

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

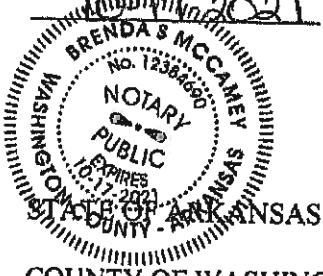
On this _____ day of _____, 2015, before me, _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Tuscany Village, Inc. (being the person

authorized by said corporation to execute such instrument, stating his respective capacity in that behalf), to me personally well known or satisfactorily proven to be such person, who stated that he was the President of Tuscany Village, Inc., a corporation, and was duly authorized in such respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 28 day of May, 2015.

My Commission Expires: 10-17-2021

Brenda S. McCamey
Notary Public



ACKNOWLEDGMENT

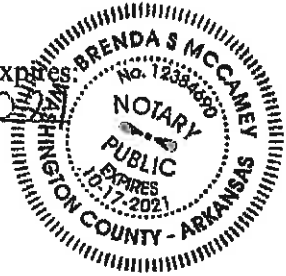
COUNTY OF WASHINGTON)
)ss.
)

On this 28th day of May, 2015, before me, Brenda S. McCamey, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named One Springdale, Inc. (being the person authorized by said corporation to execute such instrument, stating his respective capacity in that behalf), to me personally well known or satisfactorily proven to be such person, who stated that he was the President of One Springdale, Inc., a corporation, and was duly authorized in such respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 28th day of May, 2015.

My Commission Expires: 10-17-2021

Brenda S. McCamey
Notary Public



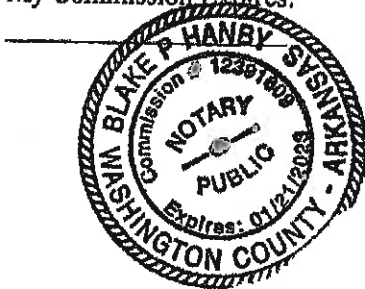
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

On this 28th day of May, 2015, before me, BLAKE P. HANBY, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Tuscany Vines, LLC (being the person authorized by said company to execute such instrument, stating his respective capacity in that behalf), to me personally well known or satisfactorily proven to be such person, who stated that he was the OPERATING MANAGER of Tuscany Vines, LLC, a limited liability company, and was duly authorized in such respective capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 28th day of May, 2015.

My Commission Expires:



[Signature]
Notary Public

Washington County, AR
I certify this instrument was filed on
6/1/2015 12:33:03 PM
and recorded in REAL ESTATE

File# 2015-00014706
Kyle Sylvester - Circuit Clerk

[Signature]