



This document presented and filed:  
04/13/2015 11:43:42 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC

↓  
Return to: Pym

**AMENDMENT TO COVENANTS AND RESTRICTIONS  
FOR CUMMINGS COVE**

This AMENDMENT TO COVENANTS AND RESTRICTIONS FOR CUMMINGS COVE is made this 25<sup>th</sup> of February, 2015, by CUMMINGS COVE COMPANY, LLC, a Florida Limited Liability Company, hereinafter call "Developer".

**WITNESSETH:**

WHEREAS, that property known as CUMMINGS COVE was subjected to the Covenants and Restrictions on May 7, 1985, recorded in Deed Book 658 at page 44, Henderson County Registry, which covenants were supplemented by instrument recorded in Deed Book 723 at Page 767, Henderson County Registry and Restatement and Amendment recorded in Deed Book 1036 Page 499, Henderson County Registry; restated in that Restatement and Amendment to Covenants and Restrictions dated May 12, 2009 and recorded in Deed Book 1395, Page 171, and in Restatement and Amendment to Covenants and Restrictions dated March 13, 2012 and recorded in Deed Book 1490, Page 197, and further amended by Amendment to Covenants and Restrictions for Cummings Cove, recorded July 17, 2012 in Deed Book 1502, Page 366, and Amendment to Covenants and Restrictions for Cummings Cove recorded on September 11, 2013 in Deed Book 1547, Page 15, all in the Henderson County Registry.

WHEREAS, all property recorded in Deed Book 954 at Page 369, Henderson County Registry, and Deed Book 963 at Page 345, Henderson County Registry, and all property shown on Plats currently recorded at the Henderson County Registry for Cummings Cove and on all Plats for Cummings Cove recorded in the future are hereby made subject to this Restatement and Amendment to Covenants and Restrictions; and

WHEREAS, there are certain additional restrictions that pertain to only certain parts or neighborhoods of the development, such as townhouses and condominiums. These additional restrictions are not being amended by this Restatement and Amendment to Covenants and Restrictions. Any reference, however, to the original Covenants and Restriction recorded in Deed Book 658 at Page 44, Henderson County Registry are replaced by this Restatement and Amendment to Covenants and Restrictions; and

WHEREAS, the Covenants and Restrictions for Cummings Cove, both originally and as amended, provides that the Developer may change said covenants in whole or in part; and

WHEREAS, the undersigned is the Developer; and

WHEREAS, said undersigned Developer hereby amends said covenants; and

WHEREAS, this Amendment is intended to and shall supercede and replace in their entirety only certain provisions of that Restatement and Amendment to Covenants and Restrictions for Cummings Cove which is of record in Deed Book 1490, Page 197 in the office of the Register of Deeds for Henderson County, North Carolina, as the same may have been previously amended and except as explicitly and specifically amended herein the said Restatement and Amendment to Covenants and Restrictions for Cummings Cove shall remain in full force and effect.

NOW, THEREFORE, the Developer does hereby make and establish the following Amendment to Covenants and Restrictions for Cummings Cove and declares that all property recorded in Deed Book 954 at page 369, Henderson County Registry, and Deed Book 963 at Page 345, Henderson County Registry, and all property shown on Plats currently recorded at the Henderson County Registry for Cummings Cove and on all Plats for Cummings Cove recorded in the future, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

### AMENDMENT TO ARTICLE III

Paragraph 3.4.1 shall be added to Section 3.4 as follows:

**3.4.1 Certain annual fees shall be equal.** The annual fee for a social membership for each Lot shall be the same. The annual fee for a social membership for each Dwelling Unit shall be the same. The amounts of the annual fees for a social membership for Lots and those for Dwelling Units may differ from one another

### AMENDMENT TO ARTICLE V

Section 5.8 is deleted in its entirety, and in its place the following shall be substituted:

**5.8 Certain Assessments Shall Be Equal.** The amount of all Periodic and Special Assessments for each Lot shall be the same. The amount of all Periodic and Special Assessments for each Dwelling Unit shall be the same. The amounts of Periodic and Special Assessments imposed upon Lots and those imposed upon Dwelling Units may differ from one another.

**5.8.1 Multiple Lots.** All Periodic and Special Assessments shall be upon a per Lot basis unless two or more Lots have been

recombined in a recorded deed, never to be subdivided, in which case the recombined lot would be assessed as one Lot.

**AMENDMENT TO ARTICLE IX**

Section 9.4, paragraph 9.4.1 is deleted in its entirety, and in its place the following shall be substituted:

**9.4.1 Commercial and Recreational Vehicles, Boats and Campers.** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailer (either with or without wheels), campers, camper trailers, boats and other watercraft, boat trailers and golf carts shall be parked only in enclosed garages or areas, if any designated by the board. In addition, one (1) golf cart may be parked in a designated parking area adjacent to any Dwelling Unit that does not contain a garage so long as the golf cart is covered at all times when it is not in use, and only one(1) golf cart per Dwelling Unit may be parked outside. The required cover shall be in addition to any driving weather cover, shall cover a majority of the golf cart, and shall be of a color compliant with the color scheme approved by the DRB. Both the designated location and the required cover must be pre-approved in writing by the DRB.

IN WITNESS WHEREOF, this Amendment to Covenants and Restrictions for Cummings Cove has been signed by Developer, the day and year first above set forth. The undersigned Managing Member signs for and on behalf of Developer, with full authority to do so from all of the general partners of Developer.

CUMMINGS COVE COMPANY, LLC

By:  (SEAL)  
CUMMINGS COVE COMPANY, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

On the 25<sup>th</sup> day of February, 2015, before me personally appeared SHANNON R. GINN, to me known, who being by me duly sworn, deposes and says that he is the Managing Member of CUMMINGS COVE COMPANY, LLC., a Florida Limited Liability Company, and that the seals affixed to the foregoing instrument in writing are the seals of CUMMINGS COVE COMPANY, LLC, and that the writings have been signed by him on behalf of CUMMINGS COVE COMPANY, LLC.

WITNESS my hand and notarial seal, this the 25<sup>th</sup> day of February, 2015.

Debbie L Hill

Notary Public

My Commission Expires: 11/30/2018

