



Big6 Properties

**Blue Ridge Land
& Auction Co., Inc**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Five Springs LLC

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Tuesday, July 1st, 2025 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

AUCTIONEER / BROKER – Sharon Roseman (Broker / Auctioneer) of United Country – Big6 Properties located at 153 NC-16, Taylorsville, NC 28681 (828-632-2446), (m 828-320-4726) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Offering #1: Parcel IDs: 1102761, 1102765, 1102766, 1102767, and 1102768; Lots 2, 6, 7, 8, 9; Consisting of a total of +/- 10.52 acres and improvements
TBD Cove Gap Rd., Moravian Falls, NC 28697

Offering #2: Parcel IDs: 1102770, 1102773, 1102774, 1102775, 1102778, and 1102779; Lots 11, 14, 15, 16, 19, 20; Consisting of +/- 11.97 acres and improvements
TBD Cove Gap Rd., Moravian Falls, NC 28697

Offering #3: Parcel IDs: 1102780, 1102816, and 1102782; Consisting of +/- 12.9 acres and improvements
TBD Cove Gap Rd., Moravian Falls, NC 28697

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, July 1st, 2025 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auctioneer Sharon Roseman at (828) 320-4726.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land & Auction/Big6 Properties** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract

may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit, per offering, will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Friday, August 15th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties

expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

**Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA**

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

**Sharon Roseman – United Country Big6 Properties
Owner, Real Estate Broker, Auctioneer**

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

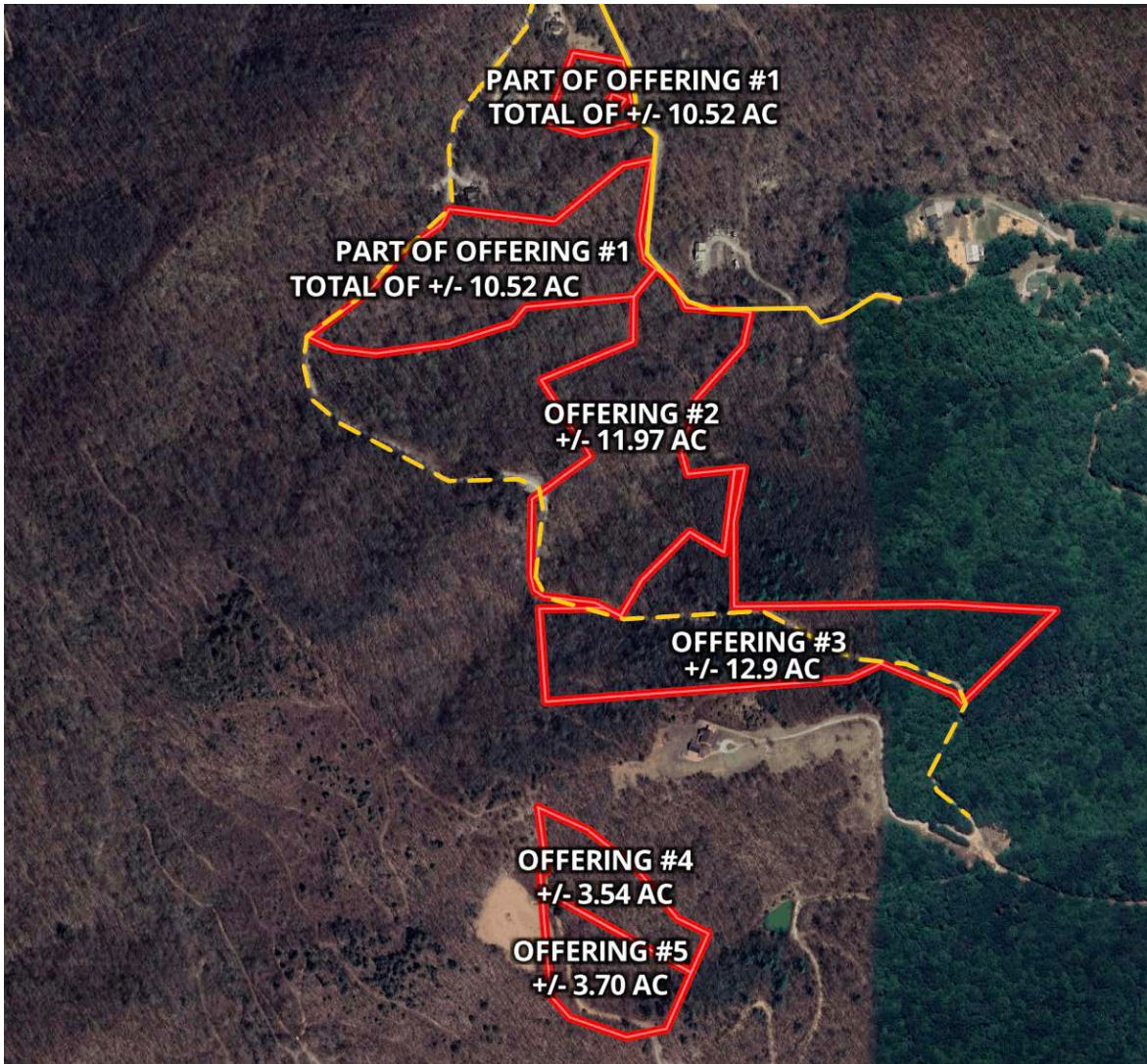
License #'s

North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348



Aerial

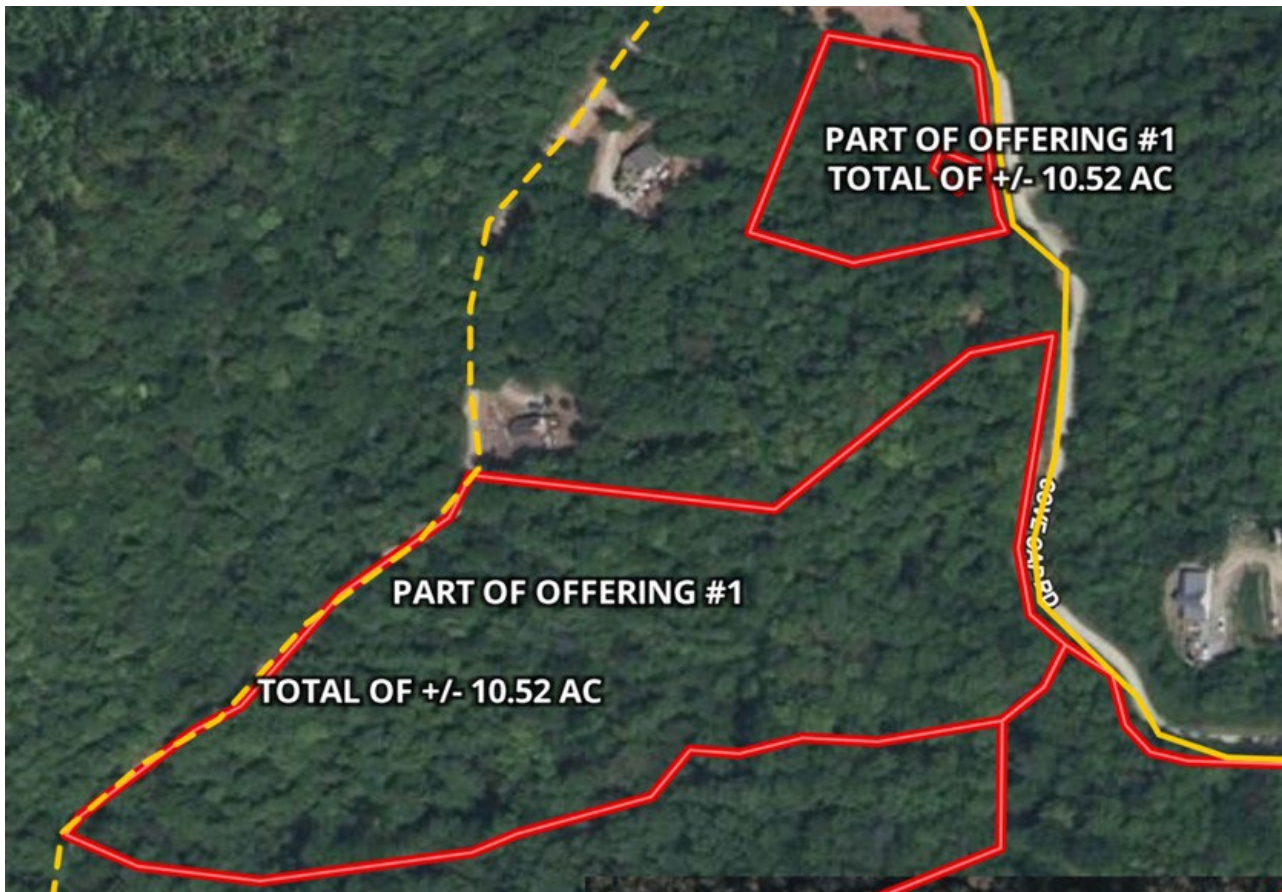
Auction Services



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Aerial

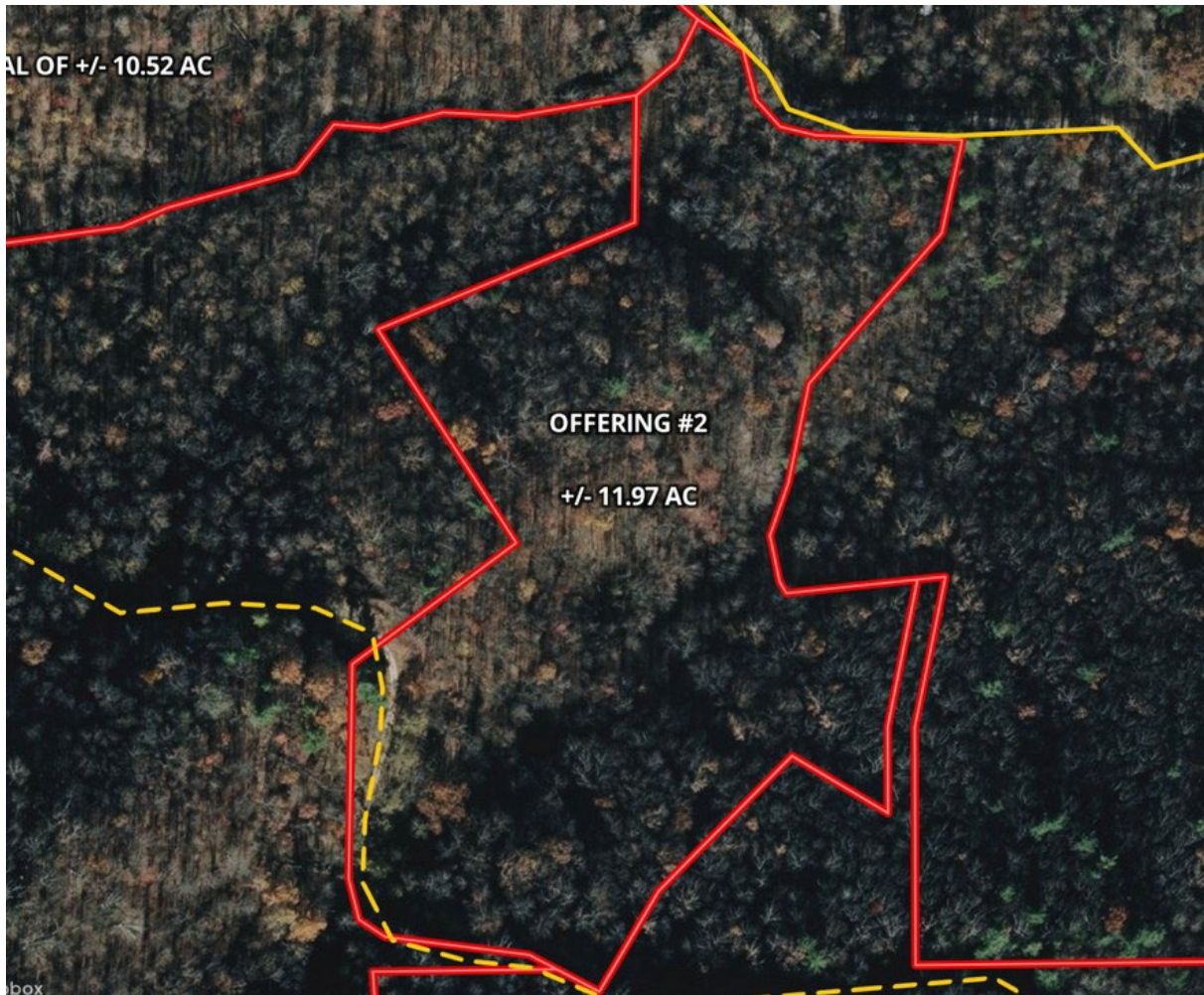
Offering #1



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Aerial

Offering #2

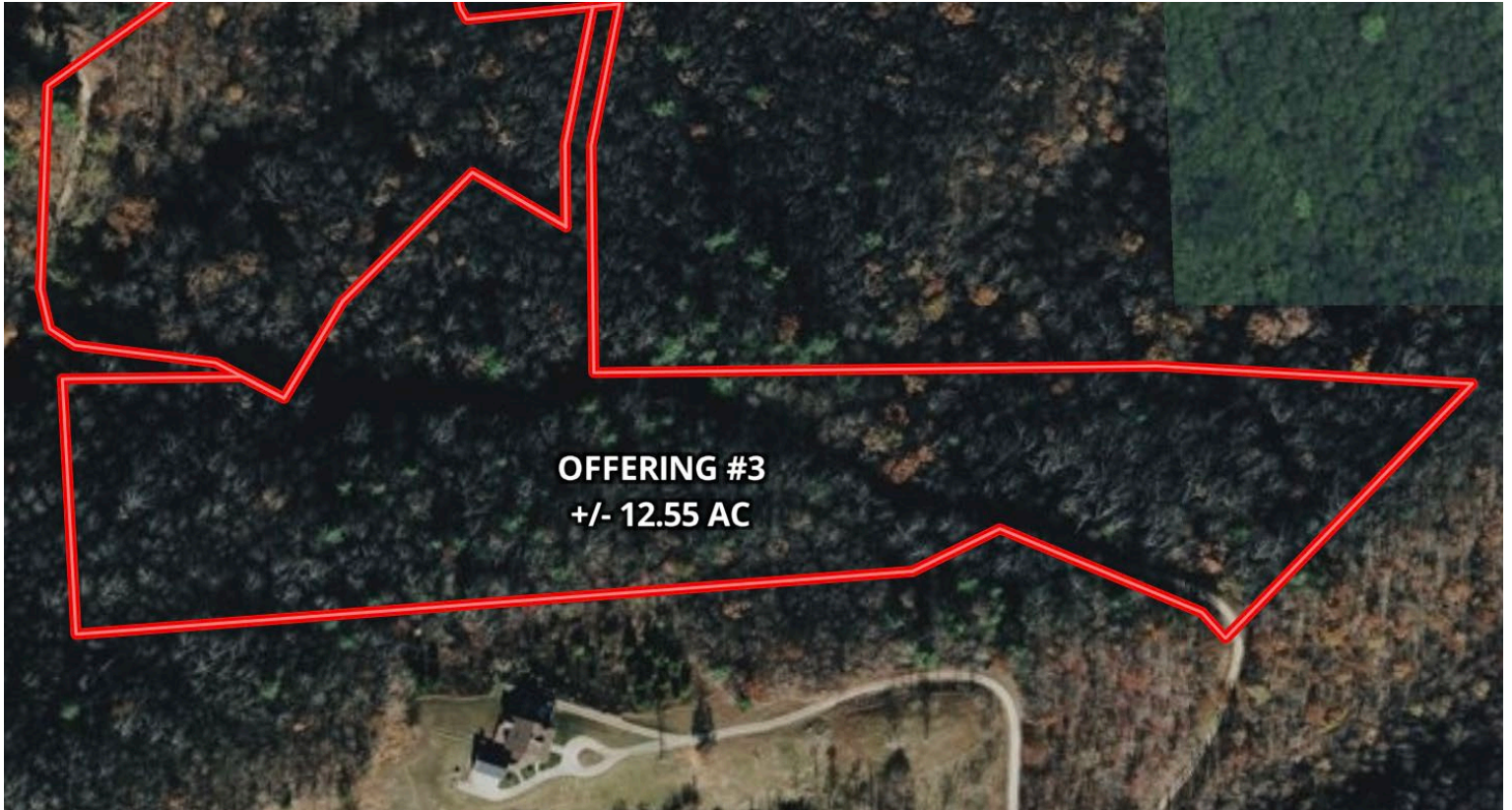


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



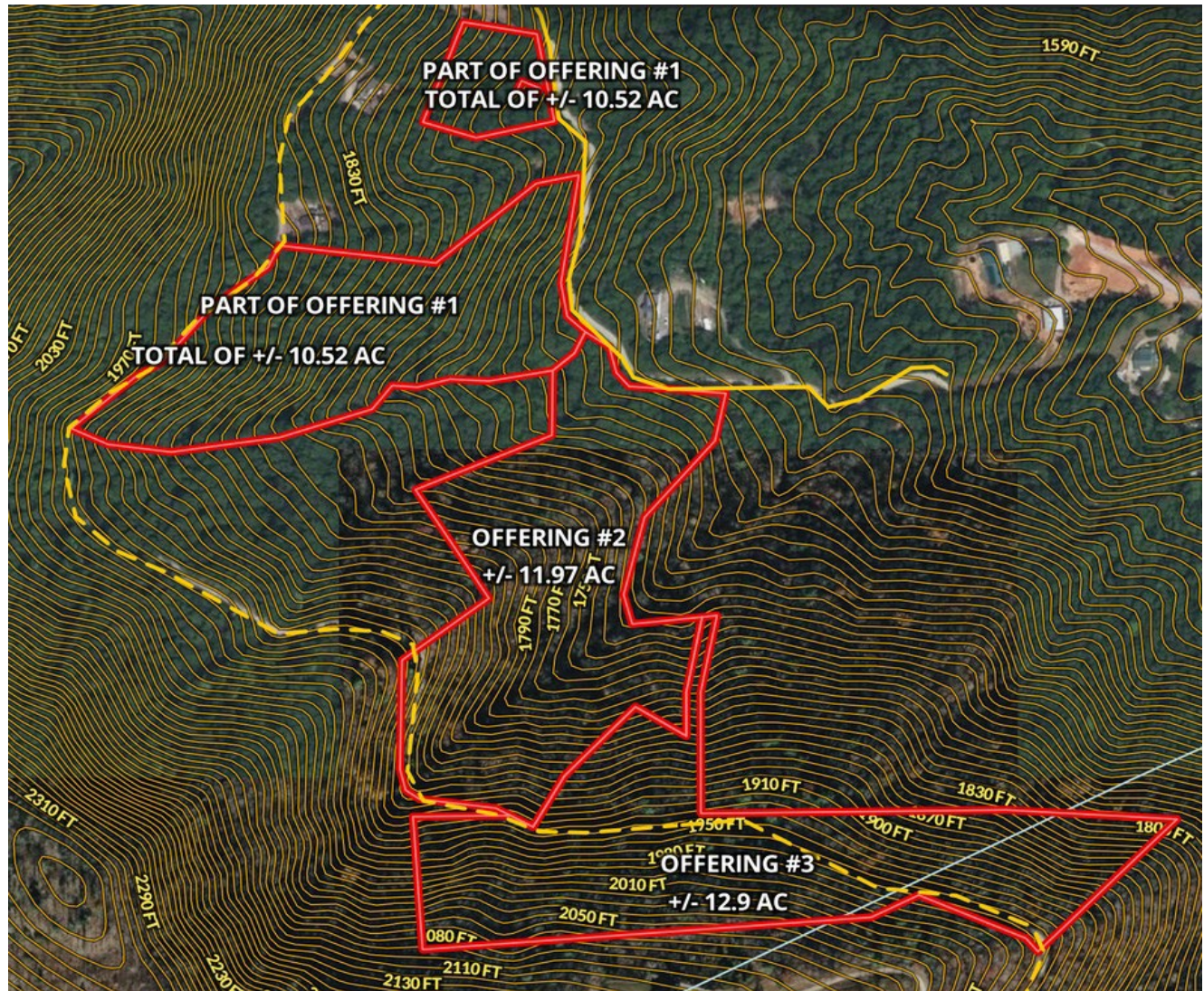
Aerial

Offering #3



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour

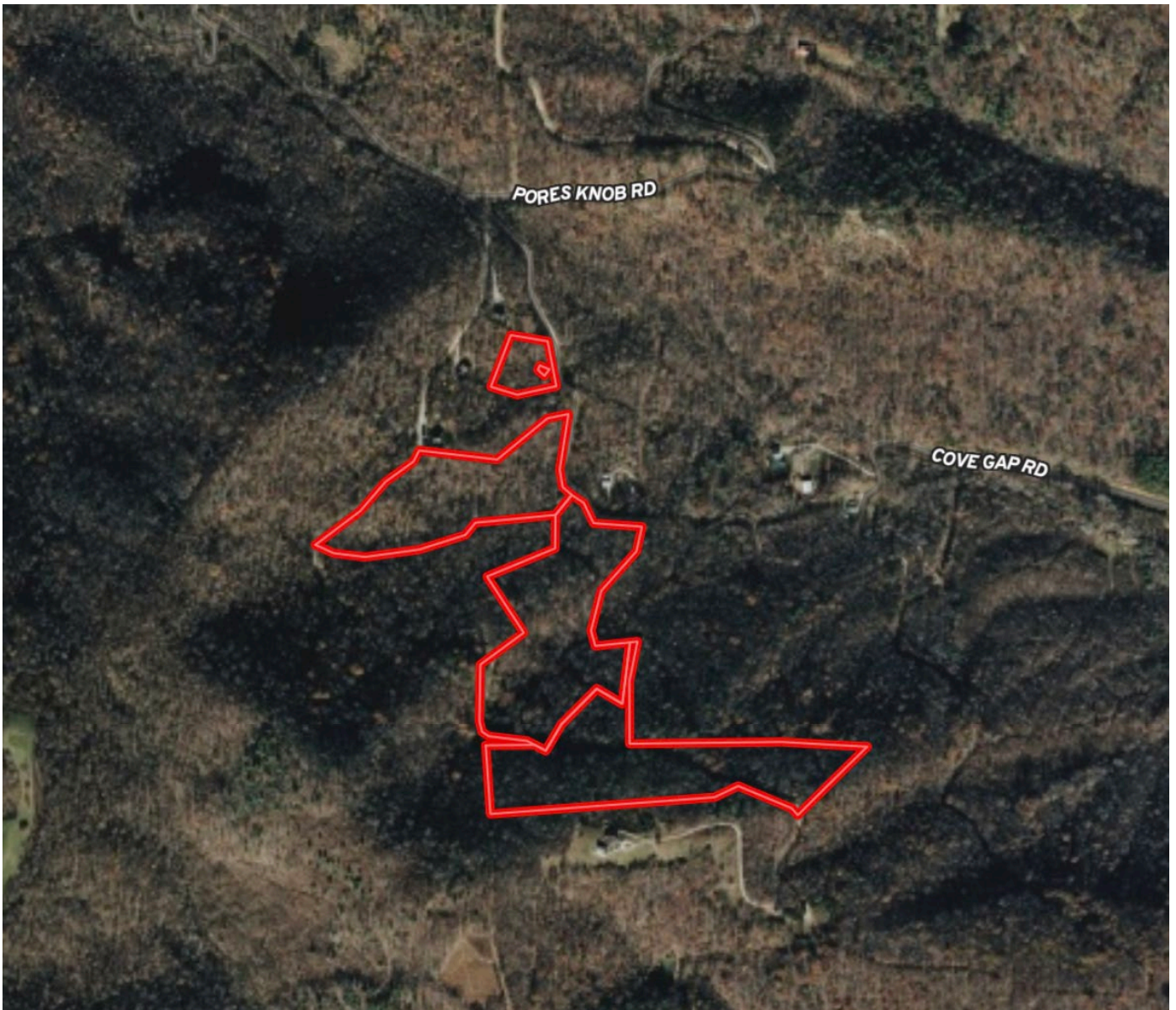


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Auction Services

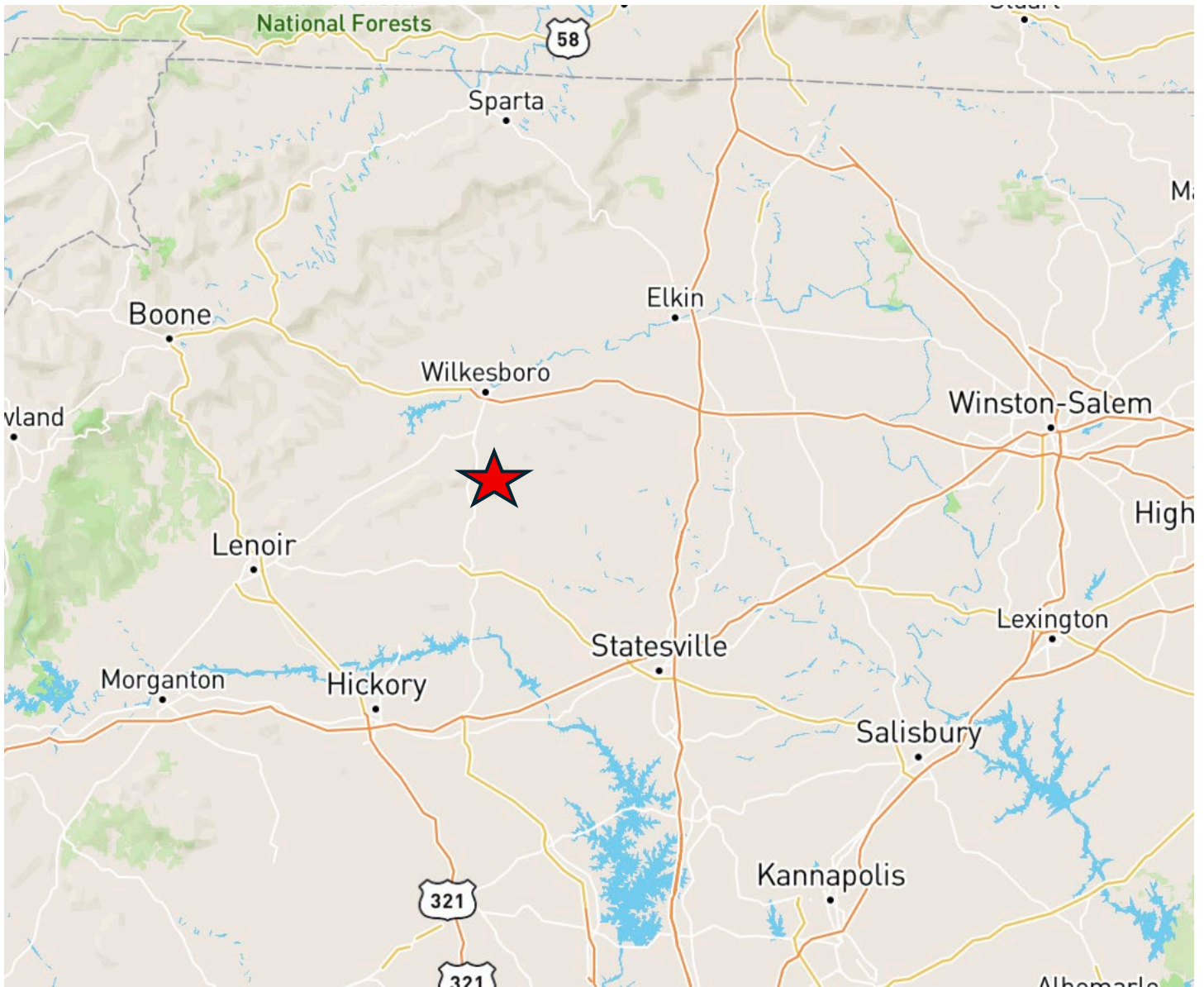
Neighborhood





Location

Auction Services





Survey

Auction Services

66-67 S 61°35'29"E 429.42'

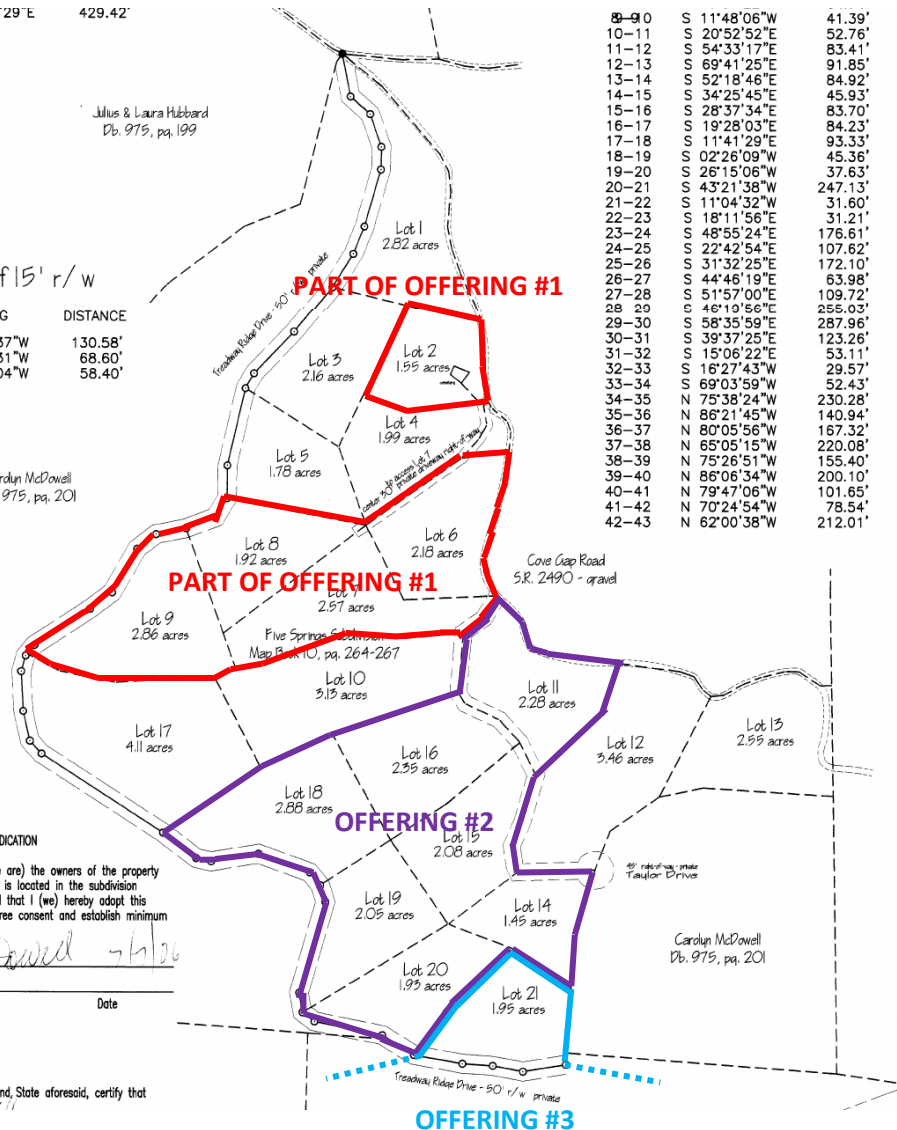
with center of 15' r/w

COURSE	BEARING	DISTANCE
66-68	S 20°22'37"W	130.58'
68-69	S 47°50'31"W	68.60'
69-70	S 37°24'04"W	58.40'



Carolyn McDowell
Db. 975, pg. 201

Julius & Laura Hubbard
Db. 975, pg. 199



CERTIFICATE OF OWNERSHIP AND DEDICATION

we hereby certify that I am (we are) the owners of the property own and described hereon, which is located in the subdivision subdivision of Alexander County and that I (we) hereby adopt this in of subdivision with my (our) free consent and establish minimum iding setback lines as noted.

Carolyn McDowell 7/1/26

ners or Authorized Agent

Date

ORTH CAROLINA, WILKES COUNTY

a Notary Public of the County and State aforesaid, certify that
Carolyn M. McDowell

Plat BK 10 PG 134

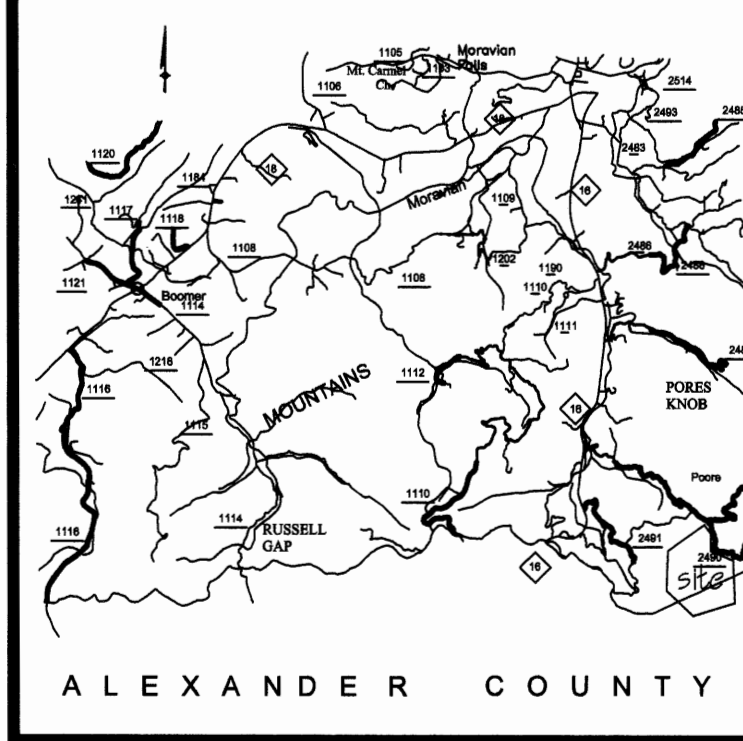
Plat BK 10 PG 134

COURSE	BEARING	DISTANCE
56-57	S 64°30'05"E	191.10'
57-58	S 42°17'38"E	36.72'
58-59	S 51°01'56"E	141.60'
59-60	S 57°34'11"E	38.32'
60-61	S 43°28'38"E	112.84'
61-62	S 33°50'03"E	119.70'
62-63	S 62°37'17"E	122.62'
64-65	N 33°39'49"E	25.00'
65-66	S 61°46'52"E	192.97'
66-67	S 61°35'29"E	429.42'

COURSE	BEARING	DISTANCE
66-68	S 20°22'37"W	130.58'
68-69	S 47°50'31"W	68.60'
69-70	S 37°24'04"W	58.40'

COURSE	BEARING	DISTANCE
1-2	S 39°51'23"E	40.05'
2-3	S 07°19'04"W	29.81'
3-4	N 74°04'47"W	57.94'
4-5	S 68°07'04"W	54.08'
5-6	S 41°47'22"W	45.03'
6-7	S 29°03'05"W	69.92'
7-8	S 19°37'22"W	64.74'
8-9	S 11°48'06"W	41.39'
9-10	S 20°52'52"E	52.76'
10-11	S 54°33'17"E	83.41'
11-12	S 69°41'25"E	91.85'
12-13	S 52°18'46"E	84.92'
13-14	S 34°25'45"E	45.93'
14-15	S 28°37'34"E	83.70'
15-16	S 19°28'03"E	84.23'
16-17	S 11°41'29"E	93.33'
17-18	S 02°26'09"W	45.36'
18-19	S 26°15'06"W	37.63'
19-20	S 43°21'38"W	247.13'
20-21	S 11°04'32"W	31.60'
21-22	S 18°11'56"E	31.21'
22-23	S 48°55'24"E	176.61'
23-24	S 22°42'54"E	107.62'
24-25	S 31°32'25"E	172.10'
25-26	S 44°46'19"E	63.98'
26-27	S 51°57'00"E	109.72'
27-28	S 46°10'56"E	255.03'
28-29	S 58°35'59"E	287.96'
29-30	S 39°37'25"E	123.26'
30-31	S 15°06'22"E	53.11'
31-32	S 16°27'43"W	29.57'
32-33	S 69°03'59"W	52.43'
33-34	N 75°38'24"W	230.28'
34-35	N 86°21'45"W	140.94'
35-36	N 80°05'56"W	167.32'
36-37	N 65°05'15"W	220.08'
37-38	N 75°26'51"W	155.40'
38-39	N 86°06'34"W	200.10'
39-40	N 79°47'06"W	101.65'
40-41	N 70°24'54"W	78.54'
41-42	N 62°00'38"W	212.01'

COURSE	BEARING	DISTANCE
43-44	N 42°50'31"W	35.39'
44-45	S 79°12'05"W	234.05'
45-46	S 83°54'29"W	244.11'
46-47	N 79°38'52"W	95.20'
47-48	N 89°54'31"W	110.19'
48-49	S 45°01'35"W	57.92'
49-50	S 04°35'12"W	40.89'
50-51	S 04°35'12"W	59.09'
51-52	S 32°20'54"E	110.90'
52-53	S 01°51'54"E	139.80'
53-54	S 27°42'12"W	330.68'
54-55	S 47°38'57"W	263.42'
55-56	N 60°44'09"W	27.69'
56-57	N 00°52'55"E	194.08'
57-58	N 09°12'09"W	89.25'
58-59	N 49°14'26"W	44.36'
59-60	S 39°11'53"W	150.07'
60-61	S 58°09'19"W	63.62'
61-62	S 69°26'59"W	171.53'
62-63	N 83°41'15"W	44.00'
63-64	N 43°13'00"W	26.59'
64-65	N 16°45'36"E	25.45'
65-66	N 06°46'07"W	89.05'
66-67	N 69°27'57"W	213.23'
67-68	N 41°02'32"W	99.22'
68-69	N 10°21'04"W	453.30'



VICINITY SKETCH

ALEXANDER COUNTY, NORTH CAROLINA

The foregoing certificate of _____ is certified to be correct. Presented for registration and recorded in this office on Map Book _____ Page _____, 2006, at _____ o'clock _____ M.

Register of Deeds

By _____ Deputy Assistant of Register of Deeds

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owners of the property shown and described hereon, which is located in the subdivision jurisdiction of Alexander County and that I (we) hereby adopt this plan of subdivision with my (our) free consent and establish minimum building setback lines as noted.

Owners or Authorized Agent

Date

NORTH CAROLINA, WILKES COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledge the execution of the foregoing instrument. Witness my hand and official stamp _____ day of _____, 2006.



Jeffrey P. & Carolyn M. Lowenthal
Db. 974, pg. 80 - WCR

Carolyn McDowell
Db. 474, pg. 1587

Carolyn McDowell
Db. 474, pg. 1587

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Db. 474, pg. 1587

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Db. 474, pg. 1587

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Db. 474, pg. 1587

Notes:

Area by coordinate geometry.
No horizontal control within 2000 feet of property.
This property is subject to any restrictions, zoning, ordinances, or utilities of record (not researched).
No attempt has been made to ascertain the existence of any latent easement or unrecorded rights of others.
Current tax records used to identify adjoining owners.
This survey was performed without the benefit of a current and accurate title report, and which may reveal additional conveyances, right-of-ways, or other restrictions not shown.
Any alteration, reproduction, or unauthorized use of this document is strictly prohibited.
Copyright ©, Foresight Surveying. All rights reserved. Reproduction or use of the contents of this document, in whole or part, without written consent of the land surveyor, is prohibited.
Only copies from the original of this document, marked with an original signature and embossed seal of the surveyor shall be considered to be valid, true copies.
Any liability for this survey on the part of the surveyor is solely to _____ Carolyn McDowell
County line scale from U.S.G.S. Quad Map.

Setback lines
Front - 40'
Side - 15'
Rear - 40'

LEGEND

EXISTING CORNER
IRON SET
COMPUTED POINT
RIGHT-OF-WAY
R/W
All irons set are 5/8" re-bar



Brook Stafford
Db. 965, pg. 002 - WCR

Carolyn McDowell
Db. 474, pg. 1587

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Db. 474, pg. 1587

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Db. 474, pg. 1587

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Db. 474, pg. 1587

Carolyn McDowell
Db. 474, pg. 1587

I, Russell N. Vogel, P.L.S., L-3106, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description in Db. 474, pg. 1587); that the boundaries not surveyed are clearly indicated; that the ratio of precision as calculated is 1:10,000+; that this map was prepared in accordance with G.S. 47-30 as amended.
Witness my original seal this _____ day of _____, 2006.

Russell N. Vogel L-3106



CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Alexander County, North Carolina and that this plat has been approved for recording in the Office of the Register of Deeds of Alexander County.

7/10/06 Seth A. Harris
Date Director of Planning and Development

REVIEW OFFICER CERTIFICATE

State of North Carolina, Alexander County
I, Seth Harris, Review Officer of Alexander County, certify that the map or plat to which this certificate is affixed meets all statutory requirements for recording.

Seth A. Harris 7/10/06
Review Officer Date

centerline 30' r/w - Db. 398, pg. 2184 - ACR
with center of ex. soil road

M. Scott Dadey et. al.
Db. 473, pg. 1299 - ACR

centerline 30' r/w - Db. 398, pg. 2184 - ACR
with center of ex. soil road

centerline 30' r/w - Db. 398, pg. 2184 - ACR
with center of ex. soil road

centerline 30' r/w - Db. 398, pg. 2184 - ACR
with center of ex. soil road

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centerline 30' r/w - Db. 398, pg. 2184 - ACR
with center of ex. soil road

centerline 30' r/w - Db. 398, pg. 2184 - ACR
with center of ex. soil road

Note: This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

Owner Address: Carolyn McDowell
P.O. Box 567
Wilkesboro, NC

Tax Map I.D. No. F-2, Parcel 0018

Reference Deed: portion of Db. 474, pg. 1587 - ACR

BOUNDARY SURVEY FOR	TOWNSHIP	COUNTY
Carolyn McDowell	Sugarloaf	Alexander
PROPERTY OF	SCALE	STATE
Carolyn McDowell	1"=300'	N.C.
		DATE
		07-06-06

FORESIGHT SURVEYING
2593 CONGO ROAD
WILKESBORO, NC 28697
RUSSELL N. VOGEL, P.L.S., L-3106
PHONE: (336) 667-2505

I, Russell N. Vogel, P.L.S., certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Deed Book, 1004, pg. 254); that the boundaries not surveyed are clearly indicated; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G. S. 47-30 as amended.

Witness my original signature, registration number, and seal this 15th of July, 2008.

Russell N. Vogel L-3106
Russell N. Vogel, P.L.S. Registration Number

Certification of Ownership and Dedication

I (We) hereby certify that I am (we are) the owner(s) of the Property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all roads, alleys, walks, paths, and other sites to public (N.C.D.O.T.) or private (non N.C.D.O.T.) use as noted. Further, I (we) certify the land as shown hereon is within the platting jurisdiction of Wilkes County.

Date _____ Owner Or Authorized Agent _____

Certificate of Review Officer

I, Edward G. Barnes, Review Officer of Wilkes County, certify that on the map or plat to which this certification is affixed meets all statutory requirements for recording.

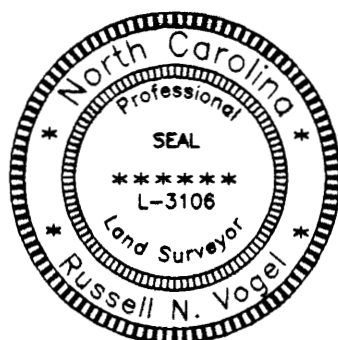
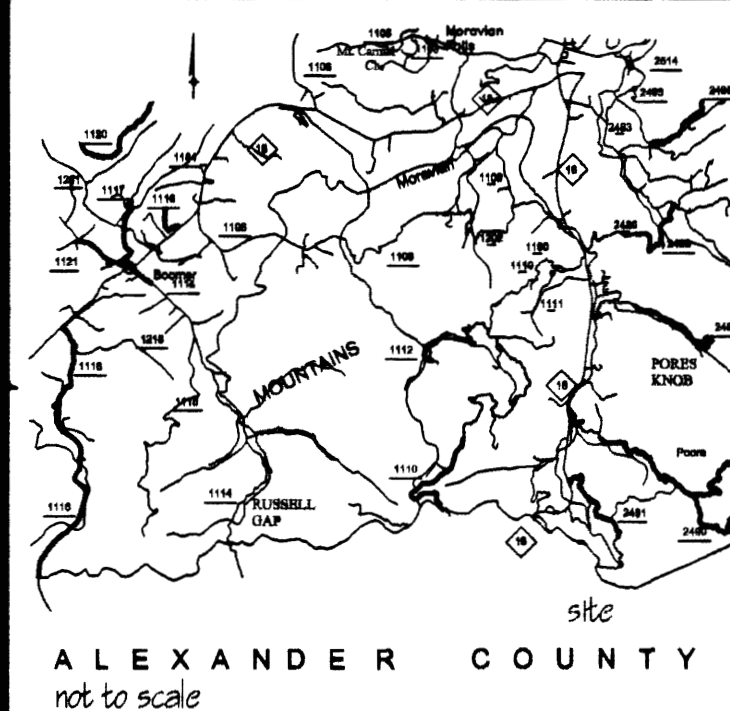
Date 7-21-08 Review Officer Edward G. Barnes

Register of Deeds

Presented for registration and recording in my office in Book _____ Page 565 This _____ day of July 2008 at 10:35 clock A.M.

Richard L. Woodruff
Register of Deeds

By Nistym Smith
Nistym Smith, Register of Deeds



Master Plan - Map 1 of 4 Five Springs Subdivision Revision Phase One - Map Book 10, pg. 264

02762

Certification of Approval for Recording Plat

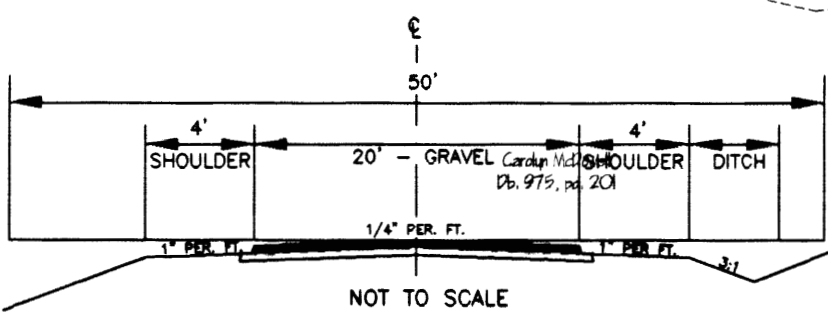
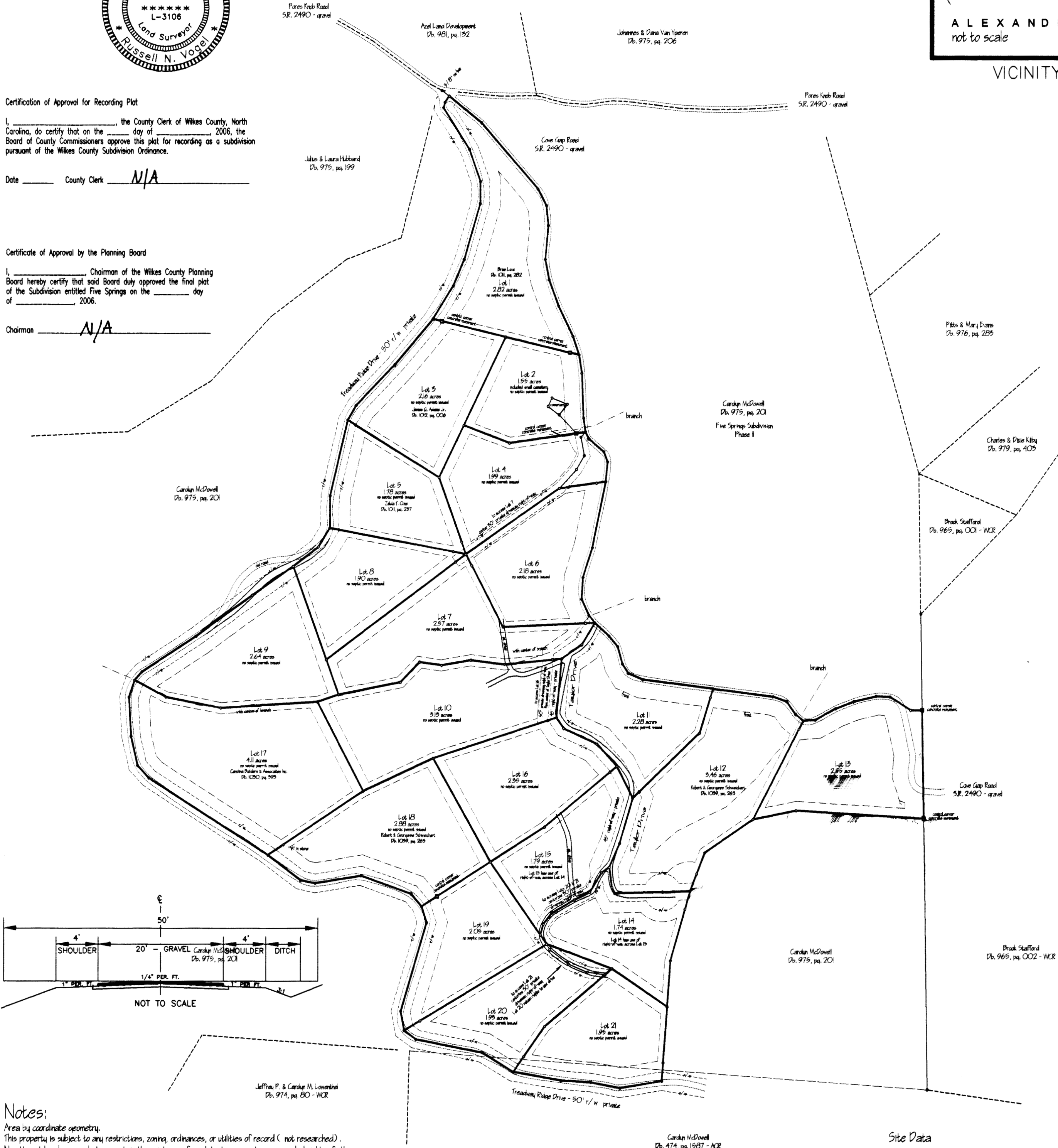
I, _____, the County Clerk of Wilkes County, North Carolina, do certify that on the _____ day of _____, 2008, the Board of County Commissioners approve this plat for recording as a subdivision pursuant of the Wilkes County Subdivision Ordinance.

Date _____ County Clerk N/A

Certificate of Approval by the Planning Board

I, _____, Chairman of the Wilkes County Planning Board hereby certify that said Board duly approved the final plat of the Subdivision entitled Five Springs on the _____ day of _____, 2008.

Chairman N/A



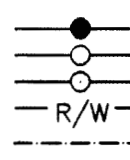
Notes:

Area by coordinate geometry.
This property is subject to any restrictions, zoning, ordinances, or utilities of record (not researched).
No attempt has been made to ascertain the existence of any latent easement or unrecorded rights of others.
Current tax records used to identify adjoining owners.
This survey was performed without the benefit of a current and accurate title report, and which may reveal additional conveyances, right-of-ways, or other restrictions not shown.
Any alteration, reproduction, or unauthorized use of this document is strictly prohibited.
Copyright (C), Foresight Surveying. All rights reserved. Reproduction or use of the contents of this document, in whole or part, without written consent of the land surveyor, is prohibited.
Only copies from the original of this document, marked with an original signature and embossed seal of the surveyor shall be considered to be valid, true copies.
Any liability for this survey on the part of the surveyor is solely to Pride Homes, Inc.

Watershed WS-II 1 acre

LEGEND

EXISTING CORNER
IRON SET
COMPUTED POINT
RIGHT-OF-WAY
SETBACK LINE



ALL IRON SET ARE 5/8" RE-BAR UNLESS NOTED ON MAP

Site Data

Total Area - 50.26 ac
Linear Feet in Streets - 6600 feet
Number of Lots - 21
Average Size Lots - 2.39 ac

Set back lines
From center of Cove Gap Road - 50'
Front - 30'
Side Street - 25'
Rear - 25'
Sides - 15'

Reference Deed: Db. 1004, pg. 296

BOUNDARY SURVEY FOR		TOWNSHIP	COUNTY
Pride Homes, Inc.		Moravian Falls	Wilkes
PROPERTY OF	SCALE	STATE	DATE
Pride Homes, Inc.	1"=200'	NC.	03-03-06
FORESIGHT SURVEYING		RUSSELL N. VOGEL, P.L.S., L-3106	
2593 CONGO ROAD		PHONE: (336) 667-2505	
WILKESBORO, NC 28697			

10/5/05

Map 2 of 4 Five Springs Subdivision

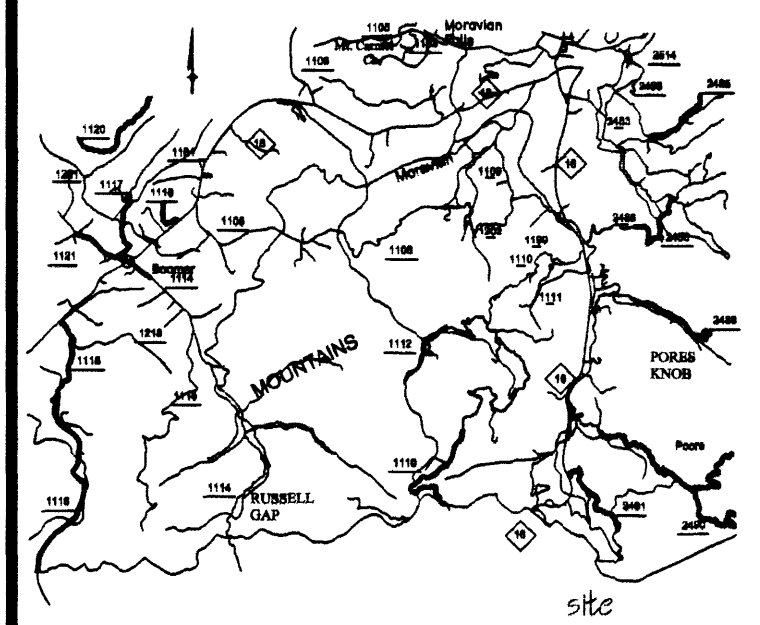
Pores Knob Road
S.R. 2490 - gravel

Azel Land Development
Db. 981, pg. 132

Johannes & Dana Van Yperen
Db. 975, pg. 206

Julius & Laura Hubbard
Db. 975, pg. 199

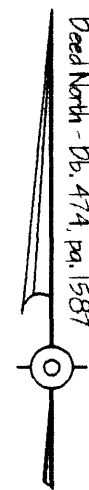
Cove Gap Road
S.R. 2490 - gravel



ALEXANDER COUNTY
not to scale

VICINITY SKETCH

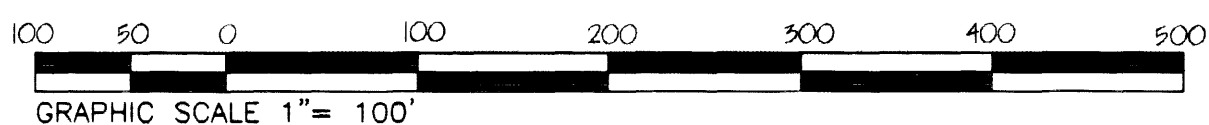
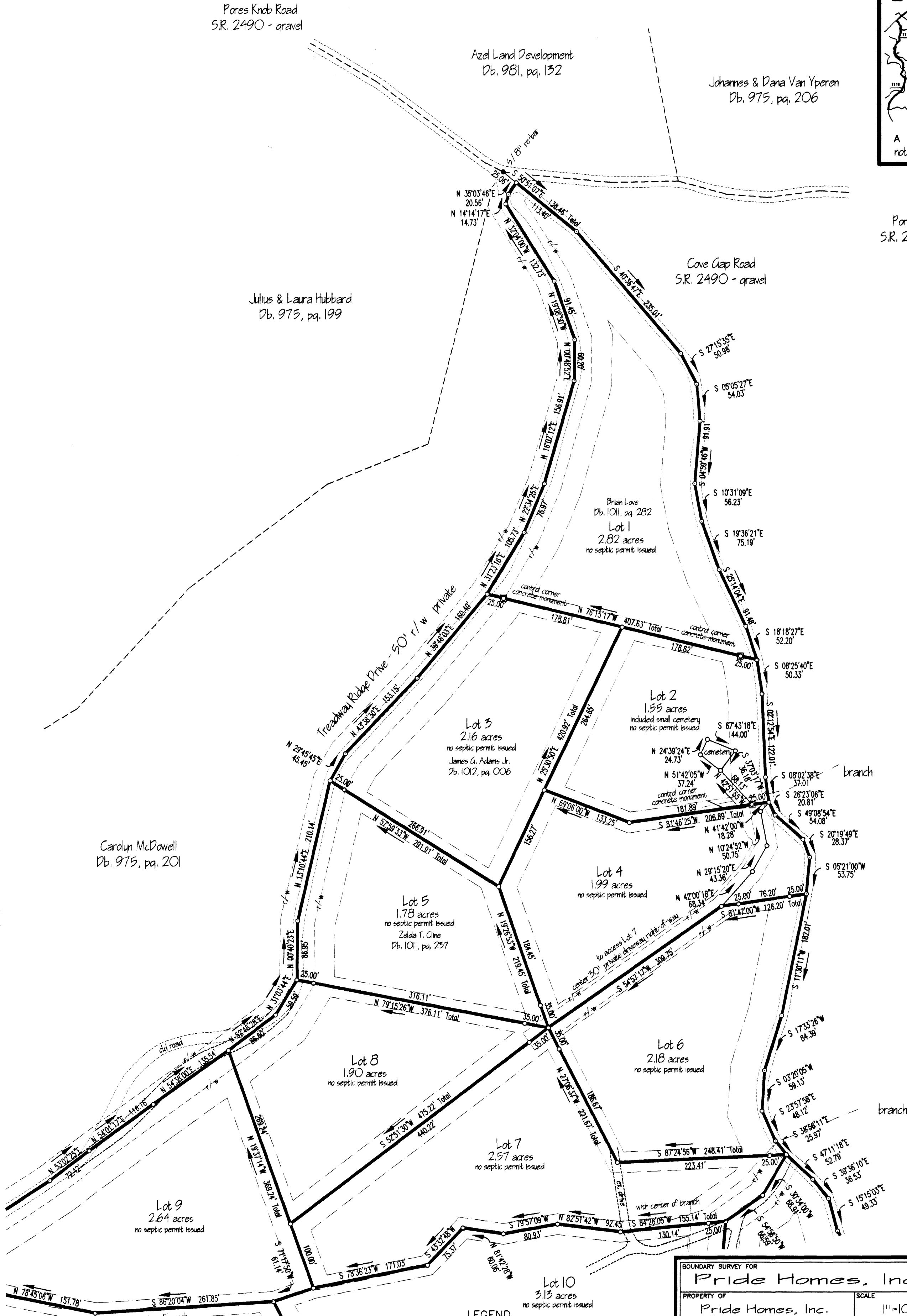
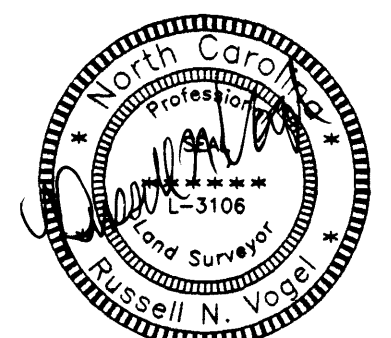
Pores Knob Road
S.R. 2490 - gravel



WILKES COUNTY REGISTER OF DEEDS
PRESENTED FOR REGISTRATION AND RECORDING
IN THIS OFFICE IN BOOK 10 PAGE 560
THIS 24th DAY OF July, 2008
AT 10:36 O'CLOCK AM
RICHARD L. WOODRUFF
REGISTER OF DEEDS
BY Misty M. Smith
DEPUTY ASSISTANT REGISTER OF DEEDS

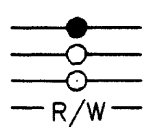
02763

Carolyn McDowell
Db. 975, pg. 201
Five Springs Subdivision
Phase II



LEGEND

EXISTING CORNER
IRON SET
COMPUTED POINT
RIGHT-OF-WAY

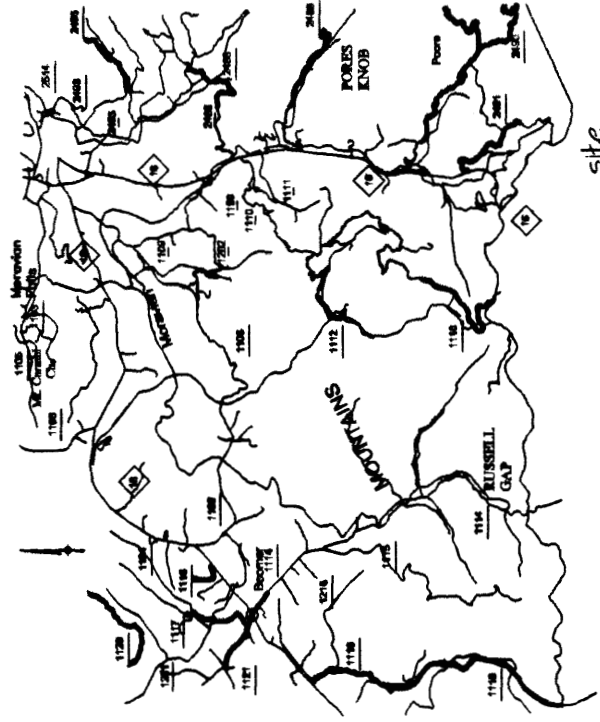


BOUNDARY SURVEY FOR Pride Homes, Inc.		TOWNSHIP Moravian Falls	COUNTY Wilkes
PROPERTY OF Pride Homes, Inc.	SCALE 1"=100'	STATE N.C.	DATE 05-05-06
FORESIGHT SURVEYING 2593 CONGO ROAD WILKESBORO, NC 28697		RUSSELL N. VOGEL, P.L.S., L-3106 PHONE: (336) 667-2505	

10/560

Five Springs Subdivision

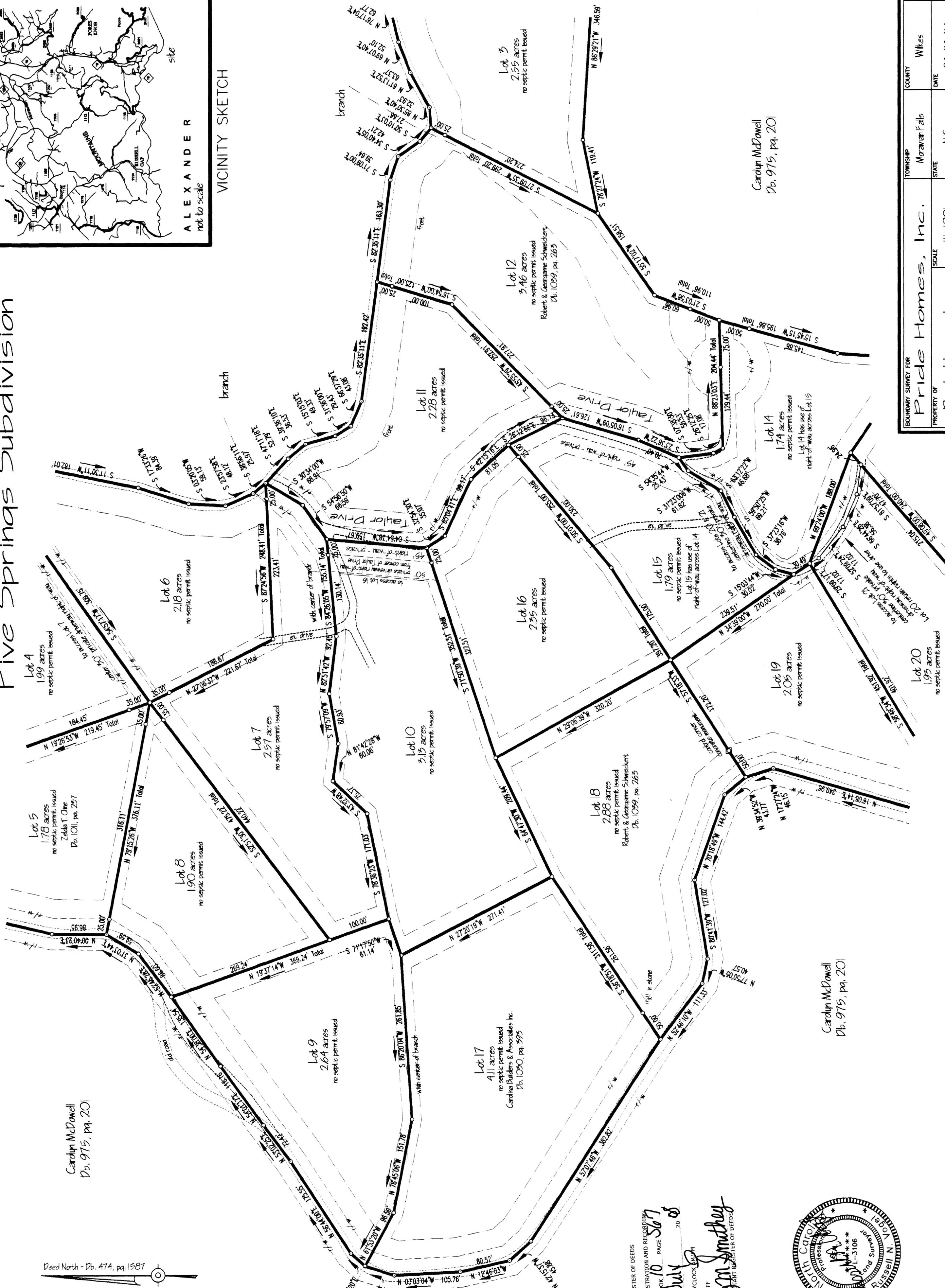
MAP 3 of 4



ALEXANDER

not to scale

VICINITY SKETCH



LEGEND
 EXISTING CORNER
 IRON SET
 COMPUTED POINT
 RIGHT-OF-WAY

BOUNDARY SURVEY FOR	PRIDE HOMES, INC.	TOWNSHIP	Moran Falls	COUNTY	Wilkes
PROPERTY OF	PRIDE HOMES, INC.	SCALE	1"=100'	STATE	N.C.
		DATE	05-03-06		

FORESIGHT SURVEYING
 2593 CONGO ROAD
 WILKESBORO, NC 28697
 PHONE: (336) 667-2505

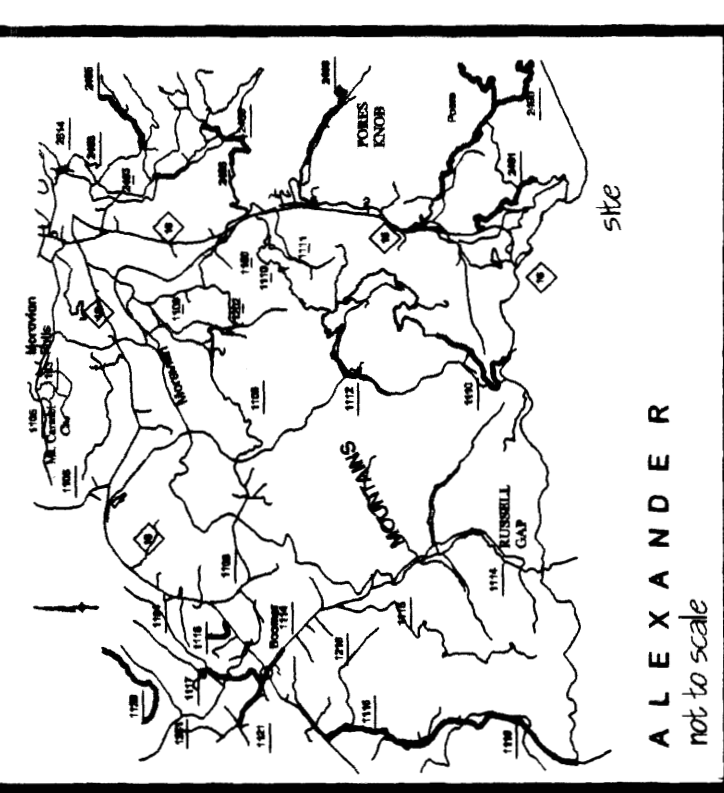
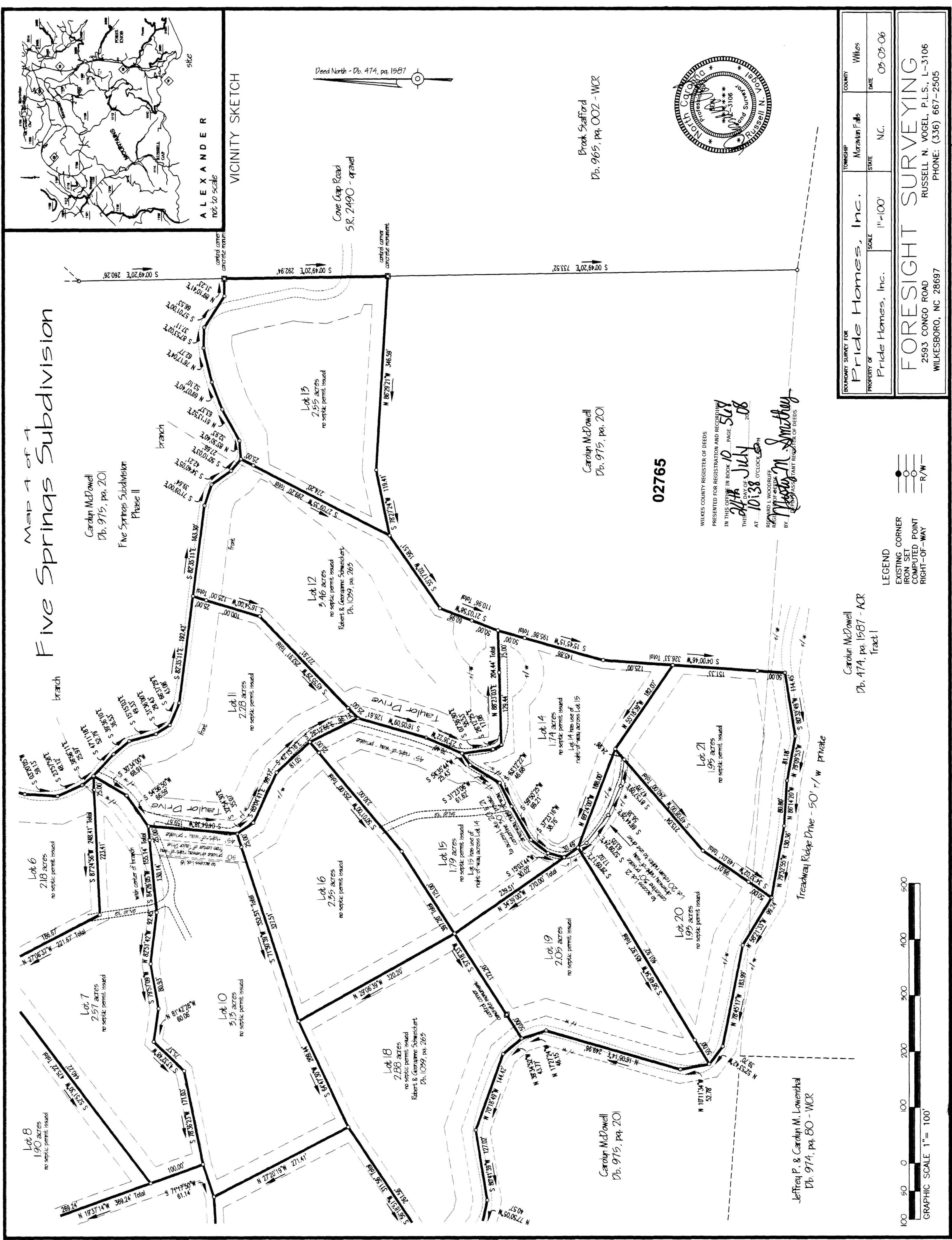
10/507

02764



WILKES COUNTY REGISTER OF DEEDS
 PRESENTED FOR REGISTRATION AND RECORDATION
 IN THIS OFFICE IN BOOK 10 PAGE 507
 DATE 24th July 2006
 BY RICHARD L. WOODRUFF
 REGISTER OF DEEDS
 BY RUSSELL N. VOGEL
 ASSISTANT REGISTER OF DEEDS

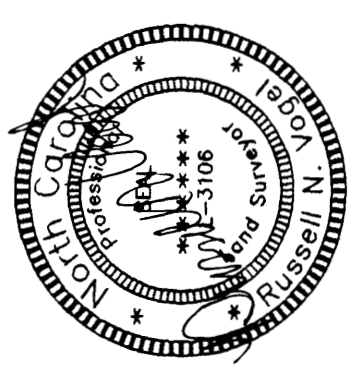
Deed North - Db. 474, pa. 1587



VICINITY SKETCH

Deed North - Db. 474, pg. 1587

Brook Stafford
Db. 965, pg. 002 - WCR



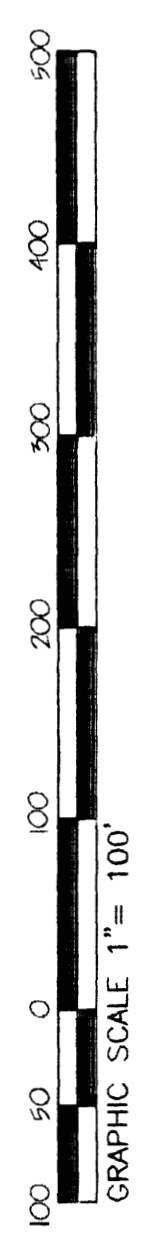
02765

WILKES COUNTY REGISTER OF DEEDS
PRESENTED FOR REGISTRATION AND RECORDING
IN THIS OFFICE IN BOOK PAGE
THIS SURVEY AT 10:38 O'CLOCK
ON JULY 10 2008
BY *Jeffrey P. & Carolyn M. Lowenthal*
REGISTERED PROFESSIONAL SURVEYORS
AND LICENSED LAND SURVEYORS

BOUNDARY SURVEY FOR	TOWNSHIP	COUNTY
Pride Homes, Inc.	Moranville	Wilkes
PROPERTY OF	STATE	DATE
Pride Homes, Inc.	N.C.	05-05-06
SCALE	1"=100'	
FORESIGHT SURVEYING		
2593 CONGO ROAD		
WILKESBORO, NC 28697		
RUSSELL N. VOGEL, P.L.S., L-3106		
PHONE: (336) 667-2505		

LEGEND

- EXISTING CORNER
- IRON SET
- COMPUTED POINT
- RIGHT-OF-WAY



Carolyn McDowell
Db. 474, pg. 1587 - ACR
Tract I

Carolyn McDowell
Db. 975, pg. 201

Jeffrey P. & Carolyn M. Lowenthal
Db. 974, pg. 80 - WCR

10/568

1339
0163
001

11-02761 3863-28-0815
11-02765 3863-28-1420
11-02766 3863-18-2284
11-02767 3863-18-6321
11-02768 3863-18-3162
11-02770 3863-27-4938
11-02773 3863-27-4357
11-02774 3863-27-2526
11-02775 3863-27-1707
11-02778 3863-27-0327

All DT'S

FILED ELECTRONICALLY
WILKES COUNTY NC
MISTY M. SMITHEY
REGISTER OF DEEDS

FILED Sep 20, 2021
AT 02:10:23 PM
BOOK 01339
PAGE 0163
INSTRUMENT # 07784
EXCISE TAX \$0.00

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No. 1102761, 1102765, 1102766, 1102767, 1102768, 1102770, 1102773, 1102774, 1102775, 1102778

Verified by _____ County on the _____ day of _____, 20____

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Hankin & Pack, PLLC. *DEED PREP ONLY. NO TITLE SEARCH PERFORMED*

Brief description for the Index: Five Springs Lots 2, 6, 7, 8, 9, 11, 14, 15, 16, 19

Title Co: _____

THIS DEED made this 7th day of September, 2021, by and between

GRANTOR

Fourtees Incorporated, a North Carolina Corporation

Forwarding Address:

P.O. Box 2429

Denver, NC 28037

GRANTEE

Five Springs LLC, a North Carolina Limited Liability Company

Mailing Address:

411 Valley Fields Lane

Radford, VA 24141

203260

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, parcel of land or condominium unit situated in the Moravian Falls Township, Wilkes County, North Carolina and more particularly described as follows:

SEE EXHIBIT A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 01195 Page 0044.

All or a portion of the property herein conveyed ___ includes or XXX does not include the primary residence of a Grantor.

A map showing the above-described property is recorded in Map Book 10, Page 565-568.

Submitted electronically by "Hankin & Pack, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Wilkes County. NCGS 47-14(a1)(5).

DF

1339

0163

002

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.

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

Fourtees Incorporated, a North Carolina Corporation

Thomas E. Lawley, Jr. (SEAL)

By: Thomas E. Lawley, Jr., President

State of NC
County of Catawba

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the above capacity:

Fourtees Incorporated, a North Carolina Corporation by Thomas E. Lawley, Jr., President

Date: 9-7-21

Loretta T. Wingate
Notary Public
Notary's Printed or Typed Name

My Commission Expires:

3-13-2026

(Official/Notarial Seal)



1339
0163
003

EXHIBIT A

BEING ALL OF LOTS 2, 6, 7, 8, 9, 11, 14, 15, 16, AND 19 OF FIVE SPRINGS SUBDIVISION, PHASE 1 AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 10, PAGE 264-267 AND RE-RECORDED IN MAP BOOK 10, PAGES 565-568 IN THE OFFICE OF THE PERGISTER OF DEEDS FOR WILKES COUNTY.

PARCEL NUMBERS FOR EACH LOT BEING CONVEYED ARE AS FOLLOWS:

**LOT #2 - 1102761
LOT #6 - 1102765
LOT #7 - 1102766
LOT #8 - 1102767
LOT #9 - 1102768
LOT #11 - 1102770
LOT #14 - 1102773
LOT #15 - 1102774
LOT #16 - 1102775
LOT #19 - 1102778**

REFER BOOK 1009, PAGE 292 FOR RESTRICTIONS. ALSO REFER BOOK 1084, PAGE 278 FOR RIGHT OF WAY.

Parcel

Offering #1 - Lot 2

ParlID / PIN:1102761 / 3863-28-0815

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330J

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/163

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking>:

Utilities:

Restrictions:

Taxable Acres:1.4

Valuation

Appraised Land:42,780

Appraised Building:0

Appraised Total:42,780

Deferred:0

Exempts/Excluded:0

Assessed Real:42,780

Total Assessed:42,780

Legal

Physical Address:FIVE SPRINGS LOT 2

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0265	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-20	1 : UNIMPROVED		32,000
2	A : Acreage	A2 [10-2]		.4	17,424	9 : LOCATION	-20	1 : UNIMPROVED		10,780

Real Values

Land Value:	42,780
Building Value:	0
Appraised Real Value:	42,780
Total Appraised Value	42,780

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	42,780
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	42,780

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	42,780	0	42,780	0	0		0	0	42,780
2024	OTHER	17,600	0	17,600	0	0		0	0	17,600
2023	OTHER	17,600	0	17,600	0	0		0	0	17,600
2022	OTHER	17,600	0	17,600	0	0		0	0	17,600
2021	OTHER	17,600	0	17,600	0	0		0	0	17,600
2020	OTHER	17,600	0	17,600	0	0		0	0	17,600
2019	OTHER	17,600	0	17,600	0	0		0	0	17,600
2018	OTHER	28,600	0	28,600	0	0		0	0	28,600
2017	OTHER	28,600	0	28,600	0	0		0	0	28,600
2016	OTHER	28,600	0	28,600	0	0		0	0	28,600
2015	OTHER	28,600	0	28,600	0	0		0	0	28,600
2014	OTHER	28,600	0	28,600						28,600
2013	OTHER	28,600	0	28,600						28,600
2012	OTHER	48,400	0	48,400						48,400
2011	OTHER	48,400	0	48,400						48,400
2010	OTHER	48,400	0	48,400						48,400
2009	OTHER	48,400	0	48,400						48,400
2008	OTHER	48,400	0	48,400						48,400
2007	OTHER	48,400	0	48,400						48,400



Sorry, no sketch available
for this record

Item	Area
------	------

Parcel

Offering #1 - Lot 6

ParlD / PIN:1102765 / 3863-28-1420

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330J

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/163

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking>:

Utilities:

Restrictions:

Taxable Acres:2

Valuation

Appraised Land:52,000

Appraised Building:0

Appraised Total:52,000

Deferred:0

Exempts/Excluded:0

Assessed Real:52,000

Total Assessed:52,000

Legal

Physical Address:FIVE SPRINGS LOT 6

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED		04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0265	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-20			32,000
2	A : Acreage	A2 [10-2]		1	43,560	9 : LOCATION	-20			20,000

Real Values

Land Value:	52,000
Building Value:	0
Appraised Real Value:	52,000
Total Appraised Value	52,000

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	52,000
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	52,000

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	52,000	0	52,000	0	0		0	0	52,000
2024	OTHER	20,000	0	20,000	0	0		0	0	20,000
2023	OTHER	20,000	0	20,000	0	0		0	0	20,000
2022	OTHER	20,000	0	20,000	0	0		0	0	20,000
2021	OTHER	20,000	0	20,000	0	0		0	0	20,000
2020	OTHER	20,000	0	20,000	0	0		0	0	20,000
2019	OTHER	20,000	0	20,000	0	0		0	0	20,000
2018	OTHER	32,500	0	32,500	0	0		0	0	32,500
2017	OTHER	32,500	0	32,500	0	0		0	0	32,500
2016	OTHER	32,500	0	32,500	0	0		0	0	32,500
2015	OTHER	32,500	0	32,500	0	0		0	0	32,500
2014	OTHER	32,500	0	32,500						32,500
2013	OTHER	32,500	0	32,500						32,500
2012	OTHER	55,000	0	55,000						55,000
2011	OTHER	55,000	0	55,000						55,000
2010	OTHER	55,000	0	55,000						55,000
2009	OTHER	55,000	0	55,000						55,000
2008	OTHER	55,000	0	55,000						55,000
2007	OTHER	55,000	0	55,000						55,000



Sorry, no sketch available
for this record

Item	Area

PARID: 1102766
FIVE SPRINGS LLC

FIVE SPRINGS LOT 7

Parcel

Offering #3 - Lot 7

ParID / PIN: 1102766 / 3863-18-8284
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: 1339/163

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
Restrictions: :
Taxable Acres: 2.57

Valuation

Appraised Land: 58,840
Appraised Building: 0
Appraised Total: 58,840
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 58,840
Total Assessed: 58,840

Legal

Physical Address: FIVE SPRINGS LOT 7

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	WD/MP - WARR DEED/ MULTI PAR		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0265	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-20			32,000
2	A : Acreage	A2 [10-2]		1.57	68,389	9 : LOCATION	-20			26,840

Real Values

Land Value:	58,840
Building Value:	0
Appraised Real Value:	58,840
Total Appraised Value	58,840

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	58,840
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	58,840

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	58,840	0	58,840	0	0		0	0	58,840
2024	OTHER	22,280	0	22,280	0	0		0	0	22,280
2023	OTHER	22,280	0	22,280	0	0		0	0	22,280
2022	OTHER	22,280	0	22,280	0	0		0	0	22,280
2021	OTHER	22,280	0	22,280	0	0		0	0	22,280
2020	OTHER	22,280	0	22,280	0	0		0	0	22,280
2019	OTHER	22,280	0	22,280	0	0		0	0	22,280
2018	OTHER	36,210	0	36,210	0	0		0	0	36,210
2017	OTHER	36,210	0	36,210	0	0		0	0	36,210
2016	OTHER	36,210	0	36,210	0	0		0	0	36,210
2015	OTHER	36,210	0	36,210	0	0		0	0	36,210
2014	OTHER	36,210	0	36,210						36,210
2013	OTHER	36,210	0	36,210						36,210
2012	OTHER	61,270	0	61,270						61,270
2011	OTHER	61,270	0	61,270						61,270
2010	OTHER	61,270	0	61,270						61,270
2009	OTHER	61,270	0	61,270						61,270
2008	OTHER	61,270	0	61,270						61,270
2007	OTHER	61,270	0	61,270						61,270



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for this record

Item	Area

Parcel

Offering #1 - Lot 8

ParlD / PIN:1102767 / 3863-18-6321

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330J

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/163

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking>:

Utilities:

Restrictions:

Taxable Acres:1.9

Valuation

Appraised Land:50,460

Appraised Building:0

Appraised Total:50,460

Deferred:0

Exempts/Excluded:0

Assessed Real:50,460

Total Assessed:50,460

Legal

Physical Address:FIVE SPRINGS LOT 8

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
24-JUL-08	0010	0565	WD/MP - WARR DEED/ MULTI PAR	0	10
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0265	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	1 : UNIMPROVED	-20	9 : LOCATION		32,000

Real Values

Land Value:	50,460
Building Value:	0
Appraised Real Value:	50,460
Total Appraised Value	50,460

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	50,460
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	50,460

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	50,460	0	50,460	0	0		0	0	50,460
2024	OTHER	19,600	0	19,600	0	0		0	0	19,600
2023	OTHER	19,600	0	19,600	0	0		0	0	19,600
2022	OTHER	19,600	0	19,600	0	0		0	0	19,600
2021	OTHER	19,600	0	19,600	0	0		0	0	19,600
2020	OTHER	19,600	0	19,600	0	0		0	0	19,600
2019	OTHER	19,600	0	19,600	0	0		0	0	19,600
2018	OTHER	31,850	0	31,850	0	0		0	0	31,850
2017	OTHER	31,850	0	31,850	0	0		0	0	31,850
2016	OTHER	31,850	0	31,850	0	0		0	0	31,850
2015	OTHER	31,850	0	31,850	0	0		0	0	31,850
2014	OTHER	31,850	0	31,850						31,850
2013	OTHER	31,850	0	31,850						31,850
2012	OTHER	53,900	0	53,900						53,900
2011	OTHER	53,900	0	53,900						53,900
2010	OTHER	53,900	0	53,900						53,900
2009	OTHER	53,900	0	53,900						53,900
2008	OTHER	54,120	0	54,120						54,120
2007	OTHER	54,120	0	54,120						54,120



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for this record

Item	Area

Parcel

Offering #1 - Lot 9

ParlD / PIN:1102768 / 3863-18-3162

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330J

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/163

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking:

Utilities:

Restrictions:

Taxable Acres:2.65

Valuation

Appraised Land:59,800

Appraised Building:0

Appraised Total:59,800

Deferred:0

Exempts/Excluded:0

Assessed Real:59,800

Total Assessed:59,800

Legal

Physical Address:FIVE SPRINGS LOT 9

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED		04
12-JUN-09	1094	0330	WD/MP - WARR DEED/ MULTI PAR	330,000	
12-JUN-09	1094	0362	-	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
24-JUL-08	0010	0565	WD/MP - WARR DEED/ MULTI PAR	0	10
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0265	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
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4/30/25, 2:36 PM

Wilkes County Tax Administration

1	A : Acreage	A1 [10-1]	N	1	43,560	1 : UNIMPROVED	-20	9 : LOCATION	32,000
2	A : Acreage	A2 [10-2]		1.65	71,874	1 : UNIMPROVED	-20	9 : LOCATION	27,800
Total:				2.65	115,434				59,800

Real Values

Land Value:	59,800
Building Value:	0
Appraised Real Value:	59,800
Total Appraised Value	59,800

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	59,800
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	59,800

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	59,800	0	59,800	0	0		0	0	59,800
2024	OTHER	22,600	0	22,600	0	0		0	0	22,600
2023	OTHER	22,600	0	22,600	0	0		0	0	22,600
2022	OTHER	22,600	0	22,600	0	0		0	0	22,600
2021	OTHER	22,600	0	22,600	0	0		0	0	22,600
2020	OTHER	22,600	0	22,600	0	0		0	0	22,600
2019	OTHER	22,600	0	22,600	0	0		0	0	22,600
2018	OTHER	36,720	0	36,720	0	0		0	0	36,720
2017	OTHER	36,720	0	36,720	0	0		0	0	36,720
2016	OTHER	36,720	0	36,720	0	0		0	0	36,720
2015	OTHER	36,720	0	36,720	0	0		0	0	36,720
2014	OTHER	36,720	0	36,720						36,720
2013	OTHER	36,720	0	36,720						36,720
2012	OTHER	62,150	0	62,150						62,150
2011	OTHER	62,040	0	62,040						62,040
2010	OTHER	62,040	0	62,040						62,040
2009	OTHER	62,040	0	62,040						62,040
2008	OTHER	64,460	0	64,460						64,460
2007	OTHER	64,460	0	64,460						64,460



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Item	Area

ParlD / PIN:1102770 / 3863-27-4938

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330J

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/163

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking>:

Utilities:

Restrictions:

Taxable Acres:2.2

Valuation

Appraised Land:54,400

Appraised Building:0

Appraised Total:54,400

Deferred:0

Exempts/Excluded:0

Assessed Real:54,400

Total Assessed:54,400

Legal

Physical Address:FIVE SPRINGS LOT 11

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-20	1 : UNIMPROVED		32,000
2	A : Acreage	A2 [10-2]		1.2	52,272	9 : LOCATION	-20	1 : UNIMPROVED		22,400

Real Values

Land Value:	54,400
Building Value:	0
Appraised Real Value:	54,400
Total Appraised Value	54,400

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	54,400
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	54,400

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	54,400	0	54,400	0	0		0	0	54,400
2024	OTHER	20,800	0	20,800	0	0		0	0	20,800
2023	OTHER	20,800	0	20,800	0	0		0	0	20,800
2022	OTHER	20,800	0	20,800	0	0		0	0	20,800
2021	OTHER	20,800	0	20,800	0	0		0	0	20,800
2020	OTHER	20,800	0	20,800	0	0		0	0	20,800
2019	OTHER	20,800	0	20,800	0	0		0	0	20,800
2018	OTHER	33,800	0	33,800	0	0		0	0	33,800
2017	OTHER	33,800	0	33,800	0	0		0	0	33,800
2016	OTHER	33,800	0	33,800	0	0		0	0	33,800
2015	OTHER	33,800	0	33,800	0	0		0	0	33,800
2014	OTHER	33,800	0	33,800						33,800
2013	OTHER	33,800	0	33,800						33,800
2012	OTHER	57,200	0	57,200						57,200
2011	OTHER	57,200	0	57,200						57,200
2010	OTHER	57,200	0	57,200						57,200
2009	OTHER	57,200	0	57,200						57,200
2008	OTHER	57,200	0	57,200						57,200
2007	OTHER	57,200	0	57,200						57,200



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Item	Area

PARID: 1102773
FIVE SPRINGS LLC

FIVE SPRINGS LOT 14

Parcel

Offering #2 - Lot 14

ParID / PIN: 1102773 / 3863-27-4357
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: 1339/163

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
Restrictions: :
Taxable Acres: 1.49

Valuation

Appraised Land: 30,360
Appraised Building: 0
Appraised Total: 30,360
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 30,360
Total Assessed: 30,360

Legal

Physical Address: FIVE SPRINGS LOT 14

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED		04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
24-JUL-08	0010	0565	WD/MP - WARR DEED/ MULTI PAR	0	10
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	1 : UNIMPROVED	-45	12 : ACCESS		22,000

Real Values

Land Value:	30,360
Building Value:	0
Appraised Real Value:	30,360
Total Appraised Value	30,360

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	30,360
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	30,360

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	30,360	0	30,360	0	0		0	0	30,360
2024	OTHER	17,960	0	17,960	0	0		0	0	17,960
2023	OTHER	17,960	0	17,960	0	0		0	0	17,960
2022	OTHER	17,960	0	17,960	0	0		0	0	17,960
2021	OTHER	17,960	0	17,960	0	0		0	0	17,960
2020	OTHER	17,960	0	17,960	0	0		0	0	17,960
2019	OTHER	17,960	0	17,960	0	0		0	0	17,960
2018	OTHER	29,180	0	29,180	0	0		0	0	29,180
2017	OTHER	29,180	0	29,180	0	0		0	0	29,180
2016	OTHER	29,180	0	29,180	0	0		0	0	29,180
2015	OTHER	29,180	0	29,180	0	0		0	0	29,180
2014	OTHER	29,190	0	29,190						29,190
2013	OTHER	29,190	0	29,190						29,190
2012	OTHER	49,390	0	49,390						49,390
2011	OTHER	52,140	0	52,140						52,140
2010	OTHER	52,140	0	52,140						52,140
2009	OTHER	52,140	0	52,140						52,140
2008	OTHER	48,950	0	48,950						48,950
2007	OTHER	48,950	0	48,950						48,950



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for this record

Item	Area

PARID: 1102774
FIVE SPRINGS LLC

FIVE SPRINGS LOT 15

Parcel

Offering #2 - Lot 15

ParlD / PIN: 1102774 / 3863-27-2526
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: 1339/163

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
Restrictions: :
Taxable Acres: 1.79

Valuation

Appraised Land: 33,530
Appraised Building: 0
Appraised Total: 33,530
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 33,530
Total Assessed: 33,530

Legal

Physical Address: FIVE SPRINGS LOT 15

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED		04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-45	12 : ACCESS		22,000
2	A : Acreage	A2 [10-2]		.79	34,412	9 : LOCATION	-45	12 : ACCESS		11,530

Real Values

Land Value:	33,530
Building Value:	0
Appraised Real Value:	33,530
Total Appraised Value	33,530

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	33,530
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	33,530

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	33,530	0	33,530	0	0		0	0	33,530
2024	OTHER	19,160	0	19,160	0	0		0	0	19,160
2023	OTHER	19,160	0	19,160	0	0		0	0	19,160
2022	OTHER	19,160	0	19,160	0	0		0	0	19,160
2021	OTHER	19,160	0	19,160	0	0		0	0	19,160
2020	OTHER	19,160	0	19,160	0	0		0	0	19,160
2019	OTHER	19,160	0	19,160	0	0		0	0	19,160
2018	OTHER	31,130	0	31,130	0	0		0	0	31,130
2017	OTHER	31,130	0	31,130	0	0		0	0	31,130
2016	OTHER	31,130	0	31,130	0	0		0	0	31,130
2015	OTHER	31,130	0	31,130	0	0		0	0	31,130
2014	OTHER	29,190	0	29,190						29,190
2013	OTHER	29,190	0	29,190						29,190
2012	OTHER	49,390	0	49,390						49,390
2011	OTHER	55,880	0	55,880						55,880
2010	OTHER	55,880	0	55,880						55,880
2009	OTHER	55,880	0	55,880						55,880
2008	OTHER	55,880	0	55,880						55,880
2007	OTHER	55,880	0	55,880						55,880



Sorry, no sketch available
for this record

Item	Area

PARID: 1102775
FIVE SPRINGS LLC

FIVE SPRINGS LOT 16

Parcel

Offering #2 - Lot 16Off

ParID / PIN: 1102775 / 3863-27-1707
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: 1339/163

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
Restrictions: :
Taxable Acres: 2.35

Valuation

Appraised Land: 38,640
Appraised Building: 0
Appraised Total: 38,640
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 38,640
Total Assessed: 38,640

Legal

Physical Address: FIVE SPRINGS LOT 16

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	1 : UNIMPROVED	-45	12 : ACCESS		22,000
2	A : Acreage	A2 [10-2]		1.35	58,806	1 : UNIMPROVED	-45	12 : ACCESS		16,640

Real Values

Land Value:	38,640
Building Value:	0
Appraised Real Value:	38,640
Total Appraised Value	38,640

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	38,640
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	38,640

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	38,640	0	38,640	0	0		0	0	38,640
2024	OTHER	21,400	0	21,400	0	0		0	0	21,400
2023	OTHER	21,400	0	21,400	0	0		0	0	21,400
2022	OTHER	21,400	0	21,400	0	0		0	0	21,400
2021	OTHER	21,400	0	21,400	0	0		0	0	21,400
2020	OTHER	21,400	0	21,400	0	0		0	0	21,400
2019	OTHER	21,400	0	21,400	0	0		0	0	21,400
2018	OTHER	34,780	0	34,780	0	0		0	0	34,780
2017	OTHER	34,780	0	34,780	0	0		0	0	34,780
2016	OTHER	34,780	0	34,780	0	0		0	0	34,780
2015	OTHER	34,780	0	34,780	0	0		0	0	34,780
2014	OTHER	34,770	0	34,770						34,770
2013	OTHER	34,770	0	34,770						34,770
2012	OTHER	58,850	0	58,850						58,850
2011	OTHER	58,850	0	58,850						58,850
2010	OTHER	58,850	0	58,850						58,850
2009	OTHER	58,850	0	58,850						58,850
2008	OTHER	58,850	0	58,850						58,850
2007	OTHER	58,850	0	58,850						58,850



Sorry, no sketch available
for this record

Item	Area
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PARID: 1102778
FIVE SPRINGS LLC

FIVE SPRINGS LT 19

Parcel

Offering #2 - Lot 19

ParID / PIN: 1102778 / 3863-27-0327
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: 1339/163

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
Restrictions: :
Taxable Acres: 1.98

Valuation

Appraised Land: 51,690
Appraised Building: 0
Appraised Total: 51,690
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 51,690
Total Assessed: 51,690

Legal

Physical Address: FIVE SPRINGS LT 19

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	163	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	-	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	1 : UNIMPROVED	-20	9 : LOCATION		32,000
2	A : Acreage	A2 [10-2]		.98	42,689	1 : UNIMPROVED	-20	9 : LOCATION		19,690

Real Values

Land Value:	51,690
Building Value:	0
Appraised Real Value:	51,690
Total Appraised Value	51,690

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	51,690
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	51,690

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	51,690	0	51,690	0	0		0	0	51,690
2024	OTHER	19,920	0	19,920	0	0		0	0	19,920
2023	OTHER	19,920	0	19,920	0	0		0	0	19,920
2022	OTHER	19,920	0	19,920	0	0		0	0	19,920
2021	OTHER	19,920	0	19,920	0	0		0	0	19,920
2020	OTHER	19,920	0	19,920	0	0		0	0	19,920
2019	OTHER	19,920	0	19,920	0	0		0	0	19,920
2018	OTHER	32,370	0	32,370	0	0		0	0	32,370
2017	OTHER	32,370	0	32,370	0	0		0	0	32,370
2016	OTHER	32,370	0	32,370	0	0		0	0	32,370
2015	OTHER	32,370	0	32,370	0	0		0	0	32,370
2014	OTHER	32,370	0	32,370						32,370
2013	OTHER	32,370	0	32,370						32,370
2012	OTHER	54,780	0	54,780						54,780
2011	OTHER	55,550	0	55,550						55,550
2010	OTHER	55,550	0	55,550						55,550
2009	OTHER	55,550	0	55,550						55,550
2008	OTHER	55,550	0	55,550						55,550
2007	OTHER	55,550	0	55,550						55,550



Sorry, no sketch available
for this record

Item	Area

PARID: 1102779
FIVE SPRINGS LLC

FIVE SPRINGS LT 20

Parcel**Offering #2 - Lot 20**

ParID / PIN: 1102779 / 3863-27-1202
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: [1339/162](#)

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
:
Restrictions: :
Taxable Acres: 2.16

Valuation

Appraised Land: 53,920
Appraised Building: 0
Appraised Total: 53,920
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 53,920
Total Assessed: 53,920

Legal

Physical Address: FIVE SPRINGS LT 20

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	162	NONWD - NON WARRANTY DEED		04
27-MAY-15	1208	333	WD/MP - WARR DEED/ MULTI PAR	67,500	04
02-SEP-14	1195	044	DEED - DEED		04

12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	PLAT - PLAT	0	10

Parcel

Offering #3 - Lot 21

ParID / PIN:1102780 / 3863-27-3197

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330J

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/162

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking>:

Utilities:

Restrictions:

Taxable Acres:2.2

Valuation

Appraised Land:54,400

Appraised Building:0

Appraised Total:54,400

Deferred:0

Exempts/Excluded:0

Assessed Real:54,400

Total Assessed:54,400

Legal

Physical Address:FIVE SPRINGS LT 21

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	162	NONWD - NON WARRANTY DEED		04
27-MAY-15	1208	333	WD/MP - WARR DEED/ MULTI PAR	67,500	04
02-SEP-14	1195	044	DEED - DEED	29,000	04
12-JUN-09	1094	0362	WD/MP - WARR DEED/ MULTI PAR	330,000	06
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08
07-MAR-07	1034	0080	WD/MP - WARR DEED/ MULTI PAR	609,000	04
01-JUN-06	0010	0267	PLAT - PLAT	0	10

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	1 : UNIMPROVED	-20	9 : LOCATION		32,000

Real Values

Land Value:	54,400
Building Value:	0
Appraised Real Value:	54,400
Total Appraised Value	54,400

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	54,400
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	54,400

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	54,400	0	54,400	0	0		0	0	54,400
2024	OTHER	20,800	0	20,800	0	0		0	0	20,800
2023	OTHER	20,800	0	20,800	0	0		0	0	20,800
2022	OTHER	20,800	0	20,800	0	0		0	0	20,800
2021	OTHER	20,800	0	20,800	0	0		0	0	20,800
2020	OTHER	20,800	0	20,800	0	0		0	0	20,800
2019	OTHER	20,800	0	20,800	0	0		0	0	20,800
2018	OTHER	33,800	0	33,800	0	0		0	0	33,800
2017	OTHER	33,800	0	33,800	0	0		0	0	33,800
2016	OTHER	33,800	0	33,800	0	0		0	0	33,800
2015	OTHER	33,800	0	33,800	0	0		0	0	33,800
2014	OTHER	33,800	0	33,800						33,800
2013	OTHER	33,800	0	33,800						33,800
2012	OTHER	57,200	0	57,200						57,200
2011	OTHER	54,450	0	54,450						54,450
2010	OTHER	54,450	0	54,450						54,450
2009	OTHER	54,450	0	54,450						54,450
2008	OTHER	54,450	0	54,450						54,450
2007	OTHER	54,450	0	54,450						54,450



Sorry, no sketch available
for this record

Item	Area

ParlD / PIN:1102782 / 3863-36-0949

Tax Year:2025

Tax District:11 : Moravian Falls

Neighborhood:212 : NBHD 212

Old NBHD:330

Ortho:3863

Owner

Account Number:203260

Name:FIVE SPRINGS LLC

Name 2:

Care Of:

Mailing Address:411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page:1339/164

Description

NBHD Code / Name:212 : NBHD 212

Class:R1 : RESIDENTIAL

Use Code:910 : UNDEVELOPED LAND

Appraisal Territory:4

Zoning:

Living Units:0

Topography>:

Location:5 :

Parking>:

Utilities:

Restrictions:

Taxable Acres:4.3

Valuation

Appraised Land:79,600

Appraised Building:0

Appraised Total:79,600

Deferred:0

Exempts/Excluded:0

Assessed Real:79,600

Total Assessed:79,600

Legal

Physical Address:TAYLOR DR

Tax District Setup

Tax Dist 1:F03 : 100% : Moravian Falls

Tax Dist 2:G01 : 100% : Wilkes County

Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	164	NONWD - NON WARRANTY DEED		04
15-OCT-09	1102	0175	WD - WARRANTY DEED	0	08
20-APR-09	1091	0152	WD/MP - WARR DEED/ MULTI PAR	0	10
02-SEP-08	1078	0062	WD/MP - WARR DEED/ MULTI PAR	0	08

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-20	1 : UNIMPROVED		32,000
2	A : Acreage	A2 [10-2]		3.3	143,748	9 : LOCATION	-20	1 : UNIMPROVED		47,600
Total:				4.3	187,308					79,600

Real Values

Land Value:	79,600
Building Value:	0
Appraised Real Value:	79,600
Total Appraised Value	79,600

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	79,600
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	79,600

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	79,600	0	79,600	0	0		0	0	79,600
2024	OTHER	25,070	0	25,070	0	0		0	0	25,070
2023	OTHER	25,070	0	25,070	0	0		0	0	25,070
2022	OTHER	25,070	0	25,070	0	0		0	0	25,070
2021	OTHER	25,070	0	25,070	0	0		0	0	25,070
2020	OTHER	25,070	0	25,070	0	0		0	0	25,070
2019	OTHER	25,070	0	25,070	0	0		0	0	25,070
2018	OTHER	17,910	0	17,910						17,910
2017	OTHER	17,910	0	17,910						17,910
2016	OTHER	17,910	0	17,910						17,910
2015	OTHER	17,910	0	17,910						17,910
2014	OTHER	17,910	0	17,910						17,910
2013	OTHER	56,330	0	56,330						56,330
2012	OTHER	62,590	0	62,590						62,590
2011	OTHER	62,590	0	62,590						62,590
2010	OTHER	62,590	0	62,590						62,590
2009	OTHER	62,590	0	62,590						62,590
2008	OTHER	47,810	0	47,810						47,810
2007	OTHER	47,810	0	47,810						47,810



Sorry, no sketch available
for this record

Item	Area

PARID: 1102816
FIVE SPRINGS LLC

PORES KNOB RD

Parcel

Offering #3 - +/- 6.4 ac

ParID / PIN: 1102816 / 3863-26-4813
Tax Year: 2025
Tax District: 11 : Moravian Falls
Neighborhood: 212 : NBHD 212
Old NBHD: 330J
Ortho: 3863

Owner

Account Number: 203260
Name: FIVE SPRINGS LLC
Name 2:
Care Of:
Mailing Address: 411 VALLEY FIELDS LANE
RADFORD VA 24141

Current Book/Page: 1339/164

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 910 : UNDEVELOPED LAND
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: :
Location: 5 :
Parking: :
Utilities: :
Restrictions: :
Taxable Acres: 6.4

Valuation

Appraised Land: 43,590
Appraised Building: 0
Appraised Total: 43,590
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 43,590
Total Assessed: 43,590

Legal

Physical Address: PORES KNOB RD

Tax District Setup

Tax Dist 1: F03 : 100% : Moravian Falls
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
20-SEP-21	1339	164	NONWD - NON WARRANTY DEED		04
02-SEP-14	1195	044	DEED - DEED	29,000	04
02-SEP-14	1195	046	WD - WARRANTY DEED		08

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	A1 [10-1]	N	1	43,560	9 : LOCATION	-45	12 : ACCESS		22,000
2	A : Acreage	A4 [10-4]		5.4	235,224	9 : LOCATION	-45	12 : ACCESS		21,590
Total:				6.4	278,784					43,590

Real Values

Land Value:	43,590
Building Value:	0
Appraised Real Value:	43,590
Total Appraised Value	43,590

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

Assessed Valuation

Total Appraised Value:	43,590
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	43,590

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2025	OTHER	43,590	0	43,590	0	0		0	0	43,590
2024	OTHER	18,800	0	18,800	0	0		0	0	18,800
2023	OTHER	18,800	0	18,800	0	0		0	0	18,800
2022	OTHER	18,800	0	18,800	0	0		0	0	18,800
2021	OTHER	18,800	0	18,800	0	0		0	0	18,800
2020	OTHER	18,800	0	18,800	0	0		0	0	18,800
2019	OTHER	18,800	0	18,800	0	0		0	0	18,800
2018	OTHER	30,550	0	30,550	0	0		0	0	30,550
2017	OTHER	30,550	0	30,550	0	0		0	0	30,550
2016	OTHER	30,550	0	30,550	0	0		0	0	30,550
2015	OTHER	30,550	0	30,550	0	0		0	0	30,550
2014	OTHER	30,550	0	30,550						30,550
2013	OTHER	30,550	0	30,550						30,550
2012	OTHER	51,700	0	51,700						51,700
2011	OTHER	51,700	0	51,700						51,700
2010	OTHER	167,530	395,320	562,850						562,850
2009	OTHER	167,530	395,320	562,850						562,850
2008	OTHER	192,590	395,320	587,910						587,910
2007	OTHER	192,590	395,320	587,910						587,910



Sorry, no sketch available
for this record

Item	Area

1009
0292
001

**FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS**

FILED Jun 01, 2006
AT 04:08:55 pm
BOOK 01009
PAGE 0292
INSTRUMENT # 05833

FIVE SPRINGS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

INTRODUCTION

This is the basic document for establishing the regime of FIVE SPRINGS. An interest in a lot or dwelling unit in FIVE SPRINGS consists of three (3) elements:

- A. The fee simple title in the lot (including any dwelling unit located thereon).
- B. The easement of enjoyment in the Common Properties.
- C. The membership in FIVE SPRINGS HOMEOWNERS ASSOCIATION, INC. (The "Association").

These interests are subject to various easements, restrictions and covenants, and more particularly the obligation to pay the proportion of assessments established by the Board of Directors for each lot including any dwelling unit located thereon. Failure of individual owners to pay such assessment can result in, among other sanctions, the creation of a lien on the title interest in their respective lots (dwelling units), and can be foreclosed. Thus, the Association is assured of an adequate budget to provide its services and maintain the properties and the program making up Five Springs and its style of life.

The Association provides certain services including: access to all facilities and all roads and open space; the provision of certain exterior maintenance; and liability coverage for act of the Association.

Membership in the Association and acts of the members (owners) are subject to restrictions sufficient to provide order and facilitate reasonable opportunities for maximum, and most enjoyable, uses of the common facilities. Sanctions or suspension of privileges and the levying of liquidated damages are provided to enforce the restrictions.

Although a lot (dwelling unit) owner actually owns the footage on the exterior of his building, any permanent structure or improvements erected or placed in that space must have the approval of an architectural review board. This is necessary to prevent unsightly additions, fences and structures which are inconsistent with the character of Five Springs as a planned residential community.

FIVE SPRINGS
INDEX OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

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3. Excluded Property	
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**STATE OF NORTH CAROLINA
COUNTY OF WILKES**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH:

WHEREAS, PRIDE HOMES, INC. herein called the "Declarant", is the fee simple owner of certain real property located in MORAVIAN FALLS TOWNSHIP, WILKES COUNTY, North Carolina, and desires to establish on a portion thereof a residential community consisting of single-family residential dwellings to be governed by the FIVE SPRINGS HOMEOWNERS ASSOCIATION, INC., and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Five Springs; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Five Springs Homeowners Association, Inc.; and for the continued maintenance and operation of the private streets and common areas in the community and for a security system for the protection of property; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and the maintenance and operation of the private roads and common areas that certain covenants, conditions, easements, assessments, liens and restrictions governing the subdivision and development of tracts of land, and the use and occupancy of tracts in the Five Springs Homeowners Association, Inc., be established and declared to be covenants running with the land; and that an agency be created to which will be delegated the powers and duties of maintaining the roads and common areas, providing security, enforcing the covenants and restrictions, and collecting and disbursing assessments;

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property hereafter described at Map Book 10, Page 264-267 Wilkes County Registry of Deeds, or that property that hereafter may be made subject to this Declaration of Covenants, Conditions and Restrictions (hereafter called the "Restrictions") are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within these Restrictions, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Five Springs Homeowners Association, Inc., and their successors and assigns. Each grantee of any lot subject to these Restrictions, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

ARTICLE I DEFINITIONS

1. "Association" shall mean and refer to the Five Springs Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.
2. "Common Areas" shall mean and refer to any and all real property owned or held by the Association for the common use and enjoyment of all members and all riding trails, streets and roads, greenways and recreational areas and other common areas located within the Development which are maintained by the Association.
3. "Declarant" shall mean and refer to the Declarant herein, Pride Homes, Inc., its successors or designated assigns.
4. "Lot" shall mean and refer to (a) any plot of land identified as a lot at Map Book _____, Page _____, Wilkes County Registry of Deeds, or on any deed or contract of conveyance from the Declarant; and (b) any numbered plot of land shown on a recorded map or survey of Five Springs or any part thereof with the exception of the Common Areas and non-residential areas.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot as herein defined, excluding however, those parties having such interest merely as a security interest for the performance of an obligation.
6. "Development" or "Five Springs" shall mean that land divided into residential lots as described at Map Book __, Page __, Wilkes County Registry, as well as any adjoining tracts which the Declarant should choose to add and subject to these restrictions.
7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. **Existing Property.** The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in Moravian Falls Township, Wilkes County, North Carolina, and is more particularly described at Map Book 10, Page 264-267, Wilkes County Registry.
2. **Additional Property.** The Declarant reserves the absolute right, exercisable in its sole discretion from time to time, to add other lots to Five Springs, and is subject such additional lots to the terms of the Restriction. Such additions shall be made in order to extend the scheme of the Restrictions to other real property that may be developed as part of Five Springs and to bring such additional property within the jurisdiction of the Association, thereby subjecting such additions to assessment for their just share of the Association's expenses. Such additions shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions by reference. The Declarant reserves the right to use any existing roads for the benefit of such additional developments.

2. **Excluded Property.** No property of Declarant shall be subject to these restrictions except that property make subject thereto as herein provided. No property of Declarant shall be subject to any restrictions by implication arising from Declarant imposing these restrictions on the property herein identified.

ARTICLE III COMMON AREA PROPERTY RIGHTS

1. **Private Areas.** Each of the streets in the Development now or hereafter constructed or designated on any record or unrecorded map, is a private street with the exception of Wilkes County SR 2490 Cove Gap Road, and every common area within the Development is a private area, and neither the execution nor recording of any plat nor any other act of the Declarant or Declarant's successor in title to all or any portion of the property is, or is intended to be, or shall be construed as, a dedication to the public of any streets or common areas, except those that hereafter may be dedicated by a specific written and recorded deed or agreement of dedication.
2. **Reservation of Easement.** The Declarant reserves for itself the right to offer to dedicate or transfer any streets or other part of the common area to any public agency, authority or utility if it so desires. The Declarant reserves for itself and for its successors and assigns a non-exclusive easement over each of the streets in the Development now or hereafter constructed or designated on any recorded or unrecorded map. The Declarant reserves the right to use said roads for the development of any adjoining properties which Declarant may own now or in the future. The Declarant also reserves for itself, its successors and assigns, the right to grant and reserve easements and right-of-ways through, under, over and across Five Springs for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cable television and other utilities, except this reservation shall not apply to lots in the Development except in easements within such lots shown on any recorded plat of the Development or any part hereof or as reserved in Section V of Article VII hereof. An offer of dedication places no liability upon any public agency to accept the dedicated streets or other property. The Declarant acknowledges that the streets, other than existing State Roads, within Five Springs Development are not constructed to the State of North Carolina Department of Transportation's minimum standards for subdivision streets. Therefore, the Department will not accept these streets into its secondary roads system. All private street maintenance, including repair and snow removal, will be the responsibility of the Declarant or the Association. The Declarant acknowledges that it is the policy of the Wilkes County Board of Education that school buses will not travel on private streets. Right-of-way through Treadway Ridge Road will be retained by previous owner Carolyn McDowell.
3. **Ownership of Common Areas.** The Declarant may retain the legal title to any common properties, other than streets or roads shown on any recorded plat of the properties, until such time as it has completed improvements, if any, thereon and until such time as in the opinion of the Declarant, the Association is able to maintain the same. Prior to the date of any transfer of maintenance of the streets and roads to the Association, said streets and roads shall be maintained by the Declarant. At the time of transfer of maintenance to the Association said streets and roads shall be common properties and the expense of maintenance shall be borne by the Association. The transfer of maintenance of the streets and roads will be made at any time after 50% of the lots of each phase of the subdivision are sold.

4. **Owner's Easements of Enjoyment.** Every lot owner, including lot or homeowners in adjoining areas developed at a future time, shall have a non-exclusive right-of-way, right to and easement of enjoyment in and to the roads and common area which shall be appurtenant to and shall pass with the title to every lot, subject to the provisions of the Declaration and the Charter and Bylaws of the Association as to the following provisions:

a. The right and easement of enjoyment in and to the roads shall be limited to those roads owned or maintained by the Association.

b. The right to the Association to limit use of the roads and common areas to owners, their families and guests.

c. The right of the Association to suspend the voting rights and other rights of membership by an owner for any period during which any assessment against his lot remains unpaid: and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

d. The right of the Association to grant an easement in, dedicate or transfer all or any part of the roads or common areas to any public agency, authority, or utility for the purposes, subject to such conditions as may be agreed to by the members.

e. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

f. The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage the common area, or any portion thereof, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowners hereunder.

ARTICLE IV

HOMEOWNER'S ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

1. **Administration of Common Areas.** The administration of the roads and common areas, including maintenance, repair, and upkeep of the private streets and provision for security of the property, including the acts required by the Declaration, the Bylaws, and Articles of Incorporation of the Association, shall be performed by the Association. The Association shall be required to maintain those roads as shown on recorded map at Map Book 10, Page 26426, Wilkes County Registry, which serve as access to a lot or common area. Any road which is wholly within a lot, and which does not serve as access to another lot, shall not be maintained by the Association.

2. **Rules and Regulations.** The Association may also adopt and enforce rules and regulations not inconsistent with these Restrictions, the Articles of Incorporation or Bylaws of the Association for the operation and administration of the Association and its property.

3. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Five Springs shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, and shall be transferred automatically when the owner conveys, devises, gives or otherwise transfers his lot, even though such conveyance, devise or gift does not make mention of the membership rights of the Association. Such membership is not intended to apply to those persons or entities who hold an interest in any lot merely as security for the performance

of an obligation to pay money, e.g., mortgages or deeds of trust; however, if such secured party should realize upon his security and become the fee owner of a lot, he and his assigns of the lot will be

subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the development and on members of the Association, including those provisions with respect to payment of annual charges. The Board of Directors may include reasonable rules relating to the proof of ownership of a lot in the Five Springs Homeowners Association, Inc.

4. Voting Rights and Classes of Membership.

a. **Membership.** Every person or entity who is a record owner of a fee simple interest in any lot or dwelling unit is subject by this Declaration to assessment by the Association and shall be a member of the Association; provided, however, that any such person or entity to hold such interest merely as a security for the performance of an obligation shall not be a member.

b. **Voting Rights.** The Association shall have two classes of voting membership:

(1) **Class A:** Class A members shall be all owners of lots and owners of any type or dwelling unit, other than the Declarant. Any Class A member shall be entitled to one vote for each dwelling unit or for each lot which he owns. When more than one person or entity holds an interest in any lot or dwelling unit, all such persons or entities shall be members. The vote for such lot or dwelling unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot, nor shall any vote be fractionalized.

(2) **Class B:** The Class B member shall be the declarant, which shall be entitled to three (3) votes for each lot and three (3) votes for each dwelling unit owned by it.

5. **Authority To Borrow Funds.** The Association shall possess the right, as provided in the Bylaws, to borrow money for the purpose of improving the common areas and to mortgage any portions of the common areas necessary to secure loans for such improvements. Provided, However, that no such borrowing or mortgaging shall be done without a prior vote of approval by two-thirds (2/3) of each Class of members at a meeting duly called for such purpose, in accordance with the Bylaws.

6. **Violation or Delinquency.** During any period in which a member shall be in default in the payment of any annual, special or other assessment levied by the Association, his rights to vote and all other rights and incidents of membership in the Association may be suspended by the Board of Directors until such assessment is paid. A member's voting and use rights may also be suspended for violation of the Association's published rules and regulations; provided, that prior to any suspension for such violation, the Board of Directors (or a committee thereof) shall conduct a hearing regarding the alleged violation after giving the accused member at least ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. At the hearing, the accused member shall have the right to call and question his own witnesses as well as any opposing witnesses. A determination of violation as well as the terms of any suspension shall be made only by a majority vote of the Board.

1. **Specific Enforcement.** The Association also reserves the right to direct its agents and employees to enter upon the lot of any Association member for the purpose of repairing, maintaining or restoring the lot or exteriors of any buildings or improvements thereon, including the removal of unsightly weeds, underbrush, or other items. Provided, however, that the Association may exercise such right only when the lot to be entered has not been maintained in a manner satisfactory to the Declarant or the

Architectural Review Committee established in Article VI, and after approval of such action by two-thirds (2/3) vote of the Association's Board of Directors. No entry may be made under this subsection without first providing the owner of the lot to be entered at least ten (10) days prior written notice requesting him to properly repair or maintain his lot; any entry by the Association for the foregoing purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not constitute a trespass, and the Association shall bear no liability for performing any acts reasonably necessary or appropriate in connection with the execution of these provisions. All costs of such exterior maintenance shall be added to and become part of the annual assessment applicable to such lot or tract, and shall constitute a permanent lien upon such lot until paid. In addition, the lot owner shall be personally liable to the Association for such costs, all as provided in Article V.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

- 1. Creation of Lien and Personal Obligation for Assessments.** The Owner of each lot in Five Springs, by acceptance of a deed therefore, and declarant, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges: and (b) special assessments for capital improvements. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the owner. The annual and special assessments, together with interest, costs and reasonable attorney's fees, as well as any charged imposed under Section 8 of Article IV above, shall be a charge on the land and shall constitute a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall not pass to his successors in title (other than as the continuing lien on the land) unless expressly assumed by such successor.
- 2. Purpose of Assessments.** All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its members. Such purposes may include, but are not limited to: maintenance, landscaping and beautification of the roads and common areas; construction, repair and replacement of improvements upon the roads and common areas; the cost of labor, equipment, materials, management and supervision thereof, provided security to the Development by mechanical gates and/or guards and patrols or other means; the payment of taxes assessed against the roads and common areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the provision of other services intended to promote the health, safety and welfare of the members; and such other needs as may arise.
- 3. Determination of Assessment Amount.** Prior to December 31 of each year the Board of Directors shall prepare a budget for the next calendar year and based upon such budget, the Board shall fix the assessment amount for each class of property owned upon the following basis:

 - a. Each lot upon which is situated a completed, habitable dwelling shall be assessed (1) share; and
 - b. All other lots shall each be assessed on-half (1/2) of one share.
- 4. Payment of Assessments.** All annual and special assessments provided for herein shall commence as to all lots on the first day of the month following the transfer of title to owner. The annual assessment

shall be adjusted according to the number of months remaining in the calendar year. Thereafter, payment of assessments shall be made annually to the Association or its designee, on or before the due date established by the Board; provided, however, that the Board of Directors shall fix the amount of the annual assessment at least thirty (30) days before the due date and written notice of the charge so fixed shall be sent to each member.

5. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of acquisition of and any construction, reconstruction, repair or replacement of a capital improvement upon common areas, including the necessary fixtures and personal property related thereto. Prior to the imposition of any such special assessment, two-thirds (2/3) of each Class of members voting at a meeting called to consider such assessment and at which a quorum was present, must vote their assent to its imposition.

6. Notice and Quorum. Except for a vote to amend the covenants and restrictions contained herein, which vote shall be conducted pursuant to Section 1 of Article VIII below; the notice and quorum required for any actions of the Association authorized by Article IV and V of this Declaration or as otherwise in the Articles of Incorporation, the Bylaws or by law provided, shall be as follows:

a. Written notice of any meeting called for the purpose of taking any action authorized under Articles IV and V of these Restrictions shall be sent to all members not less than ten (10) days not more than sixty (60) days in advance of the meeting.

b. Members may attend and may vote in person or by proxy executed in writing by a member. No proxy shall be valid after eleven (11) months from the date of its execution, or after conveyance by the member of his lot.

c. At any meeting called for the purpose of taking some action by the Association membership the presence in person or by proxy of members entitled to cast 20% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and any number of members attending such subsequent meeting, so long as such number represents at least 10% of all the outstanding votes shall constitute a quorum. No such subsequent meeting shall be held more than six (6) months following the scheduled date of the preceding meeting.

7. Exempt Property. All lots owned by the Declarant and any lot which the Declarant may hereafter designate for common use as part of the common areas and convey to the Association, as well as all lots dedicated to and accepted by a local public authority, shall be exempt from the assessments and charges created herein. In addition, the lien of a mortgage or deed of trust representing a first lien placed upon any lot for the purpose of purchasing the lot or for permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the applicable state laws from the date of recordation, shall be superior to any and all liens provided for herein. The sale or transfer of any lot by foreclosure of any first mortgage or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments due prior to such sale or transfer, provided such transfer shall not have been made for the purpose of defeating the lien.

8. Continuance of Lien.

a. The assessments and charges created herein shall constitute a continuing lien upon all lots in the Subdivision and no owner may waive or in any way reduce his liability for the assessment by non-use of the common areas or abandonment of his lot.

b. In the event that any charge or assessment created in the Declaration remains unpaid by an Association member for thirty (30) days after the due date announced by the Board of Directors, the Association, through its agents and employees, may record with the Wilkes County Clerk of Court a notice of the lien created by this Declaration.

9. Effect of Nonpayment of Assessments: Remedies of the Association. In the event that any assessment or charge created herein remains unpaid for thirty (30) days after the due date announced by the Board of Directors, such unpaid assessment shall bear interest from the date of delinquency, said interest rate to be set by the Board of Directors from time to time, but in no event shall it exceed the maximum interest rate allowed by law. The Association, its agent or representative, may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the lot subject to the unpaid assessment in either case, interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to the extent allowed by law. Any foreclosure conducted pursuant to this section shall comply fully with the North Carolina procedure for judicial foreclosure.

10. Certificate of Payment. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. For the purposes of obtaining a certificate, interested parties should contact the Association at its address.

11. Association dues will begin at \$250.00 and change upon a vote by the Homeowners Association.

ARTICLE VI ARCHITECTURAL REVIEW

1. The Declarant shall have the responsibility of enforcing the requirements set forth in the Article until such time as it passes such responsibility to the Architectural Review Committee (the "Committee") which thereafter, shall assume and be responsible for enforcement. Reference in this Article to the Declarant shall mean the Committee after such time as the responsibility is passed to the Committee. The following provisions regarding architectural review shall apply to each and every lot now or hereafter subject to this Declaration.

2. No construction, reconstruction, remodeling, alteration, or addition to any building, improvement, or structure of any kind, upon any lot in the Development, shall be commenced without the prior written approval of the Declarant of the proposed site location, plans and specifications.

3. There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications for any and all proposed improvement, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping.

4. The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days, approval will not be required and the requirements of the Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting them and the other copy thereof shall be retained by the Declarant for its permanent files. The Declarant shall have the rights to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed \$50.00.

5. At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors shall appoint a standing committee of the Board, to be called the Architectural Review Committee, which shall initially consist of three (3) members to be appointed from among the Association's members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The initial committee shall serve for a term of two (2) years, after which the committeemen shall be appointed by the Association's Board of Directors, pursuant to its Bylaws, and shall serve for a term of one (1) year; provided further that the number of committeemen may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors.

6. After its appointment, the Architectural Review Committee shall establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the Committee. Such written criteria shall be subject to revision or amendment by the Committee at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the Committee in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application.

7. The purpose of the Architectural Review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interest, welfare, and rights of all development property owners. Decisions of the Declarant or Architectural Review committee approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

ARTICLE VII

RESTRICTIONS AND REQUIREMENTS

1. **Residential Use.** No lot shall be occupied or used except for single-family residential purposes, or as common areas if owned by the Association. No structure shall be erected, placed or permitted to remain on any lot other than one detached, single-family residence dwelling and such outbuildings as are usually accessory to a single-family residence dwelling including a private garage or barn facility. This shall not restrict the Association or the Declarant from constructing on any lot, security, maintenance, or other facilities for the benefit of the Development. No obnoxious or offensive activity shall be carried on upon the properties which may be or may become a nuisance or annoyance to the neighborhood.

2. **Size and Placement of Residences and Structures.**

a. No dwelling having more than three (3) above ground stories or having less than 1,200 square feet (with some consideration being given to covered non-heated areas) shall be constructed upon any lot in the development, and the Declarant and its successor Architectural Review Committee, as provided in Article VI, retain the right to withhold approval of plans for any split level, two or three story residence where such a structure is unsuited to the proposed lot's terrain, where the erection of such a structure would block or materially interfere with the primary view or vista or solar access of another lot or would not be in keeping with the general development of surrounding areas.

b. The Declarant and its successor Architectural Review Committee shall have the authority to promulgate regulations pertaining to the height and size requirements of all other types of structures, including but not limited to outbuildings, fences, walls and copings.

c. No above-grade structure (except fences or walls) may be constructed or placed on any lot within:

(1) Forty-five (45) feet from the front line of the lot, which is the center line of road in front of such lot.

(2) Fifteen (15) feet from each lot side line, unless the side line is the center line of a road, in which case forty-five (45) feet is the setback requirement.

(3) Twenty-five (25) feet from the rear line of each lot.

(4) A corner lot shall be deemed to have a front line on each street on which the lot abuts and such lot need only have on rear yard as defined by (3) above.

d. Declarant or its successor Architectural Review Committee in its discretion shall have the right to waive said setback line requirements.

3. Other Requirements.

a. All plumbing fixtures, dishwashers, toilet or sewage disposal systems shall be connected to a septic tank sewage system constructed by the lot owner and approved by the appropriate governmental authority and the Declarant, unless public sewage becomes available in the Subdivision.

b. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

c. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Declarant or the Architectural Review Committee.

d. All structures constructed or placed on any lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such lot, without approval of the Declarant or its successor Architectural Review Committee.

e. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Declarant or Architectural Review Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, except for common receptacles provided by or with the approval of the Declarant or Architectural Review Committee.

f. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

n. It shall be the duty of each owner to maintain his or her lot, together with the exterior of all improvements located therein, in a neat and attractive condition. Such maintenance shall

include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, and other exterior improvements. In the event an owner shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Review Committee, the Association retains the right to enter upon such premises for the purpose of effecting needed maintenance and repairs as provided in Article IV, Section 7 herein.

- k. Exterior of homes must be concrete plank, shingle or stone or some combination thereof.
- k. No satellite dishes larger than 24" in diameter and they may not be seen from the street or front of homes.

4. Prohibitions.

- a. No mobile homes shall be permitted on any lot.
- b. No privies or outside toilets shall be constructed or maintained on any lot.
- c. No temporary house, trailer, garage, storage shed or other outbuilding shall be placed or erected on any lot, provided, however, that the Declarant or Architectural Review Committee may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- d. No permanent outdoor lights or permanent light sensitive lights shall be permitted on any lot, if said light or the light from said light is visible from any other lot.
- e. No sign (including but not limited to "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Declarant or Architectural Review Committee.
- f. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- g. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street.
- h. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained by the Declarant or Architectural Review Committee.
- i. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- j. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- k. No on street vehicular parking shall be permitted except as permitted by and under regulation issued by Declarant or the Architectural Review Committee.
- l. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the Declarant, except trees required to be removed for construction of the approved residence or appurtenant structures.
- m. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the Development. In the event that the owner of any lot permits trash to collect on the same and on request fails to remove the trash within thirty (30) days, agents of Declarant or Architectural Review Committee may enter upon the said lot to remove the trash, without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot, provided, however, that such expense will not exceed \$100.00. This provision shall not be construed as an obligation on the part of the Declarant

or Architectural Review Committee to provide trash removal service. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

t. There shall be no access through perimeter lots to the Interior of the Development.

o. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Declarant or Architectural Review Committee; however, the Declarant hereby expressly reserved to itself, its successors or assigns, the right to replat any lots shown on the plat of any of said development or part thereof owned by it in order to create a modified lot or lots, or other parcels, without permission or joinder of any lot owner whose lot lines are not affected by such replatting. The restrictions and covenants herein apply to any lots resulting therefrom as if the resulting lot or lots had been originally platted in such manner. All further subdivision or replatting shall be subject to provisions of the Subdivision Regulations of Wilkes County, North Carolina.

5. Easements.

a. All of the properties, including lots and common areas, shall be subject to such easements for driveways, walkways, trails, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines and other public utilities as shall be established by the Declarant or by his successors in title and the Association shall have the power and authority to grant and establish upon, over, under and across the common area conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the properties.

b. It is contemplated that as Five Springs is developed the Declarant will create pedestrian access easements which will provide for members convenient means of ingress and egress to and from the common areas. Such easements shall be for pedestrian traffic only and no vehicles shall be permitted to use such easement, except for bicycles or horses.

c. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or right-of-way:

(1) An easement over each lot within the road right-of-way and a fifteen (15) foot strip along the rear and side lines for the purpose of installing, operating and maintaining utility lines and mains and surface water drainage ditches or lines;

(2) The right to trim, cut and remove any trees and brush and to locate guy wires and braces within the road rights-of-way, and front, rear and side line setback areas for the installation, operation, maintenance, together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners; and

(3) The right to withdraw water from any river, stream, creek or other above ground water source for the benefit of a property owner whom the Declarant has determined is unable to obtain a sufficient quantity of potable water at reasonable expense within his lot. The method and location of such water withdrawal devices shall be subject to Declarant's approval.

d. The Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

e. Declarant reserves unto itself, its successors and assigns, and for the benefit of all lot owners in the development, the street and road rights-of-way shown on the plats now or hereafter recorded of the development for purposes of ingress and egress, for maintenance of utility lines and mains and for drainage, and no lot owner may interfere with such rights-of-way or such uses therein.

f. On each lot, the rights-of-way and easement areas reserved by the Declarant shall be maintained continuously by the Association but no structures, plantings or other material shall be placed

or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of the road, or utilities, which may change the direction or flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or interfere with established slope ratios or create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, provided such relation does not cause an encroachment on any other lot in the development. Improvements within such areas shall also be maintained by the respective lot owner at the lot owner's expense, provided that the plans for relocation are submitted to the Declarant or Architectural Review Committee and approved in writing. Streets will be maintained by the Declarant until fifty percent (50%) of the lots are sold.

ARTICLE VIII GENERAL PROVISIONS

1. **Enforcement.** The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **Term.** These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until May 1, 2031. By accepting a deed to a lot subject to these Restrictions, the lot owners agree that after May 1, 2031, these restrictions shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the members holding more than fifty percent (50%) of the voting rights in the Association has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time after 50% of the lots of each phase of the subdivision are sold, these Restrictions may be amended by the vote of two-thirds (2/3) of each Class of members of the Association to make variations in the Restrictions but not to make changes that would annul any material rights of owners provided herein.
3. **Mutuality of Benefit and Obligation.** The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the development and are intended to create mutual, equitable servitudes upon each lot in favor of each and all of the other lots therein; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and to the Association, and shall, as to the owner of each lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the development and their respective owners. Declarant, so long as it shall own a lot or any common area in its won name, any lot owner or the Association shall have the right to enforce these Restrictions.
4. **Motor Vehicle Speed Limits.**
 - a. Speed limits for streets and the rules governing the use of common areas within the development shall be as promulgated from time to time by the Association, his successors and assigns. Appropriate postings of these speed limits are to be made. The Association shall have the power to assess fines fro the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association pursuant to Article V of these Restrictions.
 - b. No motorized vehicle, including motorcycles, motorbikes, etc., except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

c. All roads will be graveled unless The Association chooses other surfacing at a later date. Driveways may be gravel, pavement or concrete.

5. **Severability.** Every part of these Restrictions are hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

6. **Captions.** The captions preceding the various paragraphs and subparagraphs of the Restrictions are for convenience or reference only, and none of them shall be used as an aid to construction of any; provision of these Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean and apply to the feminine or to the neuter.

7. **Right of Declarant or Association to Amend to Achieve Tax-Exempt Status.** The Declarant, for so long as it shall retain control of the Association, and thereafter, the Board of Directors of the Association, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any owner, in order to qualify the Association or the properties or any portion thereof, for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Wilkes County Registry.

ARTICLE IX RIGHT OF REPURCHASE

Declarant reserves unto itself, its successors and assigns, the right of first refusal to purchase lots in Five Springs Development. Prior to the sale of any lot in the Development, the owner thereof shall notify Declarant in writing setting forth the price and terms of sale, and the name and address of the purchaser. Such notification shall be made by certified mail, return receipt requested, and shall constitute an offer to sell said property to Declarant for the price and on the terms set forth therein. Declarant shall have twenty (20) days after receipt of said notice to accept the offer. Notice of acceptance shall be made by certified mail, return receipt requested, and shall be deemed made when deposited in the United States mails. If Declarant fails to accept the offer within said time period, the owner shall be free to sell the property to the identified purchaser at the price and under the terms set forth in the notice to Declarant. If the sale does not close within six (6) months after expiration of ;the twenty (20) day offer to Declarant, the procedure set forth herein must be reinstituted. This first refusal right shall not apply to any conveyance resulting from the foreclosed of a deed of trust, security agreement or other lien; by operation of law or by devise upon the death of any owner, or to a bona fide gift; provided that, the grantee of said property shall hold said property subject to the right of first refusal herein set out. This right shall continue and exist as long as Declarant shall, at the request of any owner, acknowledge in writing to any person having an interest, that it has waived, or has been deemed to have waived, the right and option herein reserved, if that be the case.

1009
0292
017

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed in its company name by its duly authorized President, and its seal to be hereunto affixed, this the 26 day of May, 2006.

PRIDE HOMES, INC.

BY: Tom Lawley

Tom Lawley, President

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Loretta M. Wingate, a Notary Public of the state and county aforesaid, certify that Tom Lawley personally appeared before me this day and acknowledged that he is the President of Pride Homes, Inc. and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal this 26 day of May, 2006.

[NOTARY SEAL]

Loretta M. Wingate
Notary Public
My Commission Expires: 2-26-2011

FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS

FILED Dec 30, 2008
AT 04:21:42 pm
BOOK 01084
PAGE 0278
INSTRUMENT # 10892

NORTH CAROLINA

RIGHT-OF-WAY-EASEMENT

WILKES COUNTY

Prepared by and Return to Jennifer B. Lewis, PLLC, 108 South Street, Wilkesboro, NC 28697

THIS RIGHT-OF-WAY-EASEMENT made and entered into as of this 18th day of September, 2008, by and between Carolyn M. McDowell, (Bk 474 Pg 1587 Alexander County Registry) and Pride Homes, Inc. (Bk 1078 Pg 62, Wilkes County Registry and Bk 524 Pg 469 Alexander County Registry), hereinafter referred to as GRANTOR S and Richard Neher and wife, Nancy Neher (Bk 497, Pg 1645 Alexander County Registry) hereinafter referred to as GRANTEEES.

WITNESSETH:

WHEREAS, Grantors/Grantees are the owners of their respective tracts of land noted above with each Grantor/Grantee herein; and

WHEREAS Grantees currently have an easement to access their property along SR 2490 Cove Gap Road which is hereby acknowledged by the Grantors herein and the Grantees desire a secondary means of access to said property; and

WHEREAS Grantee agrees to pay the association dues just as the owners of the Five Springs Lots pay association dues for the purpose of maintaining the right of way; and

WHEREAS, the purpose of this Right-of-Way Easement is to set forth and memorialize on the records of Wilkes County Public Registry a non-exclusive Fifty (50') foot right-of-way accessing the Grantee's tract of land, but subject to the Grantor's retained right of use of the same and to clarify and establish permanently the rights of Grantee of ingress, egress, and access over and along said property in perpetuity as herein set forth, but only for the exclusive use and benefit of Grantee and its assigns, successors and transferees in ownership of all or any part of the Grantee's property currently owned.

NOW, THEREFORE, for and in consideration of the premises and the further consideration of One Dollar (\$1.00) in hand paid the receipt of which is hereby acknowledged, Grantor has given, granted, borrowed, sold and conveyed and by these presents does give, grant, bargain, sell, convey, and confirm unto the Grantee, their heirs, successors and assigns forever a perpetual non-exclusive right and easement of ingress, egress and regress over, above and along Grantor's property, but subject to Grantor's retained right of use as hereafter provided, which is all of that property as more fully set forth and described as follows:

SEE EXHIBIT A, INCORPORATED BY REFERENCE

Grantor retains all rights of access, ingress, egress, and regress for himself, his successors, assigns and transferees in title as to property above described and Grantee by accepting this Right-of-Way Easement agrees that they will not do, suffer or permit any activity which interferes with Grantor's retained rights.

The rights herein granted shall be limited to Grantee and their successors in title in ownership of fee interest in any part of the property of Grantee heretofore described, it being intended that any subsequent owners of any part of Grantee's property will have and succeed to the rights and easements herein granted to Grantees; but such rights and easements herein granted shall not extend to rights of any other to the use of this easement whether such others own



property adjacent to the easement herein granted or own property adjacent to Grantee's property and obtain or have access easement over Grantee's property, without the prior written consent of Grantor.

The granting of this easement and recording of same shall in no way be construed as dedication of this private drive to the rights of the public. The right hereby granted to Grantee shall not include the right of Grantee to grant driveway easements or access right-of-way for the benefit of others whose property is not a part of the property of Grantee heretofore described.

TO HAVE AND TO HOLD all the rights and easements herein granted to Grantee, their heirs and assigns forever, it being agreed that the rights and easements herein granted are appurtenant to and run with lands of Grantee and are to inure to the benefit and be binding upon the parties hereto and their heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written

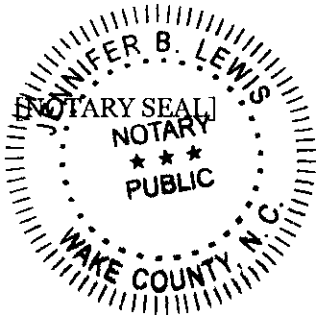
Carolyn M. McDowell
Carolyn M. McDowell

Tom Lawley
Tom Lawley, President of Pride Homes, Inc.

STATE OF North Carolina
COUNTY OF Wilkes

I, Jennifer B. Lewis, a Notary Public of the state and county Wake aforesaid, certify that Carolyn M. McDowell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 18th day of September, 2008.

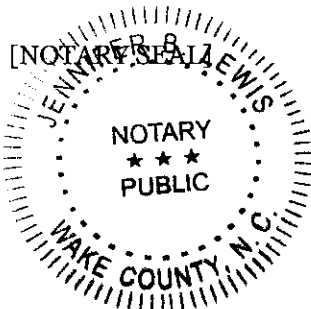


Jennifer B. Lewis
Notary Public
My Commission Expires: 5/19/09

STATE OF NORTH CAROLINA
COUNTY OF Wilkes

I, Jennifer B. Lewis, a Notary Public of the state and county Wake aforesaid, certify that Tom Lawley personally appeared before me this day and acknowledged that he is the President of Pride Homes, Inc. a North Carolina Corporation and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal this 18th day of September, 2008.



Jennifer B. Lewis
Notary Public
My Commission Expires: 5/19/09

IN WITNESS WHEREOF, Grantees have hereunto set his hand and seal the day and year first above written.

Richard Neher

Richard Neher

Nancy Neher

Nancy Neher

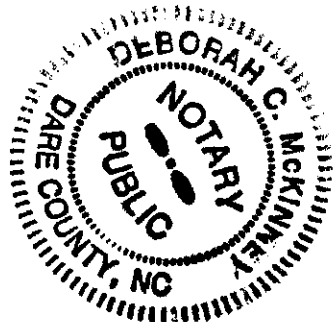
STATE OF North Carolina

COUNTY OF Dare

I, Deborah C. McKinney, a Notary Public of the state and county aforesaid, certify that Richard Neher and Nancy Neher personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 14th day of October, 2008.

[NOTARY SEAL]



Deborah C. McKinney

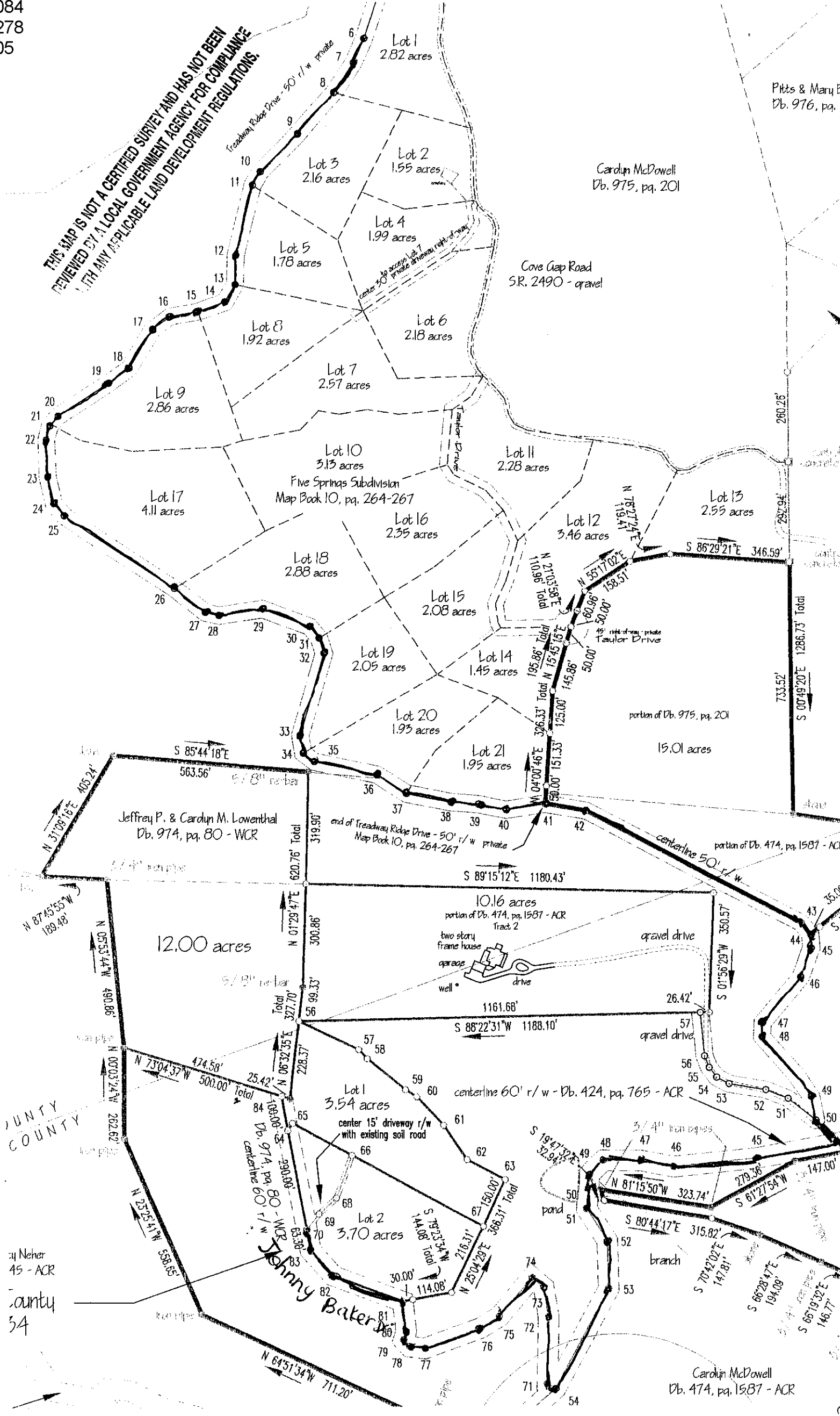
Notary Public

My Commission Expires: 3/21/2010

EXHIBIT A

A FIFTY (50) foot right of way along Treadway Ridge Drive beginning at marker #1 on the survey prepared by Russell N. Vogel dated September 9, 2005 (a portion of which is included for clarification purposes) and continuing to marker # 50 on said survey. The new right of way then goes in a southeasterly direction along the existing dirt road between Treadway Ridge Drive marker # 50 and Marker #44 of Johnny Baker Drive. The right of way then continues from marker #44 of Johnny Baker Drive to marker #54 and thence from marker #71 to marker #83 and on to marker # 70 which is a portion of the Grantees' existing right of way.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



Pitts & Mary Ew.
Db. 976, pg. 2

Carolyn McDowell
Db. 975, pg. 201

Cove Gap Road
SR. 2490 - gravel

Five Springs Subdivision
Map Book 10, pg. 264-267

Jeffrey P. & Carolyn M. Lowenthal
Db. 974, pg. 80 - WCR

10.16 acres
portion of Db. 474, pg. 1587 - ACR
Tract 2

COUNTY
COUNTY

Neher
45 - ACR
County
34

Carolyn McDowell
Db. 474, pg. 1587 - ACR

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by _____ ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.(a) "Seller": **Five Springs LLC**

(b) "Buyer": _____

(c) "Property": Street Address: **Offering #1 Cove Gap Rd**
 City: **Moravian Falls** Zip: **28697** County: **Wilkes**, NC
 Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 Plat Book/Slide _____ at Page(s) _____ PIN/PID: _____
 Other description: **Parcel IDs: 1102761, 1102765, 1102766, 1102767, and 1102768; +/- 10.52 ac**
 Some or all of the Property may be described in Deed Book _____ at Page _____
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
 The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ **ADDITIONAL PARCELS.** If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, 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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) "Purchase Price": \$ _____ paid in U.S. Dollars upon the following terms:

\$ **5,000.00** EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☒ official bank check
☐ wire transfer ☐ electronic transfer

\$ _____ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to **Attorney of Purchaser's Choice** ("Escrow Agent") either ☒ on the Effective Date or ☐ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or 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.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) "Closing Date" (See paragraph 8 for details): **August 15, 2025**

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST 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.



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.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:

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:

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing:

4. RESTRICTIVE COVENANTS: Prior to signing this 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 Contract and include it as an addendum hereto.

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 08/15/2025 (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 As Purchaser Requests. 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): _____.

(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)

☒ **Form 610 Buyer's Premium**

☐ _____
☐ _____

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

Owners' association website address, if any: _____

☐ (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:** _____

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]

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 ("Effective Date"). 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)

Date: _____

_____(SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Five Springs LLC

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: Attorney of Purchaser's Choice

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: Sharon Roseman Real Estate License #: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828)632-2446 Fax #: _____ Email: sharoncroseman@gmail.com

Firm Name: Big6 Properties and Blue Ridge Land & Auction
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

PO BOX 99

Firm Mailing Address: Taylorsville, NC 28681

NCAL Firm License #: c31790

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matt Gallimore NCAL License #: 10250

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by _____ (“Firm”), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the “Contract”).

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.(a) “Seller”: **Five Springs LLC**

(b) “Buyer”:

(c) “Property”: Street Address: **Offering #2 Cove Gap Rd**
 City: **Moravian Falls** Zip: **28697** County: **Wilkes**, NC
 Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 Plat Book/Slide _____ at Page(s) _____ PIN/PID: _____
 Other description: **Parcel IDs: 1102770, 1102773, 1102774, 1102775, 1102778, and 1102779; +/- 11.97 ac**
 Some or all of the Property may be described in Deed Book _____ at Page _____
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
 The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ **ADDITIONAL PARCELS.** If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, 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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) “Purchase Price”: \$ _____ paid in U.S. Dollars upon the following terms:

\$ **5,000.00** EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☒ official bank check
☐ wire transfer ☐ electronic transfer

\$ _____ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to **Attorney of Purchaser's Choice** (“Escrow Agent”) either ☒ on the Effective Date or ☐ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or 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.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) “Closing Date” (See paragraph 8 for details): **August 15, 2025**

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST 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.



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.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:

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:

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing:

4. RESTRICTIVE COVENANTS: Prior to signing this 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 Contract and include it as an addendum hereto.

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 08/15/2025 (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 As Purchaser Requests. 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): _____.

(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)

☒ **Form 610 Buyer's Premium**

☐ _____
☐ _____

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

Owners' association website address, if any: _____

☐ (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:** _____

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]

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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 ("Effective Date"). 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)

Date: _____

_____(SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Five Springs LLC

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: Attorney of Purchaser's Choice

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: Sharon Roseman Real Estate License #: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828)632-2446 Fax #: _____ Email: sharoncroseman@gmail.com

Firm Name: Big6 Properties and Blue Ridge Land & Auction
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

PO BOX 99

Firm Mailing Address: Taylorsville, NC 28681

NCAL Firm License #: c31790

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matt Gallimore NCAL License #: 10250

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by _____ (“Firm”), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the “Contract”).

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.(a) “Seller”: **Five Springs LLC**

(b) “Buyer”:

(c) “Property”: Street Address: **Offering #3 Treadway Ridge Rd**
 City: **Moravian Falls** Zip: **28697** County: **Wilkes**, NC
 Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 Plat Book/Slide _____ at Page(s) _____ PIN/PID: _____
 Other description: **Parcel IDs: 1102780, 1102816, and 1102782; +/- 12.9 ac**
 Some or all of the Property may be described in Deed Book _____ at Page _____
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
 The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ **ADDITIONAL PARCELS.** If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, 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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) “Purchase Price”: \$ _____ paid in U.S. Dollars upon the following terms:

\$ **5,000.00** EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☒ official bank check
☐ wire transfer ☐ electronic transfer

\$ _____ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to **Attorney of Purchaser's Choice** (“Escrow Agent”) either ☒ on the Effective Date or ☐ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or 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.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) “Closing Date” (See paragraph 8 for details): **August 15, 2025**

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST 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.



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.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:

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:

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing:

4. RESTRICTIVE COVENANTS: Prior to signing this 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 Contract and include it as an addendum hereto.

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 08/15/2025 (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 As Purchaser Requests. 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): _____.

(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)

☒ **Form 610 Buyer's Premium**

☐ _____
☐ _____

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

Owners' association website address, if any: _____

☐ (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:** _____

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]

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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 ("Effective Date"). 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)

Date: _____

_____(SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Five Springs LLC

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: Attorney of Purchaser's Choice

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: Sharon Roseman Real Estate License #: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828)632-2446 Fax #: _____ Email: sharoncroseman@gmail.com

Firm Name: Big6 Properties and Blue Ridge Land & Auction
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

PO BOX 99

Firm Mailing Address: Taylorsville, NC 28681

NCAL Firm License #: c31790

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matt Gallimore NCAL License #: 10250



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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

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: **14 Lots on Treadway Ridge Rd, Moravian Falls, NC 28697**

Owner's Name(s): **Five Springs LLC**

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: Five Springs LLC Date _____

Owner Signature: Michael Anthony Miano Date **05/09/2025**

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

VACANT LAND DISCLOSURE STATEMENT

Note: Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: Cove Gap Rd, Moravian Falls, NC 28654

Buyer: _____

Seller: Five Springs, LLC

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

A. Physical Aspects

Yes

No

NR

- | | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 1. Non-dwelling structures on the Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, please describe: _____ | | | |
| 2. Current or past soil evaluation test (agricultural, septic, or otherwise)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Caves, mineshafts, tunnels, fissures or open or abandoned wells | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Erosion, sliding, soil settlement/expansion, fill or earth movement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Communication, power, or utility lines..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Pipelines (natural gas, petroleum, other)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill operations or junk storage | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Previous <input type="checkbox"/> Current <input type="checkbox"/> Planned <input type="checkbox"/> Legal <input type="checkbox"/> Illegal | | | |
| 8. Drainage, grade issues, flooding, or conditions conducive to flooding | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Gravesites, pet cemeteries, or animal burial pits..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Rivers, lakes, ponds, creeks, streams, dams, or springs..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Well(s)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Potable <input type="checkbox"/> Non-potable Water Quality Test? <input type="checkbox"/> yes <input type="checkbox"/> no | | | |
| depth _____; shared (y/n) _____; year installed _____; gal/min _____ | | | |
| 12. Septic System(s)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes: Number of bedrooms on permit(s) _____ | | | |
| Permit(s) available? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NR | | | |
| Lift station(s)/Grinder(s) on Property? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NR | | | |
| Septic Onsite? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> Details: _____ | | | |
| Tank capacity _____ | | | |
| Repairs made (describe): _____ | | | |
| Tank(s) last cleaned: _____ | | | |
| If no: Permit(s) in process? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> NR | | | |
| Soil Evaluation Complete? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> NR | | | |
| Other Septic Details: _____ | | | |



Yes

No

NR

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... ☐ ☒ ☐
 If yes, please describe: _____

B. Legal/Land Use Aspects

1. Current or past title insurance policy or title search..... ☒ ☐ ☐
 2. Copy of deed(s) for property..... ☐ ☒ ☐
 3. Government administered programs or allotments ☐ ☒ ☐
 4. Rollback or other tax deferral recaptures upon sale..... ☐ ☒ ☐
 5. Litigation or estate proceeding affecting ownership or boundaries ☐ ☒ ☐
 6. Notices from governmental or quasi-governmental authorities related to the property.... ☐ ☒ ☐
 7. Private use restrictions or conditions, protective covenants, or HOA..... ☒ ☐ ☐
 If yes, please describe: Not active, can be dissolved
 8. Recent work by persons entitled to file lien claims ☐ ☒ ☐
 If yes, have all such persons been paid in full ☐ ☒ ☐
 If not paid in full, provide lien agent name and project number: _____
 9. Jurisdictional government land use authority:
 County: _____ City: _____
 10. Current zoning: _____
 11. Fees or leases for use of any system or item on property ☐ ☒ ☐
 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... ☐ ☒ ☐
 13. Access (legal and physical) other than by direct frontage on a public road
 Access via easement..... ☐ ☒ ☐
 Access via private road ☐ ☒ ☐
 If yes, is there a private road maintenance agreement? ☐ yes ☐ no
 14. Solar panel(s), windmill(s), cell tower(s)..... ☐ ☒ ☐
 If yes, please describe: _____

C. Survey/Boundary Aspects

1. Current or past survey/plat or topographic drawing available ☐ ☒ ☐
 2. Approximate acreage: _____
 3. Wooded Acreage _____; Cleared Acreage _____
 4. Encroachments ☐ ☒ ☐
 5. Public or private use paths or roadways rights of way/easement(s)..... ☐ ☒ ☐
 Financial or maintenance obligations related to same ☐ ☒ ☐
 6. Communication, power, or other utility rights of way/easements ☐ ☒ ☐
 7. Railroad or other transportation rights of way/easements..... ☐ ☒ ☐
 8. Conservation easement ☐ ☒ ☐
 9. Property Setbacks..... ☐ ☒ ☐
 If yes, describe: _____
 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... ☐ ☒ ☐
 11. Septic Easements and Repair Fields ☐ ☒ ☐
 12. Any Proposed Easements Affecting Property..... ☐ ☒ ☐
 13. Beach Access Easement, Boat Access Easement, Docking Permitted ☐ ☒ ☐
 If yes, please describe: _____

D. Agricultural, Timber, Mineral Aspects

Yes	No	NR
-----	----	----

1. Agricultural Status (e.g., forestry deferral) ☐ ☒ ☐
2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.) ☐ ☒ ☐
If yes, describe in detail: _____
3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.) ☐ ☒ ☐
If yes, describe in detail: _____
4. Farming on Property: ☐ owner or ☐ tenant ☐ ☒ ☐
5. Presence of vegetative disease or insect infestation ☐ ☒ ☐
6. Timber cruises or other timber related reports ☐ ☒ ☐
7. Timber harvest within past 25 years ☐ ☒ ☐
If yes, monitored by Registered Forester? ☐ ☒ ☐
If replanted, what species: _____ ☐ ☒ ☐
Years planted: _____
8. Harvest impact (other than timber) ☐ ☒ ☐
If yes, describe in detail: _____

E. Environmental Aspects

1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s) ☐ ☒ ☐
2. Underground or above ground storage tanks ☐ ☒ ☐
If yes, describe in detail: _____
3. Abandoned or junk motor vehicles or equipment of any kind ☐ ☒ ☐
4. Past illegal uses of property (e.g., methamphetamine manufacture or use) ☐ ☒ ☐
5. Federal or State listed or protected species present ☐ ☒ ☐
If yes, describe plants and/or animals: _____
6. Government sponsored clean-up of the property ☐ ☒ ☐
7. Groundwater, surface water, or well water contamination ☐ Current ☐ Previous ☐ ☒ ☐
8. Previous commercial or industrial uses ☐ ☒ ☐
9. Wetlands, streams, or other water features ☐ ☒ ☐
Permits or certifications related to Wetlands ☐ ☒ ☐
Conservation/stream restoration ☐ ☒ ☐
10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.) ☐ ☒ ☐
If yes, describe in detail: _____
11. The use or presence on the property, either stored or buried, above or below ground, of:
 - i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material ☐ ☒ ☐
If yes, describe in detail: _____
 - ii. Other fuel/chemical ☐ ☒ ☐
 - iii. Paint ☐ Lead based paint ☐ Other paint/solvents ☐ ☒ ☐
 - iv. Agricultural chemical storage ☐ ☒ ☐

F. Utilities

Check all currently available on the Property and indicate the provider.

- ☐ Water (describe): _____
- ☐ Sewer (describe): _____
- ☐ Gas (describe): _____
- ☐ Electricity (describe): _____
- ☐ Cable (describe): _____

- ☐ High Speed Internet (describe): _____
- ☐ Fiber Optic (describe): _____
- ☐ Telephone (describe): _____
- ☐ Private well (describe): _____
- ☐ Shared private well or community well (describe): _____
- ☐ Hauled water (describe): _____
- ☐ Other (describe): _____

Explanation Sheet for Vacant Land Disclosure Statement	
Instructions: Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.	
Attach additional sheets as necessary	

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: _____

Name: _____

Title: _____

Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: Michael Anthony Miano
Michael Anthony Miano

Name: _____

Title: Member / Manage

Date: 05/09/2025



Working With Real Estate Agents Disclosure (For Buyers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this buyer.

_____ **Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

_____ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.*

_____ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.*

*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.

___**X**___ **Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

Note to Buyer: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Buyer's Signature

Buyer's Signature

Date

Sharon Roseman
Agent's Name

229274
Agent's License No.

Big6 Properties
Firm Name

REC. 4.27 • 1/1/2022

COOPERATING COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Five Springs LLC
 "Buyer": _____
 "Property": 14 Lots on Treadway Ridge Rd, Moravian Falls, NC 28697

- FEE:** (Check Only One) ☒ Seller or ☐ Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: ☐ _____ % of the gross sales price; ☐ A flat fee of \$ _____; or, ☒ Other: **2% of the Gavel/High Bid Price at Auction**.
- PAYMENT:** The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.
- TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or April 30, 2025, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.
- MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Listing Firm: Big6 Properties and Blue Ridge Land & Auction Agent Name (Print): Sharon Roseman Matthew Gallimore By: <u>Sharon C. Roseman</u> <u>Matthew Gallimore</u> (Agent Signature) Date: <u>05/08/2025</u> <u>05/09/2025</u>	Selling Firm: _____ Agent Name (Print): _____ By: _____ (Agent Signature) Date: _____
Seller: _____ (Signature) Five Springs LLC Date: _____ Seller: _____ (Signature) Date: _____ Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: <u>Michael Anthony Miano</u> Name (Print): Michael Anthony Miano Title: Member/Manager Date: <u>05/09/2025</u>	Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Date: _____ Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____



REALTOR®

North Carolina Association of REALTORS®, Inc.

 United Country Blue Ridge Land, 102 S. Locust Street Floyd VA 24091
 Matt Gallimore

Page 1 of 1



Phone: 5407452005

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

STANDARD FORM 220

Revised 10/2024

© 10/2024

Five Springs LLC

Fax: 5407454401

www.lwolf.com

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between Big6 Properties/Blue Ridge Land & Auction, Firm,
and _____, Bidder,
entered into this 1st day of July, 2025, pursuant to the laws of the State of North Carolina, is based upon
the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property:
Cove Gap Rd., and Treadway Ridge Rd, Moravian Falls, NC 28697
("Property").

1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of 10% upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

(initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

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.

Bidder

Date

Bidder

Date

Entity Bidder:

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

By: _____

Date: _____

Name: _____

Title: _____

Big6 Properties/Blue Ridge Land & Auction
Firm

By: _____

Date: _____

Sharon Roseman