
ROUGEMONT HOMEOWNERS ASSOCIATION, INC.

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rougemont

Recorded: May 14, 2026 | Mecklenburg County Register of Deeds
Instrument No. 2026050851 | Book 40423, Pages 208–219

DOCUMENT SUMMARY

This is the current, governing CCR document for Rougemont, replacing the original 1989 Declaration in its entirety. It was approved by 39 of 52 lot owners (75%), satisfying both the original CCR amendment threshold and the NC Planned Community Act (Chapter 47F) submission requirement of 67%.

Key provisions include:

- Article II — Membership & Voting: One vote per lot; Board of Directors composed of three owners.
 - Article III — Property Rights: Formally subjects the subdivision to NC Chapter 47F.
 - Article IV — Assessments: Annual and special assessments constitute a lien on each lot; 18% interest on delinquent amounts; \$20/month late fee.
 - Article V — Use of Land: Single-family residential only; attached two-car garage required; home office permitted if no customer traffic or exterior signage.
 - Article VI — Prohibitions & Maintenance: No commercial trucks, school buses, RVs, or boats in driveways, streets, or front/side yards. Minimum 6-month lease term; 20% rental cap; 24-month owner-occupancy waiting period before leasing. Four properties grandfathered for existing leases (Exhibit B): 10242, 10245, 10411, and 10516 Rougemont Lane.
 - Article VII — Architectural Control: 1,800 sq ft minimum heated living area; improvements must be aesthetically compatible with existing homes; no formal ACC — Board serves that role.
 - Article VIII — Terms: Amendments require 75% owner approval and must be recorded. Declaration prevails over Bylaws in any conflict.
 - Exhibit A — Legal property description (29.379 acres, Mecklenburg County).
 - Exhibit B — Grandfathered leased properties exempt from rental restrictions while current owner holds title.
-

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2026 May 14 03:41 PM RE Excise Tax: \$ 0.00
Book: 40423 Page: 208 - 219 Fee: \$ 26.00
Instrument Number: 2026050851

Fredrick Smith

drawn by/mail to:

Michael S. Hunter
Kirk, Palmer & Thigpen
1300 Baxter Street, Suite 300
Charlotte, NC 28204

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ROUGEMONT

This is the AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROUGEMONT, made on this 14 day of May, 2026. This Declaration is being recorded to supplement, amend and restate in its entirety the "Declaration of Covenants, Conditions and Restrictions for Rougemont" recorded on February 23, 1989 in Book 5972, Page 0580 in the Mecklenburg County Register of Deeds Office (the "Original Declaration"), as amended by an Amendment to the Declaration recorded February 14, 1990 in Book 12900, Page 43.

WHEREAS, the Owners (as defined in the Original Declaration) of the Lots within Rougemont desire to supplement, amend and restate the Original Declaration and all subsequent amendments in their entirety into this new "Amended and Restated Declaration" in order to restrict the use and occupancy of the Property for the protection of the Lots located on the Property;

WHEREAS the Original Declaration allows the document to be amended, after January 1, 2019, by an instrument signed by Owners of not less than 75% of the Lots.

WHEREAS the Owners also desire to submit the Property to the North Carolina Planned Community Act ("Act") (N.C.G.S. Chapter 47F), which submission also requires the vote or written consent of at least 67% of the Lot owners.

NOW THEREFORE, the President of the Rougemont Homeowners Association, Inc., hereby confirms with his/her signature below that this Amended and Restated Declaration was approved by the requisite percentage of Owners. The Property (as defined in the Original Declaration) shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Declaration which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties owning any right, title, or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

- a) "Act" means the North Carolina Planned Community Act, N.C.G.S. § 47F-1-101 et seq.
- b) "Association" shall mean and refer to Rougemont Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.
- c) "Board of Directors" or "Board" shall mean three (3) Owners duly elected by the Members of the Association to the Board of Directors as Directors to govern the Association in accordance with this Declaration.
- d) "Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the Owners shown on any plat of the Property duly recorded in the Mecklenburg County Public Registry and made subject to the provisions of this Declaration.
- e) "Lot" shall mean and refer to any numbered parcel of land within the Property which is intended for use as a site for a dwelling, as shown upon any recorded plat of any part of the Property, and shall not include common areas.
- f) "Map" or "Maps" shall mean and refer to the maps of Rougemont Subdivision, recorded or to be recorded in the Mecklenburg County Public Registry, and any amendments or supplements thereto.
- g) "Member" or "Members" shall mean and refer to an Owner or Owners of Lots, and each and every person or entity holding Membership in the Association.
- h) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property.
- i) "Property" shall mean and refer to the real property described in Article III.
- j) "Special Individual Assessments" shall have the meaning assigned to it in Article VII, in the Section titled Special Individual Assessments.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. Voting Rights.

Members shall be all Owners of Lots within the Property. Every Member in the Property shall be entitled to one (1) vote for each Lot which he or she owns. In the case of multiple ownership of any Lot,

however, those multiple Owners shall be treated collectively as one Owner. The voting rights of the Membership shall be appurtenant to the ownership of the Lots.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors in accordance with this Declaration. The Board of Directors shall be composed of three (3) Owners, the election and procedures of which shall be as set forth in the Bylaws of the Association.

ARTICLE III PROPERTY RIGHTS

Section 1. Property Subject to Declaration. The real property which is, and shall be sold, conveyed and occupied subject to this Declaration is located in Mecklenburg County, North Carolina, and is described on Exhibit A attached hereto, as well as such additional real property as may be added to the Subdivision pursuant to the terms and conditions hereof.

Section 2. Relation to North Carolina Planned Community Act. The North Carolina Planned Community Act, N.C.G.S. § 47F-1-101 et seq., as the same may be amended from time to time ("Act"), shall apply to the Property, and the Association shall have, but not be limited to, all the powers, rights and privileges which may be exercised by a planned community (as defined in the Act) pursuant to the Act, even if such powers, rights or privileges are not specifically set forth herein or in the Association's Articles of Incorporation or Bylaws.

ARTICLE IV ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, repairs and maintenance and other purposes. Any such assessments or charges, together with interest, costs and applicable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessments or charges are made. Such assessments or charges, together with interest, costs and applicable attorney's fees, shall also be the personal obligation of the person(s), firm(s), or corporation(s) owning such Lot at the time when the assessments or charges fell, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by the successor in title, but such unpaid assessments or charges shall continue to be a lien upon the Lot against which the assessments or charges have been made.

Section 2. Purposes of Assessments and Duties of Association. The assessments or charges levied by the Association shall be used for any and all purposes allowed by law, including but not limited to, to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the procurement and maintenance of insurance, the employment of attorneys, accountants or other professionals to represent

the Association when necessary, payments of principal and interest on funds borrowed for Association purposes and such other needs as may arise. Assessments may additionally be used for the construction, maintenance and costs of one or more signs identifying the Subdivision, at such places as may be designated herein and/or on any Maps or deeds.

Without limiting the generality of the above-described purposes, the Association shall be responsible for performing the following and the assessments or charges levied by the Association may be used for the following purposes:

- (a) To maintain all Common Areas; provided, however, that the Association shall not be held to a particular standard in its maintenance of the Common Areas;
- (b) To keep all Common Areas reasonably clean and free from refuse and debris and to maintain any other amenities in a clean and orderly condition, and to maintain the landscaping therein in good condition and appearance;
- (c) To pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;
- (d) To pay the premiums on all hazard insurance carried by the Association and all public liability insurance carried by the Association and officers' and directors' liability insurance or other insurance the Association may purchase;
- (e) To pay legal, management, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein; and
- (f) To provide repair and maintenance of street lighting.

Section 3. Annual Assessments. Each Owner of a Lot shall pay its proportionate share of the assessments pursuant to the annual budget as determined by the Board. Assessments are to be calculated each year by the Board. Assessments shall be uniform for all Lots. Such assessments or charges shall be paid to the Association, which shall use the funds received by it for the purposes set forth herein and as permitted by law.

The annual assessments or charges shall constitute a lien on the Lots subject to such assessments or charges and the Owners of such Lots acquiring title thereto from time to time shall be held to have covenanted and agreed to pay all amounts provided for herein.

The Board may increase annual assessments in its reasonable discretion based on a properly adopted or properly-amended annual budget in accordance with the Act, § 47F-3-103.

Section 4. Reserves. The Association budget and each Owner's assessments shall include a reasonable amount allocated to reserves as determined by the Board each year, which shall be set aside by the Association to use for capital expenditures, repairs and unexpected contingencies.

Section 5. Collection. Annual and Special Assessments or charges may be collected in

installments as determined by the Board.

Section 6. Date of Commencement of Annual Assessments; Due Date; Certificate of Payment. The annual assessments or charges provided for herein shall be assessed as determined by the Board. The Board shall fix the amount of the annual assessments or charges against each Lot and notify the Owners of the same as set forth in the Act. The due dates for the payment of special assessments or charges shall be established by the Board.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges which remain unpaid in whole or in part for thirty (30) days after the due date shall incur a monthly late fee or charge in the amount of twenty (\$20.00) dollars, or the maximum amount permissible by law, whichever is greater, for each full month that the same remains unpaid. The assessments or charges if not paid within thirty (30) days after the due date, shall bear interest from the due date at a minimum rate of eighteen (18%) percent per annum, or at the rate established by the Directors at the beginning of the fiscal year of the Association, not to exceed the maximum allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, and any interest, costs and applicable attorney's fees of such action or foreclosure shall be added to the amount of such assessments or charges. Any foreclosure of the lien may be in such manner as is prescribed by the Act. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the Common Areas or other property of the Association or by abandoning his Lot. The Association, or any management agent acting on behalf of the Association, may charge a service, collection or administration fee, or any combination of the foregoing, in such amounts as are permissible by law, to collect unpaid assessments or charges, and/or in the enforcement of this Declaration.

ARTICLE V USE OF LAND

Section 1. Residential Purposes Only. Each Lot shall be used solely and exclusively for residential purposes, and no dwelling other than one (1) detached single family, private residence shall be erected on any Lot. Each Lot is restricted to use for single family purposes; single family is defined as no more than three persons unrelated by blood, marriage, adoption, guardianship or other legal action.

Section 2. Garages. Each dwelling must have an attached, enclosed garage for at least two (2) cars. No carports or unenclosed garages are permitted.

Section 3. Business or Commercial Use. Lots or residences may not be used for business or commercial use, including as daycare facilities or other uses which increase traffic or visitors to the Lot. Notwithstanding, there shall be no restriction against any Owner using its residence for a home office, so long as such use does not create regular customer or client traffic to and from such Lot; create noise, odor or vibrations; and no sign, logo, symbol or nameplate identifying such business is displayed outside of Lot or can be seen outside of Lot.

Section 4. Access. No Lot shall be used for the purpose of gaining access to property other than property located in the Subdivision, except by and with the written consent of the Board or the Declarant.

Section 5 Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved of the side 5 feet and rear 10 feet of each lot for public store drain and/or shown on recorded map.

Section 6 Solar Devices. The installation of solar collectors that gather solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating, or generating electricity must be approved in writing by the ACC or Board of Directors. No solar collectors may be installed in the following areas:

- (a) On the facade of a structure that faces areas open to common or public access;
- (b) On a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or
- (c) Within the area set off by a line running across the façade of the structure extending to the property boundaries on either side of the façade, and those areas of common or public access faced by the structure.

The ACC or Board may require screening of solar collectors installed on the ground, and prohibit the installation of solar collectors in other areas where the collector may be visible from adjacent lots or common or public areas, provided that there is an alternate location acceptable to the ACC or Board that does not increase the cost of installation nor reduce the production capacity of the collectors by more than 25%. If state, federal or local law be enacted or amended, or if common law is adopted, which renders any portion of this Section unenforceable, then the remainder of this Section shall remain enforceable; any unenforceable term or condition shall be automatically revised to comply with the law, without necessity of amending this Section.

ARTICLE VI

PROHIBITION AGAINST OFFENSIVE USE; MAINTENANCE OBLIGATIONS

Section 1. Vehicles; Parking.

(a) Vehicles are to be parked in garages or on driveways, provided that if parked in the driveway, they do not obstruct sidewalks. Vehicles of any kind are not to be parked overnight on the streets of the Property. Temporary guests will be allowed to park on the side of the street so long as the vehicle will not impede traffic or block access to any driveway. Notwithstanding the preceding sentence, the Association, its directors and officers shall not be responsible for any damage to persons or property because of vehicles parked on streets, and each homeowner and his or her guests will ensure that vehicles are parked so as not to impede traffic or endanger other persons or vehicles.

(b) No commercial truck, school bus, camper trailer, boat or boat trailer, recreational vehicle, nor any other vehicle deemed by the Board to be unsightly, shall be parked in the street, in a driveway, or in the front or side yard of any Lot. Such items may be stored in the rear yard provided they are not visible from the street or adjacent Lots.

Section 2. Nuisances. No nuisance or offensive trade or activity shall be carried on upon any

lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. Examples of such offensive activities shall include, but not limited to, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles, or other motor vehicles, tricycles, bicycles, boats or boat trailers, wood piles, or other miscellaneous items) on porches, patios, terraces, or yards, or similar unsightly activity not in keeping with the general good looks of the subdivision.

Section 3. Temporary Residences. No trailer, tent, shack, or temporary residence shall be constructed or maintained within the Property at any time.

Section 4. Outbuildings as Residence. No garage, trailer, mobile or modular home, tent, shack, barn or other outbuilding shall be used as a residence, either temporarily or permanently.

Section 5. Waste. No Lot in said subdivision may be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse and any such material shall not be kept thereon except in sanitary containers. No materials may be stored on any Lot except as used for the construction of any improvements for that Lot as permitted herein. All Lot owners must ensure that waste pickup is in place for that Lot within no more than three (3) days after conveyance of the Lot to the owner. Each Lot shall be responsible for all expenses associated with waste pickup for that Lot.

Section 6. Lawn and Buildings; Maintenance. Each Owner shall maintain its lawn and buildings in good condition and appearance to prevent the development of unclean, unsightly, or unkempt conditions that could substantially decrease the value or appearance of the neighborhood as a whole or the specific areas.

Section 7. Enforcement of Restrictions. In the event that any Owner of any property in the subdivision shall fail or refuse to keep such premises in accordance with the requirements of this Declaration, the Association shall have the right (but not the obligation) to enforce these covenants and restrictions via equitable remedies and specific performance (included but not limited to removal or screening of the offense), in addition to all legal remedies under the Act, and shall be entitled to recover all of its expenses and reasonable attorneys' fees in doing so.

Section 8. Leasing of Homes. The minimum term of permitted leases shall be six (6) months and the maximum percentage of all Lots which may be leased at any given time shall be twenty percent (20%). The tenant(s) under any such lease shall be bound by all of the provisions of this Declaration. Any such leases shall not relieve the Owner of its responsibilities and obligations under this Declaration. Prior to entering into any lease, the Owner of the Lot proposed to be leased shall present the lease to the Board for approval in order for the Board to ensure (i) that the lease complies with the provisions of this Declaration, and (ii) that the lease will not result in the rental of more than twenty percent (20%) of the Lots in the Property. The responsibility to maintain the home and lot is on the Owner regardless of lease agreement structure. The Board reserves the right to grant exemptions from the 20% cap or 24-month waiting period (described in the following Section 9) with respect to any particular Lot for exceptional circumstances or if strict enforcement hereof would result in undue hardship to the Owner. Decisions on claimed exceptional circumstances shall be determined on a case-by-case basis, are in the sole discretion of the Board, and are not appealable by the Owner.

Section 9. Occupancy by Lot Owner. No Lot Owner shall lease their Lot sooner than the date beginning twenty-four (24) months after the Lot Owner acquired title to the Lot. The Board may make exceptions to this rule in hardship circumstances.

Section 10. Property Currently Subject to Lease: Any Lot Owners whose Lot is leased (with a minimum initial term of six months) as of the date of recordation may continue to lease the property irrespective of the 20% cap or 24-month waiting period as described in Sections 8 and 9 above, but subject to all other provisions in this Article VI. This exemption shall remain in effect so long as title to the property remains in the Lot Owner as of the date of this recordation and will expire when fee simple title to the property is transferred by the current Lot Owner, whether such transfer is by deed, inheritance, or otherwise. An exclusive schedule of the Lots which are currently leased and falling within this exemption is appended hereto as Exhibit B and incorporated herein by reference.

Section 11. Animals. Ordinary household pets are permitted. No animals or livestock (e.g. goats, pigs, horses) of any kind shall be raised or kept on any Lots. Chickens, excluding roosters, are allowed provided they are in controlled environment and do not cause noise or constitute nuisance in the neighborhood.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Subdivision Not Allowed. No individual numbered Lot shall be subdivided by sale or otherwise so as to reduce its total area as shown on said map referred to above. Lots shall not be combined.

Section 2. Completion and Reconstruction. All construction must be completed within one year after construction starts. Any residence which is destroyed or substantially damaged by fire, storm or other casualty must be reconstructed, or the Lot cleared of the remnants of the damaged or destroyed residence, within one year of the casualty.

Section 3. Home Improvements and Modifications. Any improvement or modification to a residence or other structures on a Lot must be of a design, color, quality and materials consistent and aesthetically compatible with existing homes in the community.

Section 4. Minimum Size of Residence; Specifications. Any residence erected on any Lot shall contain not less than 1,800 square feet of enclosed heated living area for any dwelling. "Enclosed heated living area" as used herein shall not include garages, carports, unattached storage areas, open porches of any type, or any other area which is not heated by a central HVAC system.

Section 5. Existing Structures. Any structures or improvements that are in place at the time this Amended and Restated Declaration is recorded that are not in compliance with any of the restrictions hereof, shall be considered exempt from the applicable restriction.

ARTICLE VIII

TERMS OF RESTRICTIONS

Section 1. Duration; Amendment. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons owning Lots in the above-described subdivision in perpetuity unless terminated in accordance with the Act.

An amendment to this Declaration by the Owners may be proposed by the Board or by petition signed by twenty-five percent (25%) or more the Owners. The amendment proposed must be approved by an affirmative vote or written consent (or any combination thereof) of 75% of the votes in the Association. The amendment, properly executed with the same formalities as a deed by the President or by any other authorized officer of the Association shall be recorded in the Office of the Register of Deeds of Mecklenburg County, and no such amendment to this Declaration shall be effective until so recorded. In the event of a conflict between any provision of the Declaration and the Association's Bylaws, the Declaration prevails.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Invalidation. Invalidation of any of the covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Notices. All notices, demands, requests, or approvals ("Notices") given by the Association to any Owner shall be in writing and shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to an Owner, at the street address of the Owner's Lot or an e-mail address that the Owner has provided to the Association for purpose of receiving notices. Each Owner accepts that written notices and any correspondence will be sent to the property address unless the Owner notifies the Association in writing, United States registered or certified mail, postage prepaid, return receipt requested, of an alternate mailing address.

Section 5. Binding Effect. All of the covenants, stipulations and conditions contained in this Declaration shall be binding upon and inure to the benefit of the Association, the Owners, and their respective heirs, personal representatives, executors, administrators, successors and assigns, and shall run with the land and the title to each Lot in perpetuity.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed by authority duly granted as of the date first above written.

ROUGEMONT HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation

By: *Joseph Bryan Armour*
President Joseph Bryan Armour

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Margarita S. Rumsey a Notary Public of Mecklenburg County, State of North Carolina, certify that Joseph Bryan Armour personally came before me this day and acknowledged that s/he is the President of ROUGEMONT HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official stamp or seal, this 14th day of May, 2028

Margarita S. Rumsey Notary Public

(Official Seal)

My Commission Expires: Sept. 25, 2028

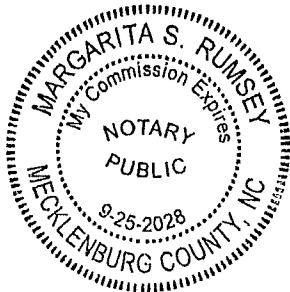


EXHIBIT A

Description of Real Property

Lying and being situate in Mecklenburg County, North Carolina and more particularly described as follows:

Beginning at an old iron in the northerly right of way margin of Endhaven Lane (R/W-60'), a point in the westerly boundary line of R. M. Whitesides (now or formerly, D.R. 939-68); thence with the westerly line of said Whitesides property N 6-38-40 W 1682.87 feet to a point in the center line of Four Mile Creek; thence with the center line of Four Mile Creek two (2) courses and distances as follows: (1) N 177-42 W 32.94 feet, and (2) N 63-37 W 307.0 feet to a point in the easterly line of W. H. Trotter (now or formerly, D. R. 4444-104); thence with the easterly line of the said Trotter property S 20-33 W 1177.91 feet to an old iron, the northwesterly corner of the property of D. G. Price (now or formerly, D. R. 2884-389); thence with the northerly line of the D. G. Price property S 76-39-07 E 149.22 feet to an old iron, the northeasterly corner of the D. G. Price property; thence with the easterly line of the D. G. Price property S 13-51-53 W 216.97 feet to an old iron, the northwesterly corner of O. A. Price (now or formerly, D. R. 2529-427); thence with the northerly line of the property of O. A. Price S 79-33-41 E 149.91 feet to an old iron, the northwesterly corner of R. A. Price (now or formerly, D. R. 3828-130); thence with the northerly line of the R. A. Price property S 79-34-55 E 277.64 feet to a point, the northwesterly corner of R. A. Price; thence with the easterly lines of the properties of R. A. Price two (2) courses and distances as follows: (1) S 7-50-25 W 508.48 feet to a point and (2) S 7-27-35 W 398.23 feet to a point in the right of way of Endhaven Lane; thence in the right-of-way of Endhaven Lane S 78-00-49 E 610.13 feet to a point in the right-of-way of Endhaven Lane; thence N 6-38-40 W 32.54 feet to the point and place of Beginning, containing 29.379 acres, all as shown on survey of Bobby J. Raye, Reg. Surveyor dated February 25, 1988.

Book/page for recorded plat maps:

22/872
23/529
23/530
23/663

EXHIBIT B

Leased Homes Qualifying for the Exemption Described in Article VI, Section 10

Address
10242 Rougemont Lane
10245 Rougemont Lane
10411 Rougemont Lane
10516 Rougemont Lane