

This Instrument Prepared by
and Return to:

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& Pinstein
53~ Oak Court Drive, Suite 350
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**THIRD AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF THE RESIDENTIAL LOTS OF
THE CORDOVA CLUB**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions Of the Residential Lots of The Cordova Club (Ihe "Declaration") is made and entered into as of this 5th day of April, 1995.

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 and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and restrictions of the Residential Lots of The Cordova Club entered into on May 21, 1993 and recorded in the register's Office under instrument number DP 0099.

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

"(f) Sections "D-1", "F-1" "F-2" and "G" Lots. Notwithstanding anything to the contrary hereinabove contained, the living area of the main structure of any Lot situated in Sections "D-1", "F-1", "F-2" or "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 2,000 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 adding the following at the end of Section 4.4 2.:

"As to Sections "F-1" and "F-2", the applicable building set-back and side yard lines shall be as set forth on the duly recorded plat, as amended from time to time, establishing and illustrating such Lots.'

Section 4.6 Building Materials is eliminated in its entirety and ths following substituted therefor:

4.6 Building Materials. All exposed flashing materials shall be of copper or copper colored material. With regard to Sections "A", "B", "C", "C-1" and "C-2", only, all exposed roofing materials shall be 'architectural style shingles. All other exterior building materials shall be strictly controlled by the Architectural Committee and must be approved as to composition, usage and facade coverage ratios."

Article 6.7 "Architectural Committee Rules" is modified by adding the following:

"(a) Declarant recognizes that there is a contract dated October, 1994, presently existing regarding the purchase of Lots in proposed Sections "F-1" and "F-2" to bona fide builders specifically named therein (the 'F Builders") in accordance with certain terms and conditions therein contained. The F Builders shall submit to the Architectural Committee, for its examination and

evaluation, plans and specifications, as required hereunder, for its intended improvement on the Lots in Section F which will be purchased and on which they intend to build. If approved, the plans and specifications may be used for the building of single family residences in accordance with such approval. The F Builders may substitute other plans and specifications for those so approved at any time, such substitute plans and specifications being hereby approved, upon the following conditions:

(1) Complete plans and specifications shall be submitted to the Architectural Committee for its examination at least ten (10) days prior to commencement of construction; and

(2) Such plans and specifications are for a residence of size, materials and exterior characteristics substantially similar, in the Architectural Committee's discretion, to those represented by the previously approved plans and specifications.

The foregoing provision (a) shall only apply to those persons or companies defined herein as the F Builders and shall not apply to any subsequent or other purchasers or builders."

Article 6.9 "Architectural Control" is modified by adding the following at its end:

"or F."

Article 6.12 "Certificate of Compliance" is eliminated in its entirety and the following substituted therefor:

"6.12 Reserved for future Article"

Article 6.20 "Two Years To Commence" is eliminated in its entirety.

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 California Limited Partnership

By: CORDOVA CLUB MANAGEMENT; INC.
its General Partner

By: Bjorn G. Sao, President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this day of April, 1995, 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 California 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.

My Commission expires: