

2026004998 00015

FORSYTH COUNTY NC FEE \$26.00
PRESENTED & RECORDED
02/16/2026 08:39:16 AM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: CHELSEA B MARTINEZ, DPTY
BK: RE 3909
PG: 2372 - 2376

DISCLOSURE: THIS PORTION OF HILLTOP FARMS WAS DEVELOPED BY CARR BUILDING COMPANY, LLC. INFORMATION IS SUBJECT TO UPDATES AND VERIFICATION BY ALL BUYERS.

Prepared by: T. Thomas Kangur, Jr.

NORTH CAROLINA)
)
FORSYTH COUNTY)

**DECLARATION OF
RESTRICTIVE COVENANTS
for HILLTOP FARMS**

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, Carr Building Company LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant") is the owner of certain real property known as Lots 1, 2, 3 and 4 as shown on a map entitled "Hilltop Farms" as recorded in Plat Book 82, Page 112, in the office of the Register of Deeds of Forsyth, County, North Carolina, reference to which is hereby made for a more particular description (hereinafter referred to as the "Hilltop Farms Property"); and,

WHEREAS, the Hilltop Farms Property is serviced by a thirty (30) foot wide access and utility easement known as Hilltop Farms Drive leading from the public right-of-way known as Conrad Road to the common corner of Lots 1, 2, 3 and 4 of the Hilltop Farms Property, which easement is designated as "Hilltop Farms Drive (Private Road)" as more particularly described on the map of Hilltop Farms as recorded in Plat Book 82, Page 112, Forsyth County Registry (hereinafter referred to as the Roadway); and

WHEREAS, Declarant desires to hereby impose certain restrictive covenants governing the use of the Hilltops Farms Property and to establish provisions for the use, repair and maintenance of the Roadway.

NOW, THEREFORE, Declarant hereby covenants and agrees, for itself and its successors, grantees and assigns, with all persons, firms, corporations, and other parties hereafter acquiring title to the Hilltop Farms Property, that all such property shall hereafter be subject to the restrictions set forth below, to be appurtenant to and to run with such lands, by whomsoever owned:

Buffer Zones:

Declarant hereby imposes a thirty (30) foot buffer zone around the interior boundary of each lot of the Hilltop Farms Property which buffer zones are more particularly shown on the map recorded in Plat Book 82, Page 112, Forsyth County Registry (hereinafter referred to as the "Buffer Zones"). The Buffer Zones shall hereafter be subject to the following covenants:

8. SET BACK RESTRICTIONS: Structures shall be located on the lots in accordance with local zoning ordinances and the setbacks as established by the Unified Development Ordinance for Forsyth County.
9. ARCHITECTURAL STANDARDS: Foundations for all structures constructed on the Lots shall be brick, stone veneer, or parged to look like stucco. Exterior siding shall be made of natural wood, cementitious siding, brick, stucco, or stone veneer. No vinyl siding shall be permitted except for soffits and fascia.
10. PETS: No more than eight (8) pets shall be permitted on any one lot provided that such pets are not a nuisance to the adjoining property owners. However, pets may not be kept, bred, or maintained for any commercial purposes. Typical North Carolina farm animals are considered pets.
11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for refuse or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers and/or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and be located on the lot in accordance with the setback restrictions in paragraph 8 herein. Garbage containers shall be screened from public view from the shared entrance drive and the adjoining lots except on the days of trash pickup.
12. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a temporary or permanent residence.
13. DETACHED GARAGES AND OUTBUILDINGS: Garages detached from the primary residence shall be permitted for a maximum of 6 vehicles. No more than three detached garages/outbuildings shall be permitted upon any lot. Any such structures shall be constructed of similar style and shall use the same quality and style of building materials used for the residential structure. Any such structures which are completely screened and/or not visible from public view may use construction materials which differ from the primary residential structure. No metal buildings shall be permitted.
14. MAINTENANCE OF THE ROADWAY AND COMMON UTILITIES: Each owner of a lot in the Hilltop Farms Property shall bear financial responsibility equally for costs associated with the maintenance of the Roadway and any shared utility facilities. The Roadway shall be maintained in the same condition as originally constructed as an all weather road. A majority vote of the lot owners shall be required to authorize expenditures related to such Roadway and utility repair or maintenance, with each lot being responsible for 25% of any such approved costs. The responsibility for a proportionate share of costs shall be appurtenant to and run with the lands subject hereto; however, notwithstanding any of the above, owners of lots which remain unimproved (no structures having been built upon them) shall be responsible for only 10% of the total maintenance costs authorized to be expended under this section. Upon commencement of construction of improvements to a lot (the obtaining of a building permit for same and physical work beginning on the lot), the provisions of this section shall apply with regard to a full proportionate share of the costs of maintenance. For illustrative purposes:

23. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall not affect the validity of any other provisions, which shall remain in full force and effect.

24. DURATION. These covenants shall run with the lands and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of the recording of this instrument.

IN WITNESS WHEREOF, the undersigned has, by authority duly given, hereunto set its hand, by and on behalf of the company, and has adopted the word "Seal" as the company Seal as of the day and year first-above-written.

Carr Building Company LLC
a North Carolina limited liability company

By: *Robert David Carr*
Robert David Carr, Manager

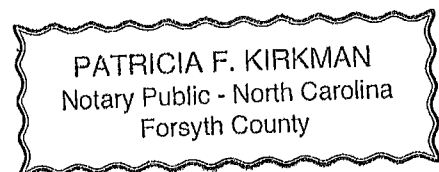
State of North Carolina, County of Forsyth

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: **Robert David Carr, Manager of Carr Building Company LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of the company, he executed the foregoing instrument in its name and on its behalf as its act and deed.

Date: 2-13-26

Patricia F. Kirkman
Notary Public

Patricia F. Kirkman
printed or typed name of notary public



My Commission Expires: 5/29/29