

# LAKE HAMILTON ABSOLUTE TOWNHOME AUCTION



**On-site & Online Auction**

**Thursday | March 26, 2020 | 10:00 A.M.  
110 Eagle View Point | Hot Springs, AR 71913**

**[WilsonAuctioneers.com](http://WilsonAuctioneers.com)**

February 12, 2020

Dear Prospective Buyer:

Majestic Lake Village Townhomes on Lake Hamilton is a desirable, upscale complex built in 2002 with beautifully landscaped common areas. It is conveniently located in Lake Hamilton School District only (5) minutes west of MLK Expressway and less than (15) minutes from Oaklawn Racing Casino Resort. This home is immaculate and move-in ready, consisting of 2,324+/- square feet with (3) or (4) bedrooms, (4) bathrooms, and an attached 2-car garage. The exterior of the townhome is vinyl siding, flagstone and stucco, architectural shingle roof, and wrought iron railings around the multi-level decks.

The **main level** consists of 1,124+/- square feet with tile flooring throughout the open living/dining room with a gas log fireplace and French door access to the wrap-around partially covered 440+/- square foot back deck and gourmet kitchen with custom cabinets and an island/breakfast bar with tile countertops. The built-in appliances include a stainless steel fridge, gas stove, dishwasher, and microwave. The bedroom has carpeting, a tray ceiling, French door access to the back deck, a walk-in closet, a wardrobe closet, and an attached full bathroom with a shower. There is also an entryway closet, front patio sitting area, and the 2-car attached garage with a laundry area is on this level. The **upstairs** consists of 760+/- square feet with (2) carpeted master suites, one with excellent Lake Hamilton views and a private balcony, both with full en-suite bathrooms and walk-in closets. This level also has a hall storage closet. The **downstairs** consists of 440+/- square feet, could be used as a 4th bedroom, game room, or 2nd living area with a full bathroom. There is also an under staircase closet, and access to the covered back patio.

This townhome has central heat and air, and all city utilities. The POA dues are only \$100.00 per month. These units are owner-occupied as the POA does not allow short or long-term rental of the units. **This move-in ready townhome is selling regardless of price on auction day!**

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Doug Westgate**, at (501) 815-4004. We look forward to working with you on auction day at **110 Eagle View Point in Hot Springs, Arkansas at 10:00 a.m. on March 26th.**

A handwritten signature in black ink that reads "Doug Westgate". The signature is written in a cursive style and is positioned above a horizontal line.

Doug Westgate, Agent  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$25,000.00 Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ Offers Prior to Auction are Welcome.

**CLOSING COMPANY:** Lenders Title Company ~ Closing Agent: Shanda Dunlap ~ 110 Ouachita Avenue, Hot Springs, Arkansas 71901 ~ (501) 624-2541 ~ Fax/ 623-4552.

**GENERAL INFORMATION:** Majestic Lake Village Townhomes on Lake Hamilton is a Desirable, Upscale Complex Built in 2002 w/Beautifully Landscaped Common Areas Conveniently Located in Lake Hamilton School District Only 5 Minutes West of MLK Expressway & Less than 15 Minutes from Oaklawn Racing Casino Resort ~ This Home is Immaculate & Move-in Ready, Consisting of 2,324+/- SF w/ 3 or 4 Bedrooms, 4 Bathrooms & an Attached 2-Car Garage ~ Exterior is Vinyl Siding, Flagstone & Stucco, Architectural Shingle Roof & Wrought Iron Railings Around the Multi-level Decks ~ **Main Level** Consists of 1,124+/- SF w/Tile Flooring Throughout the Open Living/Dining Room w/Gas Log Fireplace & French Door Access to the Wrap-around Partially Covered 440+/- SF Back Deck & Gourmet Kitchen w/Custom Cabinets & Island/Breakfast Bar w/Tile Countertops ~ Built-in Appliances Include S/S Fridge, Gas Stove, Dishwasher & Microwave ~ Carpeted Bedroom w/Tray Ceiling, French Door Access to Back Deck, Walk-in Closet, Wardrobe Closet & Attached Full Bathroom w/Shower ~ Entryway Closet ~ Front Patio Sitting Area ~ 2-Car Attached Garage w/Laundry Area ~ **Upstairs** Consists of 760+/- SF w/(2) Carpeted Master Suites, One w/Excellent Lake Hamilton Views & Private Balcony, Both w/Full En-Suite Baths & Walk-in Closets ~ Hall Storage Closet ~ **Downstairs** Consists of 440+/- SF, Could be Used as a 4th Bedroom, Game Room, or 2nd Living Area w/Full Bathroom, Under Staircase Closet & Access to Covered Back Patio ~ Central Heat & Air ~ All City Utilities ~ POA Dues are only \$100/Month ~ These Units are Owner-occupied as the POA Does NOT Allow Short or Long-term Rental of the Units ~ **REMEMBER, THIS MOVE-IN READY TOWNHOME IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!**

**REAL ESTATE TAXES FOR YEAR 2019:** \$2,182.05

**POA DUES:** \$100.00 (per month)

**SCHOOL DISTRICT:** Lake Hamilton

The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, aerals, plats, surveys and expenses, but not limited to, are approximate. Buyers should conduct their own independent investigations and rely only on those results. Neither Wilson Real Estate Auctioneers, Inc. nor the Seller assumes liability for the information provided.

**LEGAL DESCRIPTION:**

The land referred to in this Commitment is described as follows:

**Building No. 11 of Majestic Lake Village Townhomes, according to the Master Deed recorded in Book 2142 at Page 663 and Amendment to Master Deed and By Laws recorded in Book 3276 at Page 675 of the Deed and Mortgage Records of Garland County, Arkansas and Plat in Book 12 at Page 86 of the Plat Records and Amended Plat in Book 3276 at Page 679 of the Deed and Mortgage Records of Garland County, Arkansas. (F/K/A Majestic Lake Village Horizontal Property Regime)**



White River



Seashore Point

Eagle View Point

Eagle View Ct

Sea Shore Point

McDonald Loop

Seashore Point

Camp



110 Eagle View Point

Majestic Lodge Rd

Glenoak Loop

McDonald Loop

Hill Wheatley Boat Ramp

Hill Wheatley Park

Buddy Brews  
On Lake Hamilton

Paradise Cove Marina

Papa John's Pizzeria

John Gibson  
Auto Sales, Inc

Airport Road  
Animal Hospital...

Sonic Drive In

Regions Bank

Beacon Manor  
Condominiums

Fast Track

Mug Shots Express

Diamond Bank

Boatworks Pool Hall

Kraftwood Lodge

Edgewater Res

Activate My  
Google Settings



# WILSON REAL ESTATE AUCTIONEERS, INC.

## TERMS OF AUCTION

Wilson Real Estate Auctioneers, Inc., an Arkansas corporation headquartered at 929 Airport Road, Hot Springs, Arkansas 71913 (telephone 877-243-2289 or 501-624-1825 and facsimile 501-624-3473) and its Arkansas broker, Joe R. Wilson (“Broker”) whose address is 929 Airport Road, Hot Springs, Arkansas 71913 (these parties collectively “Auctioneer”) have contracted with (“Seller”) to offer to sell at public auction (“Auction”) certain real property (“Property”). These terms, plus any additions, deletions, and/or revisions announced by Auctioneer before the commencement of the Auction, represent the exclusive terms for the Auction (“Terms of Auction”).

1. **AGENCY:** Auctioneer is acting exclusively as an agent for Seller and not as an agent for any Bidder or Buyer. No third-party broker is acting as a sub-agent of Auctioneers.
2. **PROPERTY:** The Property is described in the Property Information Packet (“Information Packet”), a copy of which is available from Auctioneer and posted at the Auction.
3. **DUE DILIGENCE:** Seller and Auctioneer do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice and conduct due diligence on the Property, title commitment (available from Auctioneer and posted at the Auction), surrounding area, all information provided by Seller or Auctioneer, “Property Information Packet” (available from Auctioneer, online at [www.wilsonauctioneers.com](http://www.wilsonauctioneers.com), and posted at the Auction), public records, Terms of Auction, Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, matters, problems, and other relevant matters (collectively “Property Issues”). All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Seller and Auctioneer are not required to update any information provided or published and shall have no liability on any basis for failing to do so.
4. **DISCLAIMER:** Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors and employees, shall have no liability on any basis. The Property will be offered in “**AS IS, WHERE IS**” condition. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the Terms of Auction and the Sale Contract.
5. **DISCLOSURES:** The Property will be offered for sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions and matters of record. Maps, depictions and sketches in any materials related to the Property are for illustration purposes only and Seller and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness, Residential dwellings built prior to 1978 may include lead-based paint. Buyer of such property must immediately execute a “Lead-Based Paint Waiver” in favor of Seller to be made part of the Sale Contract, thereby waiving Buyer’s right to conduct any risk assessment or inspection for lead-based paint hazards. Every Bidder should read and understand the lead hazard information pamphlet provided and the “Lead Warning Statement” in the Sale Contract.
6. **REGISTRATION:** Any competent adult with a satisfactory photo identification who properly registers and complies with the Terms of Auction may bid. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem for Seller or Auctioneer. Bidder must present a cashier’s check in the amount specified under “Terms on Real Estate” to Auctioneer at registration. This must be in the form of cashier’s check, made payable to Bidder. Any person intending to bid on behalf of another must present Auctioneer with an executed, enforceable, recorded and unexpired power of attorney which is subject to Auctioneer’s approval. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

7. **BUYER'S PREMIUM:** A ten-percent (10.00%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the selling price for the Property ("total contract price").
8. **AUCTION:** Auctioneer's discretion includes, but is not limited to, the auction method, bid-calling, bid increments and determining the buyer. The decision of Auctioneer is final regarding all matters that arise before, during, or after the Auction. Seller shall not bid, unless the auction is ordered by the court. Bidder shall not retract any bid. Bidder's purchase shall be considered a single transaction whether of the whole or a fraction of the Property. The sale of any fraction of the Property shall not be contingent upon the sale of any other portion thereof, whether purchased by the same Buyer or not.
9. **SALE CONTRACT:** This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer shall immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to the sale of the Property. Any Buyer purchasing on behalf of a business or arm of government ("artificial person") shall immediately execute the Sale Contract in both the artificial person's and buyer's names, until such time as the artificial person presents Auctioneer with acceptable, written evidence of the artificial person's good standing in its state of formation, plus written authority, in a form acceptable to Auctioneer, agreeing to be bound by the Sale Contract. The Terms of Auction are incorporated into the Sale Contract which defines the entire agreement between Seller and Buyer. The Terms of Auction complement the Sale Contract and, in the event of any conflict between them, the Sale Contract shall control in all instances. Buyer shall execute the Sale Contract and no addition, deletion, or revision shall be permitted.
10. **DEPOSIT:** Buyer shall immediately pay to Wilson Real Estate Auctioneers, Inc. a cashier's check in the amount specified under "Terms on Real Estate". If for any reason Buyer fails to timely execute the Sale Contract or pay the deposit, Seller has sole discretion, to: (a) pursue all legal and equitable remedies available against Buyer, or (b) declare Buyer's bid to be immediately forfeited, null and void, without any requirement of notice, and immediately re-sell the Property to another buyer.
11. **ARBITRATION:** Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Auctioneer, in any combination, whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. The parties waive the right to any legal action and trial by jury. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, shall initially be paid equally by them. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. All aspects of any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration must be commenced within two (2) years from the date when the cause of arbitration accrues, or it will be forever barred. The right of arbitration shall accrue, and the two (2) year limitation period shall begin to run on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.
12. **CHOICE OF LAW, JURISDICTION AND VENUE:** Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the County of Garland in the State of Arkansas.
13. **MISCELLANEOUS:** The Terms of Auction shall bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction shall be made, except by Auctioneer's written revision or announcement at the Auction.
14. **OFFERS:** If an offer is submitted to the seller during the marketing period or the online bidding time period, the seller reserves the right to cancel the auction at his / her discretion.



**ATTENTION: HOT SPRINGS TOWNHOME BUYERS & REAL ESTATE INVESTORS!**

**Move-in Ready 3 or 4 Bedroom/ 4 Bath, Majestic Lake Village Townhome on Lake Hamilton ~ Gated Complex ~ 2,324+/- SF, 3-Story Home w/ 2-Car Attached Garage ~ Live, Online Bidding Available ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

**LAKE HAMILTON**

**ABSOLUTE TOWNHOME AUCTION**

**THURSDAY ~ MARCH 26, 2020 ~ 10:00 A.M.**

**110 EAGLE VIEW PT. ~ HOT SPRINGS, AR 71913**

**DIRECTIONS:** From the Airport Rd./HWY 70 Exit off MLK EXPWY in Hot Springs, go 1.5 Mi. West on Airport Rd. & Turn Right onto Majestic Lodge Rd. ~ Follow Majestic Lodge Rd. for 3/4 Mi. & Turn Right onto Gleneagle Loop ~ Immediately Turn Left onto McDonald Loop & go 1/4 Mi. ~ Watch for Security Gated Entrance into Majestic Lake Village at the beginning of Eagle View Point.

**REAL ESTATE DESCRIPTION:** Majestic Lake Village Townhomes on Lake Hamilton is a Desirable, Upscale Complex Built in 2002 w/Beautifully Landscaped Common Areas Conveniently Located in Lake Hamilton School District Only 5 Minutes West of MLK Expressway & Less than 15 Minutes from Oaklawn Racing Casino Resort ~ This Home is Immaculate & Move-in Ready, Consisting of 2,324+/- SF w/ 3 or 4 Bedrooms, 4 Bathrooms & an Attached 2-Car Garage ~ Exterior is Vinyl Siding, Flagstone & Stucco, Architectural Shingle Roof & Wrought Iron Railings Around the Multi-level Decks ~ **Main Level** Consists of 1,124+/- SF w/Tile Flooring Throughout the Open Living/Dining Room w/Gas Log Fireplace & French Door Access to the Wrap-around Partially Covered 440+/- SF Back Deck & Gourmet Kitchen w/Custom Cabinets & Island/Breakfast Bar w/Tile Countertops ~ Built-in Appliances Include S/S Fridge, Gas Stove, Dishwasher & Microwave ~ Carpeted Bedroom w/Tray Ceiling, French Door Access to Back Deck, Walk-in Closet, Wardrobe Closet & Attached Full Bathroom w/Shower ~ Entryway Closet ~ Front Patio Sitting Area ~ 2-Car Attached Garage w/Laundry Area ~ **Upstairs** Consists of 760+/- SF w/(2) Carpeted Master Suites, One w/Excellent Lake Hamilton Views & Private Balcony, Both w/Full En-Suite Baths & Walk-in Closets ~ Hall Storage Closet ~ **Downstairs** Consists of 440+/- SF, Could be Used as a 4th Bedroom, Game Room, or 2nd Living Area w/Full Bathroom, Under Staircase Closet & Access to Covered Back Patio ~ Central Heat & Air ~ All City Utilities ~ POA Dues are only \$100/Month ~ These Units are Owner-occupied as the POA Does NOT Allow Short or Long-term Rental of the Units ~ **REMEMBER, THIS MOVE-IN READY TOWNHOME IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

**AUCTIONEER'S NOTE:** If you're looking for a move-in ready townhome with Lake Hamilton views and only minutes from everything in Hot Springs, in a gated complex as a weekender, vacation property, or full-time residence, don't miss this opportunity!

**TERMS ON REAL ESTATE:** \$25,000.00 Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome.**

**INSPECTION:** Townhome can be Inspected **Anytime** ~ Contact Agents, **Doug Westgate at 501-815-4004/ [doug@wilsonauctioneers.com](mailto:doug@wilsonauctioneers.com)** or **Gladys Webb at 501-766-0605/ [gladys@wilsonauctioneers.com](mailto:gladys@wilsonauctioneers.com)** to View Today! ~ Doors Open & Auctioneers will be On-site at 9:00 a.m. on Auction Day.

*Announcements made day of sale take precedence over printed material.*

**WILSON REAL ESTATE AUCTIONEERS, INC.**

*Leading Real Estate Auctioneers "Since 1961"*

501-624-1825 \* PB00000481, Joe Wilson

**WEBSITE: [WilsonAuctioneers.com](http://WilsonAuctioneers.com) - AAL #4**