

This Instrument Prepared by and Return to:

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& Pinstein
530 Oak Court Drive, Suite 350
Memphis, Tennessee 38118

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

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Residential Lots of The Cordova Club (the "Declaration") is made and entered into as of this 21st day of May, 1993.

The undersigned Declarant, in accordance with Article 9.1 of the Declaration, does hereby publish and declare the following amendments and modifications to the terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, liens and obligations 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, as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Residential Lots of The Cordova Club entered into on June 20, 1991 and recorded in the said Register's Office under Instrument Number CG 0157.

AMENDMENT AND MODIFICATIONS

Section 4.2 Dwelling Size" is modified by the addition of the following paragraph:

(e) Section "G" Lots. Notwithstanding anything to the contrary hereinabove contained, the living area of the main structure of any Lot situated in Section G of THE CORDOVA CLUB P.D. as shown on a plat thereof recorded in the Office of the Register of Shelby County, Tennessee, exclusive of basement, garages, patios, porches which are not totally enclosed and outbuildings, shall not be less than 1,800 square feet. For a Dwelling Unit of more than one story, the ground floor shall not be less than 1,200 square feet.

Section 4.4 "Building Lines" is modified by eliminating the first sentence thereof in its entirety and substituting the following

"4.4 Building Lines. 1. Minimum building setback lines for all Lots which are situated in Sections A, B, C and C-1 as set forth in THE CORDOVA CLUB P.D. shall be as follows and as illustrated in attached Exhibit D, "Illustration of Required Yards.""

Section 4.4 "Building Lines" is further modified by eliminating the final paragraph thereof and substituting the following:

"2. As to all sections of THE CORDOVA CLUB P.D., except Sections A1 B, C and C-1, Declarant1 in its discretion, may determine and establish minimum building setback lines (front, rear and side) for such lots in accordance with the requirements and approval, if necessary, of the Shelby County Office of Planning and Development and any other City, County or State agency, division or other body which regulates or governs building setback lines in residential

subdivisions.

3. Declarant reserves unto itself, its successors and assigns, the right to determine the precise location of any structure upon any Lot to create various setbacks on adjoining Lots. Such location shall be determined only after reasonable opportunity has been afforded to an Owner to recommend a specific location.

Article 4,7 "Garage" is modified by eliminating all of sections (a) and (c) and substituting the following:

"Each Dwelling Unit must have a private, fully enclosed garage for not less than two nor more than four automobiles, each to be equipped with a sliding or roll-up garage door with automatic opener.

With regard to each Dwelling Unit situated on a Lot within Sections A, B, C and C-I of THE CORDOVA CLUB P.D.:

(a) A Lot adjoining the Golf Course shall not have a garage with an entrance which may be seen from the Golf Course. No garage shall be constructed having its garage door-face generally parallel to the front setback line of its Lot unless such garage door is sixty feet (60') or more from that front setback line at all points; UNLESS the Lot is a downhill gradient Lot and the garage floor at the door-face is not less than five feet, four inches (5'4') below the level of the main living floor, in which case such garage door may be forty feet (40') from the front setback line. Dwelling Units constructed on uphill Lots shall not have a garage door-face closer than forty feet (40') from the front property line or ten feet (10') behind the front setback line and may not be more than seven feet (7') below the main floor elevation."

Section 4.52 "General Contractors" is modified by eliminating the section in its entirety and substituting the following:

"4.52 General Contractors. Dwelling Units shall be constructed only by general contractors who, at all times during such construction, are fully licensed and in good standing with the State of Tennessee."

Section 6.9 "Architectural Control" (c) is modified by eliminating such section in its entirety and substituting the following:

"(c) The Architectural Committee shall strive to minimize repetition of frontal exterior appearance or elevations of Dwelling Units (if practicable in its sole discretion). No two Dwelling Units of the same or essentially similar frontal exterior elevation or appearance are permitted on the same street within 500 feet of each other, except when both such Dwelling Units are located within Sections D or G."

Section 9.1 "Amendment and Duration of Declaration" is modified by adding the words ". Declarant or ..." after the word of" in line six of the second paragraph of such article.

IN WITNESS WHEREOF, the following persons or legal entities, have executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Residential Lots of The Cordova Club on the day and year first above written.

ESSENJAY AND ASSOCIATES,
a Limited Partnership

By: CORDOVA CLUB MANAGEMENT, INC.
its General Partner

By BJORN G. SAO, President

STATE OF TENNESSEE COUNTY OF SHELBY

On this 27th day of May, 1993, before me personally appeared BJORN G. SAO, to me known to be President of CORDOVA CLUB MANAGEMENT, INC., said corporation being general partner of ESSENJAY AND ASSOCIATES, a limited partnership, 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 partnership. Witness my hand and official seal.

Notary

My Commission expires:

1/21/1996

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