

COMPARED

UNIFIED AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (CUMBERLAND COVE UNITS ONE THROUGH NINE)

THIS AMENDMENT to Declaration of Covenants and Restrictions is made this 10 day of MAY, 19 94, by CUMBERLAND COVE, INC., a Tennessee corporation, hereinafter referred to as "Developer".

PREAMBLE:

This Amendment relates to the following Declarations:

1. Declaration of Covenants and Restrictions dated the 3rd day of August, 1982, recorded in Deed Book 255, Page 814, of the Public Records of Cumberland County, Tennessee, as previously amended (the Unit One Declaration).
2. Declaration of Covenants and Restrictions dated the 15th day of February, 1983, recorded in Deed Book 264, Page 503, of the Public Records of Cumberland County, Tennessee, as previously amended (the Unit Two Declaration).
3. Declaration of Covenants and Restrictions dated the 9th day of December, 1983, recorded in Deed Book 278, Page 717, of the Public Records of Cumberland County, Tennessee, as previously amended (the Unit Three Declaration).
4. Declaration of Covenants and Restrictions dated the 9th day of December, 1983, recorded in Deed Book 278, Page 706, of the Public Records of Cumberland County, Tennessee, as previously amended (the Unit Four Declaration).
5. Declaration of Covenants and Restrictions dated the 23rd day of October, 1984, recorded in Deed Book 260, Page 467, of the Public Records of Putnam County, Tennessee, as previously amended (the Unit Five Declaration).
6. Declaration of Covenants and Restrictions dated the 3rd day of May, 1985, recorded in Deed Book 264, Page 673, of the Public Records of Putnam County, Tennessee, as previously amended (the Unit Six Declaration).
7. Declaration of Covenants and Restrictions dated the 5th day of May, 1986, recorded in Deed Book 274, Page 465, of the Public Records of Putnam County, Tennessee, as previously amended (the Unit Seven Declaration).
8. Declaration of Covenants and Restrictions dated the 30th day of October, 1986, recorded in Deed Book 280, Page 639, of the Public Records of Putnam County, Tennessee, as previously amended (the Unit Eight Declaration).
9. Declaration of Covenants and Restrictions dated the 26th day of April, 1988, recorded in Deed Book 291, Page 681, of the Public Records of Putnam County, Tennessee, as previously amended (the Unit Nine Declaration).

All of the above Declarations are hereinafter referred to collectively as the "Declarations".

It is acknowledged that each of the above Declarations refers to a separate property owners' association established specifically for the property subject to the Declaration. Among other things, each Declaration provides that certain common property will be conveyed to the particular association named in the Declaration, solely for the use and benefit of the owners of the property subject to the particular Declaration. Each Declaration further provides that the owners of the property subject to the Declaration are to pay assessments to the association named in the Declaration, in order to pay for the costs associated with the common properties described in the Declaration.

It is acknowledged that the property subject to all of the above Declarations is basically contiguous. In connection therewith, a majority of the property owners within the property subject to the Declarations desire to have all of the common properties described in the Declarations conveyed to a single entity, and to have all of the property owners be able to use all of such common properties and share the costs of the maintenance and operation of all of such common properties, in common, so that a property owner subject to any one of the above Declarations will be able to use all of the common properties described in all of the Declarations, and will pay a share of the cost of maintaining all of such common properties, without regard to where any particular common property is located.

*pu
Cumb. Cove*

Developer further desires to amend Article VI of the foregoing Declarations, containing uniform general requirements, so that all of the Declarations will contain the same uniform general requirements.

In connection therewith, and for the purpose of accomplishing same, Developer hereby amends the foregoing Declarations as follows:

1. Notwithstanding anything in the Declarations to the contrary, the Common Properties, as described in the Declarations, shall be deeded and conveyed by Developer to the Cumberland Cove Maintenance Association, Inc. (the "Maintenance Association") and not to the individual associations named in the above Declarations.
2. The Maintenance Association shall hold the title to the Common Properties, subject to and in accordance with the provisions of the Maintenance Declaration for Cumberland Cove, which is recorded in Deed Book D468, Page 564, of the Public Records of Cumberland County, Tennessee, and in Deed Book 348, Page 161, of the Public Records of Putnam County, Tennessee (the "Maintenance Declaration"). The terms and provisions of the Maintenance Declaration, as same may be amended from time to time, are hereby incorporated in their entirety as part of the Declarations. To the extent of any conflict between the provisions of the Maintenance Declaration and the Declarations hereinabove referred to, hereafter the terms and provisions of the Maintenance Declaration shall control.
3. The parties acknowledge and agree that the Declaration of Covenants and Restrictions heretofore recorded in Deed Book 358, Page 369, of the Public Records of Cumberland County, Tennessee, is hereby terminated and of no further force or effect.
4. Article VI of each of the foregoing Declarations is amended in its entirety to read as follows:

UNIFORM GENERAL REQUIREMENTS

Section 1. The Properties. No structures other than one single-family dwelling unit and those buildings ordinarily appurtenant thereto shall be built on any of the Properties. Each of the Properties shall be used solely for residential purposes, except as hereafter set forth. Commercial use shall be permitted inside of any dwelling unit so long as the business activity (a) is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling unit; (b) does not involve door-to-door solicitation of residents of the Properties; (c) conforms to all zoning requirements for the Properties; (d) does not increase the insurance premiums paid by the Maintenance Association or otherwise affect the ability of the Maintenance Association to obtain insurance coverage; and (e) is consistent with the residential character of the Properties and does not constitute a nuisance, hazard, or an offensive use, and does not threaten the security or safety of the other residents of the Properties, as may be determined in the sole discretion of the Board. Except for the foregoing, no commercial activities of any kind shall be permitted or conducted upon any of the Properties.

Section 2. None of the Properties may be resubdivided, except by the Developer.

Section 3. Recreational Vehicles. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out buildings erected on any Lot shall at any time be used as a residence temporarily or permanently, and no person may remain in any of the foregoing overnight, except as hereafter set forth. The phrase "mobile home" shall mean and refer to the type of dwelling commonly referred to as a mobile home which is prefabricated and which is commonly kept on locations commonly referred to as mobile home parks, regardless of whether the mobile home contains any axle or wheels and regardless of whether the mobile home has been placed on a permanent building foundation. The phrase "recreational vehicle" shall mean every licensed vehicle and conveyance designed, used or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer or other similar use. No recreational vehicle shall be permitted on any Lot unless the Lot contains a residential dwelling. With the consent of the Environmental Control Committee, and subject to any conditions that the Environmental Control Committee may impose in connection with its granting of any consent in its sole discretion, any Lot owner may keep a recreational vehicle or a motor home on his Lot and reside in the recreational vehicle or motor home during such time as the owner is diligently pursuing construction of a single-family dwelling unit upon his Lot, which dwelling unit has been approved by the Environmental Control Committee. In any event such exception shall terminate when the construction of the single-family dwelling is completed.

Section 4. Parking. No truck exceeding one-ton capacity shall be parked within the Properties overnight unless the truck is being used in connection with the construction of a new residential dwelling unit. All vehicles parked on the property must have a valid current registration unless such vehicles are kept inside a garage.

Section 5. Set Backs. No structure hereafter erected upon the Properties shall be closer than twenty (20) feet from a property boundary on the side or rear, or forty (40) feet from a road running adjacent to a Lot within the Properties.

Section 6. Minimum Square Footage Requirements. No structure shall be erected upon the Properties in violation of the size restrictions contained in the recorded plat, as it may be amended from time to time. In addition to such size restrictions any Living Unit constructed on any Lot within the Properties shall have a minimum nine hundred (900) square feet of living space, exclusive of porches, garages, carports, patios and similar external features.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any single family residence Lot, except signs permitted either by the county in which the Lot is located, signs used by a builder to advertise the property during the construction and sales period, or customary "for sale" signs not exceeding two feet in height and three feet in width, all of which shall be approved in writing by the Environmental Control Committee.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose within the Properties, unless written permission is obtained from the Environmental Control Committee. In addition, up to two (2) horses may be kept on any Lot containing at least four (4) acres, but no horses may be kept on any Lot containing less than four (4) acres, without the written permission of the Environmental Control Committee. In any event, no horses may be kept on any Lot unless the horse is contained in a fence or walled in area approved by the Environmental Control Committee, which shall be more than 100 feet from any exterior Lot line.

Section 9. Trash Storage. No Lot shall be used or maintained as a dumping ground for rubbish. Household garbage must be kept in sanitary containers and placed in the trash enclosures. No Lot on which improvements have been constructed or erected shall be allowed to become or remain unsightly.

Section 10. Planting. No hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

Section 11. Tree Preservation. In constructing any residential dwelling or other improvement on a lot, same shall be accomplished in a manner which will minimize the destruction of trees. In any event no clear cutting of any lot is permitted. It is the intent of the Association to assure the maximum preservation of trees in the Properties. Therefore, approval of all site plans, showing a location of all existing trees that will be removed in the construction of any improvements, shall be obtained from the Environmental Control Committee prior to commencement of construction.

Section 12. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any Lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick, drilling rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted on any Lot or parcel.

Section 13. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easement granted by the Developer pursuant to Article IV, Section 6, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement are of each Lot, tract or parcel and all permitted improvements within said easement areas shall be maintained continuously by the Owner of the Lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible.

Section 14. Encroachment on Lots. In the event that any portion of any roadway, drainageway, water lines, sewer lines, utility lines, or any other structure as originally constructed by Developer or its designee, successor or assign encroaches on any Lot, it shall be deemed that the Owner of such Lot has granted a perpetual easement to the Owner of the adjoining Lot or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, water line, sewer line, utility line, or structure. The foregoing shall also apply to any replacements of any such roadway, drainageway, water lines, sewer lines, utility lines, or structure if same are constructed in substantial conformance to the original. Other encroachments may be maintained as herein provided. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 15. Custodial Care. It is understood and agreed that said premises may not and shall not be used for convalescing or custodial care as a home occupation.

Section 16. Prohibition of Firearms. No firearms may be discharged within the Properties except when necessary for personal protection. In addition, no hunting is permitted within the Properties.

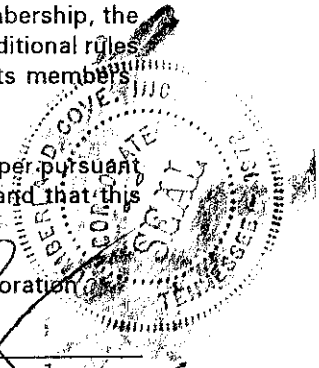
Section 17. Additional Rules and Regulations. So long as it retains Class "B" Membership, the Developer, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members. Such rules and regulations shall be included in the Bylaws.

It is hereby acknowledged this Amendment is made by the undersigned as Developer pursuant to the authority granted the Developer to amend the Declarations as provided therein, and that this Amendment is made prior to the "Turnover" as set forth in the various Declarations.

WITNESSES:

[Signature]
[Signature]

Cumberland Cove, Inc., a Tennessee corporation
By: [Signature]
Marcia H. Langley
Vice President
(Title of Person Signing)



STATE OF FLORIDA

SS:

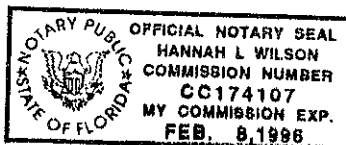
COUNTY OF DADE

Before me, a Notary Public of the State and County mentioned, personally appeared Marcia H. Langley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Cumberland Cove, Inc. a Tennessee corporation, the within named bargainor, and that ~~he~~ she as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by ~~himself~~ herself as Vice President.

Witness my hand and seal, at office in Miami, in the County of Dade, State of Florida, this 12th day of May, 1994.

[Signature]
Notary Public Hannah L. Wilson

EAS/CUMB/DECAMEND.1
1/19/94



JOINDER

THE UNDERSIGNED, being the Property Owners' Associations named in the Declarations referred to above, hereby join in and consent to the foregoing Amendment.

WITNESSES:

Cumberland Cove Unit One Property Owners' Association, Inc. a Tennessee corporation not-for profit

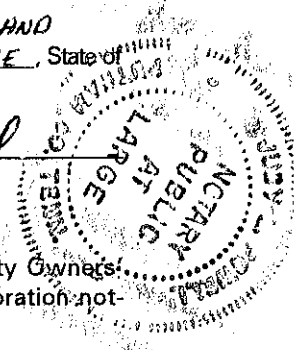
Helen F. Thompson
Jeff Norwood

By: Marvin Badger
President
(Title of Person Signing)

STATE OF Tennessee
SS:
COUNTY OF Cumberland - At Large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit One Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as President.

Witness my hand and seal, at office in Monterey, TN, in the County of AT LARGE, State of Tennessee, this 10th day of May, 1994.
Comm. Expires: 12-28-1997
Judy L. Powell
Notary Public



WITNESSES:

Cumberland Cove Unit Two Property Owners' Association, Inc. a Tennessee corporation not-for profit

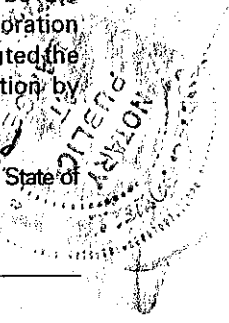
Helen F. Thompson
Jeff Norwood

By: Marvin Badger
President
(Title of Person Signing)

STATE OF Tennessee
SS:
COUNTY OF Cumberland - At Large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Two Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as President.

Witness my hand and seal, at office in Monterey, in the County of At Large, State of Tennessee, this 10th day of May, 1994.
Comm. Expires: 12-28-1997
Judy L. Powell
Notary Public



WITNESSES:

Helen Y. Thompson
Jeff H. Nurrell

Cumberland Cove Unit Three Property Owners' Association, Inc. a Tennessee corporation not-for profit

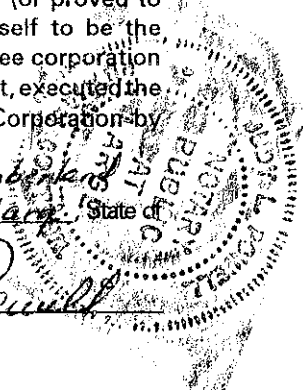
By: Marvin Badger
President
(Title of Person Signing)

STATE OF Tennessee
SS:
COUNTY OF Cumberland, At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Three Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such _____ President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _____ President.

Witness my hand and seal, at office in Monterey, in the County of At Large, State of _____, this 10th day of May, 1994.

Comm. expires: 12-28-1997

Judy L. Powell
Notary Public


WITNESSES:

Helen Y. Thompson
Jeff H. Nurrell

Cumberland Cove Unit Four Property Owners' Association, Inc. a Tennessee corporation not-for profit

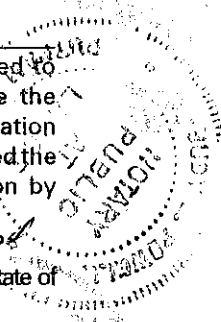
By: Marvin Badger
President
(Title of Person Signing)

STATE OF Tennessee
SS:
COUNTY OF Cumberland - At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Four Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such _____ President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _____ President.

Witness my hand and seal, at office in Monterey, in the County of At large, State of Tennessee, this 10th day of May, 1994.

Comm. expires: 12-28-1997

Judy L. Powell
Notary Public


WITNESSES:

Helen F. Thompson
Jeff Nason

Cumberland Cove Unit Five Property Owners' Association, Inc. a Tennessee corporation not-for profit

By: Marvin Badger
President
(Title of Person Signing)

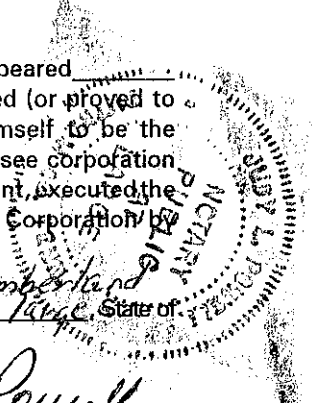
STATE OF Tennessee
COUNTY OF Cumberland ^{SS:} - At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Five Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as President.

Witness my hand and seal, at office in Monterey, in the County of At large, State of Tennessee, this 10th day of May, 1994.

Comm. Expires: 12-28-1997

Judy L. Powell
Notary Public



WITNESSES:

Helen F. Thompson
Jeff Nason

Cumberland Cove Unit Six Property Owners' Association, Inc. a Tennessee corporation not-for profit

By: Marvin Badger
President
(Title of Person Signing)

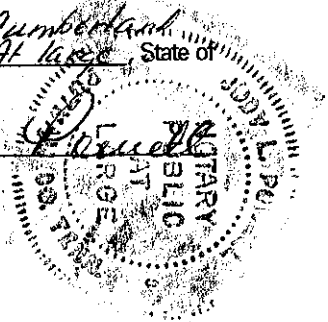
STATE OF Tennessee
COUNTY OF Cumberland ^{SS:} - At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Six Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as President.

Witness my hand and seal, at office in Monterey, in the County of At large, State of Tennessee, this 10th day of May, 1994.

Comm. Expires: 12-28-1997

Judy L. Powell
Notary Public



WITNESSES:

Helen F. Thompson
Jeff Norwood

Cumberland Cove Unit Seven Property Owners' Association, Inc. a Tennessee corporation not-for profit

By: Marvin Badger
President
(Title of Person Signing)

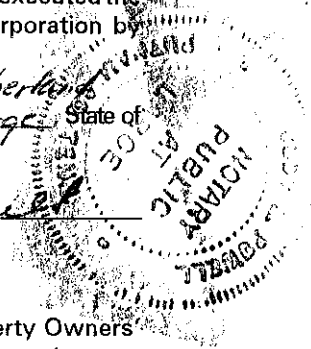
STATE OF Tennessee
COUNTY OF Cumberland ^{SS:} -At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Seven Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such _____ President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _____ President.

Witness my hand and seal, at office in Monterey, in the County of At large, State of Tennessee, this 10th day of May, 1994.

Comm. Expires: 12-28-1997

Judy L. Powell
Notary Public



WITNESSES:

Helen F. Thompson
Jeff Norwood

Cumberland Cove Unit Eight Property Owners' Association, Inc. a Tennessee corporation not-for profit

By: Marvin Badger
President
(Title of Person Signing)

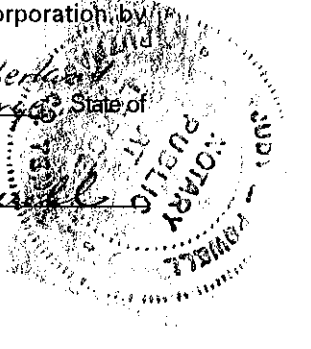
STATE OF Tennessee
COUNTY OF Cumberland ^{SS:} -At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Eight Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such _____ President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _____ President.

Witness my hand and seal, at office in Monterey, in the County of At large, State of Tennessee, this 10th day of May, 1994.

Comm. Expires: 12-28-1997

Judy L. Powell
Notary Public



WITNESSES:

Walter F. Thompson
Jeff A. Noland

Cumberland Cove Unit Nine Property Owners' Association, Inc. a Tennessee corporation not-for profit

By: Marvin Badger
President
(Title of Person Signing)

STATE OF Tennessee
SS:
COUNTY OF Cumberland - At large

Before me, a Notary Public of the State and County mentioned, personally appeared Marvin Badger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Cumberland Cove Unit Nine Property Owners' Association, Inc. a Tennessee corporation not-for profit, the within named bargainer, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as President.

Witness my hand and seal, at office in Monteagle, in the County of At large, State of Tennessee, this 10th day of May, 1994.

Comm. Expires: 12-28-1997

Monteagle
Cumberland
NOTARY PUBLIC
AT LARGE
STATE OF TENNESSEE

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in
Note Book 18 Page 342 At 1:18 O'clock P.M. 5-31-1994
and recorded in WB Book 348 Page 327
State Tax Paid \$ Fee
Recording Fee 36.00 Total 36.00 Receipt No. 1171
Opal Brumie Register

State of Tennessee, County of CUMBERLAND
Received for record the 01 day of
JUNE 1994 at 1:34PM. (RECN 12224)
Recorded in official records
Book D469 Page 20-28
Notebook 8 Page 828
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 36.00, Total \$ 36.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register MISTY H. GRAHAM