

**THE REAL PROPERTY IS BEING OFFERED TO THE PUBLIC THROUGH ONLINE BIDDING ONLY.**

**PLEASE READ ALL TERMS OF THE SALE CAREFULLY PRIOR TO REGISTERING AND BIDDING. REGISTERING TO BID CONFIRMS THAT YOU HAVE REVIEWED AND AGREE TO THE FOLLOWING TERMS.**

- **AS IS:** The REAL PROPERTY and all improvements, if any, will be sold AS-IS with no representations or warranties, expressed or implied. Bidders are encouraged to conduct their inspections and due diligence prior to bidding at the auction. All information provided is believed to be correct but is not guaranteed.
- **RIGHT OF WAYS, EASEMENTS, & COVENANTS:** THE REAL PROPERTY is being sold subject to any or all RIGHT OR WAYS, EASEMENTS, AND COVENANTS. Bidder is responsible for doing their own property investigations prior to bidding on the property.
- **PROPERTY RIGHTS:** Mineral rights, timber rights, water rights, if any, will transfer with REAL PROPERTY unless otherwise disclosed.
- **PROPERTY PREVIEW:** Scheduled preview dates will be announced prior to auction start date or Bidders may also request a preview of the property through scheduled appointments. All previews of the property shall be through appointment only.
- **PRE-AUCTION OFFERS:** Seller reserves the right to accept or reject any offers properly presented prior to the start of the auction. All offers submitted prior to the start of the auction are subject to the same auction terms such as due diligence deposit, buyer's premium, and no contingencies. If an offer is accepted prior to the start of the auction any registered bidders will be notified, but the contract price will remain confidential.
- **REGISTRATION:** Registration is required for online bidding in advance and is the sole responsibility of the bidder to confirm they are registered prior to the auction start time.
- **BIDS AND INCREMENTS:** Auction Firm has the sole discretion to determine the highest bidder and to set bid increments.
- **QUALIFIED BIDDERS:** Auction Firm reserves the right to refuse to register or remove any bidder from the site for any reason and request additional information from any bidder.
- **SOFT CLOSE:** The online bidding is a timed event. Auction Firm reserves the right to extend the auction in 2-minute segments for all bids received in the last 2 minutes of the auction.
- **SELLER CONFIRMATION:** The REAL PROPERTY is being offered for an online auction only; bids will be subject to approval of the Seller.
- **METHOD OF SALE:** If Seller accepts the highest bid, the high bidder will be notified by 5pm on the end day of the auction. The bidder will have 24 hours to execute an NC Offer to Purchase Contract and other required documents upon notification of the winning bid. Winning bids may not be assigned except to entities that the bidder owns the majority interest in.
- **AGENCY:** Buyer will be required to sign an agency disclosure form stating that the buyer is aware that the **Clearwater Group of NC INC.** represents the seller and the seller's interest in the transaction.
- **BUYERS AGENTS FEE:** Buyer agents holding a NC Real Estate License will need to be disclosed in writing 48 hours prior to bidder registration for a broker participation fee of 2% (of the high bid price) or properly present any pre-auction offers on behalf of their clients; **NO EXCEPTIONS.** If these steps are not completed, no participation fee will be paid.

- **PURCHASE CONTRACT:** Within 24 hours of the close of the auction, Buyer will be required to submit their deposit and execute the most recent NC Offer to Purchase Contract 2T or Vacant Land Offer to Purchase; whichever is applicable to the type of property being sold. The winning bidder will be required to produce qualification or proof of funds upon notification of the winning bid.
- **NO CONTINGENCIES:** The offer to purchase contract is not subject to any buyer contingencies for financing, appraisal, surveys, inspections, soil testing, or any other contingencies.
- **DUE DILIGENCE DEPOSIT:** 2% of the sales price will be required in the form of a due diligence deposit (*non-refundable*) no less than 24 hours from the close of the auction, and the balance of the purchase price will be due at closing. The due diligence deposit will be credited back to the buyer at closing.
- **BUYER'S PREMIUM:** Buyer will be required to sign a buyer's premium agreement upon execution of the offer to purchase contract. A buyer's premium of 10% is added to the last and highest bid to determine the contract purchase price. EXAMPLE - if the high bid is \$100,000.00, a buyer's premium of \$10,000.00 is added and the purchase price would be \$110,000.00.
- **PROPERTY TRANSFER:** The property will be sold subject to an existing survey or the existing legal description.
- **CLOSING:** Closing is to take place no more than **45 days** from the close of the auction; TIME IS OF THE ESSENCE.
- **POSSESSION:** Possession will be given at closing, subject to existing leases, IF ANY.
- **BUYER DEFAULT:** TIME IS OF THE ESSENCE with regards to the Closing Date. Buyer shall forfeit the deposit if Buyer fails to close on or before the Settlement Date as set forth in the Offer to Purchase.
- **TECHNICAL PROBLEMS:** The Auction Firm will not be liable for any faulty equipment, failure of equipment, faulty software, failure of software, lack of internet service connections or signals, or failure for any online bids that are not relayed on time to the Auction Firm. The Auction Firm reserves the right to extend bidding, delay bidding, or cancel bidding, without any notice to online bidders.
- **DISCLAIMER:** The Auction Firm provides property information that is believed to be accurate, but it is not guaranteed. Bidders must do their own due diligence prior to bidding on the property. By bidding on the property buyers acknowledge that they are satisfied with the property and agree to purchase AS IS.

DIVISION OF ENVIRONMENTAL HEALTH  
GOVERNMENTAL CENTER - POST OFFICE BOX 204  
WENTWORTH, NORTH CAROLINA 27375-0204

IMPROVEMENT PERMIT

336-342-8180

NOTE: This Improvement Permit DOES NOT authorize the construction or installation of a septic tank or any wastewater system. An Authorization for Wastewater System Construction must be obtained from our Department prior to the construction/installation of a system or the issuance of a building permit.

TAX PIN NUMBER: 10971680-1

APPLICANT NAME: TROXLER

WAYNE

PROPERTY INFORMATION

OWNER INFORMATION

Road Name: LINCOLN ST / VIRGINIA AV  
Subd/Park: WOODBRIAR  
Section :  
Lot # : 80

SOUTHERN GRG, LLC  
PO BOX 10378  
GREENSBORO NC 27404

Lot Size : 1.02

Water Supply : DAN RIVER

RESIDENTIAL SPECIFICATIONS

COMMERCIAL SPECIFICATIONS

Number Bedrooms : 03  
Number Occupants: 000  
Building Type : DOUBLE WIDE

Facility Type: ++++++  
Number Employees :  
Number per Shift :  
Industrial Waste : NO

Expiration Date : 5/13/2013

-- TRANSFERABLE --

NC 14 TO AIKEN RD LEFT ON LINCOLN ST TO INTERSECTION OF VIRGINIA AVE AND LINCOLN ST/ PAID 1500.00 FOR 20 LOTS. CHECKS 2784.  
New septic tanks require effluent filter, risers, and markers. G.S.130A-335(i)

GPD Design Wastewater Flow 360 LTAR .275 Diagram of the existing/proposed facility and the specific site for wastewater system

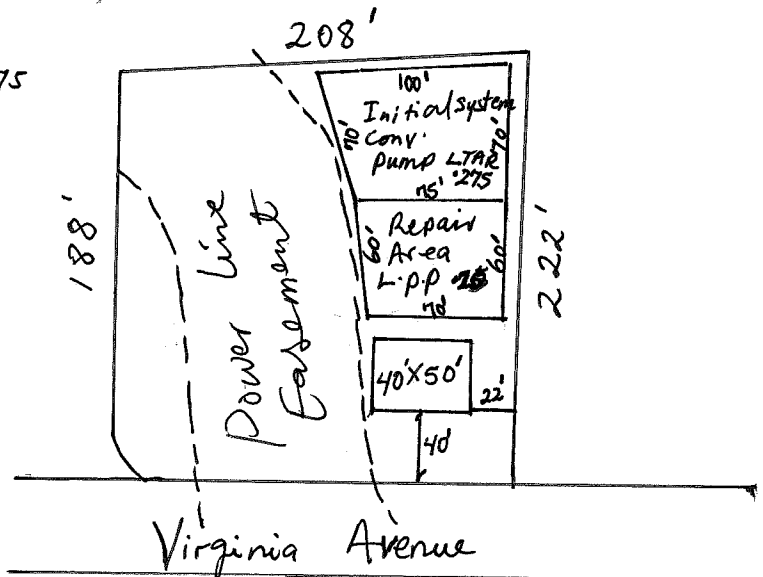
New Site yes Repair Site \_\_\_\_\_  
Type System: Conventional  
Conventional w/Pump yes  
LPP \_\_\_\_\_ PPBPS System \_\_\_\_\_ Other \_\_\_\_\_

Required Site Modifications/Conditions  
- Initial conventional pump LTAR .275  
- Repair Lpp LTAR .15

Grease Trap/Pretreatment Requirements \_\_\_\_\_

A plat of the property showing specific locations must be attached for the improvement permit to be complete. **THIS PERMIT IS SUBJECT TO REVOCATION OR SUSPENSION IF THE SITE PLANS OR THE INTENDED USE CHANGE, THE SITE OR SOIL CONDITIONS ARE ALTERED, PERMIT CONDITIONS ARE NOT MET, OR UPON A FINDING THAT ITS ISSUANCE WAS BASED ON INCORRECT OR INADEQUATE INFORMATION.**

Appeals: By written petition to the Office of Administrative Hearings, P. O. Drawer 27447, Raleigh, North Carolina 27611-7447 in accordance with G.S. 150B-23(a)



Authorized Agent: Amiee Yarn  
Imppermit092204 st.doc

Date 5/13/08

Drawn by & Return to: Joseph G. Maddrey

## DEED OF RESTRICTIONS

NORTH CAROLINA

ROCKINGHAM COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT:

The Souther/GRG, LLC of \_\_\_\_\_ County, North Carolina, being the owner of the following described tracts of land the same being Lots \_\_\_\_\_ inclusive of \_\_\_\_\_ as shown on the Subdivision Map prepared by C.E. Robertson & Associates, P.L.S. dated \_\_\_\_\_ and recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_, Rockingham County Registry, to which map reference is hereby made and the said Souther/GRG, LLC has executed a general plan for the improvement and development of said Lots does hereby establish the covenants, conditions, reservations, and restrictions and subject to which all Lots or portion of such Lot shall be improved or sold and conveyed and that such property is hereby subjected to the following restrictions and covenants which shall run with the said land, to-wit:

1. **RESIDENTIAL PURPOSES.** All tracts in this subdivision shall be used for residential purposes only. No tracts in this subdivision shall be used for business, manufacturing or commercial purposes. No livestock or other animals may be raised or kept for commercial purposes. All swine are prohibited.
2. **DETACHED SINGLE FAMILY DWELLING.** No structure shall be erected or permitted to remain upon any of the tracts in this subdivision other than one detached single family dwelling; however, the owner may erect one garage and/or other outbuilding as may complement the use of the tract for residential purposes. No such garage and/or other outbuilding may be constructed upon any tract or tract combination that does not have a residence in order to conform in quality of construction and architectural design as that employed to construct the principal residence.



No temporary living quarters, trailers or so called cabin shall be erected or permitted to remain on any of the lots within the subdivision except such temporary buildings may remain on a lot for a six (6) month period for the sole purpose of overseeing any construction project in progress.

No single-wide mobile home shall be allowed on any of the lots.

3. **SET BACKS AND BUILDING LINES.** Placement of all structures constructed on the lot must be approved by the developer and the Planning and Health department for Rockingham County, North Carolina. Location of wells must be approved by Developer.
  
4. **SIZE OF DWELLINGS.** All residence erected on the property shall contain a minimum of 960 square feet of heated floor space. All double wide mobile homes, sectional mobile homes or modular homes shall have dimensions of 24 x 40 (twenty-four feet wide by forty feet long) or greater. No other mobile homes are permitted. No single wide mobile homes may be joined together or have additions built onto them for the purpose of meeting the minimum square footage requirement. No single-wide mobile homes permitted. All mobile homes, modular homes or sectional mobile homes must be firmly anchored and fully underskirted with masonry or siding that matches the siding of the home. Concrete block houses are prohibited.

A single family dwelling constructed on any lot must meet the following minimum requirements:

- a. The ground floor shall contain at least 960 square feet of heated floor space exclusive of any attached garage.
- b. No basement or level below the front elevation grade level will be considered for accountable square footage to meet the requirements herein.
- c. No cement block dwelling may be constructed unless surfaced with stucco or similar material.
- d. Doublewide mobile homes are permitted within the subdivision. Any such manufactured homes must be placed on a permanent masonry foundation.

The appearance and location of all fencing placed on a lot shall be approved by the developers.

5. **COMBINING OR RESUBDIVIDING LOTS.** No residence shall be constructed upon less than one lot as shown on the recorded subdivision plat. Lots may be combined with only one residence being constructed upon the combined lots.

No lots in this subdivision may be resubdivided unless approved in writing

by the developer, except that two neighboring lot owners may subdivide a vacant lot between them in order to increase the size of the lot that each owns. The developer reserves the right to resubdivide any lots in the subdivision as long as the resulting lots meet the requirements of these restrictive covenants and all applicable zoning and subdivision ordinances.

No road, easement or right-of-way for ingress and egress shall be located on any lot which easement, right-of-way or road shall extend to or across a property line not included in this subdivision. It is the intent of this restriction to prohibit the use of any lot for access to property not located within the subdivision or any additions thereto.

6. **RESTRICTIONS ON ANIMALS.** Domestic animals only shall be allowed in this subdivision. No animals used for breeding purposes only shall be allowed. No Pit Bulls, Dobermans, Rottweilers or mixture thereof and/or vicious dogs are permitted in this subdivision.
7. **SATELLITE DISHES AND FUEL TANKS.** No Satellite discs whose diameter exceeds twenty-four inches (24") shall be erected on any lot within this subdivision, but in no event shall any satellite disc be permitted to be installed or be located any closer to the front property line than the front line of the dwelling on said lot. No fuel tanks or pipelines, gas, oil or otherwise, shall be allowed to remain exposed to view. The same shall be buried or installed out of sight or beneath ground level.
8. **JUNKED AUTOMOBILES.** No wrecked or immobilized motor vehicles shall be stored on the property. No junked motor vehicles shall be allowed, which shall include a vehicle that does not display a current license plate and registration and is either: 1) partially dismantled or wrecked, or 2) cannot be self propelled or moved in the manner originally intended, or 3) partially dismantled and cannot be moved in the manner intended.
9. **NO NUISANCE ACTIVITIES.** No noxious or offensive activity shall be carried on upon any lot in this subdivision, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Barking dogs may be declared to be nuisance forbidden by this restrictive covenant.
10. **TRASH, GARBAGE, AND GARBAGE CANS.** No lot shall be used or maintained as a dumping ground for junked motor vehicles, rubbish, unused building materials and equipment, discarded or unused personal property, or other garbage. All garbage disposal shall occur outside of the subdivision. Garbage cans shall be used and kept in the garage or outbuilding or otherwise shielded from street view in the rear of the dwelling. In lieu of garbage cans, the owner may use a non-metal residential garbage container provided by the waste



management service that provides garbage pickup service in the subdivision.

11. **SEWAGE SYSTEMS.** All sewage systems, septic tanks and sand pipes shall be located, constructed and maintained in accordance with the requirements of the North Carolina State Board of Health and Rockingham County Environmental Department.
12. **MAINTENANCE OF LOTS, LANDSCAPING AND IMPROVEMENTS.** Each lot owner within this subdivision shall cause his lawn to be mowed as needed, maintain the landscape and drainage of the lot to prevent erosion, maintain the residence and other improvements located upon each lot to preserve its good condition and appearance, thus promoting the welfare and property values in the neighborhood for the benefit of all lot owners within this subdivision. All yards must be grassed and landscaped at the time the property is occupied in such a manner as to control any erosion which may result. No fences shall be placed any closer to the road than rear of residence, unless approved by the Developer. All children's toys and playground equipment must remain in the back yard, out of sight and behind the home. No outside clotheslines shall be erected or permitted to remain within this subdivision except "umbrella" clotheslines located in the rear of the residence. All driveways must be graveled, cemented, or asphalted. All driveways installed to the property from its abutting roadway must be installed according to the North Carolina Department of Transportation standards. No permanent yard art and statutory are permitted on the lots in said subdivision. No shrubbery may be placed on any lot obstructing the sight distances necessary to safely drive on the driveways in the subdivision. The sole risk of loss or damage resulting from plantings placed upon areas reserved for utility or drainage easements shall be upon the owner. In addition to all other remedies available in equity or in law, the developer reserves the right and option after five (5) days written notice to a lot owner to take any reasonable action to correct the failure of any lot owner to maintain and preserve his lot and the landscape and improvements located thereon and to charge the reasonable cost of such action to the lot owner involved.
13. **CONSTRUCTION COVENANTS.** Each lot owner agrees to be responsible for the following from the beginning until the completion of any building constructed on their lot.
  - (a) All debris, including excess dirt caused by the clearing of land must be removed before a home may be placed on the property.
  - (b) There shall be no driving or parking on the shoulder of the road in front of, across from, or an adjoining property by the lot owner, his contractors and their agents. Specifically, no other lots shall be disturbed or encroached upon during the construction period.

(c) All trash and debris lying on the right of way or on adjoining property as a result of the lot owner, his contractor or his agents is to be removed each week.

(d) Any damage to the shoulder of the road by the lot owner or his agent shall be corrected to its condition prior to construction and to the satisfaction of the North Carolina Department of Transportation.

(e) Any damage to the right of way by mechanical equipment or other machinery will be repaired by the lot owner or his agent to the standards set forth by the North Carolina Department of Transportation.

(f) Landscaping must be completed within 30 days of occupancy, weather permitting; however, all debris and trash of any sort must be removed from the premises before occupancy.

(g) All costs of legal action to enforce said restrictions will be charged to the property owner if found to be in non compliance.

14. **OCCUPANCY OF COMPLETED CONSTRUCTION.** Any towing apparatus, wheels, axles, frames or towing lights must be removed from the property before securing an occupancy permit.

A certificate of occupancy to occupy the dwelling may not be requested from the appropriate governing body until all conditions set forth in the restrictions are met.

15. **RECREATIONAL VEHICLES.** No boats, buses, trailers, campers, or recreational vehicles shall be parked on any public street in said subdivision. All said boats or vehicles must be kept on a private driveway located entirely within a Lot.
16. **TIMBER.** No timber may be cut for sale without permission of Developer. Nor shall any tree be cut or destroyed within 10' (ten feet) of any property line unless such trees present a clear and present danger to the structures as located upon the lot.
17. **SIGNAGE.** No commercial signs shall be erected or maintained on any lot except standard "For Sale" signs.
18. **DURATION OF COVENANTS.** These restrictive covenants shall remain in effect for a period of thirty (30) years from the date of this declaration. After which time, said covenants shall be automatically extended for successive periods of ten (10) years, provided that these Restrictions can be amended or changed when approved and recorded by the owners of two-thirds of the lots in said



subdivision. Said written instruments to be appropriately recorded and indexed in the Office of the Register of Deeds for Rockingham County, North Carolina.

19. **INVALIDATION OF INDIVIDUAL COVENANTS.** The invalidation of any one of these individual covenants and restrictions by judgment or court order shall have no effect on the validity and enforceability of the remaining restrictions which shall remain binding.
20. **RIGHT TO WAIVE CERTAIN RESTRICTION VIOLATIONS.** In furtherance of the general welfare of the development, Souther/GRG, LLC, its successors or assigns reserves the absolute right and power to waive observance of any of the restrictive covenants if said developer deems it prudent and in the best interest of the subdivision to do so. Any such waiver shall be limited to the specific case at hand, shall be made in writing and shall be recorded in the county office of the Register of Deeds.
21. **ASSIGNMENT OF DEVELOPER'S INTEREST IN THESE RESTRICTIVE COVENANTS.** Souther/GRG, LLC reserves the right and option to designate or assign and transfer its interest herein by the recordation in the Rockingham County Registry of a document evidencing such designation or assignment and transfer, and, to whom such has been made.
22. **EASEMENT.** Souther/GRG, LLC reserves the right to locate, construct, erect or maintain or caused to be located, constructed, erected, or maintained all necessary public utility lines, poles, and wires along the lines of each and every lot in this subdivision and also reserves the right of access for all necessary repairs and the maintenance of such public utility lines, poles, and wires.
23. **ENFORCEMENT.** These restrictive covenants may be enforced by injunction and other remedies available at law. If the owner or occupant of any tract or tracts subject to these covenants, or any other person, shall violate, or attempt to violate, any of the covenants herein, then it shall be lawful for the Developer or any tract owner whose land is bound by these covenants to initiate and prosecute any proceedings at law or in equity in order to stop such violation. Further, it shall be lawful for the person seeking to enforce adherence to these covenants to seek money damages and attorney fees from any person violation or attempting to violate these restrictive covenants.
24. **HEADINGS.** The headings used in these restrictive covenants have been inserted as a matter of convenience to the reader. As such, the headings used herein shall not control the contents of the restriction in question but shall be used for descriptive purposes only.