WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
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Prepared by and return to: Hamrick & Galanis, PLLC
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NORTH CAROLINA
WAKE COUNTY

RESTRICTIVE COVENANTS FOR BAILEY MEADOWS SUBDIVISION

THIS DECLARATION is made and executed this 14th day of December, 2023, by ***Watt Development Corporation***;

W I T N E S S E T H:

THAT WHEREAS, Watt Development Corporation (hereinafter referred to as the "Declarant"), is the owner and developer of the lands hereinafter described, and desires to declare and place the restrictions hereinafter described upon the development, improvement, and use thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms, and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said property, that the property and each and every lot described below are hereby made subject to the following Restrictive Covenants as to the development, improvement, and use thereof, by whomsoever owned. The real property to which these Restrictive Covenants shall be applicable being described as follows:

> ***BEING*** all of Lots 1-5 and 14-18, Phase One, of Bailey Meadows Subdivision, as said lots are shown on map recorded in Book of Maps 2023, Pages 2204-2205, Wake County Registry.

ARTICLE I

Real Property. The real property hereinabove described is subject to the protective covenants and restrictions hereby declared to ensure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of

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

poorly designed or proportioned structures; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

Bailey Meadows Property Owners Association. Bailey Meadows Property Owners Association shall be composed of two (2) persons designated and appointed by the Declarant or such person, firm, or corporation to whom the Declarant has expressly assigned this right. The initial Bailey Meadows Property Owners Association shall be comprised of Ronald R. Watt. When all lots in Bailey Meadows Subdivision have been sold or the North Carolina Department of Transportation has added the subdivision roads to the state maintenance system, the initial Bailey Meadows Property Owners Association shall dissolve, and the original members of said initial Association will have no further duties or responsibilities as a member of the Bailey Meadows Property Owners Association. Once the initial Bailey Meadows Property Owners Association is dissolved, the owners of the lots in the subdivision may, by a majority vote, form a permanent Bailey Meadows Property Owners Association, to be comprised of three (3) homeowners, all whom must reside in Bailey Meadows Subdivision. The permanent Bailey Meadows Property Owners Association shall be granted the rights and responsibilities given to the initial Bailey Meadows Property Owners Association. The permanent members of the Association shall be elected semi-annually in January of each year. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors and the Bailey Meadows Property Owners Association.

ARTICLE III

Land Use and Building Type. Except as provided herein, no lot shall be used except for single-family residential purposes, except the Declarant or its designees may maintain a temporary business office and a model home on a lot. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height; a private garage for not less than two (2) cars, but not more than three (3) cars; and (with the approval of the Bailey Meadows Property Owners Association and in compliance with Wake County regulations) an accessory building or structure for storage or other appropriate residential uses, not in excess of two hundred fifty (250) square feet in area. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street. Motor homes, RV's, Campers, battery powered golf carts, Travel and work related trailers must have Association approval. All monuments must have Association approval.

ARTICLE IV

Building Design. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of every such building have been approved by the Bailey Meadows Property Owners Association, in writing, as to conformity and harmony of external design with existing structures in the subdivision, including, without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation. In the event the Association fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Members of the Association shall not be entitled to any compensation for services performed pursuant to this covenant. Only brick and block foundations with crawl spaces shall be permitted. Manufactured and modular housing is prohibited on all lots. With Bailey Meadows Property Owners Association approval, a detached storage building may be built off site and transported to the lot, provided it complies with this article. All single-family residences shall be stick built on site, except that panelized walls, roof trusses and pre-engineered floor joists are permissible with Bailey Meadows Property Owners Association approval. Watt Development Corporation retains the sole approval authority on all new construction for as long as there are vacant lots.

ARTICLE V

Dwelling Size. The living area of the main residential structure, exclusive of porches, garages, and basements, shall not be less than two thousand three hundred (2300) square feet for any approved residential structure. See Article III for additional detached garage. No more than one (1) dwelling shall be built on any lot or building site. All driveways are to be constructed of poured concrete.

ARTICLE VI

Building Location. All building locations must have Bailey Meadows Property Owners Association approval and must meet minimum Wake County setback requirements. Detached accessory buildings and detached garages must have their location approved by the Bailey Meadows Property Owners Association. Nothing herein shall mean that the Bailey Meadows Property Owners Association cannot withhold its approval of the location of a building, regardless of the fact that such building meets minimum Wake County setback requirements.

ARTICLE VII

Lot Area and Width. All lots as shown on the recorded map hereinabove referred to are hereby approved. Adjustments may be made, however, in the line between any two (2) lots so long as the area of any lot is not reduced by more than ten (10%) percent and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side-line clearances from old lot lines shall no longer be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective, unless approved by the developer.

ARTICLE VIII

Easements. Easements for installation and maintenance of utilities, drainage facilities, and sign and landscape easements are reserved as shown on the recorded plat. Within the utility and drainage easements, no structures, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, change the direction of flow of drainage channels in the easement, or obstruct or retard the flow of water through drainage channels in the easements. Easements may not be piped without receiving plan approval from Wake County. It shall be the responsibility of the property owners to maintain the drainage easements located on their lot. It shall be the responsibility of the Bailey Meadows Property Owners Association to maintain the areas designated as BMPs on the recorded map.

For the maintenance of the BMP areas shown on the recorded map and the sign and landscape easements, the Association shall:

(1) Make routine inspections for compliance with Wake County regulations.
(2) Determine an annual budget for each calendar year and set the amount of the voluntary dues to be collected from the property owners.
(3) Hire and supervise landscaping and maintenance of the entrance to the subdivision and BMP areas.

A 10' Greenway easement is reserved, with access from the Mitchell Mill Road Investors, LLC subdivision, presently having Wake County Tax REID 0494208 and 0007593. The Bailey Meadows Subdivision Homeowners' Association shall be responsible for maintenance and improvements to this easement.

ARTICLE IX

Business, Manufacturing, Commercial, and Professional Uses Prohibited; Nuisances Prohibited. Except as hereinafter provided, no part of said property shall be used for business, manufacturing, commercial, or professional purposes. All in-house businesses

must be approved, in writing, by the Bailey Meadows Property Owners Association, with a written proposal being submitted by the lot owner to the Bailey Meadows Property Owners Association prior to approval. Upon such approval by the Bailey Meadows Property Owners Association, in-house businesses may be conducted so long as:

a) The business is conducted by the homeowners or occupants of the house.

b) Vehicular traffic associated with said business must be kept to a minimum, as determined solely by the Bailey Meadows Property Owners Association.

c) Examples of in-house businesses are general contractors, real estate agents, architects, and other such similar professionals. In-house daycare is prohibited. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Except as herein above provided, no signs or billboards shall be erected or maintained on the premises other than temporary For Sale signs. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE X

Temporary Structures; Satellite Dishes. No exterior structure, except a private garage for not less than two (2) cars, but not more than three (3) cars, and an accessory building or structure as authorized by the provisions of Article III shall be erected or placed on any lot covered by these covenants. No detached garage or other structure shall at any time be used for human habitation, either temporarily or permanently. Satellite dishes shall be allowed on the premises only in locations approved by the Bailey Meadows Property Owners Association, in writing, with type and style being submitted by the lot owner to the Bailey Meadows Property Owners Association prior to approval. Large satellite dishes and communication towers will not be permitted.

ARTICLE XI

Trucks; Boats; Trailers. No unlicensed vehicles or trailers shall be parked or kept on any lot or street in the subdivision. Street parking is prohibited in said subdivision. It shall not be permissible for a tractor-trailer or tractor cab to be parked in the subdivision, at any time, either permanently or temporarily. The operation of motor bikes and all-terrain vehicles shall be prohibited both on the streets of the subdivision and on the individual lots comprising said subdivision. Travel trailers, RV's, campers, boats and utility trailers will require Bailey Meadows Property Owners Association approval.

ARTICLE XII

Garbage Containers. Garbage containers shall be kept in the back yard and shall not be visible from the street or an adjacent lot.

ARTICLE XIII

Fences. Fences may be maintained on portions of the lots only with the written consent of the Bailey Meadows Property Owners Association as to location, material, and height, and the decision of such Association to approve or reject a fence shall be conclusive. The Bailey Meadows Property Owners Association reserves the right to have a uniform fence requirement for all lots, either wood or vinyl.

ARTICLE XIV

Animals. No animals of any kind, other than dogs, cats and birds shall be kept or maintained on any part of said subdivision. No more than two (2) house pets shall be allowed, and all dogs kept outside must be kept within a fence which is approved pursuant to Article XIII. All lot owners must abide by the Wake County Leash Laws. Excessive barking by dogs will not be permitted. Dangerous breed dogs are not permitted, example: Pitt Bull, Rottweilers, etc.

ARTICLE XV

Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which the Declaration is filed for registration in the Registry of Wake County, after which period said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part; provided, however, that any such instrument must be recorded within a six (6) month period preceding the end of the twenty-five (25) year period or a ten (10) year extension period.

ARTICLE XVI

Underground Utilities. All public service or other utilities requiring wiring, pipes, or other instrumentalities of conveyance will be placed underground where practicable. The Declarant reserves the right to subject the real property in this subdivision to a contract with Wake Electric Company for the installation of underground electric cables, which may require an initial contribution, and/or the installation of street lighting and sign lighting, which will require a continuing monthly payment to Wake Electric Company by each residential customer.

ARTICLE XVII

Gas and Oil Tanks. Whenever any homeowner desires to use any fuel which necessitates the location of any tanks on the lot, all tanks shall be buried or hidden by attractive structures before the closing of the permanent loan on said lot, the construction of said structures to be in accordance with specifications approved by the Bailey Meadows Property Owners Association.

ARTICLE XVIII

Road Maintenance Certification. There are certain rights-of-way and streets in said Subdivision as shown on map recorded in Book of Maps 2023, Pages 2204-2205, Wake County Registry. These streets will be maintained in an all-weather condition by the Declarant until such time as said rights-of-way and streets are taken over as a part of the roadway system by the State of North Carolina Department of Transportation.

ARTICLE XIX

Appearance. Each owner shall keep his building site free of tall grass and weeds, undergrowth, dead trees, trash, and rubbish, and the property shall be maintained so as to present a pleasing appearance. If, in the opinion of the Bailey Meadows Property Owners Association, an owner is not properly maintaining his building as provided, the Declarant may have the required work done, and the costs thus incurred shall be paid by the owner, with enforcement pursuant to Article XVIII. Each owner shall also be responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision. The drying of clothes in public view is prohibited.

ARTICLE XX

Enforcement. Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant and the Bailey Meadows Property Owners Association shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants.

ARTICLE XXI

Severability. Invalidation of any one (1) of these covenants or any part thereof by

judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant, ***Watt Development Corporation***, has caused this instrument to be executed the day and year first above written by affixing its name and seal thereto.

WATT DEVELOPMENT CORPORATION

BY: Ronald R Watt
RONALD R. WATT, *President*

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Lisa Epperly Galanis a Notary Public of Johnston County and State aforesaid, certify that **Ronald R. Watt**, personally came before me this day and acknowledged that he is President of **Watt Development Corporation**, a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation

WITNESS my hand and official stamp or seal this 14th day of December ~~2022.~~ 2023. gs

My commission expires: 3/9/28

Lisa Epperly Galanis
Notary Public

LISA EPPERLY GALANIS NOTARY PUBLIC JOHNSTON COUNTY, NORTH CAROLINA