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FORSYTH CO, NC FEE \$26.00
PRESENTED & RECORDED:

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LYNNE JOHNSON
REGISTER OF DEEDS
BY: ANGELA BOOE, DPTY

BK: RE 3943

PG: 3071-3075

NORTH CAROLINA)

FORSYTH COUNTY)

**DECLARATION OF RESTRICTIVE
COVENANTS
HILLTOP FARMS PHASE 3
LOTS 8,9,10 and 11**

KNOW ALL MEN BY THESE PRESENTS: That Whereas STDM DEVELOPMENT LLC (hereinafter "STDM" or "DECLARANT") is the owner of HILLTOP FARMS, PHASE 3, Map of which is recorded in Plat Book 84, Page 27, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas the undersigned desire to impose certain restrictions and conditions upon present and future owners of said ;

NOW, THEREFORE, the undersigned hereby covenant and agree, for itself and its successors and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to HILLTOP FARMS, PHASE 3 that each lot comprising HILLTOP FARMS, PHASE 3 (Lots 8,9,10 and 11) is hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with HILLTOP FARMS, PHASE 3 by whomsoever owned.

1. USE OF LOT: Lots shall be used solely for residential purposes. No commercial building shall be erected, altered, placed, or permitted to remain on any lot. Agricultural or equine-related structures may be approved per Section 5, below.

2. SUBDIVISION OF LOT: No subdivision of a lot shall be allowed other than revisions to adjoining lot lines which do not create a new building lot.

3. DWELLING SIZE RESTRICTIONS: No dwelling shall be built, erected, altered or used unless it shall contain at least 2,800 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements.

4. SET BACK RESTRICTIONS: As to each lot, there shall be total minimum front, side and rear yards which conform to the minimum standards required by the applicable zoning district of the County Unified Development Ordinance.

Original to: John Mooney

5. ARCHITECTURAL REVIEW: STDM retains the right to approve all initial plans, specifications elevations and siting of improvements, including fencing, proposed to be built by owners of the lots. It is contemplated that Lot 11 will be granted less restricted uses than Lots 8,9 and 10 due to its secluded location and size.

Submittals shall be made to STDM prior to any construction activity on the tract. STDM shall respond with approval or requests for changes or clarification within fifteen days of submittal, or the submittal shall be deemed approved.

6. ANIMALS: Household pets may be kept on lots so long as they do not constitute a nuisance, but may not be housed in outdoor facilities. Other animals may be approved through submittal per Section 5, above.

7. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage, recycling and yard waste containers shall be screened from public view except on days of pickup.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

9. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

11. FENCING: Only wood, vinyl, aluminum, stone, brick or wrought iron fencing at the rear of the dwelling is permitted. The "smooth" side of the fencing material shall be facing the outside of the lot upon which the fence is located. Wood rail fencing or board fencing may be permitted in the lot area in front of the dwelling, all subject to approval through submittal per Section 5, above.

12. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. PARKING: The parking of boats and campers or unregistered or unlicensed automobiles for more than twenty-four (24) hours which are visible from Conrad Road or an adjoining lot shall not be permitted. No unregistered or unlicensed motor vehicle shall be stored on a lot unless it is parked within an enclosed garage. No vehicle of any kind shall be parked on the

lawn area of a lot unless it is screened from view per Section 14, below. All garages shall have operable doors to fully enclose the contents and screen the view of same.

14. SCREENING: The erection of clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers and trailers in clear view from the street shall not be permitted unless stored in a screened enclosure, either man-made or natural.

15. TREE PRESERVATION: The existing maple trees fronting Conrad Road are to be maintained by the lot owner on which the tree is located. If a tree is determined to be a hazard due to its physical condition, it may be removed. Any tree removed other than for the purpose of installing a single driveway shall be replaced with a similar species of at least eight feet in height.

16. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. Enforcement may be sought by any lot owner or STDM Development, its successors and/or assigns.

17. DECLARANT'S AND LOT OWNERS' RIGHT OF MODIFICATION: STDM Development, LLC reserves the right to cancel, modify, or change any of the above restrictions by its written consent, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and which written consent may be given or withheld within its uncontrolled and sole discretion, as it may deem best for the general plan or scheme of development. Lot Owners may amend the above restrictions by a written vote of all lot owners in the affirmative, which amendment shall be duly executed by all Lot Owners, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

18. APPLICABLE PERIOD: The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 16 herein, for a period of thirty-five years from the recordation hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five years.

It is expressly understood and agreed between STDM Development and all subsequent purchasers of lots in Hilltop Farms, Phase 3 that all conveyances of lots are made subject to the foregoing covenants, conditions and restrictions, and that they are for the protection and general welfare of the development and shall be a covenant running with the land and binding upon all parties purchasing lots and their heirs, successors, assigns, administrators, or executors.

In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made by the Zoning Board of Adjustment) or laws which may be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions, or conditions by judgment or Court order shall in no wise affect any of the provisions which shall remain in full force and effect.

{Signature Page Follows}

IN WITNESS WHEREOF, the undersigned has, by authority duly given, hereunto its hand, by and on behalf of the company, and has adopted the word "SEAL" as the company seal as of the 20th day of August, 2026.

STDM DEVELOPMENT, LLC
A North Carolina limited liability company

By: Brant H. Godfrey
HUBCO, LLC, Manager of STDM by Brant H. Godfrey, Its 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: Brant H. Godfrey, Manager of HUBCO, LLC the Manager of STDM Development 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: August 20, 2026

Janice K. L. Irwin
Notary Public

Janice K. L. Irwin
Printed or typed name of Notary Public

My Commission Expires: August 7, 2027

