

2005 55749
Recorded in the Above
Deed Book & Page
10-13-2005 03:58:00 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

DECLARATION OF COVENANTS OF ASSURANCE 2005/55749
FOR TUSCANY SUBDIVISION Term/Cashier: CIRCLK04 / SWhite
IN THE CITY OF CENTERTON, ARKANSAS Trm: 3478.105028.289614

Recorded: 10-13-2005 15:58:15
DFE Deed 20.00
REC Recordings Fee 0.00
Total Fees: \$ 20.00

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 21st day of Sept., 2005.

WITNESSETH:

WHEREAS, we the undersigned constitute one hundred percent ownership of the following described real property in Benton County, to-wit:

Part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), and part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 20 North, Range 31 West, Centerton, Benton County, Arkansas, being more particularly described as follows:

Beginning at the northwest corner of said NW 1/4 of the SE 1/4; thence S 87°23'24" E, 1329.03 feet to the northeast corner of said NW 1/4 of the SE 1/4; thence S 87°22'45" E, 419.49 feet along the north line of said NE 1/4 of the SE 1/4; thence S 02°31'02" W, 1319.49 feet to a point on the south line of said NE 1/4 of the SE 1/4; thence N 87°24'09" W, 419.57 feet along said south line of the southeast corner of said NW 1/4 of the SE 1/4; thence S 02°30'32" W, 362.33 feet along the east line of said SW 1/4 of the SE 1/4; thence N 75°49'08" W, 478.06 feet; thence N 48°53'37" W, 119.90 feet; thence N 87°05'41" W, 37.95 feet; thence N 19°57'20" W, 145.81 feet; thence N 80°19'17" W, 65.62 feet; thence N 19°57'20" W, 165.00 feet; thence N 10°21'30" W, 125.70 feet; thence N 04°05'23" W, 561.53 feet; thence N 02°31'02" E, 129.20 feet; thence N 87°23'24" W, 185.60 feet; thence S 58°43'03" W, 58.49 feet; thence N 87°35'47" W, 224.13 feet to a point on the west line of said NW 1/4 of the SE 1/4; thence N 02°22'47" E, 418.43 feet along said west line to the point of beginning, containing 46.58 acres or 2,029,074.03 square feet, more or less, and being subject to any easements and rights-of-way of record or fact.

This real property is also known as Tuscany Subdivision to the City of Centerton, Benton County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

ARTICLE I
Definitions

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

A. "Declaration" means this Declaration of Covenants of Assurance for Tuscany Subdivision to the City of Centerton, Benton County, Arkansas.

B. "Property" means Tuscany Subdivision to the City of Centerton, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.

- C. "Lot" means any numbered lot designated on the Plat or Plats of the property.
- D. "Plat" means the map of the plats of Tuscany Subdivision to the City of Centerton, Arkansas, as they are recorded.
- E. "Owner" shall mean and refer to the record owner.
- F. "Subdivision" means Tuscany Subdivision to the City of Centerton, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.
- G. "Developer" means Tuscany LLC.
- H. "POA" refers to Tuscany Subdivision Property Owners Association.

ARTICLE II
Restrictions on Residential Lots

1. **Fences:** Any privacy fence shall be constructed with either shadowboxing or so that the framing shall be toward the inside of the owner's lot. All fences adjacent to the front of the residence shall be constructed in wrought iron or faux wrought iron or masonry or a combination of both, and shall be six feet in height. There shall be no chain link fences. All fences shall be subject to review of and approval by the architectural review committee. The perimeter Stone fence is considered the property of the POA. No homeowner can alter or repair said fence. All repair, alterations or maintenance must be done by POA. If any repair is needed it must be done with like material and to maintain original appearance.
2. **Nuisances:** Noxious or offensive activities or nuisances shall not be permitted on any Lot or Parcel.
3. **Signs:** No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.
4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.
5. **Garbage and Refuse Disposal/ Construction requirements / Lot Maintenance:** No owner shall accumulate on his Lot litter, refuse, or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pickup as provided by the City of Centerton, Arkansas. Builders must maintain their development, improvements and construction in a manner of general cleanliness and general quality such manner to be defined as a like-condition to the other lots in said subdivision. Construction and improvements shall be completed within twelve months of the start-date thereupon. All lots and yards, inclusive of building structures and landscaping and flowerbeds, shall be maintained in a well-kept manner including keeping the lawn mowed, weeds pulled from flowerbeds, paint and other external coverings maintained in a proper manner, such manner to be defined as a like-condition to the other lots in said subdivision. All lots must be sod with grass within one year of the start of construction or within two months of the completion of construction. Each lot must have a working buried in-ground sprinkler system installed upon the Lot. If any lot, including yards, flowerbeds, landscaping, or structural improvements thereupon, shall not be maintained in a well-kept manner, and the same condition shall remain for a period of ten days after written notice delivered in person or by certified mail to the owner thereof, then and in that event the POA board shall obtain no less than two bids to bring said property up to the standards required herein, and it is deemed that said Lot Owner shall have given his/her/their permission for a representative,

employee or agent of the POA to enter upon said property for the sole purpose to effect such maintenance. The non-complying property owner shall be solely responsible to the POA for any and all costs of affecting such maintenance, in addition to any other penalties and/or fines for violations as set forth herein.

6. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

7. **Drilling and Mining:** No drilling , refining, quarrying or mining operations of any kind shall be permitted on any Lot.

8. **Storage:** Owners shall store all their property or possessions within their Unit. In no event shall an Owner store such property or possessions in the area between the surface of his Lot and the first floor of his Unit.

9. **Satellite Dishes:** Any and all satellite dishes in excess of twenty-four inches (24") in radius shall be prohibited in the subdivision. The installation location of all satellite dishes shall be subject to review of the approval by the architectural review committee, and any lot owner desiring to install a satellite dish shall first submit location and size plans and obtain written permission for such installation from said architectural review committee.

10. **Parking in the Streets:** No vehicles may be parked overnight in the streets of the subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guest. No unlicensed or inoperative vehicles shall be parked in public view. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lots.

11. **Homeowner's Association:** All lot owners must be members of the Tuscany Subdivision Property Owners Association and shall be subject to the terms and conditions set forth in the Declaration and Bylaws of the Tuscany Subdivision Property Owners Association. All association members will pass with property ownership in the subdivision. Each lot will carry one vote in the association. All Homeowners of perimeter lots shall be required to provide irrigation , sod and maintenance of the property outside of the stone fence (within the property lines of lot). Exception to the lots at the entrance of the subdivision of which shall be maintained by the Property Owners Association.

12. **Structures Other Than Dwellings:** No trailer, mobile home, tend, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, provided that the building is not unsightly and it is acceptable to the City of Centerton. All plans for storage buildings or other additions/improvements to be erected or constructed on the property or any additions to existing structures must be approved by the architectural review committee or any other committee designated by the President of the POA.

13. **Recreational Vehicles and Boats:** Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, guesthouse or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood

14. **Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the Subdivision. There is a minimum of 3800 square feet of heated area on all one-story dwellings. On all multi-story dwellings, there shall be a minimum square footage of 2000 square feet on the first floor. This minimum square footage requirement is exclusive of garages, porches, patios and decks. If developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage, Developer shall

2005 55752

Recorded in the Above

Deed Book & Page

10-19-2005 03:58:00 PM

first obtain approval of the City of Centerton, Arkansas. No such waiver, termination, and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.

15. **Restriction on Type of Dwelling:** There shall be no dwelling erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed side or rear loading garage.

16. **Approval of Plans:** All plans for initial improvements to be constructed on vacant lots in the subdivision shall meet all requirements herein and any requirements of the City of Centerton. The initial plans for lots not owned by the developer must be first submitted for review and approval by the Developers and the Architectural Review Committee as authorized by the Board of Directors of the POA. Approval by the Developers and the Architectural Review Committee is solely to ensure that all requirements enumerated in these covenants are met and must be obtained in writing before construction of any improvements initially approved must be authorized in writing by the Developers and the Committee.

17. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors. There shall be no vinyl on exterior walls, gables, soffit or fascia. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 300 pound architect design.

18. **Covenants to Run With the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions, with the exception of Paragraph 14 above, may be amended at any time by at least sixty-five percent (65%) of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

19. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation. Further, the POA Board has the authority to act in the following manner. Upon any violation, the Board shall serve upon the violating party a notice to cure, either served in person or by certified mail, setting forth a reasonable time in which to cure such violation. If the violation shall continue past the cure-time as set forth, then the POA Board has the right to set certain penalties and/or fines for continuing violations, such penalties and fines limited only to paragraphs 5 and 16 above and only as inducement to obtain proper approvals for construction and to complete actual construction in the required manner, with said

penalties/fines to be particularly set forth in the notice to cure letter. Any appropria fines that remain unpaid upon demand may be filed as a continuing lien upon any Lot. Any expenditures by the POA to bring any Lot, including any improvements thereon, into compliance under the terms of Paragraph 5 hereinabove, and/or any fines assessed for any violation hereunder that remain unpaid after demand shall accure interest at the highest rate allowed by Arkansas law, for which a lien against such subject-proper may be filed.

20. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

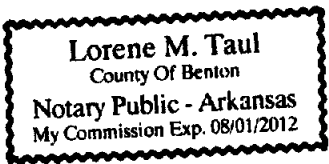
IN WITNESS WHEREOF, we, the current owners of all property in the subdivision, have hereunder set our hands and seals, this 26th day of Sept., 2005.

[Signature]
Tuscany LLC Member
[Signature]
Tuscany LLC, Member

ACKNOWLEDGMENT
STATE OF ARKANSAS
COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Neil Johnson and John David Lindsey, members of Tuscany LLC, personally known to me to be the persons subscribing to the foregoing documents, and who stated to me that they had executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of September, 2005.



Lorene M. Taul
Notary Public
My commission expires: 08/01/2012

Benton County, AR
I certify this instrument was filed on
10-13-2005 03:58:00 PM
and recorded in Deed Book
2005 at pages 55749 - 55753
Brenda DeShields-Circuit Clerk

refer to survey

Numbers

Book 2005 1231
Book 2005 1232
Book 2005 1233

2005 55756

Recorded in the Above
Deed Book & Page
10-13-2005 04:18:21 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

TUSCANY
(Phase I, Lots 1-71, and Tract "A")
Centerteron, Benton County, Arkansas

Book/Pg: 2005/55756
Term/Cashier: CIRCLK04 / SWhite
Tran: 3478.105028.289626
Recorded: 10-13-2005 16:18:29
DEF Deed
REC Recording Fee
Total Fees: \$ 8.00

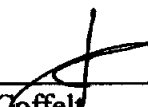
8.00
0.00

This document shall be filed for record at the Benton County, AR Circuit Clerk's office as an attachment to the subdivision plat described as TUSCANY (Phase I, Lots 1 thru 71, and Tract "A"), and shall become a part of said subdivision plat until the provision noted below has been completed to the satisfaction of the City of Centerteron, Benton County, Arkansas.

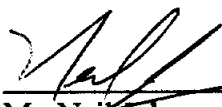
Provision:

No individual sanitary sewer connections shall be permitted by the City of Centerteron to any individual lot owner within the said subdivision before the subdivision's sewer lift station (located within Tract "A") has been 1.) served with permanent electrical power and 2.) has been re-tested by the developer's contractor with said power to confirm it operates according to City of Centerteron requirements. Upon successful completion of this provision, individual sanitary sewer connections will then be granted by the City of Centerteron.

By:



Mr. Jeff Goffel
City of Centerteron



Mr. Neil Johnson
Tuscany, LLC

Benton County, AR
I certify this instrument was filed on
10-13-2005 04:18:21 PM
and recorded in Deed Book
2005 at pages 55756 - 55756
Brenda DeShields-Circuit Clerk

STATE of ARKANSAS

COUNTY of Benton, Sworn and Subscribed Before Me

This 3rd Day of October, 2005

Notary Public: Lorene M. Taul

My Commission Expires: 08-01-2012

Lorene M. Taul
County Of Benton
Notary Public - Arkansas
My Commission Exp. 08/01/2012

2005 69663
Recorded in the Above
Deed Book & Page
12-20-2005 11:36:52 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

AMENDED
DECLARATION OF COVENANTS OF ASSURANCE
FOR TUSCANY SUBDIVISION
IN THE CITY OF CENTERTON, ARKANSAS

Book/ID: 2005/69663
Term/Cashier: CIRCLK04 / swhite
Tran: 3698.111073.308505
Recorded: 12-20-2005 11:37:05
DFE Deed
REC Recording Fee
Total Fees: \$ 20.00

20.00
0.00

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 19th day of December, 2005. This Declaration of Covenants replaces Protective Covenants that appear of record of the Benton County Circuit Clerk and Ex. Officio Recorder on December 2, 2005 at Book 2005, Page 65630-65635.

WITNESSETH:

WHEREAS, we the undersigned constitute one hundred percent ownership of the following described real property in Benton County, to-wit:

Part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), and part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 20 North, Range 31 West, Centerton, Benton County, Arkansas, being more particularly described as follows:

Beginning at the northwest corner of said NW 1/4 of the SE 1/4; thence S 87°23'24" E, 1329.03 feet to the northeast corner of said NW 1/4 of the SE 1/4; thence S 87°22'45" E, 419.49 feet along the north line of said NE 1/4 of the SE 1/4; thence S 02°31'02" W, 1319.49 feet to a point on the south line of said NE 1/4 of the SE 1/4; thence N 87°24'09" W, 419.57 feet along said south line of the southeast corner of said NW 1/4 of the SE 1/4; thence S 02°30'32" W, 362.33 feet along the east line of said SW 1/4 of the SE 1/4; thence N 75°49'08" W, 478.06 feet; thence N 48°53'37" W, 119.90 feet; thence N 87°05'41" W, 37.95 feet; thence N 19°57'20" W, 145.81 feet; thence N 80°19'17" W, 65.62 feet; thence N 19°57'20"W, 165.00 feet; thence N 10°21'30" W, 125.70 feet; thence N 04°05'23" W, 561.53 feet; thence N 02°31'02" E, 129.20 feet; thence N 87°23'24" W, 185.60 feet; thence S 58°43'03" W, 58.49 feet; thence N 87°35'47" W, 224.13 feet to a point on the west line of said NW 1/4 of the SE 1/4; thence N 02°22'47" E, 418.43 feet along said west line to the point of beginning, containing 46.58 acres or 2,029,074.03 square feet, more or less, and being subject to any easements and rights-of-way of record or fact.

This real property is also known as Tuscany Subdivision to the City of Centerton, Benton County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas at Plat Record 2005 at Page 1435.

ARTICLE I
Definitions

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

A. "Declaration" means this Declaration of Covenants of Assurance for Tuscany Subdivision to the City of Centerton, Benton County, Arkansas.

B. "Property" means Tuscany Subdivision to the City of Centerton, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.

C. "Lot" means any numbered lot designated on the Plat or Plats of the property.

D. "Plat" means the map of the plats of Tuscany Subdivision to the City of Centerton, Arkansas, as they are recorded.

E. "Owner" shall mean and refer to the record owner.

F. "Subdivision" means Tuscany Subdivision to the City of Centerton, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

G. "Developer" means Tuscany LLC.

H. "POA" refers to Tuscany Subdivision Property Owners Association.

ARTICLE II Restrictions on Residential Lots

1. **Fences:** Any privacy fence shall be constructed with either shadowboxing or so that the framing shall be toward the inside of the owner's lot. All fences adjacent to the front of the residence shall be constructed in wrought iron or faux wrought iron or masonry or a combination of both, and shall be six feet in height. There shall be no chain link fences. All fences shall be subject to review of and approval by the architectural review committee. The perimeter Stone fence is considered the property of the POA. No homeowner can alter or repair said fence. All repair, alterations or maintenance must be done by POA. If any repair is needed it must be done with like material and to maintain original appearance.

2. **Nuisances:** Noxious or offensive activities or nuisances shall not be permitted on any Lot or Parcel.

3. **Signs:** No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.

4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

5. **Garbage and Refuse Disposal/ Construction requirements / Lot Maintenance:** No owner shall accumulate on his Lot litter, refuse, or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pickup as provided by the City of Centerton, Arkansas. Builders must maintain their development, improvements and construction in a manner of general cleanliness and general quality such manner to be defined as a like-condition to the other lots in said subdivision. Construction and improvements shall be completed within twelve months of the start-date thereupon. All lots and yards, inclusive of building structures and landscaping and flowerbeds, shall be maintained in a well-kept manner including keeping the lawn mowed, weeds pulled from flowerbeds, paint and other external coverings maintained in a proper manner, such manner to be defined as a like-condition to the other lots in said subdivision. All lots must be sod with grass within one year of the start of construction or within two months of the completion of construction. Each lot must have a working buried in-ground sprinkler system installed upon the Lot. If any lot, including yards, flowerbeds, landscaping, or structural improvements thereupon, shall not be maintained in a well-kept manner, and the same condition shall remain for a period of ten days after written notice

delivered in person or by certified mail to the owner thereof, then and in that event the POA board shall obtain no less than two bids to bring said property up to the standards required herein, and it is deemed that said Lot Owner shall have given his/her/their permission for a representative, employee or agent of the POA to enter upon said property for the sole purpose to effect such maintenance. The non-complying property owner shall be solely responsible to the POA for any and all costs of affecting such maintenance, in addition to any other penalties and/or fines for violations as set forth herein.

6. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

7. **Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

8. **Storage:** Owners shall store all their property or possessions within their Unit. In no event shall an Owner store such property or possessions in the area between the surface of his Lot and the first floor of his Unit.

9. **Satellite Dishes:** Any and all satellite dishes in excess of twenty-four inches (24") in radius shall be prohibited in the subdivision. The installation location of all satellite dishes shall be subject to review of the approval by the architectural review committee, and any lot owner desiring to install a satellite dish shall first submit location and size plans and obtain written permission for such installation from said architectural review committee.

10. **Parking in the Streets:** No vehicles may be parked overnight in the streets of the subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guest. No unlicensed or inoperative vehicles shall be parked in public view. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lots.

11. **Homeowner's Association:** All lot owners must be members of the Tuscany Subdivision Property Owners Association and shall be subject to the terms and conditions set forth in the Declaration and Bylaws of the Tuscany Subdivision Property Owners Association. All association members will pass with property ownership in the subdivision. Each lot will carry one vote in the association. All Homeowners of perimeter lots shall be required to provide irrigation, sod and maintenance of the property outside of the stone fence (within the property lines of lot). Exception to the lots at the entrance of the subdivision of which shall be maintained by the Property Owners Association.

12. **Structures Other Than Dwellings:** No trailer, mobile home, tend, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, provided that the building is not unsightly and it is acceptable to the City of Centerton. All plans for storage buildings or other additions/improvements to be erected or constructed on the property or any additions to existing structures must be approved by the architectural review committee or any other committee designated by the President of the POA.

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14. **Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the Subdivision. There is a minimum of 3700 square feet of heated

area on all dwellings. On all multi-story dwellings, there shall be a minimum of 2000 square feet on the first floor. This minimum square footage requirement is exclusive of garages, porches, patios and decks. If developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage, Developer shall first obtain approval of the City of Centerton, Arkansas. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.

15. **Restriction on Type of Dwelling:** There shall be no dwelling erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed side or rear loading garage.

16. **Approval of Plans:** All plans for initial improvements to be constructed on vacant lots in the subdivision shall meet all requirements herein and any requirements of the City of Centerton. The initial plans for lots not owned by the developer must be first submitted for review and approval by the Developers and the Architectural Review Committee as authorized by the Board of Directors of the POA. Approval by the Developers and the Architectural Review Committee is solely to ensure that all requirements enumerated in these covenants are met and must be obtained in writing before construction of any improvements initially approved must be authorized in writing by the Developers and the Committee.

17. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors. There shall be no vinyl on exterior walls, gables, soffit or fascia. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 300 pound architect design.

18. **Covenants to Run With the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions, with the exception of Paragraph 14 above, may be amended at any time by at least sixty-five percent (65%) of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

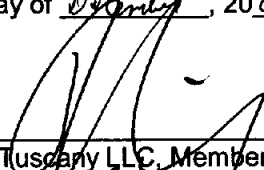
19. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation. Further, the POA Board has the authority to act in the following manner. Upon any violation, the Board shall serve upon the violating party a notice to

2005 69667
Recorded in the Above
Deed Book & Page
12-20-2005 11:36:52 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

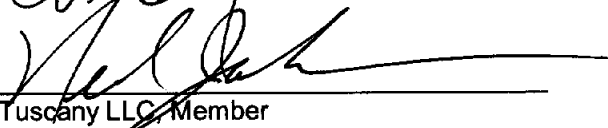
cure, either served in person or by certified mail, setting forth a reasonable time in which to cure such violation. If the violation shall continue past the cure-time as set forth, then the POA Board has the right to set certain penalties and/or fines for continuing violations, such penalties and fines limited only to paragraphs 5 and 16 above and only as inducement to obtain proper approvals for construction and to complete actual construction in the required manner, with said penalties/fines to be particularly set forth in the notice to cure letter. Any appropriately assessed fines that remain unpaid upon demand may be filed as a continuing lien upon the violating Lot. Any expenditures by the POA to bring any Lot, including any improvements thereon, into compliance under the terms of Paragraph 5 hereinabove, and/or any fines assessed for any violation hereunder that remain unpaid after demand shall accrue interest at the highest rate allowed by Arkansas law, for which a lien against such subject-proper may be filed.

20. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

IN WITNESS WHEREOF, we, the current owners of all property in the subdivision, have hereunder set our hands and seals, this 19 day of December, 2005.



Tuscany LLC, Member




Tuscany LLC, Member

ACKNOWLEDGMENT
STATE OF ARKANSAS
COUNTY OF BENTON

Benton County, AR
I certify this instrument was filed on
12-20-2005 11:36:52 AM
and recorded in Deed Book
2005 at pages 69663 - 69667
Brenda DeShields-Circuit Clerk

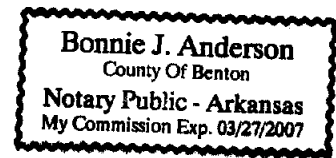
BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Neil Johnson and John David Lindsey, members of Tuscany LLC, personally known to me to be the persons subscribing to the foregoing documents, and who stated to me that they had executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of DECEMBER, 2005.



Notary Public

My commission expires: 3-27-07



Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2011/35949
Term/Cashier: CASH5/Ron Pennington
07/13/2011 10:41AM
Tran: 158809
Total Fees: \$35.00

AMENDED
DECLARATION OF COVENANTS OF ASSURANCE
FOR TUSCANY SUBDIVISION -
Phase I, Lots 1 thru 71 and Tracts A & B
IN THE CITY OF CENTERTON, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 11th day of July, 2011. This Declaration of Covenants replaces Protective Covenants that appear of record on the Benton County Circuit Clerk and Ex. Officio Recorder on December 20, 2005 on Book 2005, Page 69663-69667.

WITNESSETH:

WHEREAS, we the undersigned constitute one hundred percent ownership of the following described real property in Benton County, to-wit:

Part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), and part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 20 North, Range 31 West, Centerton, Benton County, Arkansas, being more particularly described as follows:

Beginning at the northwest corner of said NW 1/4 of the SE 1/4; thence S 87°23'24" E, 1329.03 feet to the northeast corner of said NW 1/4 of the SE 1/4; thence S 87°22'45" E, 419.49 feet along the north line of said NE 1/4 of the SE 1/4; thence S 02°31'02" W, 1319.49 feet to a point on the south line of said NE 1/4 of the SE 1/4; thence N 87°24'09" W, 419.57 feet along said south line of the southeast corner of said NW 1/4 of the SE 1/4; thence S 02°30'32" W, 362.33 feet along the east line of said SW 1/4 of the SE 1/4; thence N 75°49'08" W, 478.06 feet; thence N 48°53'37" W, 119.90 feet; thence N 87°05'41" W, 37.95 feet; thence N 19°57'20" W, 145.81 feet; thence N 80°19'17" W, 65.62 feet; thence N 19°57'20"W, 165.00 feet; thence N 10°21'30" W, 125.70 feet; thence N 04°05'23" W, 561.53 feet; thence N 02°31'02" E, 129.20 feet; thence N 87°23'24" W, 185.60 feet; thence S 58°43'03" W, 58.49 feet; thence N 87°35'47" W, 224.13 feet to a point on the west line of said NW 1/4 of the SE 1/4; thence N 02°22'47" E, 418.43 feet along said west line to the point of beginning, containing 46.58 acres or 2,029,074.03 square feet, more or less, and being subject to any easements and rights-of-way of record or fact.

This real property is also known as "Tuscany Subdivision, Phase 1, Lots 1 thru 71 and Tracts A & B" to the City of Centerton, Benton County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas at Plat Record 2005 at Pages 1431-1433.

ARTICLE I
Definitions

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

A. "Declaration" means this Declaration of Covenants of Assurance for Tuscany Subdivision, Phase I, to the City of Centerton, Benton County, Arkansas.

Book **2011** Page **35949**
Recorded in the Above
DEED Book & Page
07/13/2011

- B. "Property" means Tuscany Subdivision, Phase 1, to the City of Centerton, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.
- C. "Lot" means any numbered lot designated on the Plat or Plats of the property.
- D. "Plat" means the map of the plats of Tuscany Subdivision, Phase 1, to the City of Centerton, Arkansas, as they are recorded.
- E. "Owner" shall mean and refer to the record owner.
- F. "Subdivision" means Tuscany Subdivision, Phase I, to the City of Centerton, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.
- G. "Developer" means Tuscany LLC.
- H. "POA" refers to Tuscany Subdivision Property Owners Association.

ARTICLE II
Restrictions on Residential Lots

1. **Fences:** Any privacy fence shall be constructed with either shadowboxing or so that the framing shall be toward the inside of the owner's lot. All fences adjacent to the front of the residence shall be constructed in wrought iron or faux wrought iron or masonry or a combination of both, and shall be six feet in height. There shall be no chain link fences. All fences shall be subject to review of and approval by the architectural review committee. The perimeter Stone fence is considered the property of the POA. No homeowner can alter or repair said fence. All repair, alterations or maintenance must be done by POA. If any repair is needed it must be done with like material and to maintain original appearance.
2. **Nuisances:** Noxious or offensive activities or nuisances shall not be permitted on any Lot or Parcel.
3. **Signs:** No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.
4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.
5. **Garbage and Refuse Disposal/ Construction requirements / Lot Maintenance:** No owner shall accumulate on his Lot litter, refuse, or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pickup as provided by the City of Centerton, Arkansas. Builders must maintain their development, improvements and construction in a manner of general cleanliness and general quality such manner to be defined as a like-condition to the other lots in said subdivision. Construction and improvements shall be completed within twelve months of the start-date thereupon. All lots and yards, inclusive of building structures and landscaping and flowerbeds, shall be maintained in a well-kept manner including keeping the lawn mowed, weeds pulled from flowerbeds, paint and other external coverings maintained in a proper manner, such manner to be defined as a like-condition to the other lots in said subdivision. All lots must be sod with grass within one year of the start of construction or within two months of the completion of construction. Each lot must have a working buried in-ground sprinkler system installed upon the Lot. If any lot, including yards, flowerbeds, landscaping, or structural improvements thereupon, shall not be maintained in a well-kept manner, and the same condition shall remain for a period of ten days after written notice delivered in person or by certified mail to the owner thereof, then and in that event the POA board shall obtain no less than two bids to bring said property up to the standards required herein, and it is deemed that said Lot Owner shall have given his/her/their permission for a representative, employee or agent of the POA to enter upon said

property for the sole purpose to effect such maintenance. The non-complying property owner shall be solely responsible to the POA for any and all costs of affecting such maintenance, in addition to any other penalties and/or fines for violations as set forth herein.

6. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

7. **Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

8. **Storage:** Owners shall store all their property or possessions within their Unit. In no event shall an Owner store such property or possessions in the area between the surface of his Lot and the first floor of his Unit.

9. **Satellite Dishes:** Any and all satellite dishes in excess of twenty-four inches (24") in radius shall be prohibited in the subdivision. The installation location of all satellite dishes shall be subject to review of the approval by the architectural review committee, and any lot owner desiring to install a satellite dish shall first submit location and size plans and obtain written permission for such installation from said architectural review committee.

10. **Parking in the Streets:** No vehicles may be parked overnight in the streets of the subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guest. No unlicensed or inoperative vehicles shall be parked in public view. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lots.

11. **Homeowner's Association:** All lot owners must be members of the Tuscany Subdivision Property Owners Association and shall be subject to the terms and conditions set forth in the Declaration and Bylaws of the Tuscany Subdivision Property Owners Association. All association members will pass with property ownership in the subdivision. Each lot will carry one vote in the association. All Homeowners of perimeter lots shall be required to provide irrigation, sod and maintenance of the property outside of the stone fence (within the property lines of lot). Exception to the lots at the entrance of the subdivision of which shall be maintained by the Property Owners Association.

12. **Structures Other Than Dwellings:** No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, provided that the building is not unsightly and it is acceptable to the City of Centerton. All plans for storage buildings or other additions/improvements to be erected or constructed on the property or any additions to existing structures must be approved by the architectural review committee or any other committee designated by the President of the POA.

13. **Recreational Vehicles and Boats:** Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, guesthouse or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood

14. **Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the Subdivision as follows:

- A. Lots 1-6, 23-24, 40, & 62 - There is a minimum of 3,000 square feet of heated area on all one-story dwellings.
- B. Lots 7-22, 25-39, 41-61, 63-71 - There is a minimum of 2,250 square feet of heated area on all one-story dwellings.

This minimum square footage requirement is exclusive of garages, porches, patios and decks. If developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage, Developer shall first obtain approval of the City of Centerton, Arkansas. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.

15. **Restriction on Type of Dwelling:** There shall be no dwelling erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed side or rear loading garage.

16. **Approval of Plans:** All plans for initial improvements to be constructed on vacant lots in the subdivision shall meet all requirements herein and any requirements of the City of Centerton. The initial plans for lots not owned by the developer must be first submitted for review and approval by the Developers and the Architectural Review Committee as authorized by the Board of Directors of the POA. Approval by the Developers and the Architectural Review Committee is solely to ensure that all requirements enumerated in these covenants are met and must be obtained in writing before construction of any improvements initially approved must be authorized in writing by the Developers and the Committee.

17. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors. There shall be no vinyl on exterior walls, gables, soffit or fascia. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 300 pound architect design.

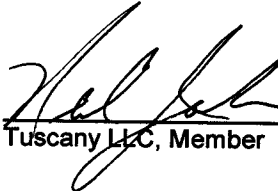
18. **Covenants to Run With the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions, with the exception of Paragraph 14 above, may be amended at any time by at least sixty-five percent (65%) of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

19. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation. Further, the POA Board has the authority to act in the following manner. Upon any violation, the Board shall serve upon the violating party a notice to cure, either served in person or by certified mail, setting forth a reasonable time in which to cure such violation. If the violation shall continue past the cure-time as set forth, then the POA Board has the right to set certain penalties and/or fines for continuing violations, such penalties and fines limited only to paragraphs 5 and 16 above and only as inducement to obtain proper approvals for construction and to complete actual construction in the required manner, with said

penalties/fines to be particularly set forth in the notice to cure letter. Any appropriately assessed fines that remain unpaid upon demand may be filed as a continuing lien upon the violating Lot. Any expenditures by the POA to bring any Lot, including any improvements thereon, into compliance under the terms of Paragraph 5 hereinabove, and/or any fines assessed for any violation hereunder that remain unpaid after demand shall accrue interest at the highest rate allowed by Arkansas law, for which a lien against such subject-property may be filed.

20. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

IN WITNESS WHEREOF, we, the current owners of all property in the subdivision, have hereunder set our hands and seals, this 11 day of July, 2011, and have ownership of 65% or more of the Lots in the Tuscany Subdivision, Phase I.



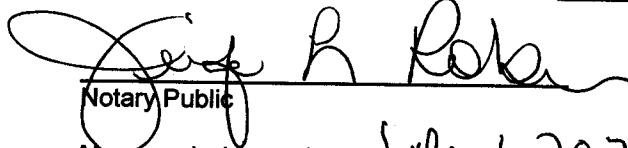
Tuscany LLC, Member

Tuscany LLC, Member

ACKNOWLEDGMENT
STATE OF ARKANSAS
COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Neil Johnson and _____, members of Tuscany LLC, personally known to me to be the persons subscribing to the foregoing documents, and who stated to me that they had executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11 day of July, 2020.


Notary Public

My commission expires: July 1, 2020



City of Centerton Acceptance:



Planning Commission Chairperson

Benton County, AR
I certify this instrument was filed on
07/13/2011 10:41AM
and recorded in DEED Book
2011 at pages 35949 - 35953
Brenda DeShields-Circuit Clerk