



**The McLemore  
Group**

## TERMS OF AUCTION

**AUCTION FOR** – Kimberly Kramer

**AUCTION LOCATION** - Online only at [www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)

**AUCTION END DATE** - Saturday, June 22<sup>nd</sup>, 2024 at 5:00 PM (EST)

**AUCTIONEER** — Kayla Carder (Broker/Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St. in Matthews NC has contracted with "Seller" to offer to sell at public auction certain real property.

**Offering** – 1.36 acre Waterfront Lot

Caldwell County Parcel # 08 SEC4T224Z; NC PIN # 2795127254

Deed Book: 1585 Page: 581

5063 Harbor View Drive E. Granite Falls, NC 28630

### **General Terms and Conditions**

**8% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract & Place an Earnest Money Deposit on June 22<sup>nd</sup>. Buyer will close on or before Monday July 22<sup>nd</sup>, 2024. This is a Reserve Auction, Property Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.**

**BIDDER REGISTRATION** - Register for online only auction at [www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com). Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AGENCY DISCLOSURE** — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and



matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**AUCTION METHOD** - Auction will be "**Sold Subject to Seller Confirmation**" and conducted with internet bids until bids are complete on **Saturday June 22<sup>nd</sup>, 2024 ending at 5:00 PM EST**. Final high bid plus **8% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **8% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **July 22<sup>nd</sup>, 2024**.

**SALE CONTRACT** — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

**EARNEST MONEY DEPOSIT** — Purchaser will be required to make a **\$5,000 Earnest Money Deposit on June 22<sup>nd</sup>, 2024**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

**RELEASE FOR USE** — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape,

photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**DISPUTE RESOLUTION** — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

**Choice of Law, Jurisdiction, and Venue** — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

**MISCELLANEOUS** — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

**Bidder Acknowledgement** -- By registering for online only auction you hereby agree to the Terms of Auction



# AERIAL IMAGE

ONLINE ONLY AUCTION, ENDS JUNE 22, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore  
Group**



 Boundary

**Dan McLemore**

P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107B N Trade Street P.O. Box 66



The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.



# AREA MAP

ONLINE ONLY AUCTION, ENDS JUNE 22, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLeMore  
Group**




 Boundary

**Dan McLeMore**  
P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107B N Trade Street P.O. Box 66

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# LOCATION MAP

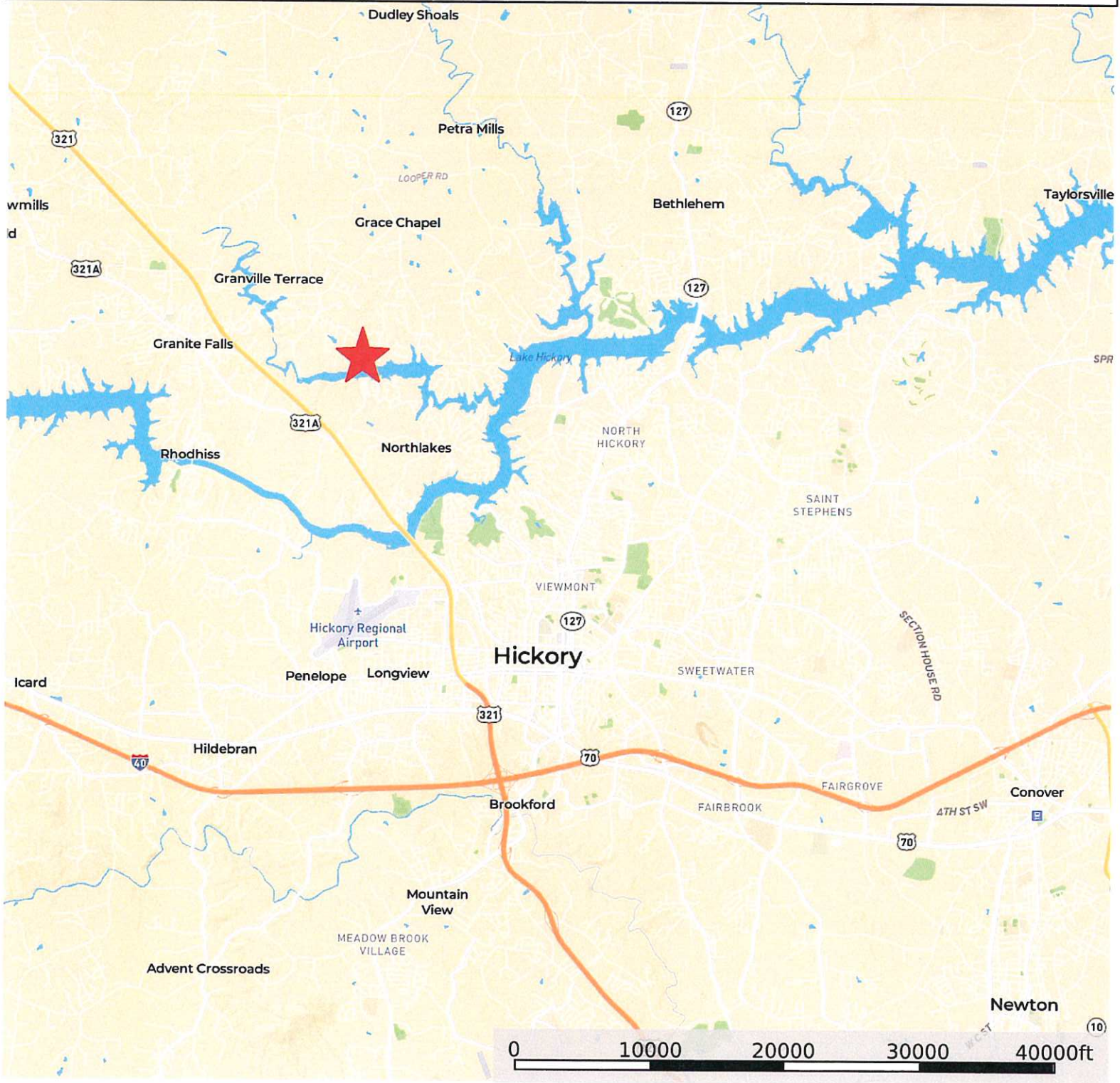
ONLINE ONLY AUCTION, ENDS JUNE 22, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore  
Group**



Dan McLemore

P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107B N Trade Street P.O. Box 66



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# 3D IMAGE

ONLINE ONLY AUCTION, ENDS JUNE 22, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



The **McLemore**  
Group







DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
SUBDIVISION ROAD CONSTRUCTION STANDARDS CERTIFICATION

APPROVED: *[Signature]*  
DISTRICT ENGINEER

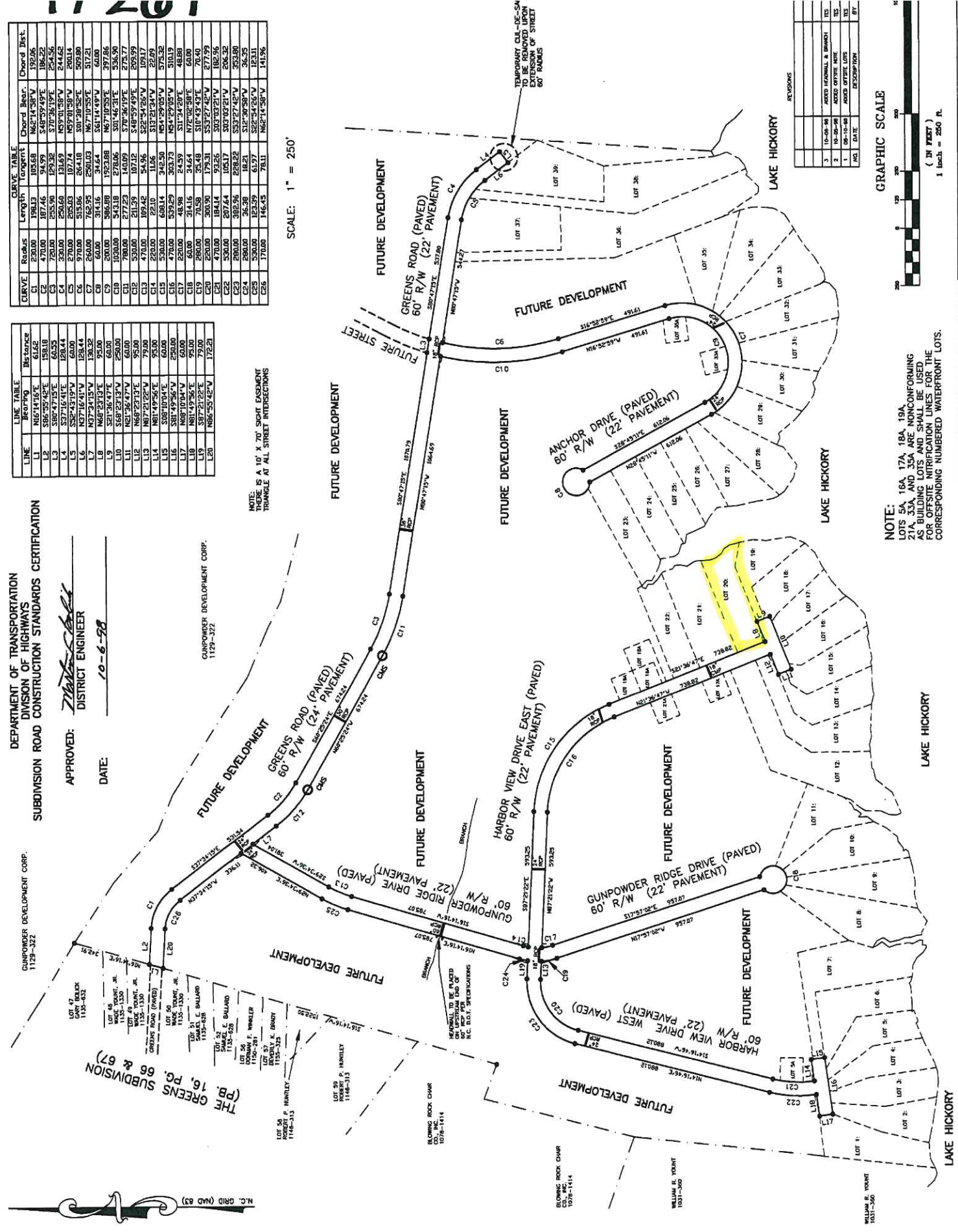
DATE: 10-6-98

LINE	LENGTH	BEARING	CHORD BEARING	CHORD DIST.
L1	100.00	N62°14'58"E	100.00	100.00
L2	100.00	S86°55'42"E	100.00	100.00
L3	100.00	S86°55'42"E	100.00	100.00
L4	100.00	S86°55'42"E	100.00	100.00
L5	100.00	S86°55'42"E	100.00	100.00
L6	100.00	S86°55'42"E	100.00	100.00
L7	100.00	S86°55'42"E	100.00	100.00
L8	100.00	S86°55'42"E	100.00	100.00
L9	100.00	S86°55'42"E	100.00	100.00
L10	100.00	S86°55'42"E	100.00	100.00
L11	100.00	S86°55'42"E	100.00	100.00
L12	100.00	S86°55'42"E	100.00	100.00
L13	100.00	S86°55'42"E	100.00	100.00
L14	100.00	S86°55'42"E	100.00	100.00
L15	100.00	S86°55'42"E	100.00	100.00
L16	100.00	S86°55'42"E	100.00	100.00
L17	100.00	S86°55'42"E	100.00	100.00
L18	100.00	S86°55'42"E	100.00	100.00
L19	100.00	S86°55'42"E	100.00	100.00
L20	100.00	S86°55'42"E	100.00	100.00

CURVE	Radius	Length	Tangent	Chord Dist.
C1	230.00	198.13	105.68	192.06
C2	470.00	187.46	94.99	184.22
C3	230.00	255.90	129.32	254.56
C4	320.00	250.60	131.63	244.62
C5	270.00	205.03	107.74	200.14
C6	970.00	515.06	264.18	507.21
C7	230.00	198.13	105.68	192.06
C8	60.00	34.64	17.32	34.64
C9	200.00	396.88	192.88	397.86
C10	100.00	543.18	270.06	536.90
C11	780.00	277.23	140.09	275.77
C12	530.00	211.39	107.12	209.99
C13	470.00	187.46	94.99	184.22
C14	230.00	255.90	129.32	254.56
C15	230.00	255.90	129.32	254.56
C16	230.00	255.90	129.32	254.56
C17	230.00	255.90	129.32	254.56
C18	230.00	255.90	129.32	254.56
C19	230.00	255.90	129.32	254.56
C20	230.00	255.90	129.32	254.56
C21	230.00	255.90	129.32	254.56
C22	230.00	255.90	129.32	254.56
C23	230.00	255.90	129.32	254.56
C24	230.00	255.90	129.32	254.56
C25	230.00	255.90	129.32	254.56
C26	230.00	255.90	129.32	254.56

NOTE: THERE IS A 10' X 70' SIGHT TRIANGLE AT ALL STREET INTERSECTIONS

SCALE: 1" = 250'



NOTE: LOTS 5A, 16A, 17A, 18A, 19A, 21A, 33A, AND 35A ARE NONCONFORMING AS BUILDING LOTS AND SHALL BE USED FOR OFFSITE MITIGATION UNITS FOR THE CORRESPONDING NUMBERED WATERFRONT LOTS.

NO.	DATE	DESCRIPTION
1	10-09-98	ADDED HARBOR VIEW DRIVE
2	10-20-98	ADDED OFFSITE MITIGATION UNITS
3	11-05-98	ADDED DATE

GRAPHIC SCALE





KRAMER KIMBERLY E

5063 EAST HARBOR VIEW DR  
129119

COUNTY (100), GRACE CHAPEL (100), RESCUE GRACE CHAPEL (100)

Reval Year: 2021 Tax Year:  
2024

BK 1585 PG 581 YR 06 ST 250.00

Appraised by 03 on 03/23/2016 00115 NEIGHBORHOOD

Return/Appeal  
Notes:

Parcel: 08- SEC-4T-224-Z

PLAT: UNIQ ID  
0017/0265 247162  
ID NO: 2795.00 12 7254

CARD NO. 1 of 1

1.0000 LT

SRC=

TW-08

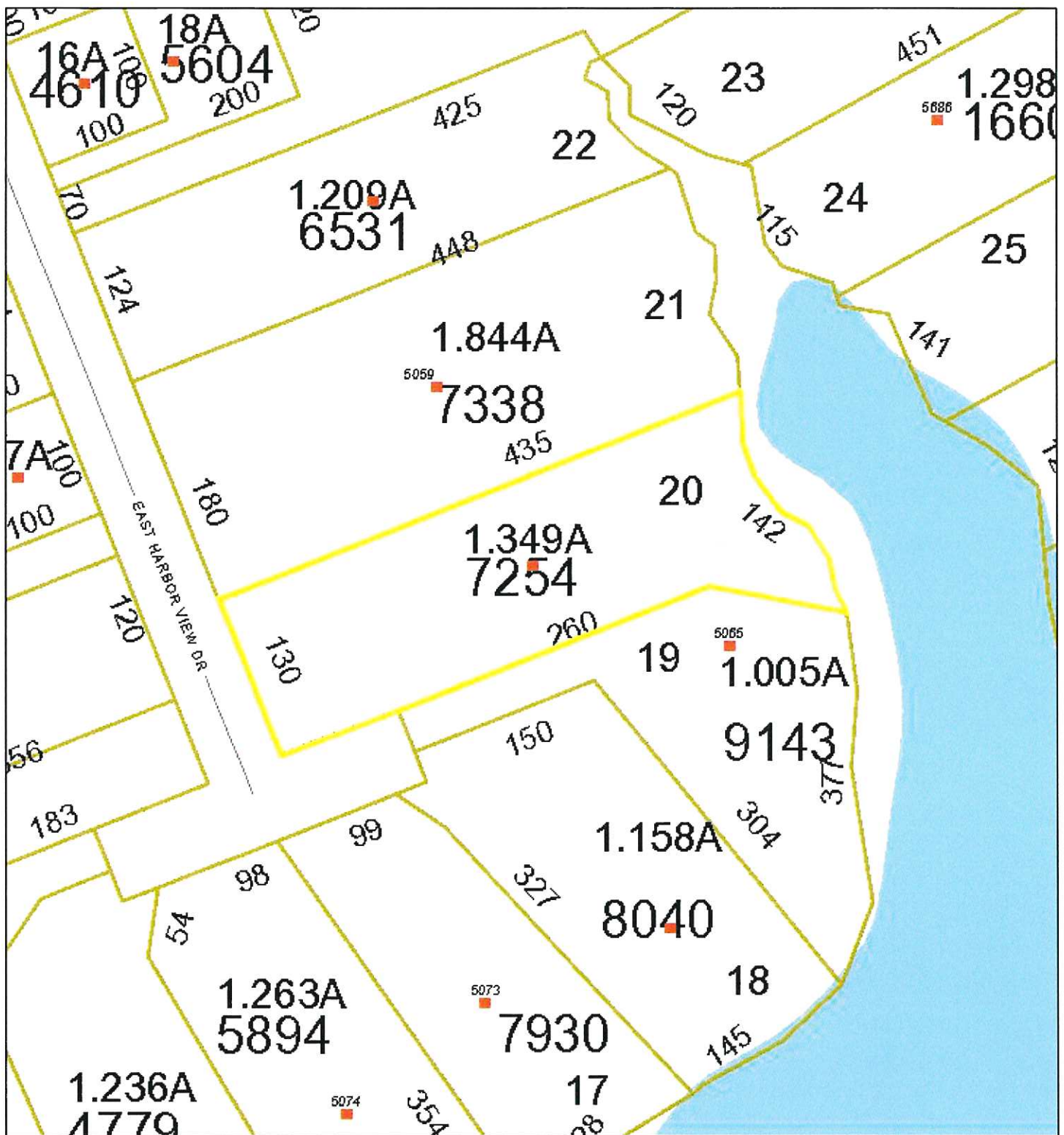
CI-FR-EX-

AT-

LAST ACTION  
20160323

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE												
TOTAL POINT VALUE	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	CREDENCE TO													
BUILDING ADJUSTMENTS	01	00							% GOOD													
TOTAL ADJUSTMENT FACTOR	TYPE: SINGLE FAMILY RESIDENTIAL									DEPR. BUILDING VALUE - CARD												
TOTAL QUALITY INDEX	STYLE:									DEPR. OB/XF VALUE - CARD												
									MARKET LAND VALUE - CARD													
									TOTAL MARKET VALUE - CARD													
									TOTAL APPRAISED VALUE - CARD													
									TOTAL APPRAISED VALUE - PARCEL													
									TOTAL PRESENT USE VALUE - PARCEL													
									TOTAL VALUE DEFERRED - PARCEL													
									TOTAL TAXABLE VALUE - PARCEL													
									PRIOR													
									BUILDING VALUE													
									OBXF VALUE													
									LAND VALUE													
									PRESENT USE VALUE													
									DEFERRED VALUE													
									TOTAL VALUE													
									PERMIT													
									CODE DATE NOTE NUMBER AMOUNT													
									ROUT: WTRSHD:													
									SALES DATA													
									OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE													
									BOOK PAGE MO/YR													
									01585 0581 2 2006 WD Q V 125000													
									01464 1739 8 2003 WD Q V 125000													
									01274 0718 8 1999 WD U V 90000													
									0017 0265 10 1998 PL UN V 0													
									00017 0265 10 1998 PL X V 0													
									HEATED AREA													
									NOTES													
									LOT 20 ANCHORS LANDING													
									SECTION I FROM SEC 4T 230													
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE		
TYPE	AREA	%	CS	TOTAL OB/XF VALUE																		
FIREPLACE																						
SUBAREA TOTALS																						
BUILDING DIMENSIONS																						
LAND INFORMATION																						
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES			
SFR WATER	0122		0	0	2.6800	4	0.5000	+00 +00 +00 -50 +00			RP	56,100.00	1.000	AC	1.340	75,174.00	75174		0.134 ACRES			
RURAL AC	0120		0	0	2.7600	4	0.5000	+00 +00 +00 -50 +00			RP	15,600.00	0.340	AC	1.380	21,528.00	7320		0			
TOTAL MARKET LAND DATA														1.340						82,500		
TOTAL PRESENT USE DATA																						





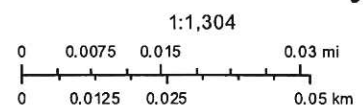
This map is NOT of land survey quality and is NOT suitable for such use.

**Owner** KRAMER KIMBERLY E  
6842 WELLSLEY CT  
CLEMMONS, NC 27012

**Acct Number** 129119  
**Parcel ID** 08 SEC4T224Z  
**NCPIN** 2795127254

**Deferred Val** \$  
**Assessed Val** \$82,500  
**Calc Acreage** 1.35842944  
**Land Units** 1 (LT)  
**Plat Ref** 0017/0265  
**Legal Desc** BK 1585 PG 581 YR 06 ST 250.00  
**Property Addr** 5063 EAST HARBOR VIEW DR

**Caldwell County**



May 22, 2024



Book 1459 Pages 1657 -1665

Caldwell County, NC  
Recorded 07/25/2003 12:59:38pm  
No 9999-00076492 1 of 9 pages  
Lois Greene, Register of Deeds

DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
ANCHORS LANDING SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS OF ANCHORS LANDING SUBDIVISION is made this 9th day of July, 2003 by Lake Norman Properties, Inc., hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of ANCHORS LANDING Subdivision, hereinafter "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Caldwell County, North Carolina known as ANCHORS LANDING Subdivision; and

WHEREAS, Section 1 of ANCHORS LANDING Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), Plat Book 21, Pages 103-106 in the Office of the Register of Deeds for Caldwell County to which reference is hereby made for a more complete description; and plat(s) for additional phases made a part of this subdivision will be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions, and the Declaration of Covenants, Conditions and Restrictions of ANCHORS LANDING Subdivision and ANCHORS LANDING Homeowners Association, Inc., hereinafter "Declaration", recorded separately in the Office of the Register of Deeds for Caldwell County for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant desires to provide for the preservation of the values of ANCHORS LANDING Subdivision made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to these Restrictions and the Declaration and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of ANCHORS LANDING Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.







PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION  
AND ADDITIONS THERETO

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Caldwell County, North Carolina, and is shown on maps recorded in Map Book(s) and Page(s) Plat Book 21, Pages 103 - 106 in the Office of the Register of Deeds for Caldwell County.

2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association:

(a) Declarant reserves the right to subject to this Declaration other certain contiguous property that it owns, which may be developed into tracts and roadways and may later be made a part of ANCHORS LANDING Subdivision. Declarant shall have and hereby reserves the right and option, from time to time and for so long as the Declarant owns any contiguous property, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Caldwell County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.

(b) Additional residential property and common area, consisting of not more than five hundred (500) acres, outside of the area may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Declaration of Restrictive Covenants of ANCHORS LANDING Subdivision and by filing of record Supplementary Declarations of Declaration of Covenants, Conditions and Restrictions of ANCHORS LANDING Subdivision and ANCHORS LANDING Homeowners Association, Inc., with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary.

**GENERAL USE RESTRICTIONS**

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and



related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.

2. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than One Thousand Eight Hundred (1,800) square feet On the waterfront and One Thousand Six Hundred (1,600) square feet otherwise, regardless of the number of stories. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration.

3. All improvements to the lot must comply with Caldwell County setback requirements or those set out in the recorded plat.

4. More than one lot (as shown on said plat(s) or portions thereof, may be combined to form one or more lots by (or with the written consent of) Declarant, its successors and assigns, No lot may be subdivided by sale or otherwise, except by (or with the written consent of) Declarant, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

5. All connections of private driveways to ANCHORS LANDING road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by The Architectural Review Committee of ANCHORS LANDING Homeowners Association, Inc. and must also meet all requirements for acceptance into the North Carolina state road system.

6. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. Two copies of all plans and related data shall be furnished to the Committee for its records. If no action is taken by the Committee within thirty (30) days after plans are submitted to it, the owner may proceed to build without approval.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for herein below.

9. With the exception of construction which is interrupted or delayed due to

physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, ANCHORS LANDING Homeowners Association, Inc., hereinafter referred to as the "Association", will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

10. No trailer, truck, van, mobile home, modular home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

11. All homes constructed in ANCHORS LANDING Subdivision must be supplied with water for normal domestic use from individual privately drilled wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan locating the proposed building site, drainage and repair septic field and well site.

12. Exposed exterior walls composed of the following materials shall be prohibited from ANCHORS LANDING Subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

13. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs and cats and other indoor household pets. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or



future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above-ground swimming pools, unless approved by the Committee.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a burial pit in accordance with governmental regulations.

16. In addition to the easements that are shown on the recorded plats of ANCHORS LANDING Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or properties within ANCHORS LANDING Subdivision. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect.

17. Declarant reserves a temporary construction easement of thirty-five (35) feet in width along both sides and running parallel to streets or roads, which easements shall expire eighteen months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.

18. No outside clotheslines shall be permitted. Satellite dishes may be permitted in accordance with Section 207 of the Telecommunication Act of 1996 and regulations promulgated thereunder. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards,

19. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

20. No billboards or signs of any description shall be displayed upon any lot. The Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision and this section. Declarant also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas, and any other sign that will aid in the development of ANCHORS LANDING Subdivision.

21. Except within the building site or within 20 feet of the main dwelling, no

trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.

22. Declarant, or its successors and assigns, will deed a lot or right of way to the Association which will provide access for lot owners to a community pier, or other amenities which will be constructed by the Declarant and maintained by the Association. Notwithstanding anything herein to the contrary, Declarant will also deed to the Association a lot fenced for dry boat storage, or for any other use permitted in these Restrictions, for its use and maintenance. Declarant will, if permitted by Caldwell County, provide a security gate across the entrance road, to ANCHORS LANDING Subdivision to be maintained by the Association. Other amenities provided by Declarant and deeded to the Association will be maintained by the Association.

23. As provided for herein (see Section 2 of "Property Subject To These Restrictions and Declaration and Additions Thereto"), it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and recreational areas of the Subdivision.

24. DEFINITIONS: Reference to "Subdivision" in this document is intended to refer to Section 7 of ANCHORS LANDING consisting of 5 sheets as recorded in the Caldwell County Registry. Reference to "Association" in this document is intended to refer only to "ANCHORS LANDING Homeowners Association, Inc.".

25. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions. The Property herein described is also made subject to the Declaration of Covenants, Conditions and Restrictions of ANCHORS LANDING Subdivision and ANCHORS LANDING Homeowners Association, Inc. recorded separately, which Declaration is incorporated herein by reference.

26. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorneys fees.

27. The Declarant and purchasers of lots in ANCHORS LANDING Subdivision understand that the vesting of rights relating to proposed piers, docks, boat access ramps, floats, boathouses or disturbance of the shoreline buffer on Lake Hickory is subject to the terms and conditions set out by Duke Power company or its assigns. Permits must be obtained from Duke Power. Building permits are required from Caldwell County.

28. Declarant reserves the right to assign its rights to a successor who also assumes the Declarants responsibilities.

29. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

30. No hunting nor trapping of any wild life, including, but not limited to, birds, ducks, geese, turkeys, or deer shall be permitted on any common areas. The discharging of firearms is strictly prohibited from any of the property shown on the plats hereinabove referenced,



31. No swimming shall be permitted on the inland lake.
32. The inland lake will be constructed according to state standards, filled with water and stocked initially by the Declarant. It will be the responsibility of the Anchors Landing Homeowners Association, Inc. to monitor and control the quality of the water contained therein as well as to restock the fish located in said lake as may be needed.
33. The Declarant makes no warranty whatsoever as to the water level in the inland lake nor to its continued existence as a lake beyond the time it is turned over to the Anchors Landing Homeowners Association, Inc.
34. Fishing on the inland lake shall be permitted by rod and reel, pole or hook and line only, provided that only members in good standing of the Association and their families and guests (who must be accompanied by a member) may fish there and only during daylight hours. No seining or trapping of fish is permitted. Limits shall be the same as for fishing on public waters of the State of North Carolina.
35. No gasoline or liquid powered engines shall be used in any way on the lake. The only permitted boats shall be sail boards, sail boats, canoes, row boats, paddle boats or boats powered by electric motors all of which shall be less than fourteen (14) feet in length.
36. Association members in good standing using the lake will be limited to the stipulated access areas and the surface waters of the lake. They shall have no right to trespass upon the lands adjoining the inland lake without the express consent of such landowner(s) even if the water level of the lake should drop. Any guests must be accompanied by an Association member.
37. Feeding of geese is strictly prohibited.
38. There is specifically reserved by the Declarant and the Anchors Landing Homeowners Association, Inc. the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the inland lake up to the following described elevation above mean sea level, U.S.G.S. datum, together with the right to clear and grade land, and enter thereon for the purpose of clearing, grading, cleaning and/or repairing the lake or shoreline contained within said area; up to 962 feet.
39. Anchors Landing Homeowners Association, Inc. shall be responsible for such pest control measures on the inland lake as the board of directors may decide and which are in keeping with any government regulations.
40. There are to be no piers on the inland lake.
41. No property owner in Anchors Landing Subdivision, whether adjoining the inland lake or not, shall have any right to draw water from said lake for any purpose, including, but not limited to, irrigation.
42. The maintenance, upkeep, replacement and repair of improvements, equipment and facilities such as drain pipes, spillways, and dams within the area denoted as common Property, including seeding and re-seeding, fertilizing, erosion control, and maintenance of earthen works, grass berms, re-stocking of fish as may be needed, etc., and the dredging of the lake bed, if necessary, shall be the responsibility of the Anchors Landing Homeowners Association, Inc.
43. There shall be no dumping or discharging of any foreign substance or

material into the lake which shall be in any way harmful or detrimental to the quality of the waters and wildlife in said lake.

44. There shall be no storage of any hazardous materials within one hundred (100') of the shoreline of the inland lake.

45. Regulations set by any governmental agency will apply for purposes of septic tank installation and set backs on the inland lake.

46. No animal life other than fish of the type as originally stocked shall be introduced into the waters of the inland lake.

47. Declarant and the Anchors Landing Homeowners Association, Inc. reserves a permanent construction and maintenance easement of forty (40) feet in width and a temporary construction easement of one hundred (100) feet in width along the shoreline of the inland lake; along with the right to clear and grade the land and enter thereon for the purposes of maintenance, construction, clearing or grading. The temporary construction easement will expire twenty four months after the lake construction commences.



THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Restrictive Covenants of ANCHORS LANDING Subdivision and the Declaration of Covenants, Conditions and Restrictions of ANCHORS LANDING - Subdivision and ANCHORS LANDING Homeowners Association, Inc. compose the general plan of development for the Property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods often (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then owners of the lots or condominiums and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-six percent (66%) of the lots and the Declarant at the time of the vote.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of Anchors Landing Subdivision and Anchors Landing Homeowners Association, Inc. to be duly executed this the 24th day of July, 2003.



LAKE NORMAN PROPERTIES, INC.

By: [Signature]  
VICE PRESIDENT

State of North Carolina - County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that Amos McCormack, Jr. personally came before me this day and acknowledged that he is the V. Pres. of Lake Norman Properties, Inc., a North Carolina or

corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable) and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal, this 24th day of July, 2003.

[Signature]  
Notary Public

My commission expires: 10-01-07

NORTH CAROLINA  
CALDWELL COUNTY

THE CERTIFICATE OF:  
Donna M. Prince  
a N.P.  
IS CERTIFIED TO BE CORRECT.

LOIS GREENE, REGISTER OF DEEDS  
BY: [Signature]



P.O. Box 855  
Granite Falls, North Carolina 28630

## **ARCHITECTURAL REVIEW & CONSTRUCTION GUIDELINES**

### **INTRODUCTION**

Anchors Landing is a Planned Residential Development, which means that the original tract of property was designed and approved as a self-contained, deed-restricted community, having its own Covenants, Conditions and Restrictions (CC &Rs) and order of rule under which all property owners would live and abide and which would provide for the maintenance of all Common Areas and improvement thereof. Restrictions were established so that aesthetics, appearance, and congruity could be defined and written based on the covenants and on precedence established by the Board of Directors. Given the aforementioned, each homeowner would then have some degree of assurance that the actions of all members of the community would be directed so as not to adversely impact their enjoyment or property values. These Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the Community in an orderly and cohesive manner. In addition, the guidelines are reviewed and modified by the HOA Board and ARC as needed to assure that the specifications meet their intended goals and to clarify the intentions set forth in the CC & Rs, and to update them as changing conditions dictate.

### **AUTHORITY**

The Anchors Landing Covenants, Conditions and Restrictions (CC & Rs) require that an Architectural Review Committee (ARC) be established (*Article V(a), page 113*). The design, location, and construction of *all* improvements on each lot (regardless of when such improvements are made) and landscaping of each lot must be approved **in advance** by the ARC (Item 2, page 102). The ARC may grant waivers and variances to alleviate hardships. (*Article V e, Book 1239, page 114*)

### **PURPOSE**

The architectural standards and use restrictions set forth in this document are for the purpose of protecting the value and desirability of the real property located in the AL Subdivision. In addition to setting standards, the Design Guidelines establish a process for review of proposed modifications to Lots and Dwellings to ensure that all sites within the community are developed and maintained with the consistency and quality that attracted you to Anchors Landing. These guidelines are also intended to provide improved clarity and consistency of how the general and specific rules of the CC & Rs are interpreted and applied.



## **THE REVIEW PROCESS**

The following items should be submitted to the ARC one week prior to the regular monthly meeting of the committee. All items listed can be delivered to the committee chairperson or mailed to:

Anchors Landing HOA  
Attention: Architectural Review Committee  
PO BX 855  
Granite Falls NC 28630

If mailing, the information, extra time for pickup from the post office box and delivery to the chairperson should be allowed. Complete submissions will be reviewed with response to the owners within 30 days of receipt. (*Book 1239, page 114, item e*)

1. Blueprints- two copies, 'D' size velum or white bond sheets (24"x36") showing square footage on the first page, all elevations, floor plan, roof pitch plan, and site plan. The site plan must show the placement of the house on the property, including distances from items such as property lines, driveways, walkways, and septic placement.
2. All documents and material samples as listed on the *Plan Approval Check List*.
3. 4 x 6-inch color snapshots of common areas including the entire road, road shoulders, and ditches in front of the lot and across the street from the lot must be submitted showing the condition of the road pavement, road shoulders, and ditches.
4. 4 x 6-inch color snapshots of the lot from the *road side, the center of the lot towards the rear of the lot and the rear of the lot towards the center* must be submitted. The pictures must show the entire width of the lot and its vegetation and trees.
5. If the lot is waterfront, 4 x 6 color snapshots must also be submitted showing the entire width of the lot along the shore line and its vegetation and trees.
6. Current Septic Permit
7. A \$2000 *Road Bond* check must be submitted with the house plans (check payable to the Anchors Landing Homeowners Association. *The Road Bond shall be placed (paid) by the Builder to ensure that the builder is held responsible for following these guidelines throughout the construction period, obtaining all required advance approvals as specified, and are accountable for road and construction damages.* This bond is refundable upon completion of all construction assuming road pavement and road shoulders near, in front of, and across the street from the subject lot are maintained in the same good condition as they were in when construction began. This bond is intended to ensure that the Homeowners Association does not incur any costs from unnecessary road repairs caused by careless contractors, and also to ensure proper reseeding and clean up of rights-of-way and drainage swales. *Specific damages remaining at the end of construction and identified in connection with a particular construction project will continue to be charged directly to the Bond for that project.*
8. A \$2000 *Construction Bond* check must also be submitted with the house plans (check payable to the Anchors Landing Homeowners Association. *The Construction Bond shall be placed (paid) by the Owner to ensure that the Owner is held responsible for following the guidelines and the ultimate completion of the project, including all landscaping activities.*

All money from this bond is refundable assuming the builder/owner has adhered to all construction guidelines and specified project requirements. Following is a partial list of issues



this money could be used for if the ARC deems it necessary: repair of any damage to common property or adjacent lots caused by subs and/or deliveries remaining at final inspection; hiring someone to clean-up trash on the construction site/road shoulder; replacement of any additional trees removed without prior ARC approval.

**NOTE:** *All building guidelines and requirements specified in and by the approved plans must be adhered to during the entire construction process. Failure to do so will result in penalties determined by the Board (page 102, item 2).*

9. A non-refundable Impact Fee of \$2,000 must also be submitted with the house plans (check payable to the Anchors Landing Homeowners Association). Impact Fees are saved to a designated reserve account that is used to offset the cumulative damages to the infrastructure, such as the roadways, that are caused by construction traffic entering and exiting the development.
10. A non-refundable ARC Review Fee of \$250 must be submitted with the house plans (check payable to the Anchors Landing Homeowners Association).
11. The architectural review fee, Impact Fee, and bonds must be paid and all Association dues must be current before review of any plans will be given. (Refer to Plan Approval Check List.)
12. Notarized Owner/Builder Agreements from both the owner and the builder.
13. While it is recognized that both the builder and owner will be extensively involved in the review and construction process, a single responsible entity **MUST** be designated as the contact for the project. The ARC and Board will **ONLY** consider submittals and requests from a designated responsible entity. In those cases where the Builder is not so designated but wishes to provide any sort of decision or direction on any matter, written evidence of Owner agreement must be provided to the ARC representative before any action can be taken or agreement reached; an email will be deemed sufficient. Both parties will be copied on correspondence and emails but the ARC will not respond to any requests or submittals made by the non-designated entity.

## **REVIEW CONSIDERATIONS**

**NOTE:** *The Architectural Review Committee has particular concerns that the community keeps a consistent streetscape and quality of design (i.e. facades, materials, house placement footprint). In order to maintain a "planned look" for the community and preserve the aesthetic integrity of the community, the Association may at times place a temporary moratorium on any particular style of design and/or material until the community is brought back into balance. The committee reserves the right to reject any house plans or allow exceptions to any requirement including footprint.*

***It is recommended that the total heated living space should equal or exceed 2,200 sq ft on waterfront lots and 2,000 sq ft for all remaining (non-waterfront) lots, exclusive of garages, basements, decks, porches, etc.***

A maximum of 3 versions of the same blueprint will be considered provided each contains some aesthetic differences. If approved, a distance of at least ½ mile is required between each and the homes must be located on different streets. No dwelling unit can exceed 2 STORIES above the ground.



## **CONSTRUCTION**

1. As stated in the CC&R's, BK 1239, p114 ( c ), *except within 20 feet of the completed structure, no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior written approval of the ARC (page 104, item 21; Article V, Item c, page 114).* Trees larger than 6 inches in diameter at the ground level to remain shall be marked with yellow tape. It is recommended that some trees remain unless replaced during final landscaping along the front and sides of the lot to preserve the natural look of the setting. Written approval of home construction plans from the ARC is also required prior to commencement of any tree removal, clearing, grading, or construction. Upon written approval of house plans, the foundation and septic area must be staked out and an inspection ordered for approval of location prior to beginning tree removal. Please contact your assigned ARC representative to set-up this inspection. The contractor and/or property owner shall meet on-site with the ARC representative to review structure location and trees marked for removal.
2. Solid brick, stone, or other ARC approved material covering block foundations is required.
3. All exterior materials are to be newly manufactured and painted or treated. *EXTERIOR MATERIALS PROHIBITED* includes the following: asbestos shingles, aluminum siding, imitation brick or stone roll siding, exposed concrete, and exposed concrete block. *(page 103, item 12) Vinyl products are limited to 10% of the total exposed exterior surfaces.)*
4. The roof over the main/most of the structure of the house requires no less than 8/12 pitch and no less than a 12-inch overhang. Architectural shingles are required unless the ARC has approved (in writing) a different roofing material.
5. ***Before grading begins***, silt fencing, or approved alternative, must be placed on all sides of the site that might cause an erosion problem to neighboring lots, common areas, or lakes and ponds. Double fencing placed 8' apart is recommended on waterfront lots. (See NC DENR brochures provided for requirements.)
6. **Driveway-**
  - a. Prior to commencing home construction, a stone driveway must be placed and maintained to facilitate the delivery and distribution of building materials at a centralized staging area on the subject lot. This driveway is to be used before and during construction to minimize damage to the roads and shoulders of the roads caused by the repeated parking of vehicles, heavy equipment, and trucks. During construction and after completion of construction, an Anchors Landing Homeowners ARC representative will inspect the roads and road shoulders near and in front of the subject property. The owner will be responsible for any necessary repairs.
  - b. The driveway must be finished in concrete, asphalt, pavers, or some other ARC approved material. This is to be constructed and maintained in accordance with the rules, regulations, and specifications approved by the Architectural Review Committee and all requirements of the North Carolina Department of Transportation.
7. **Culvert pipe** used in the driveway must be North Carolina Department of Transportation approved. Minimum diameter of the pipe is 15 inches and it is to be placed a minimum of 12 inches below the surface (per DOT requirements).

8. DOT approved pipe materials are rigid concrete, or high-density polyethylene (HDPE). Prior to final inspection, both ends of the culvert pipe must be covered in stone, brick, soil with grass or some other ARC approved material.
9. Owners of waterfront lots must conform to the Riparian buffer protective rules put forth by the North Carolina Environmental Management Commission (*page 105, item 27*). These rules regulate the grading and clearing of vegetation 50 feet from the shore line. All natural trees and shrubs for the **first 30 feet** must be left undisturbed (zone 1). The remaining 20 feet can be cleared and graded but must be revegetated and maintained. For more information, please contact the North Carolina division of Water Quality at (828)296-4500 or visit their website at <http://h2o.enr.state.nc.us/nps/Catawba.htm>
10. **Recorded setback requirements must be strictly observed:**
  - a. **Front- 50 feet from platted street ROW line ( Not edge of pavement).**
  - b. **Sides- 15 feet (Side abutting street 30 feet)**
  - c. **Back- 35 feet for interior lots**
  - d. **Back- 50 feet for waterfront lots.**
11. **Measurements are taken perpendicular to the lot line marked at each corner by metal surveyor's stakes. In the event of a difference between recorded plat setbacks and governmental setbacks, the more restrictive must be used (*page 102, item 3*).** For more information about the Code of Ordinances, see [www.municode.com](http://www.municode.com), Part 1, Article 1, Chapter 19 Subdivisions.
12. **After footings are in place, and prior to the beginning of vertical construction of any type (including cinder block or concrete walls), a foundation survey showing all setbacks must be prepared by a licensed professional surveyor and submitted to the ARC for the permanent file. *Article V, item (e)***
13. **It is expected that the completed exterior of the home will be exactly as originally approved. If changes are identified during the construction process, they must be approved in writing by the ARC prior to execution. Changes made without prior ARC approval (*page 102, item 2*) will be subject to penalties determined by the HOA Board. A minimum of 5 days should be allowed for review and decision.**
14. **A Landscape Plan showing placement of items such as Trees, Shrubs, Plants, Decks, and Fencing must be submitted and approved within 6 months of the date of the foundation survey or within 2 months prior to home completion or occupancy, whichever comes first. (See separate Landscape Guidelines for information on landscape plan submission.)**

### **ON-GOING CONSTRUCTION PARAMETERS**

1. No construction vehicles may park in the street right of way. All construction parking shall be on site. (*page 102, item 6*)
2. An on-site **dumpster** is required during the entire construction process and *must be in place* on the lot *before* any construction materials can be delivered to the jobsite.
3. No building materials may be unloaded or stored on any road or road right-of-way. (*Article II, Section 5c*).



4. In consideration of full-time residents, exterior construction activity that creates noxious noise should not begin earlier than 7:30 AM, Monday – Saturday. Sunday work is only permitted if pre-approved by the ARC. Work will be limited to what is considered inside quiet work and the work must be outlined in the request to the ARC. The ARC reserves the right to stop Sunday work if it does not comply with the request or is determined to be a nuisance to nearby residents. No deliveries of materials or supplies is permitted on Sunday.
5. As Anchors Landing is a heavily wooded area, the prevention of wildfires is a paramount concern. No open burning by contractors and/or construction workers will be permitted except for winter warming fires which must be contained within a 55-gallon steel barrel with a metal screen placed on top as a spark arrester. Such fires must use natural materials from the lot as fuel and are not to be left unattended. Embers in barrels must be completely extinguished with water at the conclusion of the work day. Under no circumstances may construction waste materials or refuse from site clearing be collected and burned on the ground or in pits. Such materials must be placed in trash containers and removed from the site rather than being burned on-site. **Violations will be reported directly to the Caldwell Country Fire Marshall.** (Please see the Board-approved Fire policy provided.)
6. No ‘For Sale’ or ‘For Rent’ signs may be displayed on a lot at any time. However, a community information board is provided for these services at the front gate. Contractors/Builders are allowed one business sign at the jobsite only for the duration of the home building process. Advertising area of Contractor signs cannot exceed 24 x 36 inches as stated in the Owner/Builder Agreement. The addition of the owners’ name or lot number is allowed. No other signage is allowed unless approved in writing by the ARC. (*page 104, item 20*)
7. If a mailbox is installed, only the Anchors Landing-approved mailbox can be used (*page 104, item 18*). It must be installed according to US Postal regulations. Mailbox information will be sent to you. Only approved house number signs may be used at the driveway entrance in lieu of a mailbox.
8. The home and site must be completed within one year of the date of commencement (clearing of building site). Subsequent additions must be completed within 4 months of the date of building permit or recorded commencement of the project. (*page 102, item 9*)

## **FINAL APPROVAL**

1. *Upon final completion of home construction and landscaping, a request for refund of the construction bond can be submitted to your ARC representative. Your assigned ARC representative will schedule an inspection of the home site and, assuming no issues are found, no penalties for violations during construction are levied, and no costs were incurred by the ARC during the construction process in enforcing the construction guidelines, the construction bond refund will be processed.*
2. *Likewise, upon final completion of home construction, a request for refund of the road bond can be submitted to your ARC representative. Your assigned ARC will schedule an inspection of the home site, including road shoulders, road swales, and road pavement. They will also inspect the landscaping, check for the approved driveway culvert and mailbox. Assuming there are no issues found by the ARC with any of these items, the road bond refund will be processed.*

Doc ID: 008455110002 Type: CRP  
Recorded: 02/27/2008 at 12:01:03 PM  
Fee Amt: \$267.00 Page 1 of 2  
Excise Tax: \$250.00  
Workflow# 676077  
Caldwell County, NC  
WAYNE L RASH Register of Deeds  
BK 1585 PG 581-582

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$250.00

Parcel Identifier No. 2795127254 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Hamby & Hamby, P.A., P.O. Drawer A, Granite Falls, N.C. 28630

This instrument was prepared by: Dale L. Hamby

Brief description for the Index: Lot 20, Anchors Landing Section 1

THIS DEED made this 25th day of January, 2006, by and between

GRANTOR	GRANTEE
TIMOTHY M. MCNAMARA	KIMBERLY E. KRAMER 4720 GREENFIELD WAY DRIVE WINSTON SALEM, N.C. 27103-9507

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of N/A, Lovelady Township, Caldwell County, North Carolina and more particularly described as follows:

Being all of Lot 20, Anchors Landing, Section 1, as recorded in Plat Book 17, Pages 263-267, Caldwell County Registry.

The above described property is subject to certain restrictive covenants recorded in Book 1239, Page 100, Caldwell County Registry. See also Homeowners Association as recorded in Book 1239, Page 107, Caldwell County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1464, page 1739.

A map showing the above described property is recorded in Book 17, Page 263-267.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 - Chicago Title Insurance Company

17<sup>00</sup>2

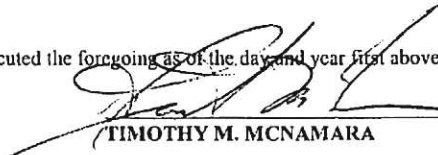
250<sup>00</sup>



And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
(Entity Name)

  
TIMOTHY M. MCNAMARA (SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Title:

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Title:

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Title:



State of Pennsylvania - County of Northampton

I, the undersigned Notary Public of the County and State aforesaid, certify that TIMOTHY M. MCNAMARA personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 01<sup>st</sup> day of FEBRUARY, 2006.

My Commission Expires: July 16<sup>th</sup>, 2006

Notary Public Jennifer L. Graeff  
Jennifer L. Graeff

Notarial Seal  
Jennifer L. Graeff, Notary Public  
City of Easton, Northampton County  
My Commission Expires July 16, 2006  
Member - Pennsylvania Association of Notaries

# OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

**NOTE:** For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: **5063 Harbor View Drive E, Granite Falls, NC 28630**

Buyer: \_\_\_\_\_

Seller: **Kimberly Kramer**

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

☒ (specify name): **Anchors Landing HOA** whose regular assessments ("dues") are \$ **1,226.50** per **Year**. The name, address and telephone number of the president of the owners' association or the association manager are: **Braesael Management Company - P.O. Box 3598 Matthews, NC 28106 (704)847-3507 - anchorslanding@braesael.com**

Owners' association website address, if any: **www.anchorslandinghoa.org**

☐ (specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Master Insurance Policy   | <input checked="" type="checkbox"/> Street Lights                         |
| <input checked="" type="checkbox"/> Real Property Taxes on the Common Areas   | <input type="checkbox"/> Water  |
| <input checked="" type="checkbox"/> Casualty/Liability Insurance on Common Areas  | <input type="checkbox"/> Sewer  |
| <input type="checkbox"/> Management Fees  | <input checked="" type="checkbox"/> Private Road Maintenance              |
| <input type="checkbox"/> Exterior Building Maintenance  | <input checked="" type="checkbox"/> Parking Area Maintenance              |
| <input type="checkbox"/> Exterior Yard/Landscaping Maintenance  | <input checked="" type="checkbox"/> Common Areas Maintenance              |
| <input type="checkbox"/> Trash Removal  | <input type="checkbox"/> Cable  |
| <input type="checkbox"/> Pest Treatment/Extermination   | <input checked="" type="checkbox"/> Internet service                      |
| <input type="checkbox"/> Legal/Accounting   | <input checked="" type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input checked="" type="checkbox"/> Recreational Amenities (specify): <b>Clubhouse, Pool, Basketball Court, Pickleball Court, Boat/RV/Trailer Storage, Boat Slips, Walking Trails, Stocked Ponds, Paddlesport Launch Site</b> | <input checked="" type="checkbox"/> Gate and/or Security                  |

☒ Other (specify) **CenturyLink Internet - \$41.95 Per Month**

☐ Other (specify) \_\_\_\_\_

Page 1 of 2



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

Buyer initials \_\_\_\_\_ Seller initials **KK**



STANDARD FORM 2A12-T  
Revised 7/2022  
© 7/2023



3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except: n/a
4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: n/a
5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: n/a
6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:
- Seller's statement of account
  - master insurance policy showing the coverage provided and the deductible amount
  - Declaration and Restrictive Covenants
  - Rules and Regulations
  - Articles of Incorporation
  - Bylaws of the owners' association
  - current financial statement and budget of the owners' association
  - parking restrictions and information
  - architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 11/10/2023

Seller: \_\_\_\_\_

Kimberly Kramer  
Kimberly Kramer

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>                    </u> Buyer Initials			<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials			<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

## Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: **5063 Harbor View Drive E, Granite Falls, NC 28630**

Owner's Name(s): **Kimberly Kramer**

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature:                      DocuSigned by: kimberly kramer Kimberly Kramer Date 11/10/2023  
 Owner Signature:                      2AE18F367F0243F... Date                     

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature:                      Date                     

Purchaser Signature:                      Date                     

REC 4.25

1/1/15



# REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 22nd day of May, 2024, by and between  
TBD ("Buyer"), and  
Kimberly Kramer ("Seller").

WHEREAS at an auction conducted this day by United Country RE - The McLemore Group ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11 -T) with this offer.)

Street Address: 5063 Harbor View Drive E  
City: Granite Falls Zip: 28630

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

County: Caldwell, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 20, Block/Section 1, Subdivision/Condominium Anchors Landing  
, as shown on Plat Book/Slide 17 at Page(s) 265

The PIN/PID or other identification number of the Property is: 2795127254 Acreage: 1.35

Other description: BK 1585 PG 281 YR 06 ST 250.00

Some or all of the Property may be described in Deed Book 1585 at Page 581

☐ **ADDITIONAL PARCELS.** If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

**NOTE:** Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

## 2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: None.

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: None.





3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: None.

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 5,000.00 by ☒ cash ☐ personal check ☒ official bank check ☒ wire transfer ☒ electronic transfer shall, ☐ on the effective date of this Contract OR ☒ within five (5) days of the date of the effective date of this Contract, be made payable and delivered to Kayla Carder as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ TBD, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this Contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on on or before 7/22/24 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying



Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, ☒ at Closing OR ☐ on \_\_\_\_\_.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☒ shall be prorated on a calendar year basis as of the date of Closing ☐ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☒ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☒ GENERAL WARRANTY DEED ☐ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): \_\_\_\_\_ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

☐ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES):

**Vacant Lot**

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

☒ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

☐ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of



Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (check if applicable):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☒ **Owner's Association Addendum**

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☒ (specify name of association): Anchors Landing HOA whose regular assessments ("dues") are \$ 1,226.50 per Year. The name, address and telephone number of the president of the owners' association or the association manager is: Braesael Management Co. - P.O. Box 3598 Matthews, NC 28106

(704)847-3507; anchorslanding@braesael.com

Owners' association website address, if any: anchorslandinghoa.org

☐ (specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

(f) **Other:** None.

**14. ENTIRE AGREEMENT; NOTICE:** This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below



shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

**15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

**16. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**17. APPLICABLE LAW:** This Contract shall be construed under the laws of the State of North Carolina.

**18. ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

**19. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**20. REMEDIES:**

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer. Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

**BUYER:**

\_\_\_\_\_  
(SEAL)

**TBD**

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Date: \_\_\_\_\_

Entity Buyer:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
(SEAL)

**Kimberly Kramer**

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Date: \_\_\_\_\_

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: \_\_\_\_\_

Escrow Agent: Kayla Carder

By: \_\_\_\_\_  
(Signature)

**SELLING AGENT INFORMATION:**

Individual Selling Agent: \_\_\_\_\_ Real Estate License #: \_\_\_\_\_  
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: \_\_\_\_\_

**LISTING AGENT INFORMATION:**

Individual Listing Agent: Kayla Carder Real Estate License #: 306169  
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)608-1961 Fax #: 704-817-2544 Email: kayla@themclemoregroup.com

Firm Name: United Country Real Estate - The McLemore Group  
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393