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WILLIAM LEE KING, Henderson COUNTY, NC

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

This AMENDMENT TO COVENANTS AND RESTRICTIONS FOR CUMMINGS COVE is made this ____ of September, 2018, by CUMMINGS COVE Company, LLC, a Florida Limited Liability Company, hereinafter called "Developer."

WITNESSETH:

WHEREAS, that property known as CUMMINGS COVE was subjected to those Covenants and Restrictions, recorded on May 7, 1985, 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, Amendment to Covenants and Restrictions for Cummings Cove recorded on September 11, 2013 in Deed Book 1547, Page 15, and by Amendment to Covenants and Restrictions for Cummings Cove recorded on April 13, 2015, in Deed Book 1612, Page 677, 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 made subject to this 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 add 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 I

Article I shall be amended by adding Paragraph 1.19.1 as follows:

1.19.1 Temporary Rental shall mean occupation of a Dwelling Unit by a non-Owner in exchange for rent or any other value.

AMENDMENT TO ARTICLE IX

Paragraph 9.15 shall be added as follows:

9.15 Restrictions on Temporary Rentals.

9.15.1 Minimum Rental Period. The minimum rental period allowed for a Temporary Rental is one (1) month. Shorter term Temporary Rentals are allowed only in order to facilitate the transfer of a Dwelling Unit (i.e. before/after closing the sale of a Dwelling Unit).

9.15.2 Maximum Number of Rentals Per Year. A Dwelling Unit in Cummings Cove shall not be used for or as a Temporary Rental more than five (5) times during any calendar year.

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

CUMMINGS COVE COMPANY, LLC

By:


 (SEAL)
CUMMINGS COVE COMPANY, Managing Member

STATE OF North Carolina

COUNTY OF Henderson

On the 24 day of Sept, 2018, 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 24 day of Sept, 2018.


Notary Public

My Commission Expires: 5/20/22

NANCY E. TRAHAN
NOTARY PUBLIC
Henderson County
North Carolina
My Commission Expires May 20, 2022