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by: Susan Rector
Register of Deeds

This Document was prepared by: Attorney David R. Payne

MADISON COUNTY
NORTH CAROLINA

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Asheville, NC 28801

**CLEAR VIEW SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS, HOMEOWNER'S ASSOCIATION,
RESTRICTIONS, AND EASEMENTS**

THIS DECLARATION dated October 4th, 2007, by Burleson & Son Builders, LLC,
"Developer(s) and or "Declarant" and all future owners and purchasers of the lots within the
subdivision designated as "Clear View " and/or "Clear View Drive", Madison County North
Carolina.

RECITALS:

A. The Developers own a certain tract of land located in Madison County, North Carolina.
The tract (hereinafter called the "Property") consists of all of the land shown on the subdivision
plat entitled "Clear View Subdivision," recorded in the Madison County, North Carolina
Register of Deeds in Plat Book 5 at page 1000.

B. The Developers desire to subject the Property, and the lots located therein (the "Lots"), to
the covenants, conditions, restrictions, and easements set forth below which are for the purpose
of protecting the value and desirability of the Property and the Lots.

C. The Developers, hereby declare that the Property shall be held, sold, and conveyed subject
to the Covenants, Conditions, Restrictions, and Easements set forth below.

ARTICLE I. COVENANTS, CONDITIONS, AND RESTRICTIONS

1. The Lots in said subdivision as shown on the above plat shall be known and described as single-family residential lots and used for single-family residential purposes only, and, except as set forth herein, that no commercial or manufacturing establishment, factory, mill, shop, tenement, apartment house, garage apartment, boarding house or house designed for use by more than one family, or house or building to be used as a sanitarium or hospital of any kind, or school or church, or for any other purpose, shall be erected or licensed or suffered to be erected or maintained on the above described property. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling house not to exceed two and one half stories in height with or without a private one or two car attached or detached garage, except as follows:
 - (a) Real estate sales, management, and construction offices may, with the prior written consent of the Developers, be erected, maintained, and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental, or sale of any part of the Property, or of improvements now or hereafter erected thereon. The written consent, if given, will establish a deadline date for removal of the aforementioned offices.
 - (b) No building except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed, or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only. All necessary outbuildings must be approved by the developer.
2. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations, and approximate cost of the Structure, addition, or alteration shall have been submitted to and approved in writing by the Developers. The Developers shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition, or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition, or alteration on the use, enjoyment, and value of other

neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration taking into account the general aesthetic values of the surrounding area. Developer reserves the right to reject any structure within the provisions of these restrictions. Developer has the right to approve its own projects without the consent of any person or entity owning a lot within the subdivision and no right of approval in relation to the Developer's building project shall pass to any person or entity by virtue of property ownership.

3. No Structure shall be erected, placed, altered, or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat thereof. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street.
 - (a) all structures shall be located not less than twenty (20) feet from the edge of the street right of way on which the structure fronts;
 - (b) all structures shall be located not less than ten (10) feet from each "side" boundary line of a particular lot
 - (c) all residence structures shall be located not less than ten (10) feet from the rear boundary line of a particular lot,
 - (d) in the event that a particular lot is so situated as to be considered a "corner-lot" then all structures shall be located not less than twenty feet (20) from the edge of the right-of-way of any side street which adjoins said lot.
 - (e) all structures shall comply with all county and city ordinances.
 - (f) it is understood and agreed that the Developer reserves the right to adjust the setback requirements if necessary
4. Fences may be erected or placed within the areas between the boundary lines of a lot or tract and the building setback lines, provided that such fences are of an ornamental nature only, and do not exceed five (5) feet in height, excluding fence posts.
5. Barbed wire or electric fences shall not be erected on any lot.
6. No fence, wall, hedge, or shrub which would obstruct sight lines at any intersection at elevations between two (2) to six (6) feet shall be placed or permitted to remain within the triangular area which is formed by the boundary lines of any two (2) intersecting streets and a line (forming the base of said triangular area), which begins in the margin of one street boundary line at a point twenty-five (25) feet distant from the point of intersection with another street boundary line, and which would then connect with a point in the other intersecting street boundary line located twenty-five (25) feet from the point of intersection.
7. The main floor area of the dwelling on any lot shall be no less than 1700 square feet of living area for a one-story house, or if the dwelling is a two-story house, at least one of the stories must contain at least 1200 square feet of finished floor space in the living area and if

the dwelling is split-level or tri-level structure, then it must contain at least 2000 square feet of floor space in the finished living area. Open porches, garages, breezeways, carports and basements shall not be considered in computing minimum floor areas required. No building shall be more than two and one-half stories in height. There shall be no exposed unfinished block shown on any foundation. All foundations shall be finished in either brick, stone or masonry or parged veneer finish. However, if there is an exposed chimney on the exterior of the dwelling the same shall be finished with brick or siding but shall not be a parged finish. No obnoxious color scheme may be employed on the outside finish of any dwelling located within the subdivision. Developer must approve all colors before installation or prior to painting. "Loud" colors which include, but are not limited to, bright red, bright green, pink, orange etc. shall not be permitted.

8. No building shall be constructed which will exhibit exposed cement, concrete, or cinder block on the exterior thereof, provided, however, that this restriction shall not apply to exposed exterior portions which form, or are part of the foundation of said building. And further, no building shall be constructed which will exhibit exposed siding composed of asbestos shingles. Vinyl siding on homes is prohibited; however, vinyl soffits are allowed. All brick homes or brick siding must be approved by the developer.
9. Metal roofs may be allowed on the dwellings referenced herein; however, the Developer must approve of said proposed roofs along with the proposed colors prior to the installation of the same; the Developer may disapprove of the color or metal roof at its sole discretion and any decision the Developer makes in relation to the same shall be final.
10. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred, or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners.
11. No cow, goat, forked-footed animal, poultry, livestock, or similar animal shall be kept or maintained on the property conveyed on the lots as shown on the Plat or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon.
12. Under no circumstances shall any lot in said subdivision be further subdivided without the express written authorization of the Developer, its successors, assigns, or agents and all lot owners of said subdivision.
13. All structures located on any lot shall adhere to the North Carolina State Building Code, as well as all local building codes.
14. No nuisance shall be maintained, allowed, or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

15. Under no circumstances shall the owner of any lot or tract in said subdivision carry-on, engage in, promote, or permit any obnoxious or offensive activity to take place upon the owner's lot or tract, nor shall any activity be permitted upon any lot or tract which may become an annoyance or nuisance to the neighborhood.
16. Under no circumstances shall any owner of any lot or tract in said subdivision be permitted to maintain any unsanitary conditions upon said lot or tract.
17. Unsightly accumulation of garbage or trash shall not be permitted on any lot. All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers either out of site from the street or at the rear of the home until taken to a disposal place operated or licensed by the proper public authority for such disposal. Non-household refuse, rubbish, trash, garbage or waste other than dead leaves and fallen limbs shall not be permitted to remain exposed on a lot. . In any event the maximum amount of time trash containers may remain exposed shall be twenty-four hours.
18. Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. All non-grassy areas shall be matched or covered with appropriate landscaping material.
19. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, or recreational vehicles shall be regularly parked or stored on any street, or on any Lot except in a garage. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.
20. Under no circumstances shall any trailer, modular home, mobile home, travel trailer, camper, tent, shack, garage, or other outbuilding, or structure of a temporary nature be used on any lot or tract as a residence, temporarily or permanently. Under no circumstances shall any mobile home, or modular home be placed, parked, or stored upon any lot or tract in said subdivision. A structure of a temporary or mobile nature, motor home, camper truck, tent, travel trailer, camper trailer or other vehicle used or designated for camping or being mobile in nature, shall not be inhabited within the boundaries of the subdivision. **All homes in this subdivision shall be stick built homes to be constructed from the ground up on the lot where the dwelling shall remain permanently.**
21. Firearms, explosives or arrows shall not be shot or discharged within the subdivision and no hunting shall be permitted within the boundaries of the subdivision.
22. No owner of any lot or tract in said subdivision shall keep, or allow to be kept, upon any lot or tract, any truck or mobile vehicle with a capacity greater than one (1) ton, nor shall any owner park, or allow to be parked, any such vehicle on the street in front of, or adjacent to said owner's lot or tract; and further, no owner of any lot or tract shall park or store, or allow

to be parked or stored, any vehicle outside a carport or garage unless such vehicle is in a driveable condition, and is, in fact, regularly used as a means of transportation. Further, no junk cars, unlicensed or improper vehicles shall be permitted on any lot. No vehicle, whether self-propelled or not, shall be parked upon any lot in such a manner so as to constitute a nuisance to other lot owners, to wit: such as making repairs or leaving the vehicle exposed for an indefinite period of time at a location other than next to the lot owners' residence. No trucks, except pickup trucks or similar size vans or recreational vehicles and no commercial type vehicles shall be stored or parked on any lot or within the subdivision.

23. Under no circumstances shall any swimming pool be constructed, erected, or placed in front of any residence structure, nor may any swimming pool be located closer than five (5) feet from any side or rear boundary line of any lot, and further, any swimming pool constructed, erected or placed, upon any lot or tract in said subdivision shall be fenced or enclosed in such manner as to reduce any hazard or risk to any other lot owners, and their families, which may arise from the maintenance of said pool. All pool construction shall be subject to the easement provisions set forth in these covenants and shall strictly adhere to the same. All pool construction shall be of an underground nature no "above-ground" pools shall be allowed.
24. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Developer, except customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high, on or in front of a dwelling house by the owner thereof. No real estate or bank finance sign shall remain on any part of the subdivision for a period of more than twelve consecutive months; thereafter the real estate company and or bank shall seek permission from the Developer for an extension. The Developers reserve the right to allow or disallow any sign related to the subdivision.
25. No outside television, radio antenna, or satellite dish shall be erected, installed, or maintained on any Lot, or on any Structures thereon, except that outside television or radio antennae not more than four feet in height shall be permitted on the roof or chimney of a dwelling house. Small digital dishes shall be allowed.
26. No individual sewer disposal systems shall be permitted on any lot and all equipment for the storage or disposal of garbage or trash shall be kept in a clean and sanitary condition. It is understood that septic tank systems shall be allowed.
27. No permanent exterior clothes dryer shall be erected, installed, or maintained on any Lot, or on any structure thereon. Only collapsible or retractable clothes dryers shall be used and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house.

28. The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs. No trees or shrubs shall be located on any Lot, which block the view of operators of motor vehicles so as to create a traffic hazard. Additionally, all holiday decorations attached to the house or in the lot where the dwelling is situated must be removed within twenty days post holiday.
29. Once construction has commenced on any lot or tract in said subdivision, all outside work, including grading and clean-up of unused material, shall be completed within one (1) year from the date construction is begun.
30. All fuel oil storage tanks shall be installed underground, and contained to rear of house out of sight and under no circumstances shall aboveground storage tanks be permitted to remain on any lot or tract. Propane tanks may be installed above ground provided however the maximum size of said tank shall be 120 gallons; further, these tanks shall be located directly behind the dwelling served and shall be enclosed by a wooden fence which shall be high enough to shield the tank on all sides.
31. Covenants, conditions, and restrictions referenced herein (the "Covenants") shall run with and bind the Property and shall be enforceable by the Developer and by the owners of an or any portion of the Property until the fortieth anniversary of the date of this declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots which are then subject to the Covenants and recorded with the Register of Deeds of the jurisdiction referred to above, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Company by this Declaration may be assigned or transferred by the Developer to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded with the Register of Deeds of the jurisdiction referred to above, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Developer by this Declaration.
32. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.
33. It is not the responsibility of the developer to settle disputes between neighbors.

ARTICLE II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat and over the front, side, and rear twenty feet of each Lot for the installation and maintenance of utilities, storm water sewers, and surface drains. Neither

the subdivider nor any utility company using the easement herein referred to shall be liable for any damage done by them, or their assigns, employees, and servants to grass, shrubs, trees, flowers, or to any other property belonging to any party which may be located within the easement area. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements.

2. The designation of streets, avenues, roads, courts, and open spaces on the Plat is for the purpose of description only and not dedication, and the rights of the Developer in the same are specifically reserved, subject to the provisions of paragraph thirty three. The Developer hereby reserves to themselves, their successors and assigns, the right to grade, regrade, and improve the streets, avenues, roads, courts, and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

3. The Developer further reserves to themselves, their successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities, to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Developer may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area reserved in paragraph I Of Article II of this Declaration or as shown on the Plat. The Developer further reserves to themselves, their successors, and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use. No street, avenue, road, court, open space, or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Developer.

ARTICLE III. HOMEOWNER'S ASSOCIATION

1. Clear View Homeowner's Association, Inc. has been or will be formed pursuant to the rules and requirements of the North Carolina Non Profit Corporation Act as an association of the owners of lots. The purpose of the association is to enforce the restrictions contained herein; and

to make and enforce rules and regulations contained herein; and to make and enforce rules and regulations governing the owners' use and occupation of lots and to establish a budget and issue assessments associated therewith.

2. Each owner of each lot within the subdivision shall be a member of the Corporation. Developer, by this declaration, and the owners of the individual lots by their acceptance of the individual deeds thereto, covenant and agree with respect to the corporation:

- a. For so long as each is an owner of a lot within the subdivision, each will perform all acts necessary to remain in good and current standing as a member of the corporation;
- b. Each owner shall be subject to the rules and regulations of the Corporation with regard to ownership of their lot(s).

3. Each membership in the Corporation shall relate to and have unity of interest with an individual lot which may not be separated from ownership of the lot.

4. The corporation shall have one class of members who shall all be owners. Each member shall be entitled to one vote for each lot owned; provided however, when more than one person holds an interest in any lot; all such persons shall be members, and, the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any one lot.

5. The corporation shall adopt by-laws which shall govern the proper operation thereof in conformity with the restrictions, agreements, and declarations contained herein.

ARTICLE IV: MAINTENANCE ASSESSMENTS:

1. Clear View Subdivision Homeowner's Association, Inc. shall appoint and oversee the operation and maintenance of any community property. It is the desire of the Developer that once the development is complete or nearly complete that the members of the Clear View Subdivision Homeowners Association, Inc. shall abide by the maintenance assessment for **Road Maintenance and other community property** as follows: The company shall determine the assessment to be charged to each lot to compensate the company for maintenance, repair and operation (including utilities, insurance and applicable taxes) of the community property. The company shall give notice of any change in the amount of the assessment (including the amount of the initial assessment) to each lot owner, at the address of each owner as listed with the Madison County Tax Collector. Each owner of each lot within the subdivision shall pay to the company such monthly assessments.

2. The lien of assessment provide for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot shall not affect the foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which became due prior to

such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3. Any maintenance assessment if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten (10%) percent per annum, costs of collection, court costs, and reasonable attorney's fees shall constitute a lien against the lot upon which such assessment is levied. The company may file notice of said lien with the Clerk of Superior Court for Buncombe County or it may file a suit to collect such delinquent assessment and charges. The company may file notice lis pendens, bring an action at law against the owner personally obligated to pay the same and or bring an action to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE V: ANNUAL/SPECIAL ASSESSMENTS:

1. The company shall declare an annual assessment which shall be paid by the each owner of the lots located within the subdivision. By virtue of ownership, each owner agrees to pay said annual assessment as well as any special assessments which may be levied by the company for the purpose of maintaining the subdivision. This may include an assessment to pay for attorney's fees. In the event an owner fails to pay said annual assessment or the special assessments then all of the provisions related to the maintenance assessment and the failure to pay the same heretofore described shall apply.

2. As part of the annual assessments the company shall assess road maintenance as follows:

- a) Each lot shall pay an equal share for road maintenance for the roadways within the subdivision up to and including the culdesac.
- b) In addition to their share of the main roadway maintenance up to and including the culdesac, lots 4 and 5 shall pay, in equal amounts, the costs associated with the road upkeep for the private driveway which runs from the culdesac and connects to their property. The remaining lot owners shall not be responsible for paying an assesment for this private driveway.
- c) In addition to their share of the main roadway maintenance up to and including the culdesac, lots 6 and 9 shall pay, in equal amounts, the costs associated with the road upkeep for the private driveway which runs from the culdesac and connects to their property. The remaining lot owners shall not be responsible for paying an assesment for this private driveway.

ARTICLE VI: COMPLIANCE

1. In the case of failure of a lot owner to comply with the restrictions, the articles of the homeowner's association or its bylaws, the following relief shall be available:

- a. The corporation, aggrieved owner or owners of lots on behalf of the corporation, or any lot owner on behalf of all lot owners shall have and recover sums due, damages, injunctive relief, and or such other and further relief as may be just and appropriate.
- b. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending owner's voting rights for any period during which an assessment against the lot remains unpaid.

ARTICLE VII. GENERAL PROVISIONS

1. The area of the Property subject to this Declaration may be increased by filing with the Register of Deeds of the jurisdiction referred to above, supplements to this Declaration, which need only be signed by the Developer, the owner of the additional land described in the supplement and the holder of any mortgage, deed of trust or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this paragraph 1.

2. The Developer shall have the right, by instrument duly recorded with the Register of Deeds of the jurisdiction referred to above, which need only be signed by the Developer, and the holder of any mortgage, deed of trust or similar lien on the portion of the Property then owned by the Developer to modify the provisions of this Declaration if the modification is required by the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any Lot thereon for approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, or similar programs, and the consent to the modification by any Lot owner or of the holder of any mortgage or lien on such owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by the Developer.

3. The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

4. Each conveyance of a Lot, or of any interest in the Lot, by the Developer, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions, Agreements, Associations, and Easements by the Developer.

These covenants made and entered into this the 4th day of Oct. 2007.

Developers

By: L. Shawn Burleson
FOR BURLESON & SON BUILDERS, LLC

State of North Carolina
County of Buncombe

I, Carey D. Young a Notary Public of the County and State aforesaid, certify that L. Shawn Burleson, member of and on behalf of Burleson & Son Builders, LLC "Developers" of Clear View Subdivision, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4th day of Oct 2007.

Carey D. Young
Notary Public

My Commission Expires: 2-19-2011

