

Drawn by and mail to:
GWYNN, EDWARDS & GETTER PA
900 Ridgefield Drive, Ste. 150
Raleigh, NC 27609

STATE OF NC
COUNTY OF WAKE

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

This Amendment is made this 10 day of December 2024, by **5908-5909 Rock Service Station Rd, LLC**, a North Carolina limited liability company organized and existing under the laws of North Carolina, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, Declarant has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions, Easements, Charges, and Liens for Mornington Estates Subdivision in Book 16673, Page 377, Wake County Registry, and re-recorded in Book 16715, Page 2167, Wake County Registry, as modified in Book 17694, Page 2734; Book 17725, Page 1075; Book 17945, Page 2614; Book 18755, Page 1006; Book 18856, Page 284, Book 19114, Page 1728, and Book 19512, Page 1729, hereinafter referred to as the "Declaration"; and

WHEREAS, 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 and the amendment does not adversely affect the title to any Lot"; and

WHEREAS, this Amendment is not intended to alter or change any Owner's right to us and enjoyment of such Owner's Lot or Common Area as set forth in the Declaration nor does 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 \$1500.00 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 VIII Use Restrictions, Section 8, is amended to read as follows:

8. Fences. Fences. No fence or wall of any kind shall be erected, placed or maintained upon any portion of the Subdivision, including any Lot, unless and until plans and specification showing at least the nature, kind, shape, height, materials, color, texture and placement of such fence or wall have been submitted in writing to, and approved in writing by, the ACC as provided in Article VI. No fence or wall shall be erected on a Single Family Lot closer to the street than the side street setback or the front of the building facade except for temporary decorative fencing installed by the builder on a model home. No "blockade style", "stockade style", privacy fences, or fences with less than 20% open space across the facing of the fence, will be permitted, unless prior approval is granted. Fences may not exceed 72" in height and generally follow the contour of the land. AU rails and posts should be placed in a manner so that the finished planks are viewed from the street and the adjoining Lot owners, rather than the structural supports. If a neighbor has an existing fence in place, Owners must connect the fence to the existing fence to eliminate any maintenance issues in between the fences.

Fences may be placed along a Lot's property lines, with a one-inch (1") setback from the line. Adjoining Lot Owners are expressly allowed to connect their fencing to the neighboring fence, provided that the neighboring fence is located no more than fifteen inches (15") inside the property line. Fences may be located in the rear yard and must not extend toward the front of the house past the rear corner of the house. Corner lots may have fences that do not extend more than six feet (6') from the side of the house, and fences may extend no closer than twelve feet (12') to the curb on the side of the street. If the house contains a garage with a side door, then the fence may extend from the rear to the front of the house far enough to permit access front the side door to the fenced yard area. Fences on corner lots must be setback a minimum of fifteen feet (15') from the side street right-of-way or no closer to the street than the side yard setback line, whichever is greater.

The ACC may issue guidelines detailing acceptable fence styles, but in no event may an uncoated chain, barbed wire, or vinyl fence be approved. Fences must be sturdily constructed so as not to sag over time. Fences may not block the flow of surface drainage or interfere with storm drain structures. Fences may not block access to sanitary sewer manholes. Notwithstanding anything provided herein to the contrary, the Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board of Directors at any location on the Common Area.

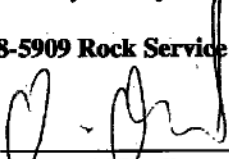
Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or to any fence installed by the Declarant or Builder.

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

[Signature pages to follow]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officer as of the day and year first above written.

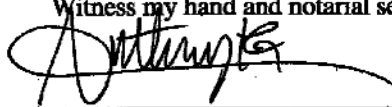
5908-5909 Rock Service Station Rd, LLC

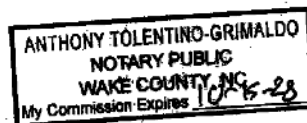
By: 
Name: Donald Denihan
Title: Manager

STATE OF NC
COUNTY OF Wake

I, Anthony Tolentino-Grimaldo, a Notary Public for said County and State, certify that Donald Denihan personally came before me this day and acknowledged that he is Manager of **5908-5909 Rock Service Station Rd, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this 10th day of December, 2024.


Notary Public
My Commission Expires: 10-15-28



E-recording Report of Recorded Documents
Itemized Fee View

Prepared for: Gwynn, Edwards & Getter, PA (NCTPL4)
Cost center: NCTPL4
Report generated: 12/11/2024 09:33 AM MST

Documents Recorded

NAME	TYPE	PG	ENTRY	RECORD DATE	AMT	SF	TOTAL	PROCESSED
Wake County, NC								
Dec 11, 2024								
Mornington Estates Amendment (AG/MB)	Other / See Instrument	4	B 019784 P 00791	12/11/2024 11:06 AM EST	Recording Fee	4.75	30.75	12/11/2024
3048_001					No fee	0.00	0.00	12/11/2024
						26.00	4.75 30.75	
						26.00	4.75 30.75	
						26.00	4.75 30.75	
Totals for Wake County, NC								

Recording Fee Totals

COUNTY	RECORD DATE	AMT	SF	TOTAL
Wake County, NC	12/11/2024	26.00	4.75	30.75
Totals for Wake County, NC		26.00	4.75	30.75
Total of All Recording Fees				
		26.00	4.75	30.75

Document Count: 1
Package Count: 1

Questions Contact:
Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604