

PREPARED BY: JAMES E. RAMSEY

NORTH CAROLINA  
PERSON COUNTY

FILED FOR RECORD

249 137  
SEP 21 10 37 AM '95

AMENDMENTS TO RESTRICTIVE COVENANTS

BUSBY RIDGE - Lots 1 through 7, P/C 4, Page 309

AMANDA W. GARRETT  
REGISTER OF DEEDS  
PERSON COUNTY, NC

THIS AGREEMENT AND COVENANT entered into this the 15 day of September, 1995, by and between Philip F. Busby, Jr. (free trader); Live Data Systems, Inc., a duly organized North Carolina Corporation, Frances Bradsher Busby and husband, Philip F. Busby, Sr.; Donald William Pokusa and wife, Tammie Deneen Pokusa; Sheila Williams Carter and husband Fred L. Carter, their heirs, successors, and assigns, hereinafter referred to as parties of the first part; and their successors in title to any part of the lands hereinafter described, hereafter referred to as parties of the second part;

THAT WHEREAS, Busby Ridge Subdivision is restricted as to the nature, use and enjoyment thereof by Restrictive Covenants dated the 16th day of February, 1987 and recorded in the Person County Registry in Deed Book 190 at Page 692.

THAT WHEREAS, the parties of the first part do agree, each with the other and with any future owners of any portion of the property hereinafter described, that the Restrictive Covenants recorded in the Person County Registry in Deed Book 190 at Page 692 shall be amended as follows:

1) ARTICLE III of the Restrictive Covenants recorded in Deed Book 190 at Page 692 of the Person County Registry is amended by adding paragraph "c" as follows:

C. No mobile homes or manufactured homes, excluding, however, modular homes, shall be erected or placed on any lot covered by these covenants.

2) ARTICLE IV of the Restrictive Covenants recorded in Deed Book 190 at Page 692 of the Person County Registry is deleted in its entirety.

3) ARTICLE V of the Restrictive Covenants recorded in Deed Book 190 at Page 692 of the Person County Registry is deleted in its entirety and replaced with the follows:

The owner of each individual parcel hereby covenants a permanent easement to each and every other owner of an individual parcel a right of way across that sixty (60) foot easement shown on that plat and survey referenced in Article I. The purpose of this easement is to permit purposeful travel, ingress, and egress to individual parcels, and enjoyment of the natural beauty of surrounding land.

4) ARTICLE VI of the Restrictive Covenants recorded in Deed Book 190 at Page 692 of the Person County Registry is deleted in its entirety.

5) ARTICLE VIII is amended by deleting it in its entirety and replacing it with the following:

The payment of all assessments and costs of improving roadways on the above-described lands shall be borne equally by the owners of each lot that is served by said roadways. Assessments against property owners for the cost of maintenance and repair of the roads as aforesaid shall constitute a lien upon individual lots described in Article I. All purchasers of the subject lots hereby bind themselves, their heirs, successors, and assigns to this roadway maintenance obligation and same shall constitute a lawful obligation of each lot owner and shall be enforceable against said lot owner by the maintenance committee pursuant to all legal remedies allowed for the collections of debts.

Maintenance shall be determined and provided for by a Road Maintenance Committee of the Busby Ridge Owners Association, said Committee shall be composed of Sheila Williams Carter and Donald Pokusa, and one other lot owner. This Committee shall establish a roadway maintenance fund and made all decisions as to the type and timing of maintenance. On or before December 31 of each year beginning 1995, the owner of each lot affected by these Covenants shall pay to the roadway maintenance committee the sum of \$120.00 per year due on December 31 of each year. The said Committee shall have the authority to assess an additional fee for road maintenance in the event additional funds are needed, to be in an amount sufficient to maintain the roadways for the following year. The assessment amount, together with 10% interest, cost, and reasonable attorney's fees, shall be a charge on the land and continuing lien upon the

property against which each assessment is made. The annual assessment shall also be a personal obligation of the individual parcel owner at the time that the assessment become due. The annual assessment must be set at a uniform rate for each individual parcel. Said or transfer of any individual parcel shall not affect the assessment lien. No individual parcel owner may waive or otherwise escape liability for the assessments provided herein by non-use of the rights of way or abandonment of the said owner's parcel. The assessment lien shall be subordinate to any first mortgage.

6) ARTICLE IX of the Restrictive Covenants recorded in Deed Book 190 at Page 692 of the Person County Registry is deleted in its entirety.

THEREFORE, except insofar as the Restrictive Covenants for Busby Ridge, above referenced, are expressly, or by necessary implication, changed by these amendments and are in conflict therewith, the undersigned do hereby ratify, republish and reaffirm said Restrictive Covenants and each and every part thereof.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set the hands and seals, the day and year first above written.

Philip F. Busby (SEAL)  
Philip F. Busby, Sr.

Frances Bradsher Busby (SEAL)  
Frances Bradsher Busby

Philip F. Busby (SEAL)  
Philip F. Busby, Sr.

Donald William Pokusa (SEAL)  
Donald William Pokusa

Tammie Deneen Pokusa (SEAL)  
Tammie Deneen Pokusa

Sheila Williams Carter (SEAL)  
Sheila Williams Carter

Fred E. Carter (SEAL)  
Fred E. Carter

LIVE DATA SYSTEMS, INC.

ATTEST  
William D. Gifford (SEAL)

BY: [Signature]

CORPORATE SEAL

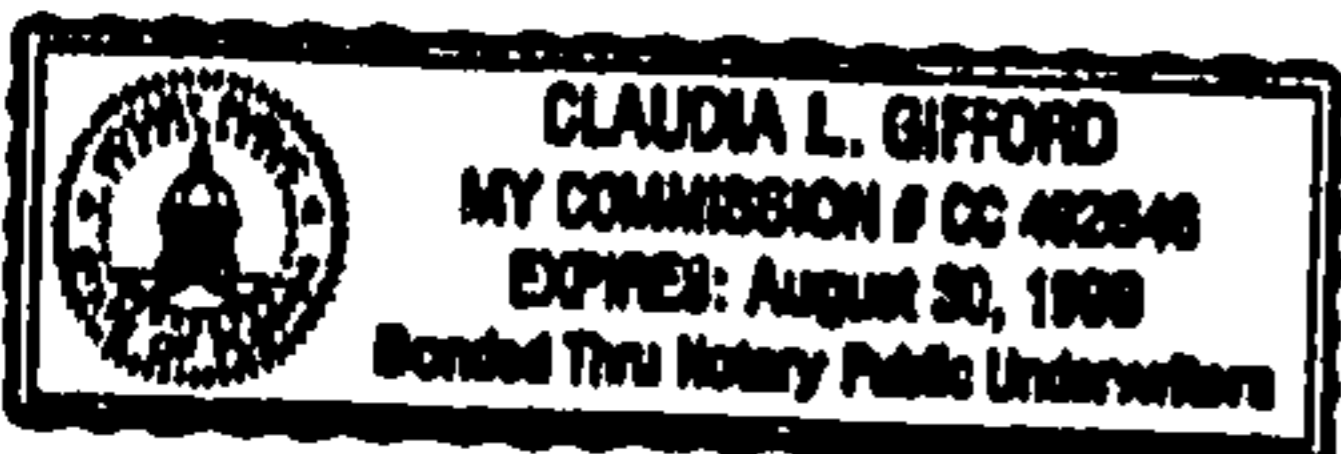
NORTH CAROLINA  
COUNTY OF Broward (Florida)

I, Claudia L. Gifford, a Notary Public, certify that Frances Bradsher Busby and Philip F. Busby, Sr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 day of September, 1995.

My Commission Expires:

Claudia L. Gifford  
Notary Public



NORTH CAROLINA  
COUNTY OF PERSON

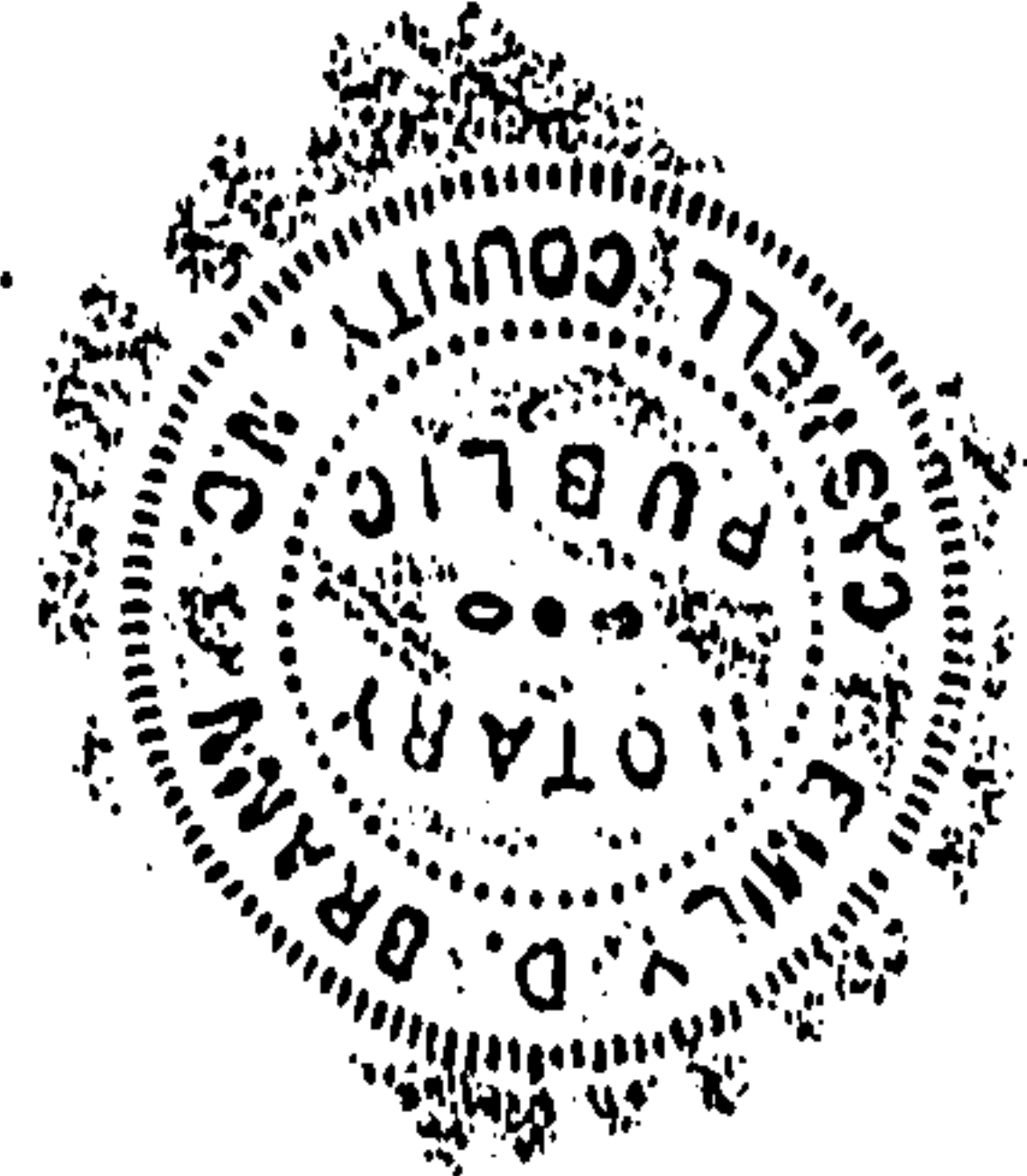
249 139

I, Emily D. Brann, a Notary Public of the State of North Carolina, County of Caswell, certify that William W. Foard personally appeared before me this day and acknowledged that he/she is (asst.) Secretary of Live Data Systems, Inc., a corporation, and that by authority duly give and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by himself/herself as its (asst.) Secretary.

Witness my hand and official seal, this the 21 day of September, 1995.

My Commission Expires:  
7-4-2000

Emily D. Brann  
Notary Public



NORTH CAROLINA  
COUNTY OF PERSON

I, Emily D. Brann, a Notary Public of the State of North Carolina, County of Caswell, do hereby certify that Philip F. Busby, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 21 day of September, 1995.

My Commission Expires:  
7-4-2000

Emily D. Brann  
Notary Public

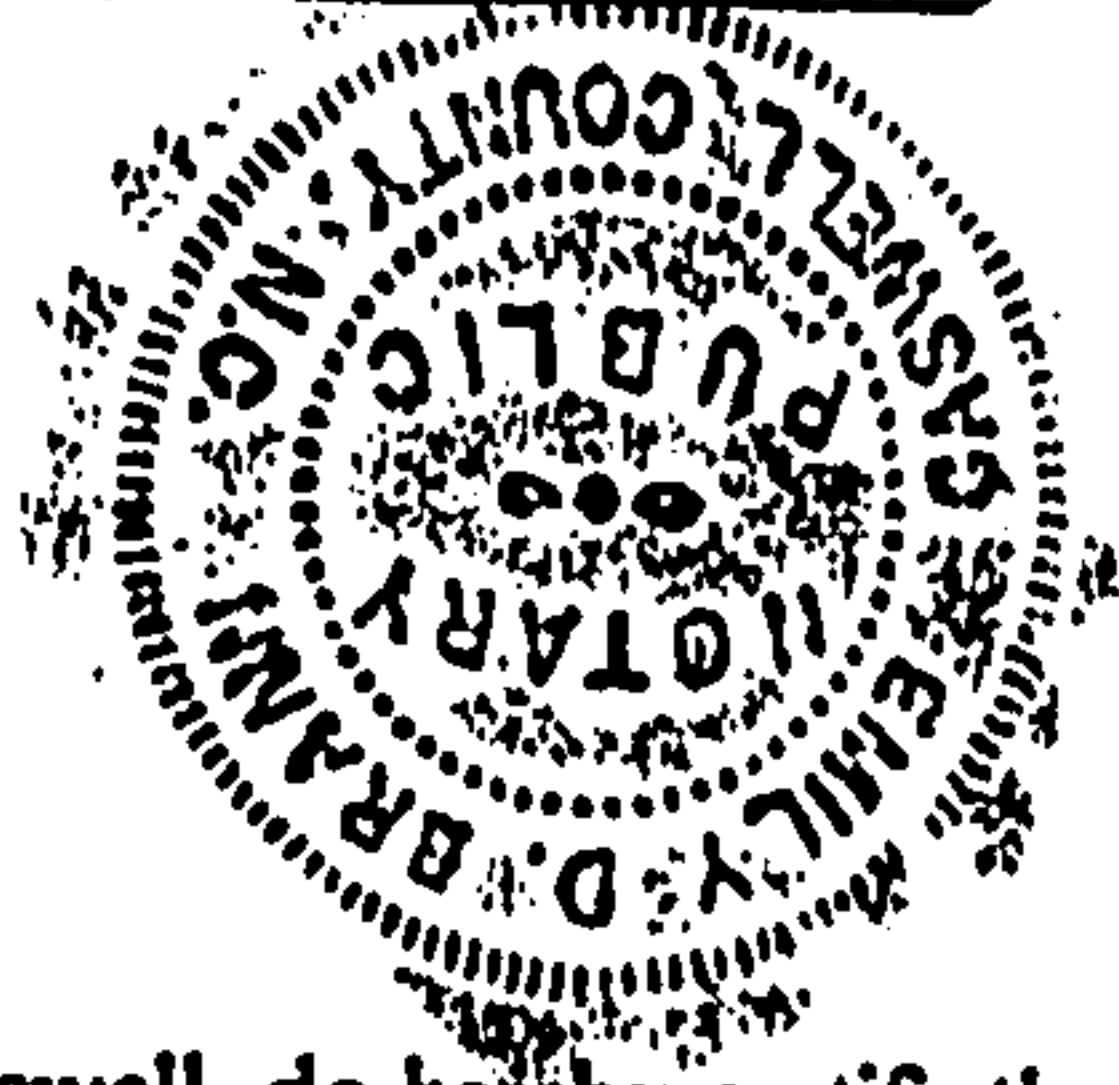


NORTH CAROLINA  
COUNTY OF PERSON

I, Emily D. Brann, a Notary Public of the State of North Carolina, County of Caswell, do hereby certify that Donald William Pokusa and Tammie Deneen Pokusa personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 19 day of September, 1995.

My Commission Expires:  
7-4-2000

Emily D. Brann  
Notary Public



NORTH CAROLINA  
COUNTY OF PERSON

I, Emily D. Brann, a Notary Public of the State of North Carolina, County of Caswell, do hereby certify that Sheila Williams Carter and Fred L. Carter personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 15 day of September, 1995.

My Commission Expires:  
7-4-2000

Emily D. Brann  
Notary Public



NORTH CAROLINA  
PERSON COUNTY

The foregoing certificate(s) of Claudia L. Gifford (State of Florida) and Emily D. Brann (4) (Caswell County, NC), a Notary(ies) Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 249, Page 137. This 21 day of September, 1995 at 10:37 o'clock A. m.

Amanda W. Garrett by Faye Snyder, Deputy  
AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY