



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 – Jennifer A Koon and Martin D Koon

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

AUCTION DATE – Thursday, October 24th, 2024 at 4 PM

*** Bids at 4 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Lot 19 and a portion of Lot 18 of The Greens at Oakwood Subdivision; Plat Book 8, Page 418; PIN #3866-55-9765; Deed Book 830, Page 185; Consisting of +/-1.6 ac
Address: 128 S Oakwoods Trce, Wilkesboro, NC 28697

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 24th, 2024 at 4 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 Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 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 and Auction** 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 **\$50,000** non-refundable deposit 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 **Monday, December 9th, 2024**. 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 VA 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 VA 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

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



Auction Services

Aerial



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

Contour

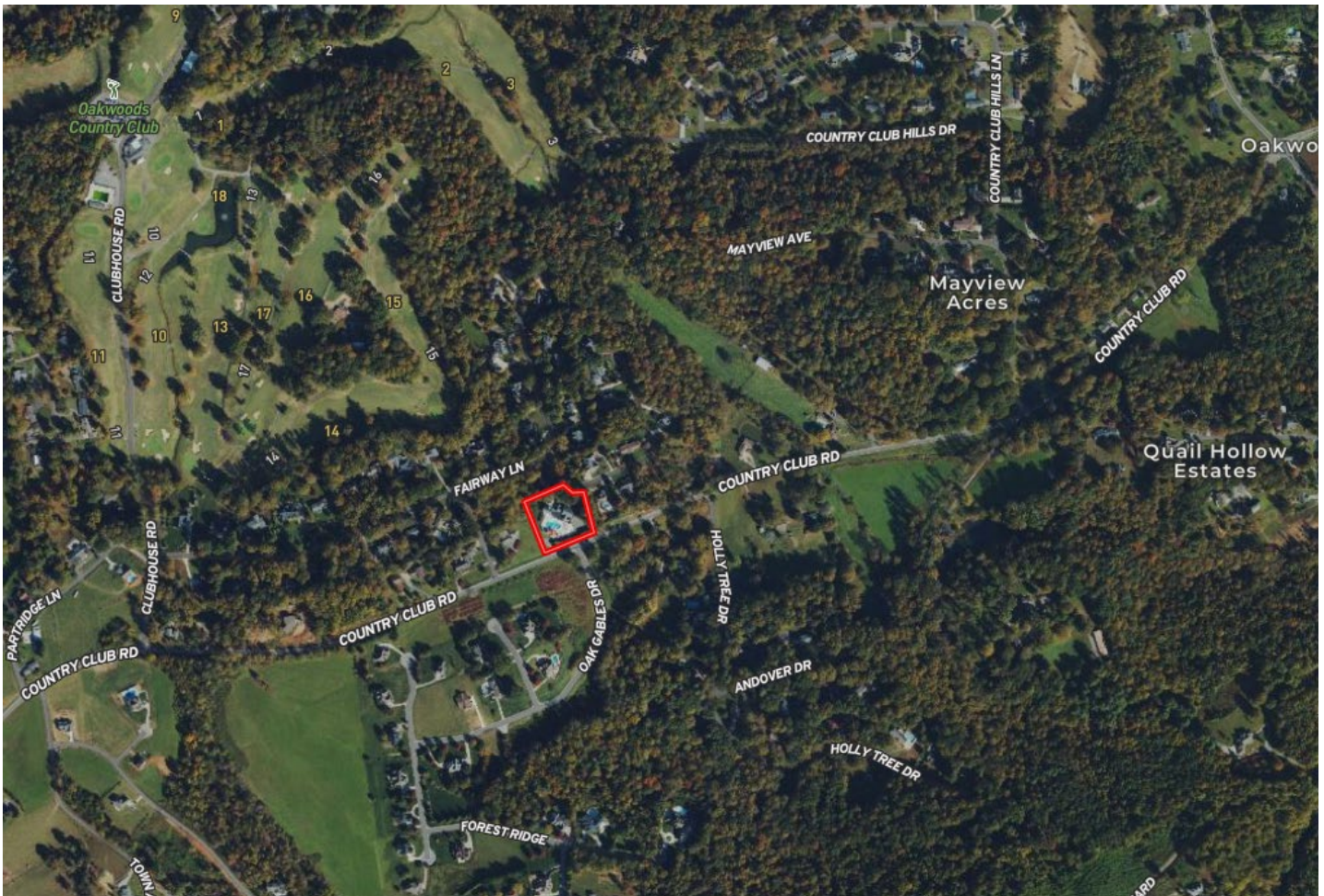


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

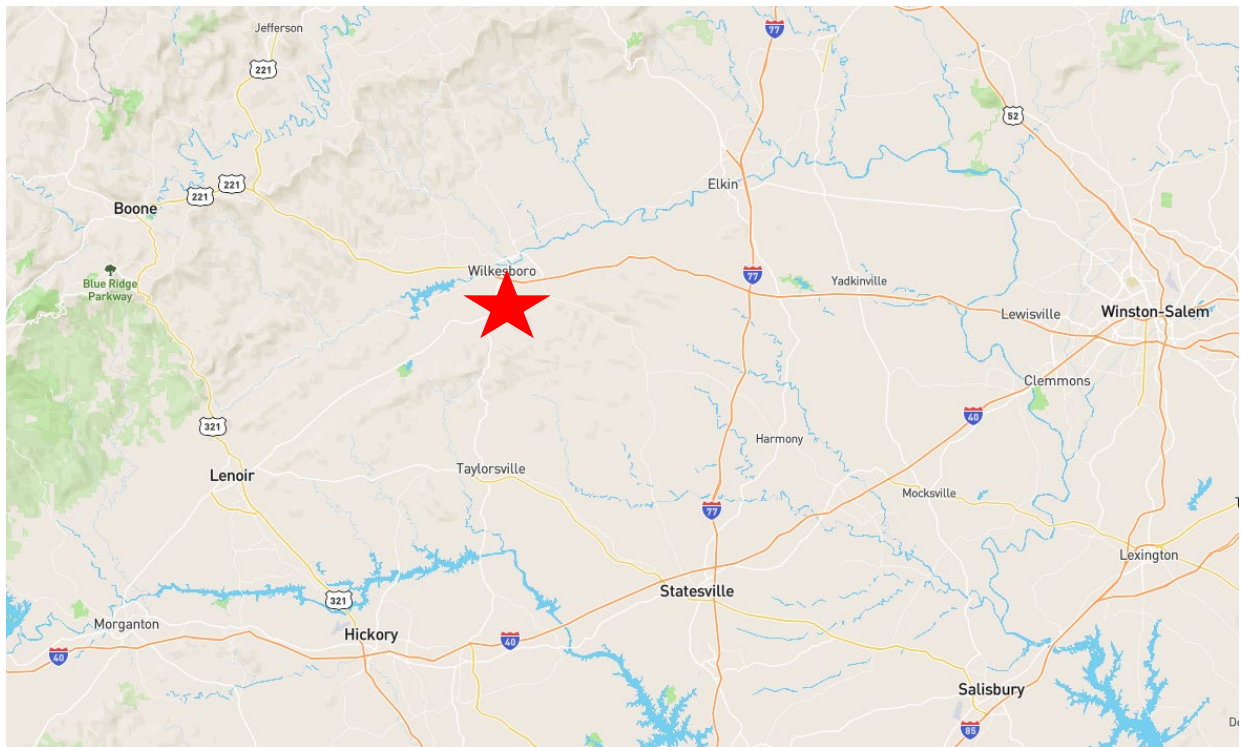
128 S Oakwoods Trce,
Wilkesboro, NC, 28697





Location

128 S Oakwoods Trce,
Wilkesboro, NC, 28697

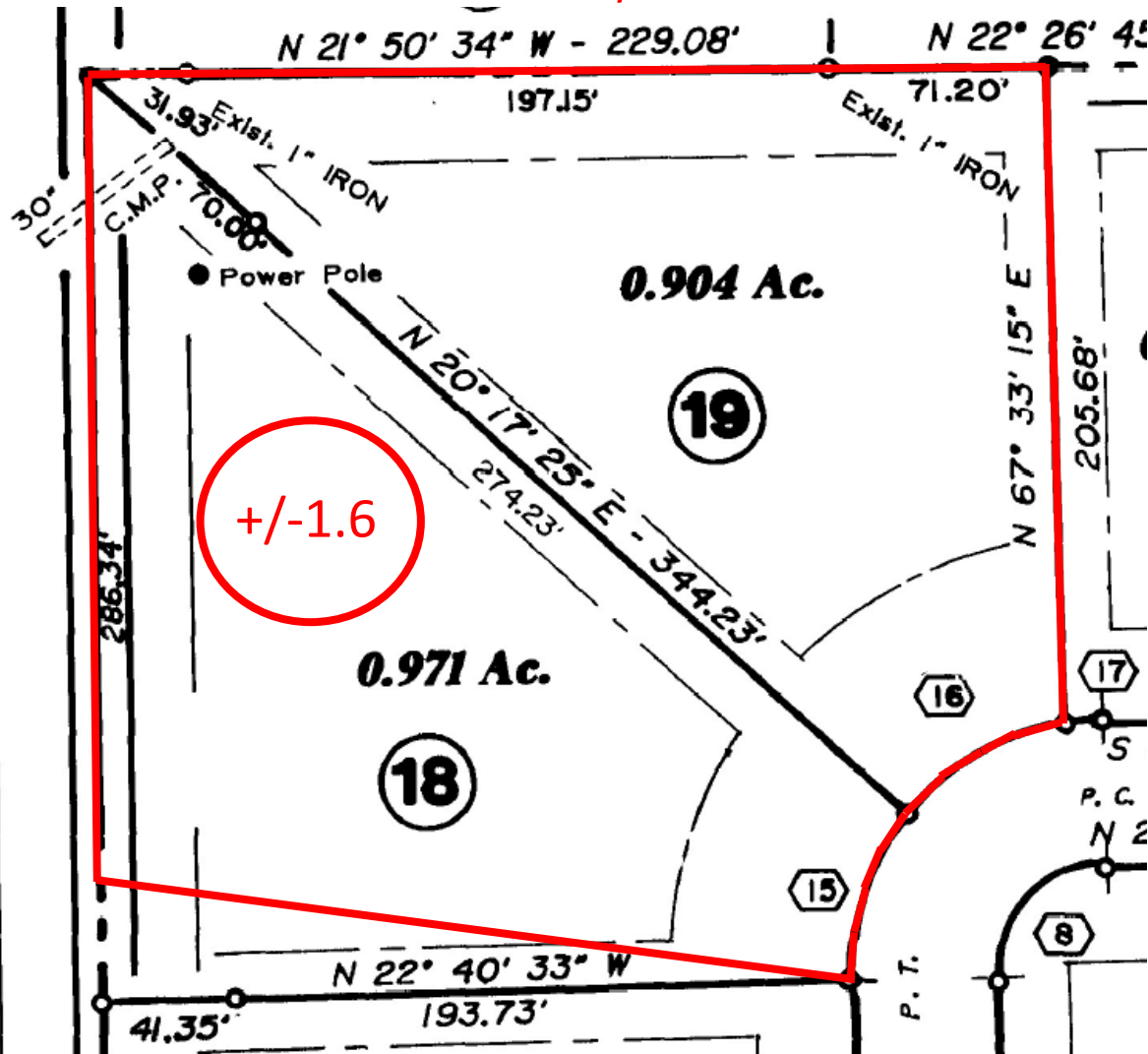


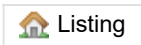


Auction Services

Survey

Refer to County GIS Map.
Approximate acreage is
+/-1.6 acres





Residential **Active**
128 S Oakwoods Trce Wilkesboro NC 28697



MLS#: 251543	List Price: \$890,000
County: Wilkes	Orig LP: \$890,000
Area: 26-Outside of Area	DOM: 0
Subdivision: The Greens at Oakwoods	CDOM: 0
Fire Dist: Outside of Area	Beds: 1
Elem School: Moravian	Baths (F/H): 1/1
Middle School Central Wilkes	High School Wilkes Central
Style: Traditional	Yr Built: 1994
	# Acres: 1.60

Square Footage Information

1st Flr HLA: 3,674	2nd Liv Q UnH: Unfinished SqFt	
2nd Flr HLA: 1,322	2nd Liv Q Htd: Y/1,146	Abv Grd Unfin: 1,024
3rd Flr HLA: 0	Attached Gar: Y/744	Blw Grd Unfin: 1,152
4th Flr HLA: 0	Detached Gar: Y/1,146	Blw Grd Gar: 1,152
Abv Grd HLA: 4,996	Adt'l Abv Grd: 0	Total UnFin Blw Grd: 2,176
Blw Grd HLA: 1,255	Adt'l Blw Grd: 744	Total UnFin: 2,176
Total HLA: 6,251		

Recent Chg: 08/16/2024 : NEW : ->ACT

Full Audit History

Prop SubType: **Single Family**
 Primary PIN: **2204618**
 Secondary PIN: **All Lot 19 and a portion of lot 18**
 POA Fees: **\$150/Annually**
 Club Mbrshp: **0**
 Reinstatement Amt: **0**
 Rent Amount: **0**
 Assoc Name: **0**
 Deed Restrictions: **0**
 Zoning Class.: **R2**
 Legal Description: **0**
 Easements: **Utility**

General/Property Information

Lot #: **0**
 Plat Sect: **8/418**
 Plat Bk/Pg: **0664/162**
 Rst/Cov Bk/Pg: **0**
 Restr Covent YN: **Yes**
 City/Town Limits: **Yes**
 Deed Restr YN: **Yes**
 Cnf Spec Assmnt: **N**
 Prp Spec Assmnt: **N**
 Addt'l Fees: **N**
 Deed Bk/Pg: **830/0185**
 Adt'l. Dd Bk/Pg: **0**
 Taxes: **\$4,674/Tax Assessor**
 Tax Value: **\$974220**

Rooms Information

<u>Room Level</u>	<u>Beds</u>	<u>Baths (F/H)</u>	<u>Room Type</u>
First Level	1	1/1	Bath-F, Bath-Half, Bedrm-Primary, Den, Dining, Foyer, Kitchen, Laundry, Living, Office

Flooring: **Carpet, Ceramic Tile, Stone/Brick, Vinyl, Wood**

Interior Features

Heat: **Fireplace-Propane, Forced Air-Electric, Forced Air-Propane, Heat Pump-Electric, Radiant Baseboard**
 Air Cond: **Central**
 Hot Water: **Electric**
 Fireplace: **Gas Vented, Woodburning**
 Appliances: **Dishwasher, Dryer, Freezer, Gas Range, Microwave, Refrigerator, Warming Drawer, Washer, Other-See Remarks**
 Aux Heat Src: **Forced Air-Propane**
 Amenities: **1st Floor Laundry, Vaulted Ceiling**

Exterior Features

Construction Type: **Masonry**
 Foundation: **Full-Basemnt, Part Finish-Basement**
 Exterior: **Brick**
 Roof: **Architectural Shingle**
 Water Source: **City**
 Sewer/Septic: **Septic Installed**
 Gar/Park: **3+ Car, Attached, Basement, Detached**
 Driveway: **Concrete, Private Paved**
 Porch/Deck: **Multiple, Open**
 Road: **City Maintained Paved**
 Amenities: **2nd Living Quarters Heated, Built in Grill, Cable Available, Fire Pit, Gazebo, Hot Tub, HSpeed Internet-Cable, Outdoor Fireplace, Outdoor Kitchen, Restrooms, Swimming Pool**

Miscellaneous

Financing: Cash/New, Conventional	Marketing Area: 0
Pot Short Sale: No	Forecls/REO: No
Hm Warranty: No	Green Built: 0
Disclosures: Buried Tank	Elevation: 0

Remarks

Directions: **From North Wilkesboro - Head southwest toward B St/Main St - Take C B D Loop to NC-18 S/NC-268 W/Wilkesboro Blvd - Continue to Wilkesboro (1.8 mi) - Take Brushy Mountain Rd to Fairway Ln (2.6 mi) - Continue on Fairway Ln. Take Fairway Ln Exd to S Oakwoods Trace (0.2 mi) - Property on Right.**
 Public Remarks: **Auction Property: List price may not reflect final sales price. List price is starting bid and non-reflective of value. Auction Ends Thursday, October 3rd at 4 PM. Check out this gorgeous luxury property for sale in Wilkesboro NC! This property features an incredible home on 1.6 acres with an impressive**

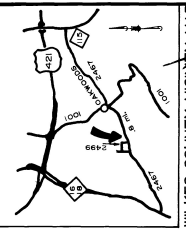
entertainment area and pool. This beautiful home features nearly 7,500 sq. ft. of finished living space! It has 5 spacious bedrooms and 5.5 baths. The main level of the home features the master bedroom with a master bath, stunning kitchen with dining area, a formal dining room, sitting area, living room, large sunroom/rec room, half bath and laundry area. The kitchen has stunning double granite countertops and plenty of cabinet space. The kitchen and great room have gorgeous marble floors. The upper level has 3 bedrooms with 2 updated baths. There is a full basement which is finished with a garage. The basement is used as a recreational area with a craft area and a full bath. Invite your family and friends to enjoy the outdoor entertainment space. The back of the home features an impressive 60,000-gallon saltwater pool, jetted hot tub, outdoor kitchen, sitting area, huge fireplace, and pool house with a bathroom. The kitchen space features a bar area, refrigerators, sink, grill, pizza oven and more! Utilize the 8 garage bays for storage, vehicles, etc. The double detached garage on to the right of the home has a spacious living area overhead which has 1,146 sq. ft. of space, great for a mother in law suite or for guests! The property has undergone numerous upgrades in the last 10-15 years and also has a whole home propane generator. This property has a septic and public water. There is an annual fee of \$150 for trash pickup and street light maintenance. Enjoy your own piece of paradise with this breathtaking property! It is in a nice, peaceful neighborhood just minutes from shopping, restaurants and more! Oakwoods Country Club is just a few minutes away.

Agent Remarks: **Auction is subject to prior sale. Buyer to verify all information.**

Listing/Office Information

Listing Office:	BLUE RIDGE LAND & AUCTION COMPANY INC (370148) PO Box 234 FLOYD, VA 24091	Phone:	(540) 745-2005
		Fax:	
		Firm License:	C35716
Listing Agent:	Matthew Gallimore (311692)	Phone:	(540) 745-2005
Email:	blueridgelandandauktion@gmail.com	License#:	311692
List/Marketing Dt:	08/16/2024	Contract Date:	
		Due Dil End Dt:	
List Type:	Exclusive Right to Sell	DOM:	0
Show Instr:	Call LA	Prim Res:	No
Owner Name:	Martin & Jennifer Koon		

[If you have a concern about the information in this listing, click here to comment](#)



WILKES COUNTY VIGNETTE MAP

Alma

CERTIFICATE OF APPROVAL FOR RECORDING PLAT AND ACCEPTANCE OF DEDICATIONS

I, *Tom T. Shobe*, the County Clerk of Wilkes County, North Carolina, Commissioners approved this plat for recording and accepted the dedication of the roads, easements, rights-of-way and public parks and other sites for public purpose as shown hereon, but assume no responsibility to open or maintain the same until, in the opinion of the governing body of Wilkes County it is in the public interest to do so.

Tom T. Shobe
County Clerk

CERTIFICATE OF OWNERSHIP AND DEDICATION

(We hereby certify that I am the owner (s) of the land shown on the plat hereon and I hereby dedicate to the public use of the roads, easements, rights-of-way and public parks and other sites for public purpose as shown hereon, but assume no responsibility to open or maintain the same until, in the opinion of the governing body of Wilkes County it is in the public interest to do so.)

Ray G. 4, 1988
Owner or Authorized Agent

CERTIFICATION OF THE APPROVAL OF PRIVATE WATER AND SEWER SYSTEM

I hereby certify that the water supply and sewage disposal system installed, or proposed for installation in the subdivision entitled _____ fully meets the requirements of the North Carolina State Health Department and are hereby approved as shown.

SEE ATTACHED LETTER
County Health Officer

CERTIFICATE OF APPROVAL BY THE JOINT PLANNING COMMISSION

I, *Clark E. Foster*, Chairman of the Wilkes County Planning Commission, hereby certify that said Commission duly approved the final plat of the subdivision on the _____ day of _____, 1988.

Clark E. Foster
Chairman

SURVEYORS CERTIFICATE

I, Ronald H. Carpenter, certify that under my direction and supervision this plat was drawn from an actual field survey, and said description is recorded in Book 575, page 643, that the error of closure as calculated by latitudes and departures is 1:15,000, that this plat was prepared in accordance with G.S. 17-30 at amended. Witness my hand and seal this _____ day of _____, 1988.

Ronald H. Carpenter
Surveyor, Reg. No. L-1385

STATE OF NORTH CAROLINA, WILKES COUNTY

I, Nancy Riddle, of the County and State at large, certify that Ronald H. Carpenter, a registered land surveyor, has duly and lawfully surveyed and laid out the subdivision described in the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 1988.

My commission expires November 28, 1989.

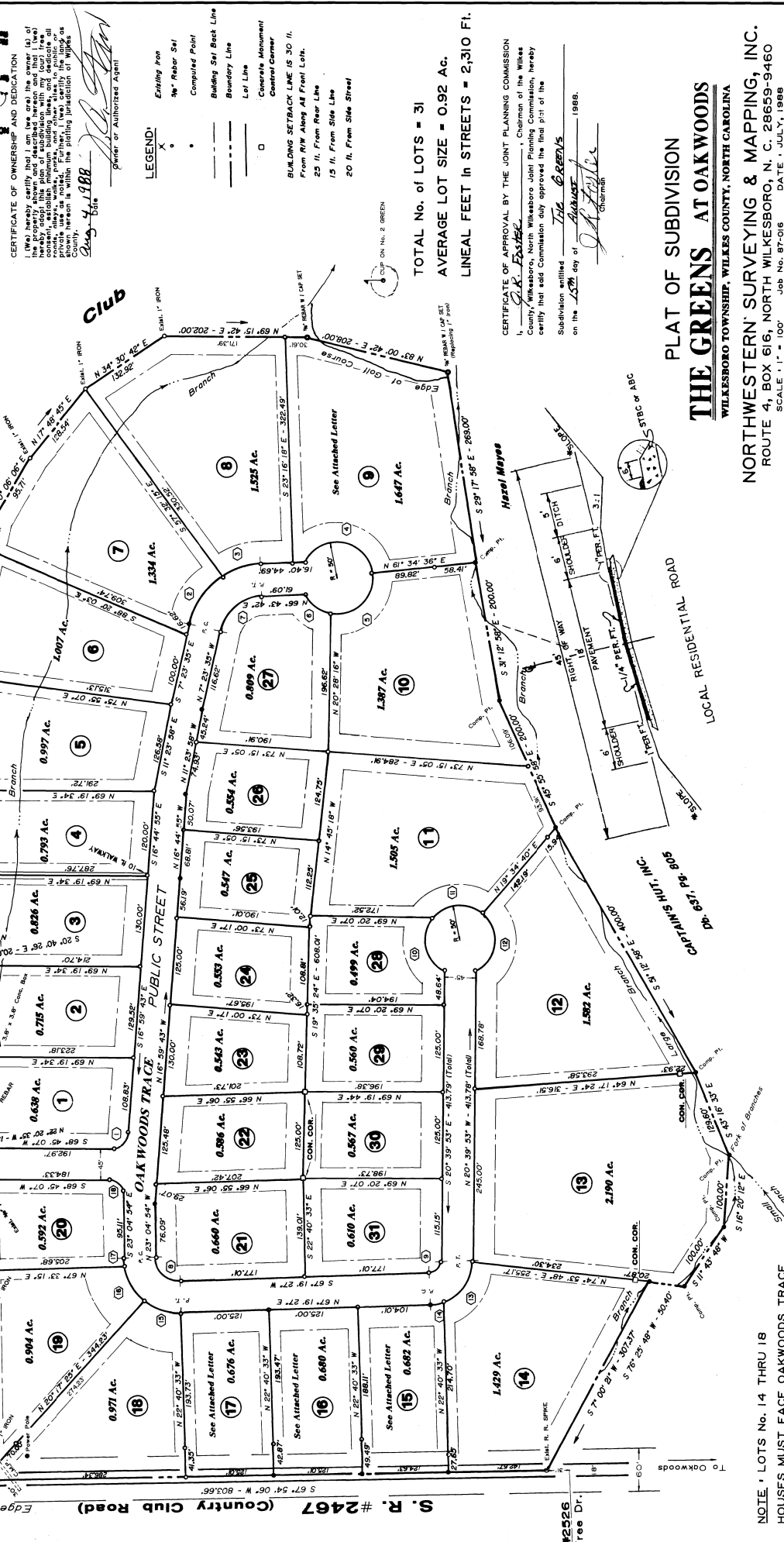
Nancy Riddle
Notary Public

NOTARY PUBLIC

ALMA CAUDILL
NOTARY PUBLIC
WILKES COUNTY, NORTH CAROLINA

NOTARY PUBLIC

ALMA CAUDILL
NOTARY PUBLIC
WILKES COUNTY, NORTH CAROLINA



LEGEND

- Existing Post
- New Rear Set
- Computed Point
- Building Set Back Line
- Boundary Line
- Lot Line
- Concrete Monument
- Control Corner

BLUING SETBACK LINE IS 30 FT.
From R/W Along All Front Lots.
25 FT. From Rear Line
15 FT. From Side Line
20 FT. From Side Street

TOTAL No. of LOTS = 31
AVERAGE LOT SIZE = 0.92 AC.
LINEAL FEET IN STREETS = 2,310 FT.

PLAT OF SUBDIVISION

THE GREENS AT OAKWOODS

WILKESBORO TOWNSHIP, WILKES COUNTY, NORTH CAROLINA

NORTHWESTERN SURVEYING & MAPPING, INC.
ROUTE 4, BOX 616, NORTH WILKESBORO, N. C. 28659-9460
SCALE: 1" = 100' Job No. 87-016 DATE: JULY, 1988

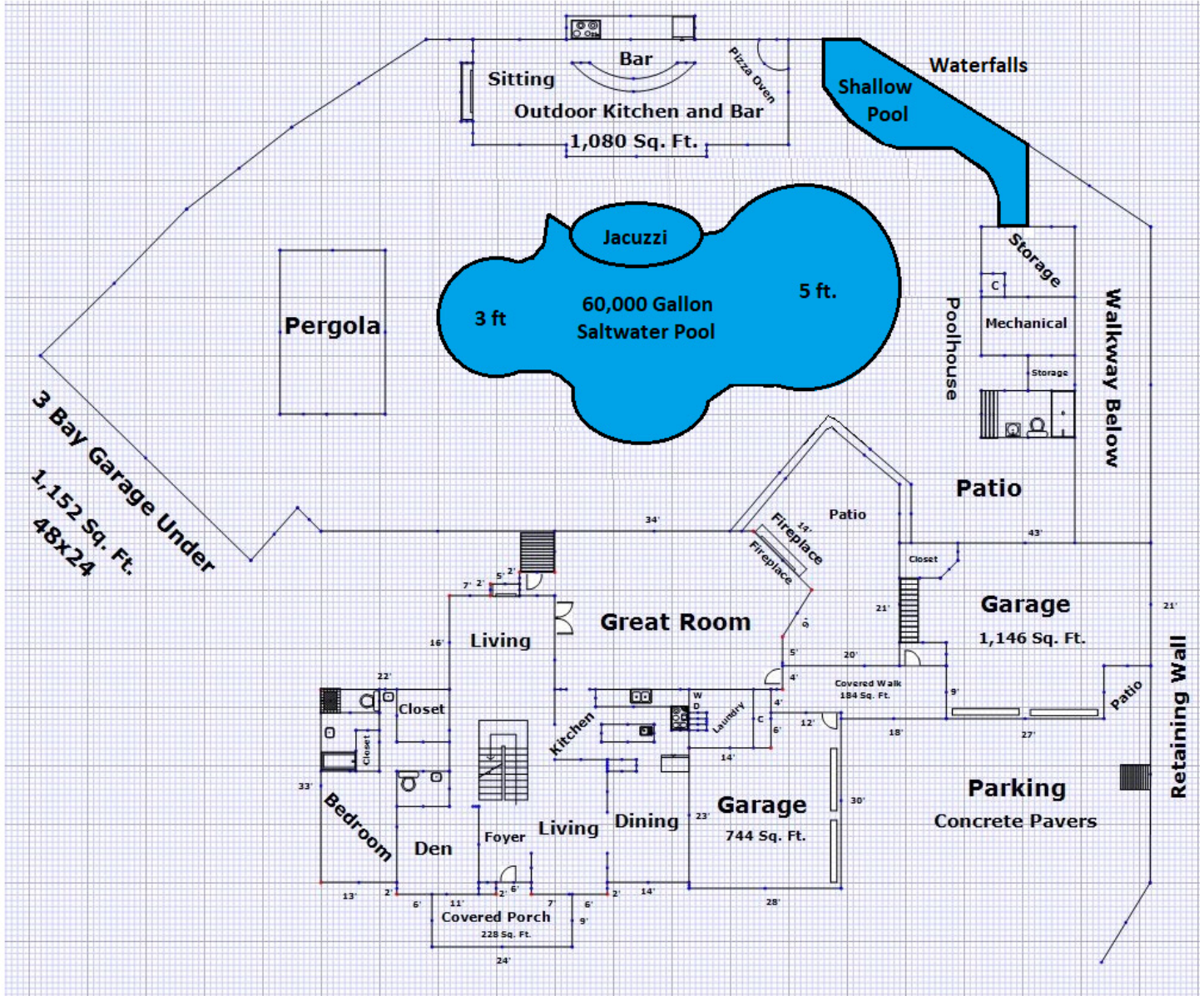
NOTE: LOTS NO. 14 THRU 18
HOUSES MUST FACE OAKWOODS TRACE

TOTAL AREA by D.M.D. = 31.200 ACRES

Reference: Deed Book 575, Page 643

General Site Layout

Auction Services

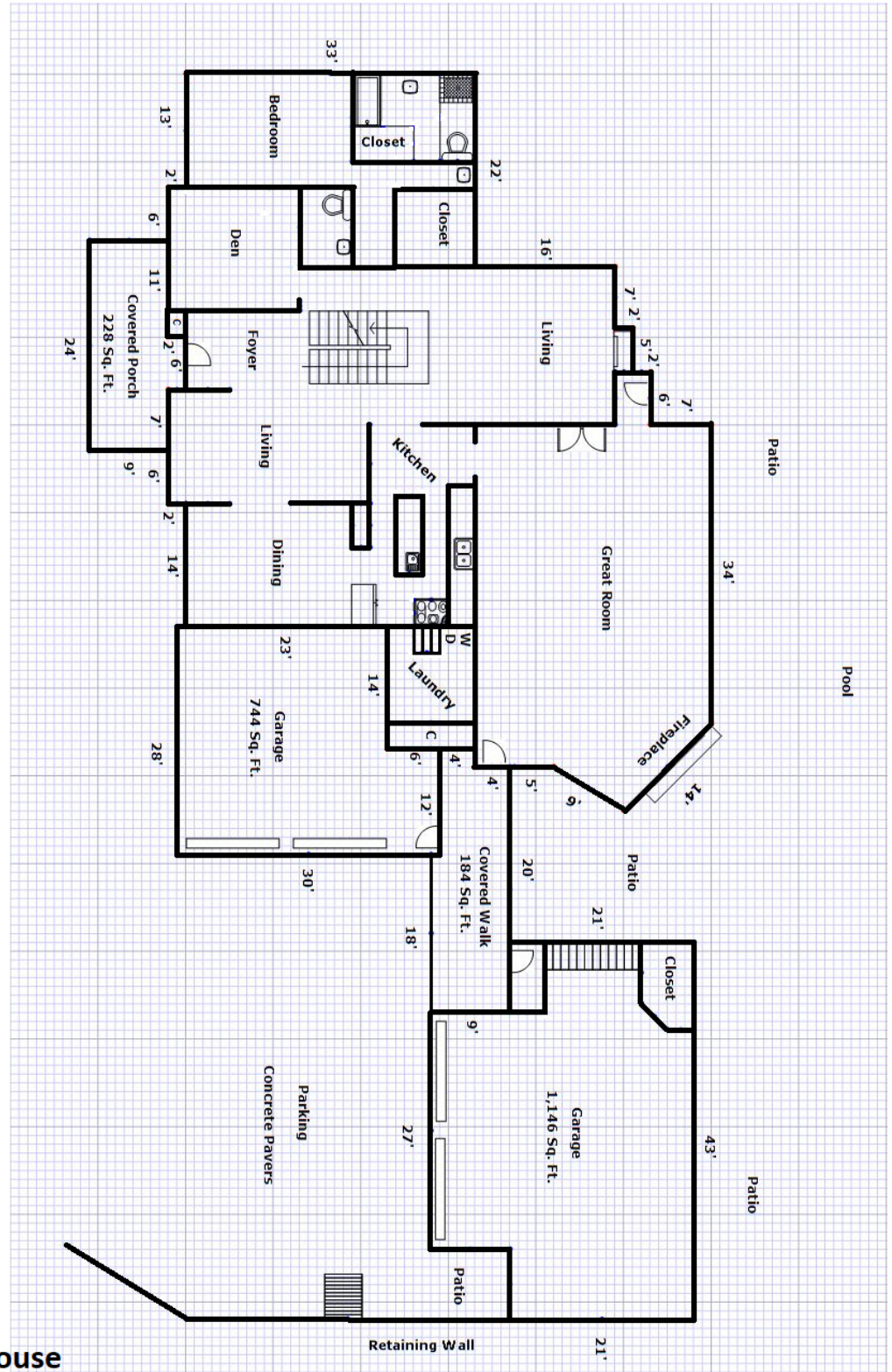




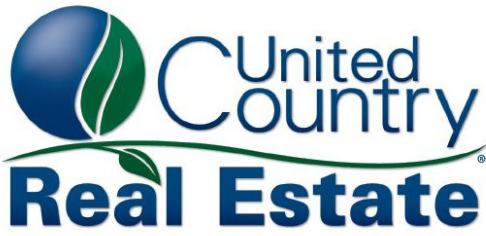
Auction Services

Ground Level Floorplan 3,674 Sq. Ft.

- Heat Pump
- 2 Fireplaces
- Hardwood, Tile, Marble and Carpet Floors
- Shingle Roof
- Brick Exterior
- Vaulted Ceilings
- Remodeled Kitchen
- Remodeled Bathrooms
- Aluminum Gutters
- Shingle Roof
- 2 Fireplaces
- Brick Exterior
- Paved Drive
- Public Water
- Private Septic
- 4 Garages
- Apartment
- Salt Water Pool
- Large Decks & Patios
- Outdoor Pavilion & Poolhouse



Home Built in 1994 then remodeled and new addition. Finished Basement

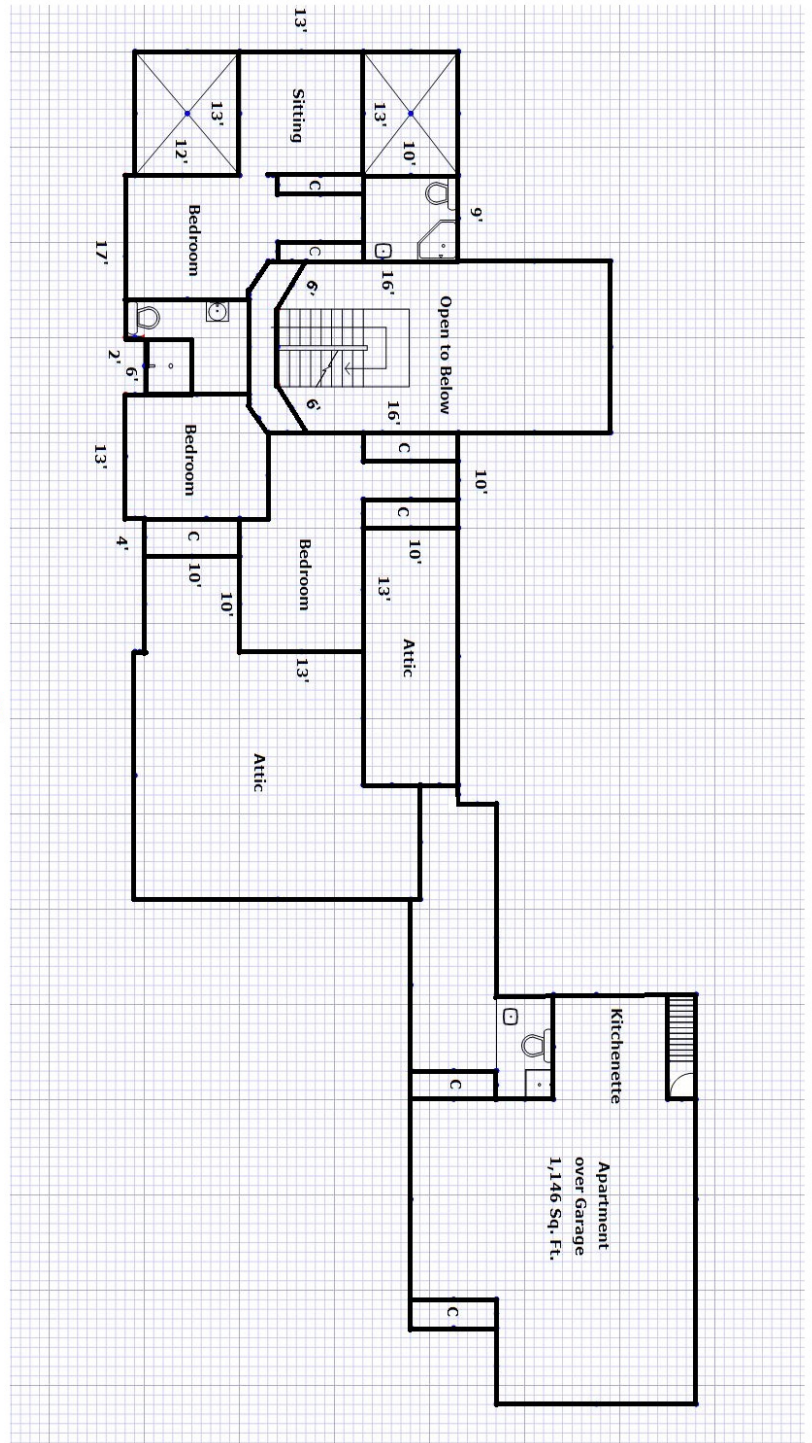


Auction Services

**Second Level Floorplan
1,322 Sq. Ft.**

**Apartment over Garage
1,146 Sq. Ft.**

**Total Second Level
Sq. Ft. = 2,468**





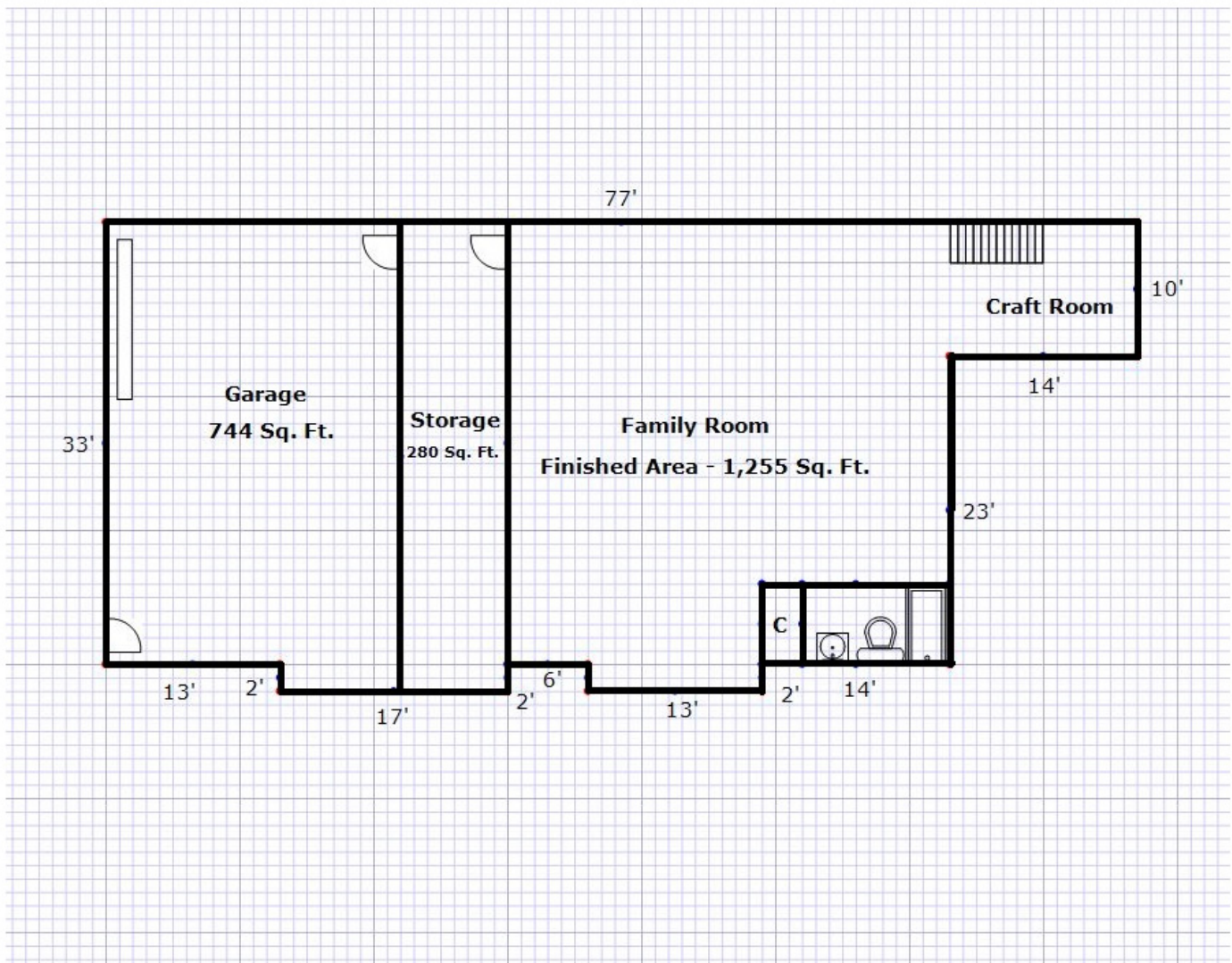
Auction Services

Basement Floorplan

Finished Sq. Ft. - 1,255

Unfinished Sq. Ft. - 1,024

Total Sq. Ft. - 2,279



PARID: 2204618
KOON, JENNIFER A

128 S OAKWOODS TRACE

Parcel

ParID / PIN: 2204618 / 3866-55-9765
Tax Year: 2024
Tax District: 22 : Wilkesboro
Neighborhood: 204 : NBHD 204
Old NBHD: 474
Ortho: 3866.11

Owner

Account Number: 107235
Name: KOON, JENNIFER A
Name 2:
Care Of:
Mailing Address: 128 S OAKWOODS TRACE
WILKESBORO NC 28697

Current Book/Page: 0830/0185

Description

NBHD Code / Name: 204 : NBHD 204
Class: R1 : RESIDENTIAL
Use Code: 110 : SINGLE RESIDENCE
Appraisal Territory: 4
Zoning: R20
Living Units: 0
Topography: 1 : LEVEL
Location: :
Parking: :
Utilities: 1 : ALL PUBLIC
Restrictions: :
Taxable Acres: 1.6

Valuation

Appraised Land: 50,600
Appraised Building: 923,620
Appraised Total: 974,220
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 974,220
Total Assessed: 974,220

Legal

Physical Address: 128 S OAKWOODS TRACE

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
15-DEC-99	0830	0185	WD - WARRANTY DEED	425,000	11
02-AUG-93	0719	0016	DEED - DEED	34,000	

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	414 [4-14]	N	1.6	69,696					50,600
Total:				1.6	69,696					50,600

Dwelling Characteristics

Card #: 1
Valuation Method: D : Dwelling Valuation

Story Height: 1.5 : 1.5 STORY
 Construction: 2 : BRICK VEN
 Style: 03 : CONVENTIONAL
 Sq Ft Liv Area: 5,984
 Main Footprint: 1,536
 Override Model:
 Record Type: R : Real Property

 Year Built: 1994
 Grade: X-
 CDU: GD
 Effective Year:
 Year Remodeled: - :
 Basement: 5 : 100%
 Heat: 3 : CENTRAL HEAT & AC
 Heating Fuel Type: 0 : NONE
 System: 6 : HEAT PUMP
 Attic: 1 : NONE
 Roof Material: 1 : ASPHALT SHINGLE

Living Accommodations

Total Rooms: 8
 Bedrooms: 4
 Full Bathrooms: 4
 Half Baths: 1
 Additional Fixtures: 0
 Total Fixtures: 16

Miscellaneous:

Other Features

Rec Room

Rec Room Area:
 Rec Room Value:

Finished Bsmt Liv Area

Finished Bsmt Area:
 Finished Bsmt Value:

Fireplaces

WBFP Stacks: 1
 Openings: 1
 Add'l Stories of Stack (WB):
 Prefab Stacks: 0
 Add'l Stories of Stacks (PF):

Bsmt Garage # Cars: 1 : 1

Pricing Ladder

Adjusted Base: 305473 (Base Cost X Grade Factor)
 Plumbing: 19780 (Base Cost X Grade Factor)
 Lower Level: 0
 Heating: 6,764
 Attic: 0
 Dwelling Sub Total: 338817 (Does not include Additions cost)
 Cost & Design Factor: -10
 Base RCN: 304935 (Does not include Additions cost)
 Dwelling RCN: 304940 (Does not include Additions cost)
 Total RCN W/ Additions: 773,320
 % Good: 83
 Base Dwelling RCNLD: 253,100
 Additions RCNLD: 388,750
 Total RCNLD: 641,850
 Dwelling % Comp:
 Dwelling Factor: 1
 Dwelling Value: 641,850

OBY

Card	Line	Code	Year Built	Grade	Sq. Ft.	ADJRCNLD	Who	When
1	1	RG1 : GARAGE-WD/CB	2013	A	1,536	38490	EOY ROLL	14-MAR-23
1	2	RT4 : TERRACE	2013	A	6,600	59850	EOY ROLL	14-MAR-23
1	3	RP5 : POOL-GUNIT	2013	A	1,512	61090	EOY ROLL	14-MAR-23
1	4	RP6 : BATH HOUSE	2013	A	120	7180	EOY ROLL	14-MAR-23
1	5	RS1 : SHED-FRAME	2013	A	366	4220	EOY ROLL	14-MAR-23
1	6	OP2 : OPEN PORCH-MAS	2013	A	48	1210	EOY ROLL	14-MAR-23

Real Values

Land Value:	50,600
Building Value:	923,620
Appraised Real Value:	974,220
Total Appraised Value	974,220

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

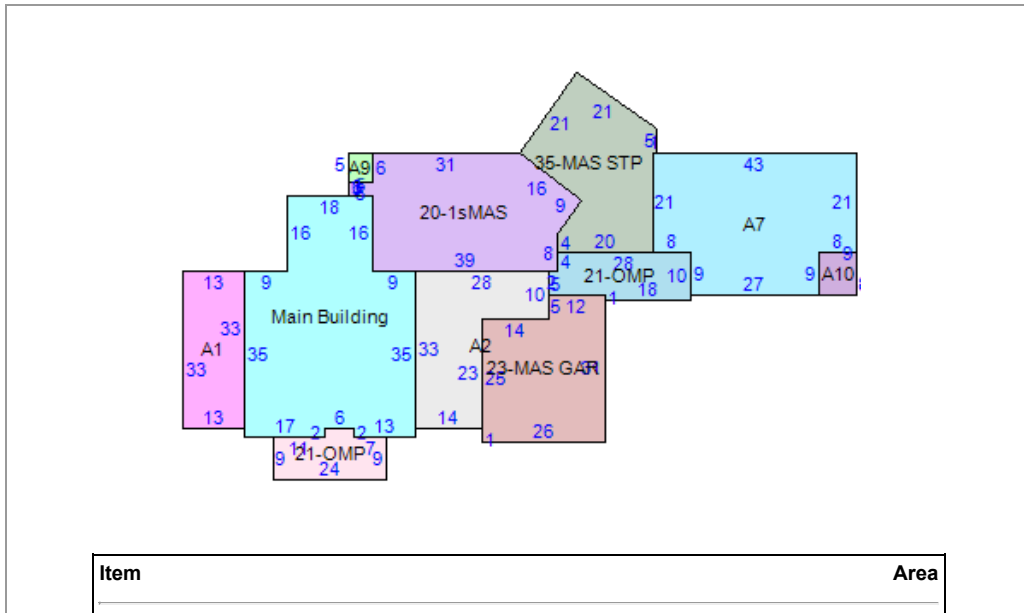
Assessed Valuation

Total Appraised Value:	974,220
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	974,220

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
2024	OTHER	50,600	923,620	974,220	0	0		0	0	974,220
2023	OTHER	50,600	923,620	974,220	0	0		0	0	974,220
2022	OTHER	50,600	923,620	974,220	0	0		0	0	974,220
2021	OTHER	50,600	923,620	974,220	0	0		0	0	974,220
2020	OTHER	50,600	923,620	974,220	0	0		0	0	974,220
2019	OTHER	50,600	1,052,020	1,102,620	0	0		0	0	1,102,620
2018	OTHER	50,600	1,027,580	1,078,180						1,078,180
2017	OTHER	50,600	1,027,580	1,078,180						1,078,180
2016	OTHER	50,600	1,027,580	1,078,180						1,078,180
2015	OTHER	50,600	1,027,580	1,078,180						1,078,180
2014	OTHER	50,600	1,027,580	1,078,180						1,078,180
2013	OTHER	50,600	564,520	615,120						615,120
2012	OTHER	50,600	609,010	659,610						659,610
2011	OTHER	50,600	609,010	659,610						659,610
2010	OTHER	50,600	609,010	659,610						659,610
2009	OTHER	50,600	609,010	659,610						659,610
2008	OTHER	50,600	609,010	659,610						659,610
2007	OTHER	50,600	419,610	470,210						470,210
2006	OTHER	41,400	364,570	405,970						405,970
2005	OTHER	41,400	364,600	406,000						406,000
2004	OTHER	41,400	364,600	406,000						406,000



Item	Area
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Main Building	1536
GARAGE-WD/ - RG1:GARAGE-WD/CB	1536
A1 - 50/20/19:Basement Unfinished/1 Story Masonry/Attic Finished	429
35-MAS STP - 35:Masonry Stoop or Terrace	72
- RT4:TERRACE	6600
A2 - 50/20/19:Basement Unfinished/1 Story Masonry/Attic Finished	602
POOL-GUNIT - RP5:POOL-GUNIT	1512
21-OMP - 21:Open Masonry Porch	228
- RP6:BATH HOUSE	120
20-1sMAS - 20:1 Story Masonry	993
SHED-FRAME - RS1:SHED-FRAME	366
23-MAS GAR - 23:Masonry Garage or Brick Garage	736
21-OMP - 21:Open Masonry Porch	280
OPEN PORCH - OP2:OPEN PORCH-MAS	48
23-MAS GAR/17-1/2s FR - 23/17:Masonry Garage or Brick Garage/Half Story Frame	1146
- MSCG:MISCELLANEOUS GROSS	1
35-MAS STP - 35:Masonry Stoop or Terrace	707
21-OMP - 21:Open Masonry Porch	30

Restrictive Covenants

*The Deed
restrictions*

NORTH CAROLINA
WILKES COUNTY

BOOK 0864 PAGE 162

KNOW ALL MEN BY THESE PRESENTS, that J.C.Faw, Owner, does hereby covenant and agree to with all persons, firms or corporations hereinafter acquiring any of the property below described:

Being all of the lots shown and described on the Map of The Greens at Oakwoods, as recorded in Map Book 8, Page 418, Wilkes County Registry reference to said Map being hereby made:

(1) All lots in this Subdivision shall be used for residential purposes exclusively. No structure as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family dwelling, not to exceed two and one half (2½) stories in height and one (1) small one-story accessory building which may include a detached, private garage or carport for not more than four (4) cars and/or servants' quarters, provided use of such dwelling or accessory building does not overcrowd the site and provided further that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. The foregoing provision to the contrary notwithstanding, three story buildings may be permitted at the sole discretion of the Architectural Review Committee in those instances where all of the lowest level of such dwelling is subterranean.

(2) No lot may be subdivided and sold or used for the construction thereon for more than one (1) residence or dwelling as described in Restrictive Covenant No. (1) above, nor may any lot be used by any purchaser, either from the owner or any other purchaser, for use as a means of access or easement to any other property including any adjoining property; provided, however, that the owner reserves the right to redesignate any lot at that time remaining in the ownership of the owner for use as a right-of-way, roadway, street or easement to provide access from the streets within this Subdivision to any adjoining property or streets that the owner, in its sole discretion, may determine to be proper. Provided further that a lot in the Subdivision may be split if the ownership of said portion of a lot is in the same person, persons, or entities owning the adjacent lot, and if said splitting of a lot or lots is done for the purpose of enlarging the adjoining lots for residential use as herein provided.

(3) No structure or improvement of any description shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure and/or structures to be erected on said lot, including driveways and landscaping plans, satellite dishes,

radio antennas, TV antennas and fences, have been approved by the Architectural Review Committee as to quality of workmanship and materials and harmony of external design with existing grade elevation and surroundings.

(4) The ground-floor area of the main structure of the residential home to be constructed on a lot, exclusive of one-story open porches, garages and other non-heated areas, shall not be less than 1,800 square feet in the case of a one-story structure and not less than 1,200 square feet of ground-floor area in the case of a 1½, 2, 2½ or 3-story structure.

(5) No building shall be located on any lot nearer to the front property line of said lot than thirty (30) feet or nearer to the side street line of said lot than twenty (20) feet, and no building shall be located on any lot nearer than fifteen (15) feet to an interior side property line or nearer than twenty-five feet (25) to a rear property line. In order to assure, however, that location of houses will be staggered where practical and appropriate and situated on said lots in a manner which preserves the trees, vegetation and natural attributes of the lot or lots in the best possible manner so that the maximum amount of view will be available to each house, that the structure will be located with regard to the topography of each individual lot, taking into consideration the elevation contours of the lot, the location of large trees and similar considerations, the Architectural Review Committee reserves unto itself, its successors and assigns the right to control absolutely and solely to decide the precise site and location of any house or dwelling and all other structures upon all lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded a lot owner to recommend a specific site, and provided further that in the event an agreed location is stipulated in writing in the Contract of Purchase, the owner shall approve automatically such location for a residence. The Architectural Review Committee shall further have the authority to grant slight adjustments to the building setback requirements provided above if it is found that these requirements impose an undue hardship on a property owner in locating a site for his home provided that said adjustments shall not exceed the minimum setback requirements of the Wilkes County Subdivision Regulations then in effect. Said adjustments of building setback lines from the provisions of this section must be obtained in writing from the owner. For the purposes of this Covenant, steps, carports, and open porches shall be considered a part of a building.

Provided further, however, that in the event one (1) owner purchases two (2) or more lots and desires or wishes to build in the center of the total tract made by combining the two (2) or more lots, then, in that event, the above setback provisions will be waived

and not apply to the interior lot line or lot lines of said adjacent lots forming a larger tract, but said building setback lines shall still apply to the overall tract or lot made up of a combination of two (2) or more lots.

Provided further that if lot owners having one (1) or more lots between their respective lots and purchase a portion of said lot or lots so that their overall tracts become adjacent to one another by each acquiring one-half or some other portion of a prior existing, individual lot, then, in that event, the above building setback lines shall be waived on to the wide lines of said portion of the additional lot or lots which shall thereafter be in the interior of the overall tract of said owner, and said building restriction lines shall apply to the total lot or tract belonging to said owner and comprising one (1) or more lots and a portion of another.

(6) A guest suite or a like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises, including the main dwelling and providing, however, that such guest suite would not result in overcrowding the site.

(7) It shall be the responsibility and obligation of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific lot or area in question.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or things of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No clothesline, drying racks or fences used for drying clothes shall be constructed or maintained nearer the front street line than the rear line of the residence constructed on said tract of land or in extension of said rear line to the side lines of said tract of land and such must not be visible generally from the street.

(9) In order to implement effective insect control and woods fire control, the owner reserves for itself, its agents, heirs and successors and assigns the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented and approved by the Architectural Review Committee, such entry to be made by personnel or persons

acting on behalf of the owner with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which, in the sole opinion of the owner, detracts from the overall beauty, setting and safety of The Greens at Oakwoods Subdivision; said entry and work performed thereon to be at the expense of the owner of said lot, and upon completion of said work, to be billed directly to said lot owner, who shall forthwith make payment for said services; provided further that the cost of said cleaning services shall be a reasonable cost and based upon prevailing charges for the work and equipment performed and used. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but done with the permission of the lot owner. The owner and its agents and employees may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the owner to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(10) No commercial signs or other similar signs shall be erected or maintained on any lot except with the written permission of the owner or except as may be required by legal proceedings. Provided, however, that such permission will not be unreasonably withheld. Size, shape, color and design of such signs shall be subject to written approval by the owner.

(11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers provided by the owner, and the same shall be in a screened area not generally visible from the road, or the owner may provide such underground garbage receptacles or similar facility in accordance with reasonable standards that may be established by the owner, or with its permission. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition.

(12) All houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or national calamities.

(13) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, such points being twenty-five (25) feet from the intersection of the street property line extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

(14) The owner reserves unto itself, its successors and assigns a perpetual, alienable and releaseable easement and right on, over and under the ground to erect, maintain and use electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities on, in or over the street side ten (10) feet of each lot, and ten (10) feet along each side of each lot, and ten (10) feet across the rear line of each lot, and such areas as are shown on the duly recorded Plat of The Greens at Oakwoods Subdivision of record in the office of the Register of Deeds of Wilkes County. Provided further, that the owner may cut drainways for surface water wherever and whenever such action may appear to the owner to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The owner further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkways or residential designated for such use on the Plat of The Greens at Oakwoods Subdivision or to locate the same upon any lot with the permission of the owner of such lot, or upon any lot still owned by the owner. Such rights may be exercised by any licensee of the owner, but this reservation shall not be considered an obligation of the owner to provide or maintain any such utility or service.

All utility, power and telephone lines and other lines of any kind, as well as pipes and other installations within said utility easements shall be located, place and constructed underground in a safe, satisfactory and attractive manner. All power lines, telephone lines, cablevision lines and any other lines or other house connections leading from any main service line or conduit of any type to a home or other structures located on any lot shall be located underground in a like manner as provided above.

(15) No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction of the permanent improvements thereon.

(16) In order to maintain the entrance to The Greens at Oakwoods Subdivision, and to maintain in good state of repair, condition and appearance a ten (10) foot walking easement shown on Subdivision Plat and to generally provide for those services important to the development and in preservation of an attractive community, and to further maintain the privacy and general safety of the residential community which is The Greens at Oakwoods Subdivision, each owner of a lot within said Subdivision shall be a member of The Greens at Oakwoods Subdivision Homeowners Association. Said Association has been organized

for the purpose set out immediately above, and each lot owner's membership therein shall become immediately effective at the time he receives title to a lot within The Green at Oakwoods Subdivision. The obligation of said The Greens at Oakwoods Subdivision Association is to take over and maintain those areas referred to in this section when ninety (90) percent of lots in said Subdivision have been sold.

(17) The Architectural Review Committee shall consist of J. C. Faw, T. Cameron Finley and Dale L. Ison, P.E. One (1) homeowner shall be added to this Committee for every six (6) lots sold.

Said Architectural Review Committee shall carry out the duties and responsibilities as it is authorized and empowered to do by these Restrictive Covenants and Conditions.

IN WITNESS WHEREOF, J.C.FAW has hereunto set his hand and seal this 28th day of August 1988.

J.C. Faw
(SEAL)

NORTH CAROLINA
WILKES COUNTY

I, Gail H. Norris, a Notary Public for said County and State, do hereby certify that J. C. FAW, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants and Conditions.

WITNESS my hand and notarial seal, this the 28th day of August 1988.

Gail H. Norris
NOTARY PUBLIC

My commission expires: 5-30-92

GAIL H. NORRIS
Notary Public
for Wilkes County, NC
My Commission Expires 5-30-92

RICHARD L. WOODRUFF
REGISTER OF DEEDS
WILKES COUNTY, N.C.
*88 AUG 29 PM 3 29

NORTH CAROLINA WILKES COUNTY
The foregoing certificate of GAIL H. NORRIS, N.P.
is certified to be correct
By *Richard L. Woodruff*
Register of Deeds
Deputy / Asst Register of Deeds

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between _____ **Blue Ridge Land & Auction** _____, Firm,
and _____, Bidder,
entered into this _____ day of _____, _____, 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:
128 S. Oakwoods Trce, Wilkesboro, NC 28697-8464
("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: _____
Blue Ridge Land & Auction	
Firm	
By: _____	Date: _____



REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Blue Ridge Land & Auction ("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": Martin D. Koon, Jennifer A. Koon
(b) "Buyer": Hype Holdings, LLC
(c) "Property": Street Address: 128 S. Oakwoods Trce
City: Wilkesboro Zip: 28697-8464 County: Wilkes, NC
Lot/Unit 19 & 18, Block/Section, Subdivision/Condominium The Greens at Oakwood
Plat Book/Slide 8 at Page(s) 418 PIN/PID: 3866-22-9765
Other description: Lot 19 and portion and of Lot 18 as shown on Plat for The Greens at Oakwood
Some or all of the Property may be described in Deed Book 830 at Page 185
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:
\$ 50,000.00 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 Blue Ridge Land & Auction ("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): 12/9/2024

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: Pool equipment, outdoor entertainment, sound system, and fireplace/implements.

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: Appliances

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 12/09/2024 (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 _____. 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)

(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 \$ **100.00** per **year**. The name, address and telephone number of the president of the owners' association or the association manager is: **Lee Bentley**

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]

Buyer Initials _____ Seller Initials _____

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

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer ("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)

Hype Holdings, LLC

Date: _____

_____ (SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____ (SEAL)

Martin D. Koon

Date: _____

_____ (SEAL)

Jennifer A. Koon

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.

Buyer Initials _____ Seller Initials _____

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: **Blue Ridge Land & Auction** _____

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: **Blue Ridge Land & Auction** _____

Acting as Seller's (sub) Agent Buyer's Agent Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: **Matt Gallimore** _____ Real Estate License #: **311692**

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

Individual Listing Agent Phone #: **(540)745-2005** Fax #: **(540)745-4401** Email: **gallimore.matt@gmail.com**

Firm Name: **United Country - Blue Ridge Land & Auction** _____

Acting as Seller's (sub) Agent Dual Agent

PO Box 234

Firm Mailing Address: **Floyd, VA 24091** _____

NCAL Firm License #: **10299** _____

BID CALLER INFORMATION:

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



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.*

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 Print Name Buyer's Signature Print Name Date

Agent's Name Agent's License No. Firm Name



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 128 S. Oakwoods Trce, Wilkesboro, NC 28697-8464

Owner's Name(s): Martin D. Koon, Jennifer A. Koon

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA).

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge.
If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem.
If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: "Dwelling" means any structure intended for human habitation, "Property" means any structure intended for human habitation and the tract of land, and "Not Applicable" means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. Buyers are strongly encouraged to:

- Carefully review the entire Disclosure Statement.
Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign.

- Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.
Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials MK
Buyer Initials _____ Owner Initials JK

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**SECTION A.
STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF**

	Yes	No	NR
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>12/15/1999</u> If not owner-occupied, how long has it been since the owner occupied the property? <u>2 years</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A2. In what year was the dwelling constructed? <u>1994</u>			<input type="checkbox"/>
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input checked="" type="checkbox"/> Brick Veneer <input type="checkbox"/> Vinyl <input type="checkbox"/> Stone <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Aluminum <input type="checkbox"/> Wood <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____			<input type="checkbox"/>
A5. In what year was the dwelling's roof covering installed? <u>2008</u>			<input type="checkbox"/>
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fireplace/Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior/Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanations for questions in Section A (identify the specific question for each explanation):

A3- Detached Garage with Apartment, Sunroom, 16 years ago; Pool 10 years ago

**SECTION B.
HVAC/ELECTRICAL**

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) <input type="checkbox"/> Furnace [___ # of units] Year: _____ <input checked="" type="checkbox"/> Heat Pump [<u>3</u> # of units] Year: _____ <input type="checkbox"/> Baseboard [___ # of bedrooms with units] Year: _____ <input type="checkbox"/> Other: _____ Year: _____			<input type="checkbox"/>

Buyer Initials _____ Owner Initials MR
 Buyer Initials _____ Owner Initials [Signature]

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)
[X] Central Forced Air: _____ Year: _____ [] Wall/Windows Unit(s): _____ Year: _____
[] Other: _____ Year: _____

[]

B5. What is the dwelling's fuel source? (Check all that apply)
[X] Electricity [] Natural Gas [] Solar [X] Propane [] Oil [] Other: _____

[]

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C.
PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)
[X] City/County [] Shared well [] Community System [] Private well [] Other: _____

[]

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

[] Quality [] Pressure [] Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)
[] Copper [] Galvanized [X] Plastic [] Polybutylene [] Other: _____

[]

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture)
[] Gas: _____ [] Electric: _____ [] Solar: _____ [X] Other: propane

C4. What is the dwelling's sewage disposal system? (Check all that apply)
[] Septic tank with pump [] community system [X] Septic tank [] Drip system
[] Connected to City/County System [] City/County system available [] Other: _____
[] Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

[]

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? 5 bedroom [] No Records Available

Date the septic system was last pumped: hasn't been pumped

C5. Is there a problem, malfunction, or defect with the dwelling's:

Table with 4 columns: NA, Yes, No, NR. Rows include Septic system, Sewer system, Plumbing system, and Water supply.

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials MR
Buyer Initials _____ Owner Initials [Signature]

**SECTION D.
FIXTURES/APPLIANCES**

	Yes	No	NR																
D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																
D2. Is there a problem, malfunction, or defect with the dwelling's:																			
	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR					
Attic fan, exhaust fan, ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Irrigation system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garage Door system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Elevator system or component	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool/hot tub /spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appliances to be conveyed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV cable wiring or satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanations for questions in Section D (identify the specific question for each explanation):

**SECTION E.
LAND/ZONING**

	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Does the property abut or adjoin any private road(s) or street(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? <input type="checkbox"/> NA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanations for questions in Section E (identify the specific question for each explanation):

**SECTION F.
ENVIRONMENTAL/FLOODING**

	Yes	No	NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Buyer Initials _____ Owner Initials MR
 Buyer Initials _____ Owner Initials [Signature]

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Is the property located in a federal or other designated flood hazard zone?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F8. Is there a current flood insurance policy covering the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F10. Is there a flood or FEMA elevation certificate for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2. Is the property subject to a lease or rental agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations for question in Section G (identify the specific question for each explanation):

Restrictive Covenants

Buyer Initials _____ Owner Initials MR
 Buyer Initials _____ Owner Initials [Signature]

**SECTION H.
OWNERS' ASSOCIATION DISCLOSURE**

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: a. (specify name) <u>The Greens at Oakwood</u> whose regular assessments ("dues") are \$ <u>150.00</u> per <u>year</u> . The name, address, telephone number, and website of the president of the owners' association or the association manager are: <u>Lee Bentley; PO Box 1388 210 West Main Street, Wilkesboro, NC 28697</u> b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: <u>\$150 per year for street lights</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If "yes," state the amount of the fees: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	-------------------------------------	--------------------------

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	-------------------------------------	--------------------------

H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	-------------------------------------	--------------------------

Explanations for questions in Section H (identify the specific question for each explanation):

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

Owner Signature:	<u><i>Martin D. Koon</i></u> Martin D. Koon	Date	<u>08/15/2024</u>
Owner Signature:	<u><i>Jennifer A. Koon</i></u> Jennifer A. Koon	Date	<u>08/15/2024</u>

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____	Date _____
Buyer Signature: _____	Date _____



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

Table with 3 columns: Buyer Initials, Disclosure Statement, Yes, No, No Representation. Contains 6 rows of disclosures regarding mineral and oil and gas rights severance.

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: 128 S Oakwoods Trce, Wilkesboro, 28697-8464

Owner's Name(s): Jennifer A. Koon, Martin D. Koon

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: Jennifer A Koon, Jennifer A. Koon Date 08/15/2024

Owner Signature: Martin D. Koon, Martin D. Koon Date 08/15/2024

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

35272

WILKES COUNTY
COUNTY ENVIRONMENTAL HEALTH SECTION

Permit # 40337

2:30

Expiration Date: _____
Types V and VI systems expire in 5 years.
Owner must contact Health Department
6 months prior to expiration for permit renewal.

OPERATION PERMIT

System Type: II
In accordance with table Va

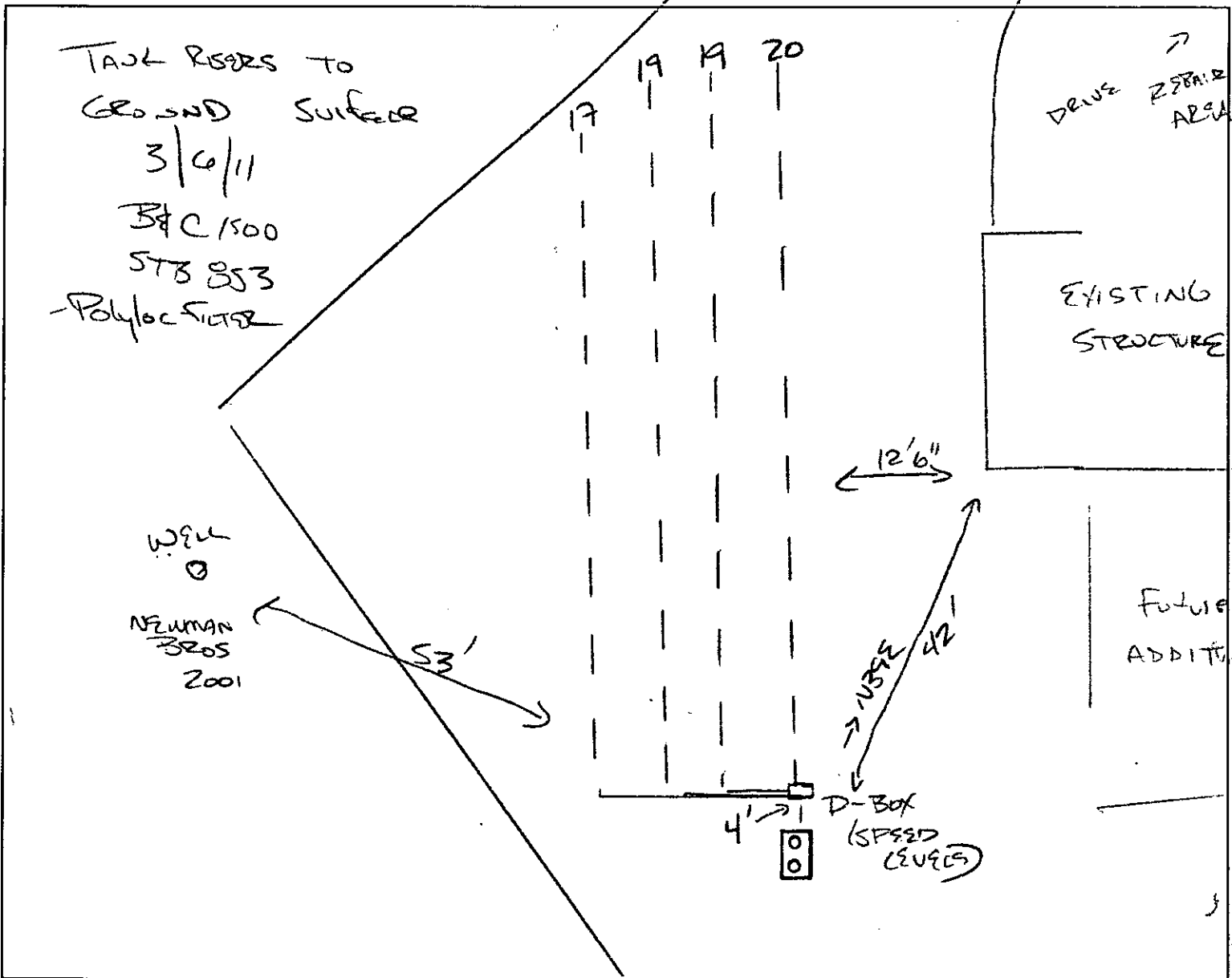
Jennifer A. Koon
Applicant's Name

2204618
Subdivision / Section / Lot# / Property I.D. #

[Signature]
Authorized State Agent

12/18/12
Date

THIS SYSTEM HAS BEEN INSTALLED IN COMPLIANCE WITH APPLICABLE NORTH CAROLINA GENERAL STATUTES, RULES FOR SEWAGE TREATMENT AND DISPOSAL, AND ALL CONDITIONS OF THE IMPROVEMENT PERMIT AND CONSTRUCTION AUTHORIZATION. SYSTEM APPROVAL SHALL IN NO WAY BE TAKEN AS A GUARANTEE THAT THE SYSTEM WILL FUNCTION PROPERLY FOR ANY GIVEN PERIOD OF TIME.



PERMIT CONDITIONS

I. Performance: System shall perform in accordance with Rule .1961

II. Monitoring: As required by Rule .1961

III. Maintenance: By owner, recommend pumping every 5 years

Subsurface system operator required? Yes No

If yes, see attached sheets for additional operation, conditions, maintenance, and repair.

IV. Operation: _____

V. Other: _____

[Signature] BART MATHIS
System installed by:

WILKES COUNTY HEALTH DEPARTMENT
IMPROVEMENT PERMIT/CONSTRUCTION AUTHORIZATION

40337

Page 1 of 2

ISSUED TO: Jennifer A. Koon PARCEL I.D. 2204612
NEW EXPANSION _____ REPAIR _____ TYPE OF WATER SUPPLY PUBLIC
FACILITY TYPE: 4130 m + s # BEDROOMS 4 # OCCUPANTS: 4 WASTEWATER FLOW 400 g.p.d.
BASEMENT? YES NO _____ BASEMENT FIXTURES? YES NO _____ GARBAGE DISPOSAL? YES _____ NO
Type of Wastewater System 2590 Red (Initial) PUMP TO 2590 Red (Repair)

I accept the system type and site plan/layout as specified on the Improvement Permit / Construction Authorization.

Owner/Legal Representative Signature: [Signature] Date: 6/20/12

PERMITS CONDITIONS:

- MARK UTILITIES
- RUN Gutters away from system
- SFS PERMIT # 13160 John Steel 4/5/94

AUTHORIZED STATE AGENT: [Signature] DATE: 6/20/12

PERMIT VALID FOR: FIVE YEARS _____ NO EXPIRATION

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirement. This permit is subject to revocation if the site plan, plat, or the intended use changes. The improvement Permit shall not be affected by a change in ownership of the site. This permit is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to conditions of this permit. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit. **As a condition of the permit, the owner and/or applicant must maintain the reference point(s) designed on the site plan/layout until the wastewater system is installed or the permit has expired.**

No Grading or Filling over the Initial Nitrification Field and Repair Areas

SEE ATTACHED CONSTRUCTION AUTHORIZATION FOR SYSTEM SPECIFICATIONS AND SITE PLAN/LAYOUT

Wilkes County Health Department 13166

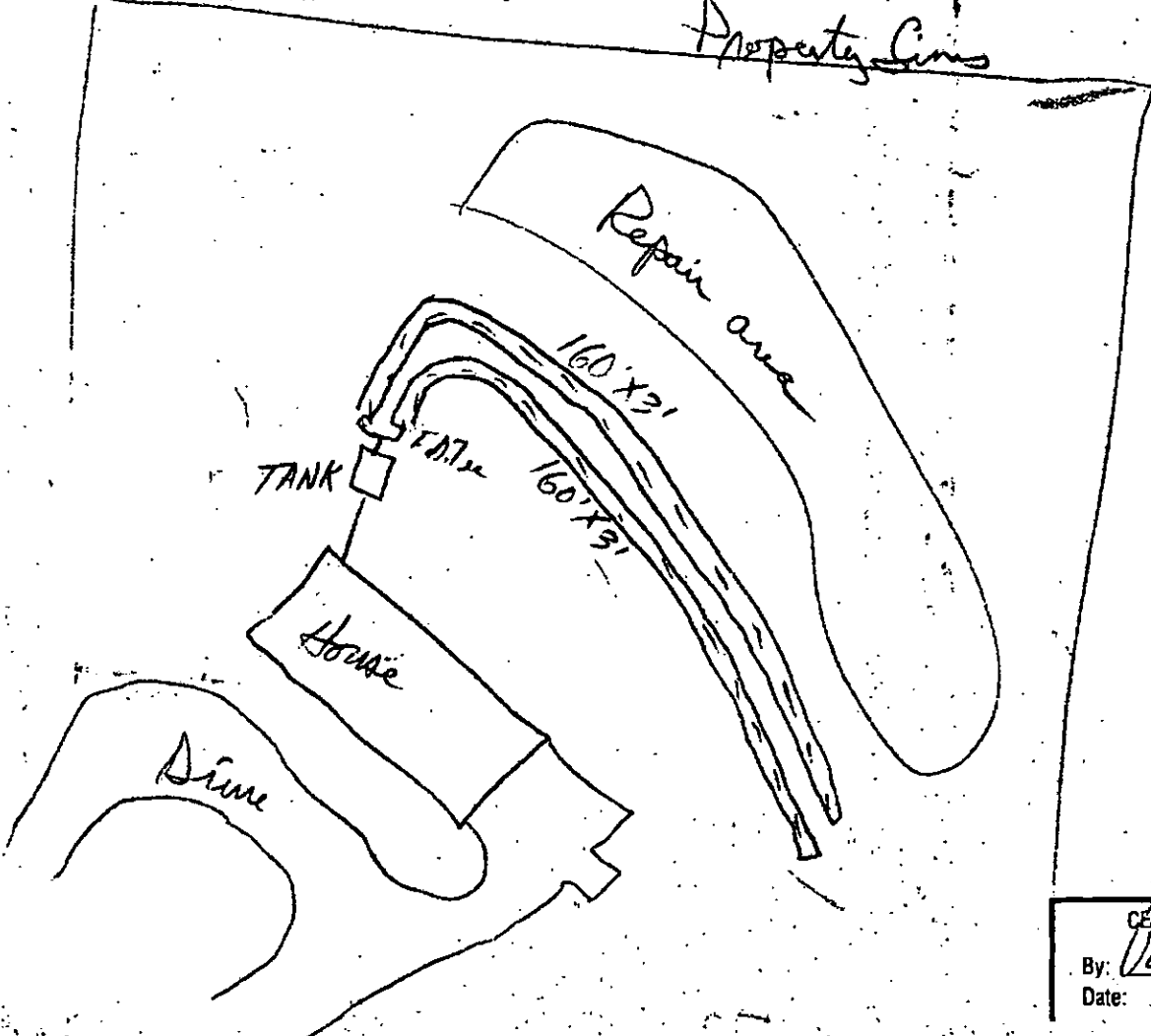
(Septic Tank) Improvements Permit and Certificate of Completion

NAME OF OWNER John Steel Dale Const. #3046 DATE 7-23-93
 ADDRESS OF OWNER P.O. Box 779 Wilkesboro PHONE 667-7161
 SUBDIVISION The Greens LOT NO. 18419
 NEW EXISTING REPAIR PARCEL ID# 2204618

HOUSE MOBILE HOME () BUSINESS () OTHER ()
 NO. BEDROOMS 4 GARBAGE DISPOSAL UNIT Yes
 SIZE OF TANK 1500 LIQUID GALLONS
 NITRIFICATION FIELD: Sq. Ft. 960 LOT SIZE: 1.9 Acres
 1. Number of Lines 320' X 3'
 2. Length and Width of Lines:
 a. Bed System _____ ft.
 b. Trench System 160' X 3' ft.
 3. Total Depth of Stone 12" inches.
 WATER SUPPLY: PRIVATE () PUBLIC
 OWNER'S SIGNATURE John Steel
 IMPROVEMENT PERMIT ISSUED BY SANITARIAN
Robert Shepherd

SOIL GROUP: III APPLICATION RATE: 5
 SUITABLE () PROVISIONALLY SUITABLE UNSUITABLE ()
 SITE FACTORS:
 SLOPE (%) _____ S-PS-U
 SOIL TEXTURE (12-48 IN.) _____ SPS-U
 SOIL STRUCTURE (12-48 IN.) _____ SPS-U
 SOIL DEPTH (IN.) _____ SPS-U
 RESTRICTIVE HORIZONS (IN.) _____ SPS-U
 (IMPERVIOUS STRATA, ROCK)
 SOIL DRAINAGE - GROUNDWATER _____ S-PS-U
 EXTERNAL - INTERNAL _____
 SEPTIC TANK CONTRACTOR MUST FOLLOW ALL DETAILS OF THIS PERMIT (LAYOUT)
 INSTALLED BY: John Steel

NOTICE: If any changes are made, this permit is void and another permit must be secured. No part of the sewage system shall be installed in filled dirt, or within 10 feet of any right of way or property lines or less than 100 feet from any water supply. Final approval of a sewage disposal system will indicate that the system has been installed according to the standards set forth in the regulations but shall in no way be taken as a guarantee that the system will function satisfactorily for any given period of time. All solid pipe must be Schedule 40. Construction must comply with all other applicable State and local regulations. PERMIT VOID AFTER 60 MONTHS.



CERTIFICATE OF COMPLETION
 By: Robert Shepherd
 Date: 4-5-94

WILKES COUNTY HEALTH DEPARTMENT IMPROVEMENT PERMIT/CONSTRUCTION AUTHORIZATION

40337

Page 2 of 2

ISSUED TO: JENNIFER A. KOON

PARCEL I.D. 22046186124

NEW EXPANSION REPAIR

Permit Expiration Date: 6/20/17

Type of Wastewater System** 25% Red (Initial) PUMP-10 25% (Repair)

Installation Requirements/Conditions

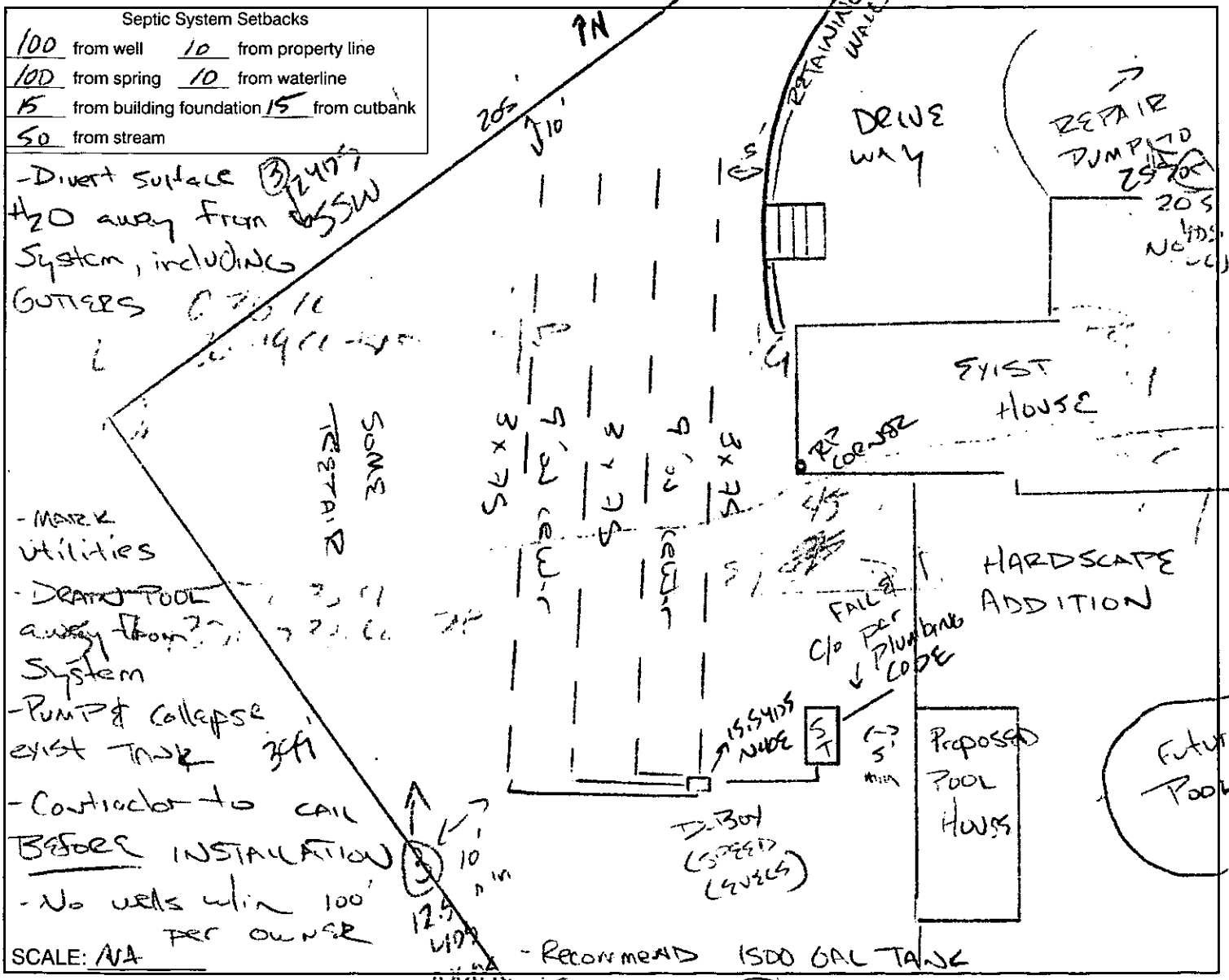
The construction and installation requirements of Rules .1950, .1952, .1954, .1955, .1956, .1957, .1958, and .1959 are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the attached system layout.

Septic Tank Size: 1000 gallons Total Trench Length: 300 feet Trench Width: 3 feet Trench Spacing: 9 Feet on Center

Pump Tank Size: gallons Maximum Trench Bottom Depth: 24 inches (on lower side) Soil Cover: 12 inches
 Trench bottoms shall be level to +/- 1/4" in all directions (Maximum soil cover shall not exceed 36" above the trench bottom)

Pump Requirements: ft. TDH vs. GPM Aggregate Depth: inches below pipe inches above pipe inches total Issued By: [Signature]

System components represent approximate contours only. The contractor must flag the system prior to beginning the installation to insure that proper grade is maintained. Permit valid for 5 years from issuance date unless otherwise noted.



35272

WILKES COUNTY
COUNTY ENVIRONMENTAL HEALTH SECTION

Permit # 40337

2:30

Expiration Date: _____
Types V and VI systems expire in 5 years.
Owner must contact Health Department
6 months prior to expiration for permit renewal.

OPERATION PERMIT

System Type: II
In accordance with table Va

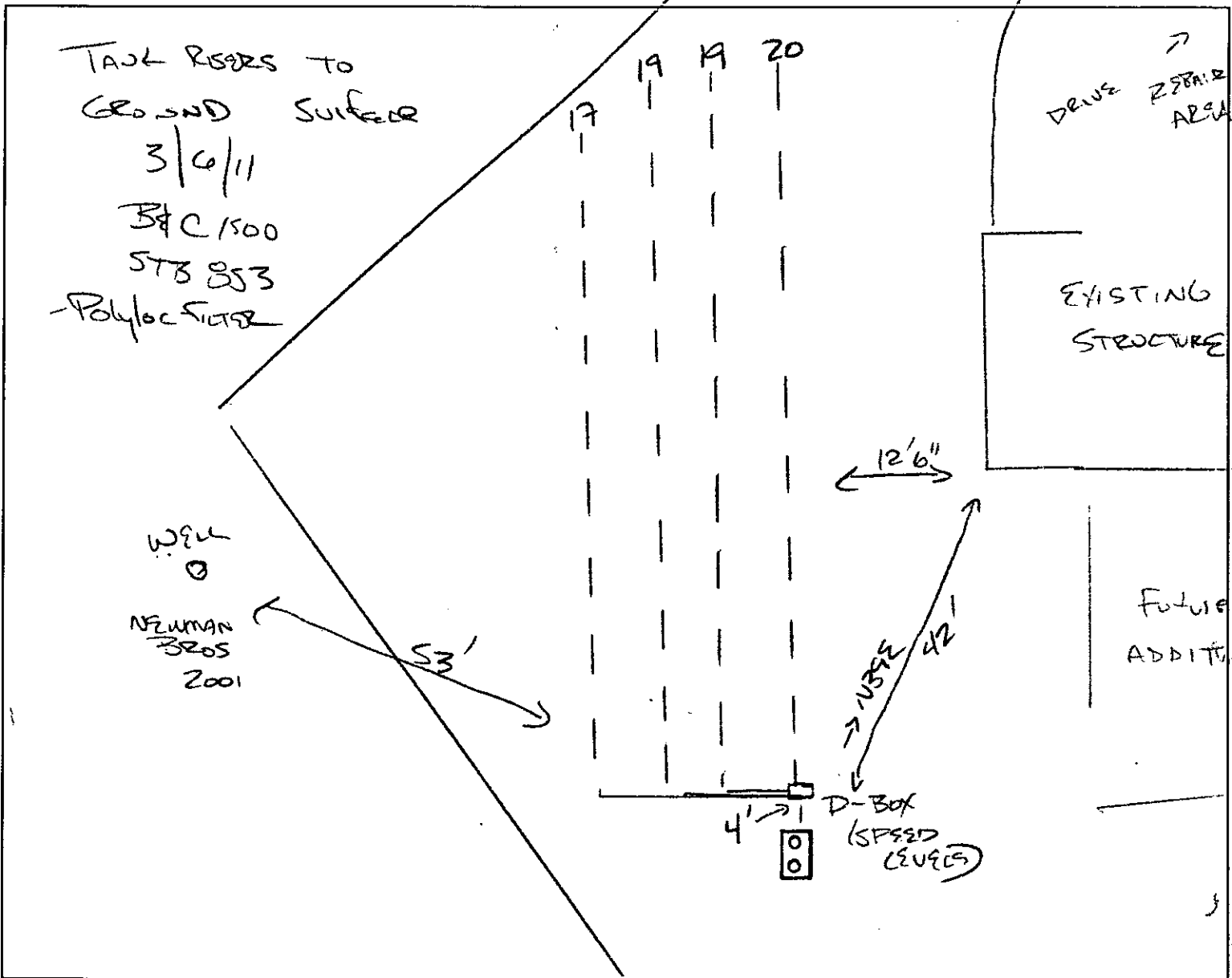
Jennifer A. Koon
Applicant's Name

2204618
Subdivision / Section / Lot# / Property I.D. #

[Signature]
Authorized State Agent

12/18/12
Date

THIS SYSTEM HAS BEEN INSTALLED IN COMPLIANCE WITH APPLICABLE NORTH CAROLINA GENERAL STATUTES, RULES FOR SEWAGE TREATMENT AND DISPOSAL, AND ALL CONDITIONS OF THE IMPROVEMENT PERMIT AND CONSTRUCTION AUTHORIZATION. SYSTEM APPROVAL SHALL IN NO WAY BE TAKEN AS A GUARANTEE THAT THE SYSTEM WILL FUNCTION PROPERLY FOR ANY GIVEN PERIOD OF TIME.



PERMIT CONDITIONS

I. Performance: System shall perform in accordance with Rule .1961

II. Monitoring: As required by Rule .1961

III. Maintenance: By owner, recommend pumping every 5 years

Subsurface system operator required? Yes No

If yes, see attached sheets for additional operation, conditions, maintenance, and repair.

IV. Operation: _____

V. Other: _____

[Signature] BART MATHIS
System installed by:

G Club

FAIRWAY

FAIRWAY
Ext.



South
OAKWOODS
TRACE

16/185

421

Brushy
Mtn

WILKES COUNTY HEALTH DEPARTMENT
IMPROVEMENT PERMIT/CONSTRUCTION AUTHORIZATION

40337

Page 1 of 2

ISSUED TO: Jennifer A. Koon PARCEL I.D. 2204612
NEW EXPANSION _____ REPAIR _____ TYPE OF WATER SUPPLY PUBLIC
FACILITY TYPE: 4130 m + s # BEDROOMS 4 # OCCUPANTS: 4 WASTEWATER FLOW 400 g.p.d.
BASEMENT? YES NO _____ BASEMENT FIXTURES? YES NO _____ GARBAGE DISPOSAL? YES _____ NO
Type of Wastewater System 2590 Red (Initial) PUMP TO 2590 Red (Repair)

I accept the system type and site plan/layout as specified on the Improvement Permit / Construction Authorization.

Owner/Legal Representative Signature: [Signature] Date: 6/20/12

PERMITS CONDITIONS:

- MARK UTILITIES
- RUN Gutters away from system
- SFS PERMIT # 13160 John Steel 4/5/94

AUTHORIZED STATE AGENT: [Signature] DATE: 6/20/12

PERMIT VALID FOR: FIVE YEARS _____ NO EXPIRATION

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirement. This permit is subject to revocation if the site plan, plat, or the intended use changes. The improvement Permit shall not be affected by a change in ownership of the site. This permit is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to conditions of this permit. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit. **As a condition of the permit, the owner and/or applicant must maintain the reference point(s) designed on the site plan/layout until the wastewater system is installed or the permit has expired.**

No Grading or Filling over the Initial Nitrification Field and Repair Areas

SEE ATTACHED CONSTRUCTION AUTHORIZATION FOR SYSTEM SPECIFICATIONS AND SITE PLAN/LAYOUT

16

WILKES COUNTY HEALTH DEPARTMENT

306 College Street, Wilkesboro, NC 28697, Phone: (336) 651-7530, Fax: (336) 651-7562

APPLICATION FOR WASTEWATER AND/OR WELL PERMIT(S)

RAIN
JUN 08 2012

Property Parcel ID# 2204618
Acreage 1.6

Scaled site plan submitted
 Unscaled Site plan submitted

TYPE OF APPLICATION: New Septic New Well New Septic and Well
 Expansion of Existing Septic Inspection of Existing Septic Repair of Existing Septic
 Repair to Existing Well Abandonment of Existing Well

If application is for a Church or Business, we must also have a Fact Sheet and Letter of Intent.

APPLICANT INFORMATION

Jennifer A. Koon Owner	128 South Oakwoods Trace - Wilkesboro, NC	903-8483 H
Derek Goddard Applicant	1305 South College Street Drive - Wilkesboro, NC 28697	928-904-9349
		Justin (Call before site visit)

PROPERTY INFORMATION

128 South Oakwoods Trace	The Greens	Lots 18 & 19
Street Address	Subdivision Name	Section / Phase/ Lot #

Directions to Site: From 421 South take Brushy Mountain Exit turn right at light, turn right on Country Club Road, right onto Fairway Lane, right on Fairway Lane Extension, right on South Oakwoods Trace. House is on the right.

DEVELOPMENT INFORMATION FOR WASTEWATER SYSTEMS

(Required if applying for a septic system permit.)

(Circle One) House Mobile/Modular Home *Business Other (Specify)

Residential Specifications: 5 Existing
Maximum number of bedrooms: 4 Baths: 1 Proposed Toilets
Maximum number of occupants: 4

Basement? Yes No
Plumbing in basement, list fixtures: Toilet
Garbage disposal? Yes No

Non-Residential Type of Structure
IF CHURCH OR BUSINESS:
(ATTACH THE FACT SHEET AND LETTER OF INTENT)

WATER SUPPLY: NEW WELL EXISTING WELL SPRING PUBLIC COMMUNITY WELL

DESIRED SEPTIC SYSTEM TYPES: (Systems should be ranked in order of preference - 1st, 2nd, 3rd, 4th, etc.)

Conventional/Accepted Modified Conventional Innovative Alternative Other (specify) other: _____

The Applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer to any question is "yes", applicant must attach supporting documentation

- Yes No Is the site located in any designated wetlands?
- Yes No Is any wastewater going to be generated on the site other than domestic sewage?
- Yes No Is the site subject to approval by any other public agency?
- Yes No Is the site subject to the 1080 line identified by Corps of Engineers for W. Kerr Scott Dam?
- Yes No Are there any easements or rights of way on the property?

Note: Be sure to sign and date page two of this application.

6/14-SC, want to meet owner out there,
mark utilities, plc

DEVELOPMENT INFORMATION FOR WELLS

(Required if applying for a well permit.)

Well to be used for:

- Individual Well for Residence
- Business
- Shared Well
- Special Use (Foster Homes, Migrant, etc.)
- Other (Specify) _____
- _____ Number of Units on Well
- _____ Number of People Served by Well

**IF CHURCH OR BUSINESS:
(ATTACH THE LETTER OF INTENT)**

The Applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer to any question is "yes", applicant must attach supporting documentation.


- Yes No Are there any storage tanks (above or underground) on this property?
- Yes No Are there any improperly abandoned wells on this property?
- Yes No Are there any unused wells on this property?
- Yes No Are there any existing or proposed wastewater (septic) systems (including repair areas) within 100 feet of proposed well?
- Yes No Are there any other known sources of contamination within 500 feet of the proposed well?

Once issued, the septic and /or well permit is good for a period of five years. Well owners must contact the Health Department when the pump is installed so the final inspection can be done and the Certification of Completion issued. **YOU WILL NOT BE ABLE TO GET PERMANENT ELECTRICAL SERVICE UNTIL THIS STEP IS COMPLETE.** Well owners must contact the Health Department again when power has been turned on to the pump so the water sample can be taken. The Health Department is required to obtain a water sample within thirty (30) days of the issuance of a Certification of Completion if at all possible. You will need to contact us if you wish to have a water sample taken after that time.

**THIS IS THE SECOND PAGE OF A TWO-PAGE APPLICATION FORM.
SIGNATURE AND DATE ARE REQUIRED FOR ALL APPLICATION TYPES.**

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE PERMITS SHALL BECOME INVALID.

I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary evaluations and inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complex site evaluation can be performed.



Signature of Owner, Owner's Authorized Agent, or Legal Representative (required)

6/7/12
Date

MUST PROVIDE DOCUMENTATION TO SUPPORT CLAIM AS OWNER.

OFFICE HOURS ARE 8:30 AM THROUGH 5:00 PM, MONDAY THROUGH FRIDAY. APPLICATIONS ARE TAKEN BETWEEN THE HOURS OF 8:30 AM AND 4:30 PM.

THIS APPLICATION AND FEES PAID WILL BE VALID FOR A PERIOD OF TWELVE MONTHS FROM DATE OF RECEIPT. IF ONE WISHES TO REAPPLY AFTER 12 MONTHS, A NEW APPLICATION MUST BE SUBMITTED. THE ORIGINAL FEE MAY BE APPLIED IF THE ORIGINAL RECEIPT IS SUBMITTED WITH THE NEW APPLICATION.

REFUND WILL REQUIRE THE ORIGINAL RECEIPT.

A REVISIT FEE OF \$100.00 WILL BE CHARGED TO EVALUATE SITES NOT PREPARED AS SPECIFIED ON INSTRUCTION SHEET. PLEASE PREPARE YOUR SITE PLAN ACCORDING TO INSTRUCTIONS BEFORE MAKING AN APPOINTMENT WITH AN ENVIRONMENTAL HEALTH SPECIALIST TO EVALUATE YOUR SITE. ****

REFERENCE NUMBERS

Environmental Health Dept.	651-7530	Register of Deeds	651-7351
Building Inspections	651-7303	Town of North Wilkesboro	667-7129
Mapping Department	651-7309	Town of Wilkesboro	838-3951
Planning Department	651-7350	U.S. Army Corps of Engineers	921-3390

WILKES COUNTY PLANNING DEPARTMENT

COUNTY OFFICE BUILDING - ROOMS 214 & 215

SITE EVALUATION

PROPERTY OWNER: Jennifer Keon DATE: 6-8-12
APPLICANT: - Same - PHONE: _____
ADDRESS: 128 S Oakwoods Terrace Wilkesboro, NC 28697
PARCEL ID #: 82-04618 PIN #: 3866.02-55-9765
ACREAGE: 1.6ac WATERSHED CLASSIFICATION: Wilkesboro ETS
ZONING CLASSIFICATION Wilkesboro ETS

This form is issued by the Wilkes County Planning Department for the purpose of authorizing Jennifer Keon to apply for a site evaluation for an Improvement Permit on the above-described property in order to determine whether said property can be used for commercial or residential purposes. The issuance of this form does not constitute a determination by the Planning Department that the applicant has qualified for any necessary permits for his or her proposed use of the property.

The applicant hereby certifies that the information shown above is correct and that he or she will comply with the provisions of all ordinances adopted by the County of Wilkes and will submit an application or applications for any permits which may be necessary for the proposed use of the property.

APPLICANT'S SIGNATURE

PLANNING DEPARTMENT

Devin Toddard
AGENT'S SIGNATURE

NO PRE - 1976 MOBILE HOME CAN BE TRANSPORTED INTO WILKES COUNTY

BRING A COPY OF TITLE OR CONTRACT TO THE PLANNING DEPARTMENT TO OBTAIN ALL NECESSARY PERMITS

COMMENTS: Town must issue any permits



Wilkes County GeoBlocks



Scale : 1 Inch = 65 Feet.

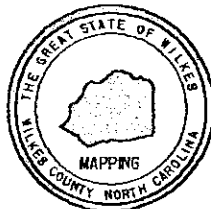
Date : 06/08/2012

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The county nor USI assumes any legal responsibility for the information contained on this map.





**Wilkes County
GeoBlocks**



Scale : 1 Inch = 72 Feet.
Date : 06/08/2012



This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The county nor USI assumes any legal responsibility for the information contained on this map.

**Wilkes County Health Department
Department of Environmental Health
306 College Street, Wilkesboro, NC 28697**

*(All forms requiring a signature must be signed by the owner or authorized agent. This form is required if you are **not** the owner of the property but wish to sign the application and/or pick up the permit; or if you **are** the owner of the property but wish to authorize someone else to sign all forms.)*

AUTHORIZATION TO ACT AS AGENT

I, Jennifer A. Koon, am the legal owner of the property,
(Owner – Print Name)
parcel # 2204618, consisting of 1.6 acres

and located: From 421 South take Brushy Mountain Exit turn right at light, turn right on Country Club Road, turn right onto Fairway Lane, right on Fairway Lane Extension, right on South Oakwoods Trace. House is on the right.

Wilkes County, North Carolina. I do hereby authorize Derek Goddard
(Owner – Print Authorized Agent Name)
to act as an agent on my behalf in applying for and obtaining, from the Wilkes County Environmental Health Office, an Improvement Permit and/or Authorization for Wastewater System Construction and/or Operation Permit for an on-site wastewater treatment and disposal system and/or well construction for the aforementioned property. I agree to abide by any and all decisions and/or conditions between the agent acting on my behalf and the Wilkes County Environmental Health Office.

ATTENTION: Must submit original forms. Form requires four separate signatures. One individual cannot witness both signatures.

<u>Jennifer A. Koon</u> (Signature of Owner or Spouse)	<u>6-7-12</u> (Date)
<u>Derek Goddard</u> (Witness to Signature of Owner or Spouse)	<u>6/7/12</u> (Date)
<u>Derek Goddard</u> (Signature of Authorized Agent)	<u>6/7/12</u> (Date)
<u>Jennifer Edwards</u> (Witness to Signature of Authorized Agent)	<u>6/7/12</u> (Date)

Comments: _____

SEPTIC SITE PLAN DRAWING INSTRUCTIONS

(This form is required for new septic systems only.)

Do not draw your site plan on the map you are submitting.

NOTE: Our Environmental Health Specialists try to position septic tank and tail lines in area you choose. This is why we have you designate this on your site plan. However, if area chosen is not suitable, an alternate area within the two acre site will be evaluated for the septic system.

Your site plan drawing should include all the following items that apply to your site:

- The dimensions of the prepared site.
- The dimensions of the home (including deck) and the preferred location.
- The proposed septic system location.
- The proposed well location.
- The proposed driveway location.
- The reference point.
- The proposed location of any structures or improvements to property, such as (garages, workshops, pools, etc.).
- The location of any existing wells or septic tank systems (including repair area) on your property and on adjoining property within 100' of the site to be evaluated.
- The location of any easements or rights of way on the property.
- The location of any streams, rivers, ponds, etc. on the property.
- The location of any designated wetlands on the property.
- If grading has been done or is to be done, fill material, or where fill material is to be placed is indicated on the drawing.
- **Is your property larger than 2 acres?** Draw the site boundaries and property lines you have flagged on your site plan (see site preparation instructions for new septic systems) and indicate the distance of the site boundaries to the nearest property lines. Also draw an asterisk "*" on the map you are submitting to indicate the location of your site.
- **If applying for a well and septic permit, only one site plan drawing is necessary but must include any items from the septic and well site plan drawing instructions that apply to your site.**
- Directional arrow (North)

By signing this you certify that you have read the above and all that apply are included on your site plan drawing, and accurate measurements have been taken.



Signature of Owner, Owner's Authorized Agent, or Legal Representative



Date

Wilkes County Health Department 13166

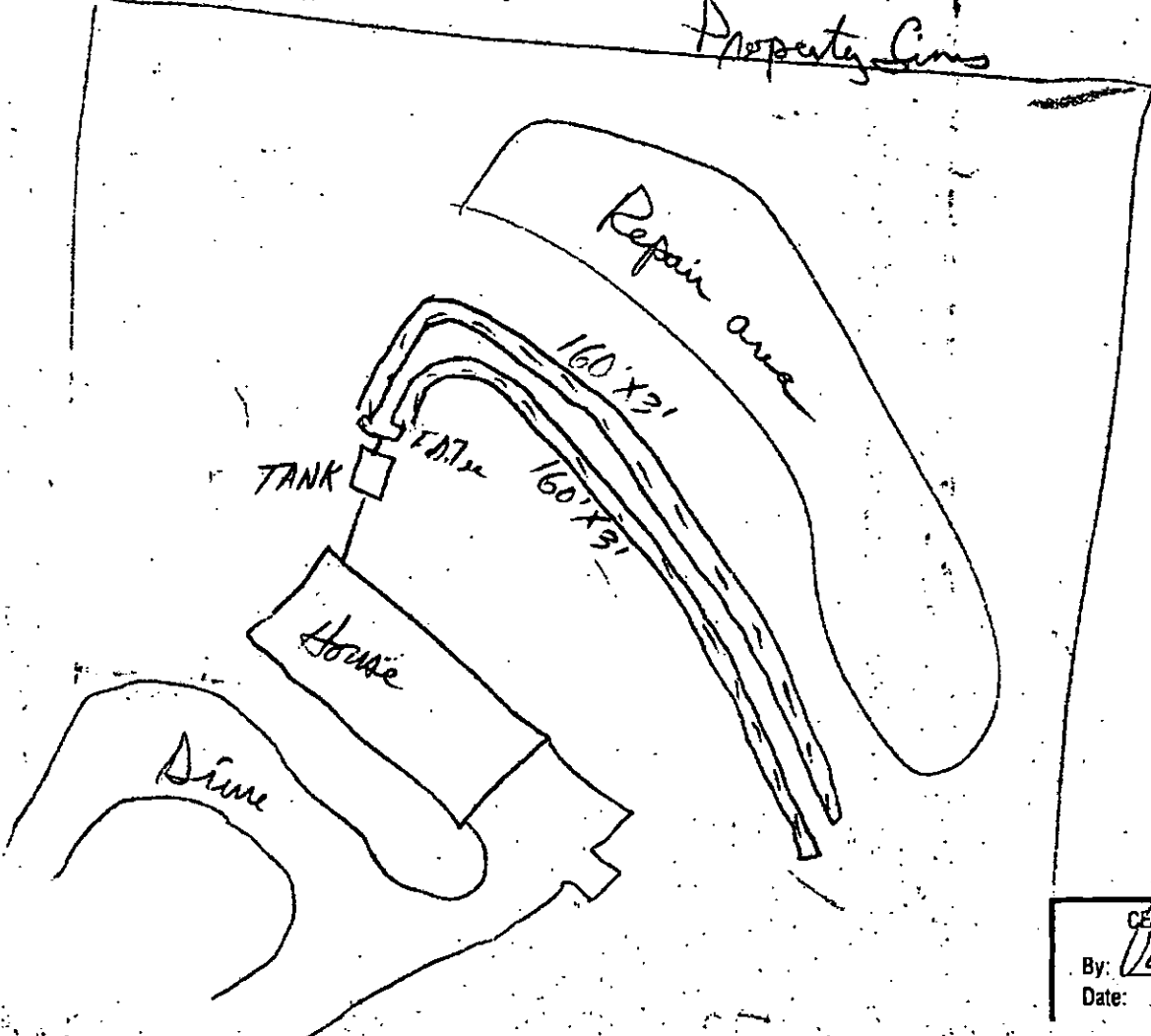
(Septic Tank) Improvements Permit and Certificate of Completion

NAME OF OWNER John Steel Dale Const. #3046 DATE 7-23-93
 ADDRESS OF OWNER P.O. Box 779 Wilkesboro PHONE 667-7161
 SUBDIVISION The Greens LOT NO. 18419
 NEW EXISTING REPAIR PARCEL ID# 2204618

HOUSE MOBILE HOME () BUSINESS () OTHER ()
 NO. BEDROOMS 4 GARBAGE DISPOSAL UNIT Yes
 SIZE OF TANK 1500 LIQUID GALLONS
 NITRIFICATION FIELD: Sq. Ft. 960 LOT SIZE: 1.79 acres
 1. Number of Lines 320' X 3'
 2. Length and Width of Lines:
 a. Bed System _____ ft.
 b. Trench System 160' X 3' ft.
 3. Total Depth of Stone 12" inches.
 WATER SUPPLY: PRIVATE () PUBLIC
 OWNER'S SIGNATURE John Steel
 IMPROVEMENT PERMIT ISSUED BY SANITARIAN
Robert Shepherd

SOIL GROUP: III APPLICATION RATE: 5
 SUITABLE () PROVISIONALLY SUITABLE UNSUITABLE ()
 SITE FACTORS:
 SLOPE (%) _____ S-PS-U
 SOIL TEXTURE (12-48 IN.) _____ SPS-U
 SOIL STRUCTURE (12-48 IN.) _____ SPS-U
 SOIL DEPTH (IN.) _____ SPS-U
 RESTRICTIVE HORIZONS (IN.) _____ SPS-U
 (IMPERVIOUS STRATA, ROCK)
 SOIL DRAINAGE - GROUNDWATER _____ S-PS-U
 EXTERNAL - INTERNAL _____
 SEPTIC TANK CONTRACTOR MUST FOLLOW ALL DETAILS OF THIS PERMIT (LAYOUT)
 INSTALLED BY: John Steel

NOTICE: If any changes are made, this permit is void and another permit must be secured. No part of the sewage system shall be installed in filled dirt, or within 10 feet of any right of way or property lines or less than 100 feet from any water supply. Final approval of a sewage disposal system will indicate that the system has been installed according to the standards set forth in the regulations but shall in no way be taken as a guarantee that the system will function satisfactorily for any given period of time. All solid pipe must be Schedule 40. Construction must comply with all other applicable State and local regulations. PERMIT VOID AFTER 60 MONTHS.



CERTIFICATE OF COMPLETION
 By: Robert Shepherd
 Date: 4-5-94

SOIL/SITE EVALUATION
 for ON-SITE WASTEWATER SYSTEM

OWNER: J.A. Koon

APPLICATION DATE: 6/8/12
 DATE EVALUATED: 6/8/12

ADDRESS: _____
 PROPOSED FACILITY: AB + S PROPOSED DESIGN FLOW (.1949): 480

PROPERTY SIZE: 1.6
 PROPERTY RECORDED: 6/22/12

LOCATION OF SITE: The Greens

WATER SUPPLY: Private Public Well Spring Other

EVALUATION METHOD: Auger Boring Pit Cut TYPE OF WASTEWATER: Sewage Industrial Process Mixed

P R O F I L E #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
1	L 10%	0-48 CL	BR/S/SP	BR/S/SP		48			PS 0.4
2	L 12%	0-48 CL		"		48			PS 0.4
3	L 10%	0-36 CL 36-49 CL + VP		" BR/S/SP		44			PS 0.4
4	L 10%	0-46 CL		"		46 45			PS 0.4 PS 0.4
5	L 13%	0-38 CL 38-49 CL + VP				45			PS 0.4

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM	OTHER FACTORS (.1946): <u>NA</u>
Available Space (.1945)	PS	PS	SITE CLASSIFICATION (.1948): <u>PS</u>
System Type(s)	2590	PUMP TO 2520	EVALUATED BY: <u>B. WILLEVER</u>
Site LTAR	0.4	0.4	OTHER(S) PRESENT: <u>JUSTIN? (6/18/12)</u>

COMMENTS: _____

LEGEND

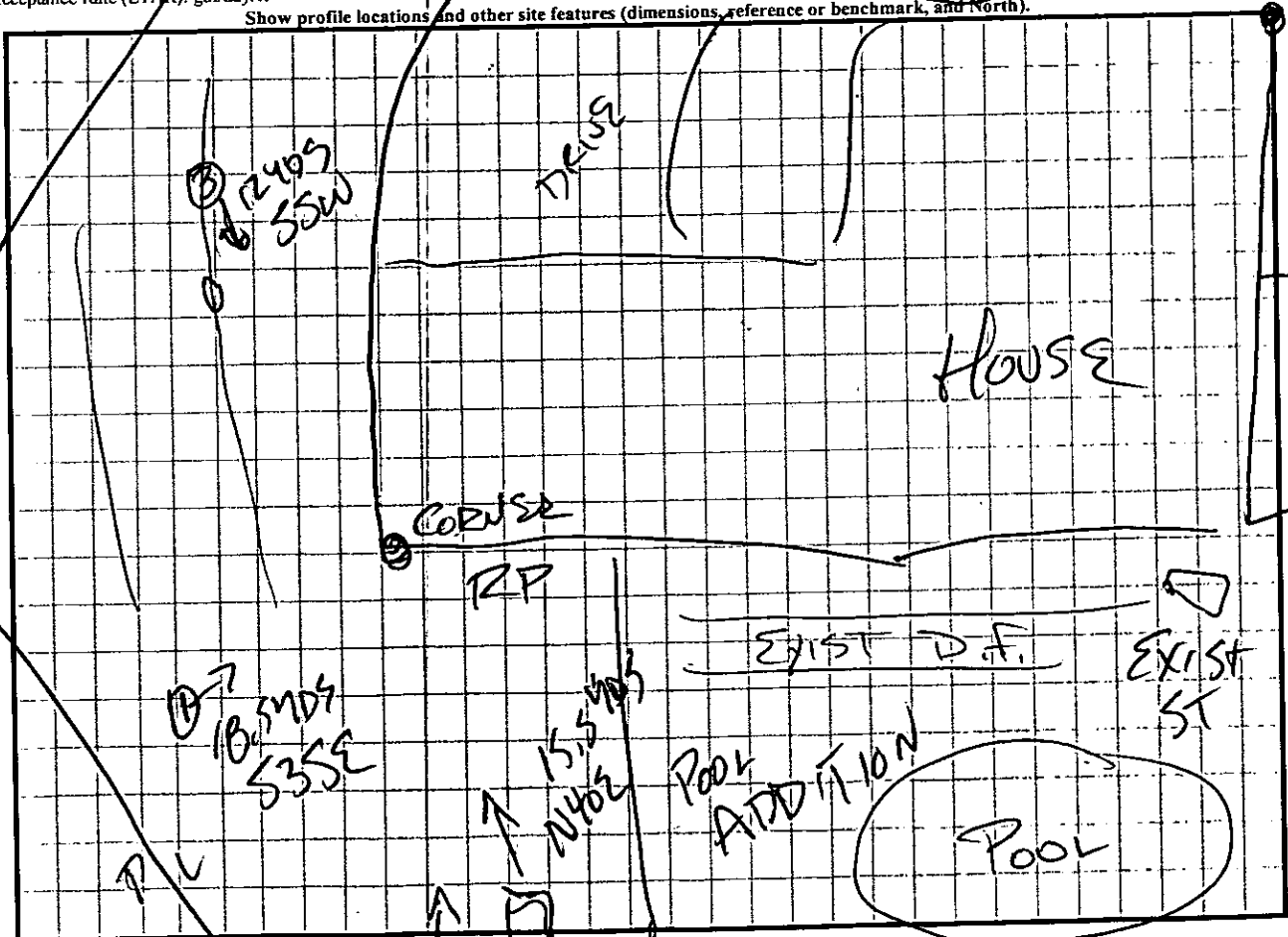
use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL	LPP	MINERALOGY/ CONSISTENCE	STRUCTURE
			.1955 LTAR*	.1957 LTAR*		
CC (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain)
CV (Convex Slope)		LS (Loamy Sand)				M (Massive)
D (Drainage Way)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		CR (Crumb)
DS (Debris Slump)		L (Loam)				GR (Granular)
FP (Flood Plain)	III	Si (Silt)	0.6 - 0.3	0.3 - 0.15		SBK (Subangular Blocky)
FS (Foot Slope)		SiCL (Silty Clay Loam)				ABK (Angular Blocky)
H (Head Slope)		CL (Clay Loam)				PL (Platy)
L (Linear Slope)		SCL (Sandy Clay Loam)				PR (Prismatic)
N (Nose Slope)	IV	SiL (Silt Loam)	0.4 - 0.1	0.2 - 0.05		
R (Ridge)		SC (Sandy Clay)				
S (Shoulder Slope)		SiC (Silty Clay)				
T (Terrace)		C (Clay)				
		O (Organic)	None	None		

*Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

- NOTES**
- HORIZON DEPTH** In inches below natural soil surface
 - DEPTH OF FILL** In inches from land surface
 - RESTRICTIVE HORIZON** Thickness and depth from land surface
 - SAPROLITE** S (suitable) or U (unsuitable)
 - SOIL WETNESS** Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
 - CLASSIFICATION** S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)
- Evaluation of saporlite shall be by pns.
Long-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).



DENR (#####)
Review (#####)

C. CLUB

128

FAIRWAY

SOUTH
OAKWOODS
TRACE

FAIRWAY
EXT.

BREVITY
MTN

165/
185

421