

Prepared by and Mail to: Adam J. Marshall: Black, Slaughter and Black, P.A.
P.O. Box 41027, Greensboro, NC 27404

WAKE COUNTY
NORTH CAROLINA

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF MORNINGTON ESTATES
HOME OWNERS ASSOCIATION, INC.
(AKA MORNINGTON SUBDIVISION)**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MORNINGTON ESTATES HOME OWNERS ASSOCIATION, INC. is made this 25 day of June, 2020, by 5908-5909 Rock Service Station Rd, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant subjected MORNINGTON ESTATES (the "Property") to the Declaration of Covenants, Conditions and Restrictions for Mornington Estates Home Owners Association, Inc. recorded in Deed Book 16673, Page 377 and re-recorded in Book 16715, Page 2167 of the Wake County Registry (the "Declaration") and amendments to the same (collectively, including the Declaration, the "Declaration"), listed as follows:

- a) Book of 16673, Page 377
- b) Book 16715, Page 2167
- c) Book 17694, Page 2734
- d) Book 17725, Page 1075

WHEREAS, the Declaration applies to and runs with the land described in the Map Books of the Wake County Register of Deeds, including the following:

- a) BM 2017, Pages 126-128
- b) BM 2019, Pages 2203-2205
- c) BM 2020, Pages 108-110
- d) BM 2020, Page 482

WHEREAS, the Declaration provides in Article XIII, Section 3 that "during any period in which a two class voting structure is in effect, Declarant may amend this Declaration without the approval of any other Member provided, the amendment does not materially alter or change any Owner's right to use and enjoyment of such Owner's Lot or of the Common Area as set forth in this Declaration and the amendment does not adversely affect the title to any Lot"; and

Submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

WHEREAS, this Amendment is not intended to alter or change any Owner's right to the use and enjoyment of such Owner's Lot or Common Area as set forth in the Declaration nor does the Declarant assert any adverse claim on title;

NOW THEREFORE, the Declaration for Mornington Estates is hereby amended by Declarant by:

1. Article V Covenant for Assessments, Section 5, is amended to read as follows:

5. Capital Contribution. Upon the first sale of each and every Lot to an Owner who will individually or through tenants or assigns occupy a Lot, an initial capital contribution in the amount of \$500.00 shall be collected at the closing of such sale for the benefit of the Association. Such capital contribution can be commingled with other Assessments, and shall be maintained and applied for operating/working capital expenses.

2. Article VII Maintenance and Service, Section 2 is amended to read as follows:

2. Maintenance by Owners:

a. The Owner of each Lot shall maintain the grounds and improvements situated on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner. Examples of required maintenance include, but are not limited to, removing excessive mold, mildew, and stains from driveways; removing mold and mildew from all exterior improvements and structures, including the dwelling; maintaining, repairing and replacing wood and exteriors of all improvements and structures (including the dwelling) on the Lot, which shall include cleaning and painting so as to prevent unclean, chipping, peeling and faded paint; maintaining, repairing and replacing warped, cracked or missing fence pickets; maintaining, repairing and replacing window screens that are warped buckled, torn, or deteriorated. Provided, however, the external appearance of such maintenance, repairs or replacement shall be subject to the regulation and control of the Declarant or the Association has provided in this Declaration. Each Owner of a Lot shall be responsible for replacement and construction of improvements on his or her Lot required because of damage or destruction by fire or other casualty.

b. Should an Owner fail to discharge his maintenance, repair or replacement responsibilities in a reasonable and prudent manner to standards harmonious with that of other Lots in the Subdivision, as determined by the Declaims in its discretion or, after the Declarant owns no portion of the Property, by the Association, then the Declarant (or Association, if appropriate) in its discretion may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at his address, specified in his contract to purchase such Lot and by posting such notice on the Lot. If the Owner has not complied with the notice within ten (10) days thereafter, the Association shall have the right to cause such maintenance, repair or replacement to be performed and to charge the cost thereof as part of and in addition to the regular Assessment attributable to the Lot and provided for in this Declaration, notwithstanding any provision to the contrary contained herein. Should an Owner fail to pay any charge billed in accordance with this subparagraph (b) within fifteen (15) days of such billing, then the Association shall have the right to levy fines and to claim a lien against the Lot and to foreclose such lien, all as provided for in Article V of this Declaration. No such entry as provided herein shall be deemed a trespass.

3. Article VIII Use Restrictions, Sections 3, 9, 14, 15, 24, and 25 are amended to read as follows:

3. Animals.

a. No animals, livestock, or poultry, except as stated in (b), of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats or other usual or common household pets in a reasonable number as determined by the Board of Directors, may be kept on a Lot. Notwithstanding the above, those pets or chickens as stated in (b) which, in the sole discretion of the Board of Directors, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of any Lot or the owner of any property located adjacent to the Subdivision, may be removed by the Board. No pets shall be kept, bred or maintained for commercial purposes. Without prejudice to the Board of Directors' right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Subdivision. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for such structure have been approved by the ACC as provided in Article VI of the Declaration. No pet shall be permitted to run free without the presence and supervision of its Owner. All Owners must use a leash when walking a pet, and must clean up after said pet. No pet run shall be constructed or maintained on any Lot. Notwithstanding the foregoing, in no event shall more than three (3) dogs or cats be maintained on any Lot. Pets shall be kept indoors and no pet shall be kept chained or tied outdoors except temporarily and for periods not to exceed two (2) daylight hours during any one day.

b. Those Lots located in Phase 2 of the Subdivision as recorded in Book of Maps 2019, Page 2203-2205 shall be allowed to maintain no more than five (5) chickens on their Lot. No roosters shall be allowed. All chickens must be kept enclosed within a fenced rear yard at all times. No chicken coop/house shall be constructed, placed or altered on any Lot unless located within a rear fenced yard and plans and specifications for such structure have been approved by the ACC as provided in Article VI of the Declaration. In no case shall more than one (1) chicken coop/house be approved.

9. Signs. No sign of any kind shall be displayed by an Owner or occupant within the Subdivision without the prior written consent of the ACC except (a) signs used by the Declarant to advertise lots for sale during the construction and sales period, (b) signs expressing support for or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be erected on a Lot earlier than sixty (60) days prior to such election and shall be removed within seven (7) days after such election, (c) professional security signs not to exceed two square feet and consistent with the community-wide standard, (d) any signs required by legal proceedings, and (e) reasonable and appropriate signs erected by the Board of Directors. In connection with a bona-fide offer to sell or lease a Lot or residence, one professionally lettered "For Sale" or "For Rent" sign consistent with the community-wide standard shall be permitted. No sign shall be attached to any tree, light post, or utility pole.

14. Landscaping, Trash and Vegetation.

a. Any addition or alteration to a Lot which makes a noticeable change from the street or which might cause erosion, requires approval in advance, i.e., retaining walls, landscape timbers, rail road ties, adding or removing trees and/or shrubs. Landscaping should relate to the existing terrain and natural features of the lots. Allowable plant bet materials include black or brown pine needles, mulch or wood chips.

b. No trash, rubbish, recyclable materials, garbage or other waste material shall be kept or permitted upon any lot, except in sanitary containers (garbage cans or recycling bins) located in the Owner's garage or an appropriate area screened and concealed from view from the street.

c. No weeds, vegetation, rubbish debris, or materials of any kind whatsoever shall be allowed to accumulate on any portion of the lot which would render it unsanitary, unsightly, offensive, or detrimental to any other property. No empty or cracked pots shall be kept in front of the rear building line of the dwelling, and the same shall not be visible from the street.

- d. Outside burning of trash, leaves, debris or other materials is not permitted.
- e. Compost must be fully contained in an air tight container and not be visible from any street or common area.
- f. Building materials and equipment used for architectural improvements, as approved by the ACC or Board, should not be stored where visible from the street for more than thirty (30) days.
- g. Lawns must be mowed and maintained on a weekly basis during the growing season. At no time shall grass be allowed to reach a height of six (6) inches in height.
- h. Shrubbery and other plantings must be kept neat and trimmed as to appear neat and attractive. All landscaping must be kept in a healthy condition. Foundations must be screened with evergreen landscaping as approved by the ACC. Landscaping along the foundation of any dwelling must be trimmed to allow for visibility of two-thirds (2/3) of first floor windows.
- i. Dirt yards, yards with large dirt patches, or yards that are consumed with weeds are prohibited. The Owner is responsible for maintaining a healthy lawn that is neat and attractive.
- j. All Lots must have a minimum of two (2) front yard trees which shall be at a minimum twelve feet (12') apart.

15. Garbage Cans, Woodpiles, Etc. All trash cans, debris and similar items (including but not limited to woodpiles, branch accumulation, and yard waste), shall be kept or screened from view of neighboring lots, streets and adjacent property; provided, however, if rubbish, garbage or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on the evening before a pickup as necessary to provide access to persons making such pick-up. Garbage can screens should be consistent with the color of the dwelling, or left in a natural treated wood. All trash, rubbish, debris, and similar items, shall be regularly removed (no less frequently than weekly) and shall not be allowed to accumulate. Trash, garbage or other waste may not be burned within the Subdivision except by Declarant during construction.

24. Lighting. Except as may be permitted by the ACC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light and low level decorative lighting only along sidewalks, front doors and planting beds surrounding the dwelling; (c) street lights in conformity with an established street lighting program for the Subdivision; (d) seasonal decorative lights from Thanksgiving to the following January 15; (e) front house illumination of model homes; or (f) for all other holiday or special occasion decorations on a temporary basis. Additional lighting must be approved in advance by the Board of Directors or the ACC. All lighting must be kept in working order, which includes working light bulbs.

25. Artificial Vegetation, Exterior Sculpture, Exterior Statuary and Similar Items. No artificial vegetation or plastic animal decorations, such as pink flamingos, etc., shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, bird baths, bird houses and similar items must be approved by the ACC. Exterior sculpture, fountains, bird baths, bird houses and similar items must be located behind the rear building line of the dwelling. Permanent, free standing flag poles are prohibited. Temporary flagpole staffs that do not exceed six feet (6') in length and are attached at an incline to the wall or pillar of the dwelling do not require ACC approval. Seasonal, holiday, decorative flags, the U.S. and N.C. Flags are permitted to be displayed.

All other terms and conditions contained in the Declaration or amendments to the Declaration shall remain unchanged.

5908-5909 Rock Service Station Rd, LLC

By: _____

Printed Name: _____

Title: Manager

STATE OF NY
COUNTY OF NY

I, a Notary Public of the County and State aforesaid, certify that Donald Denihan personally came before me this day and acknowledged that he/she is the Manager of 5908-5909 Rock Service Station Rd, LLC, and North Carolina limited liability company, and that that he/she, Manager, being authorized to do so, executed the foregoing in the capacity indicated.

WITNESS my hand and official stamp or seal, this 25 day of June, 20 20

Brenda Laverde
Notary Public

Brenda Laverde
Printed Name

My commission expires: 2/4/2023

BRENDA LAVERDE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6386807
Qualified in New York County
My Commission Expires 02-04-2023

