

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE RESIDENTIAL LOTS OF
THE CORDOVA CLUB

This first amendment to the Declaration of Covenants, Conditions and Restrictions of the Residential Lots of the Cordova Club (the "Declaration") is made and entered into this 20th day of June, 1991, by ESSENJAY AND ASSOCIATES, a California limited Partnership, hereafter referred to as the "Declarant"

Declarant does hereby publish and declare the following amendments and modifications to the terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, liens and obligations as set forth in the Declaration, such amendments and modifications to be as effective as if originally set forth in the Declaration entered into on April 24, 1991 and recorded in the Register's Office of Shelby County, Tennessee under Instrument Number CD 8776.

AMENDMENT AND MODIFICATIONS

The following portion of Section 1.16 "Lot" is hereby deleted in its entirety:

"A-I Lot - Any Lot among Lots 1 through 14, inclusive, and Lots 20-30, inclusive, and Lots 41, 42, 46, 47 48, 49, 57, 58, 59, 60, of Phase I of the Project and all Lots adjoining the Golf Course.

and the following is substituted in lieu thereof:

"A-1 Lot - All lots adjoining the Golf Course."

The following portion of Section 4.15 "Swimming Pools" is hereby deleted in its entirety:

"(c) With respect to all Lots in Phase I, Section A and Section B of the CORDOVA CLUB P.D., only hot tubs, spas, and pools commonly known as lap pools shall be permitted. The determination as to whether a particular structure is a hot tub, spa or lap pool shall rest solely with the Architectural Committee, the decision of which shall be final and no such determination shall have a precedential effect upon a future determination."

and the following is substituted in lieu thereof:

"(c) With respect to all Lots adjoining the Golf Course, only hot tubs, spas, and pools commonly known as lap pools shall be permitted. The determination as to whether a particular structure is a hot tub, spa or lap pool shall rest solely with the Architectural Committee, the decision of which shall be final and no such determination shall have a precedential effect upon a future determination."

The following portion of Section 4.26 ~ is hereby deleted in its entirety:

Not more than one double faced "for sale" or "for rent" sign not exceeding five (5) square feet in size per side. Any such signs shall be attractive and compatible with the design of the Project (to be determined in the sole discretion of the Architectural Committee), and shall comply with all applicable laws and ordinances.-

and the following is substituted in lieu thereof:

"(d) Not more than one double faced "for sale" or "for rent" sign not exceeding six (6) square

feet in size per side. Any such signs shall be attractive and compatible with the design of the Project (to be determined in the sole discretion of the Architectural Committee), and shall comply with all applicable laws and ordinances.”

Section 4.41 Mineral Exploration is hereby deleted in its entirety and the following is substituted in lieu thereof:

“4.41 Mineral Exp1oration”. No portion of the Property shall be used by any person other than the Declarant, in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any other earth substance or other mineral of any kind except in connection with the preparation of a Lot for approved construction thereon. Declarant may engage in the activities set forth above so long as such activities are in furtherance of the development of the Property as contemplated by this Declaration or for the maintenance of the Golf Course. Under no circumstances shall the Declarant or any other owner of the Golf Course be prohibited from free, unrestricted and ready access to water lying on or below the surface of the Property or any part thereof”.

Section 4.45 “Restrictions on Further Subdivision”. The number “4.44” appearing in this Section is hereby deleted and the number “4.45” is substituted in lieu thereof.

Section 14.1 is hereby deleted in its entirety and the following is substituted in lieu thereof:

“14.1 Nothing herein contained shall be construed as creating or evidencing an obligation on the part of Declarant or any other person or entity to develop or construct, or operate a country club, golf club, tennis courts, racquetball courts, or any other recreational facilities or other amenities or to maintain the Golf Course as a golf course or in any particular manner. Further, nothing herein contained shall be construed as a prohibition, limitation or restraint (a) on the sale, lease or other disposition of the Golf Course, club house, tennis courts, racquetball courts or other similar recreational facilities or other amenities to any third party¹ or (b) against changing or modifying the location of all or any portion of the Golf Course, club house, tennis courts, racquetball courts or other similar recreational facilities or other amenities at any time and from time to time

IN WITNISSS WHEREOF, Declarant has executed this its First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Residential Lots of The Cordova Club or' the day and year first above written.

ESSENJAY AND ASSOCIATES,
a California Limited partnership

By: ESSENJAY ASSOCIATES, INC.,
a California Corporation as
Managing General Partner

By:
ROBERT H. JONES\~ president
STATE OF TENNESSEE
COUNTY OF SHELBY

On this 20th day of June, 1991, before me personally appeared ROBERT H JONES, to me known to be President of ESSENJAY ASSOCIATES, INC., a California corporation, said corporation being general partner of ESSENJAY AND ASSOCIATES, a California limited partnership¹ and said person to me known to be the person who executed the foregoing instrument on behalf of said limited partnership, and who acknowledged said execution to be the free act and deed of said limited partner witness my hand and official seal.

Notary Public

My Commission expires: 3/24/92