FAIRWAYS AT CENTENNIAL VALLEY COUNTRY CLUB LUXURY HOME AUCTION





On-site & Online Auction

Wednesday | June 17, 2020 | 2:00 P.M. 5090 Oakhurst Way | Conway, AR 72034

WilsonAuctioneers.com/Conway

Dear Prospective Buyer:

Located in Centennial Valley's exclusive The Fairways Subdivision; this 5,118+/- square foot, 4 bedroom/ 3 full bath, and 2 half bath home, and 1,800+/- square foot, 2 bedroom/ 1.5 bath pool/guest house sits on a large 0.68+/- acre corner lot. The lot is adjacent to the 11th hole fairway overlooking the pond below #15 green. This home built in the year 2013 is move-in ready and features solid wood crown, base, and window casing/trim throughout the house. There are Pella windows and doors, (3) tankless water heaters, and (4) HVAC units. Plus, there are a large back porch on both the home and guest house, (2) circle drives, (2) double garages, a saltwater pool, entertaining outdoor area, and a basketball court.

The first floor contains a large living area, office with durable wood look tile, formal dining room, solid oak staircase, and granite flooring, and the kitchen has an eat-in breakfast area. The split plan with Mother-in-law/teen quarters has a circle drive entrance, living area, and full bathroom. The kitchen features Thermador stainless appliances including a 6-burner gas cooktop, double ovens, dishwasher, oversized side-by-side refrigerator/freezer, trash compactor, and a microwave. The solid wood cabinets have soft close drawers, and there is a Scotsman under-counter ice maker. There are granite tile floors, wood-look tile, and carpet throughout this level. The huge master suite features a sitting area with a granite top wet bar and tray ceilings. And, the En Suite bathroom offers large his/her walk-in closets, his/her vanities with a separate makeup vanity, a corner tub, and a large walk-in shower with dual showerheads. The **second floor** of this amazing home has 2 bedrooms with a Jack and Jill bathroom and a 3rd room currently set up for a home gym. There is also a 1/2 bath in the hallway, and (2) walk-in attic access points with storage shelving.

The **guest house/pool house** is an 1,800+/- square foot, 2 bedroom/ 1.5 bath home featuring an open entertaining room on the main floor with a full kitchen and bar. With 2 bedrooms and 1 full bathroom upstairs makes plenty of room for guests. There is an entertaining outdoor area featuring a covered outdoor kitchen with a wood burning fireplace, custom saltwater pool, and basketball court.

The POA dues are \$250.00 per year for this property. This stunning estate in the Fairways at Centennial Valley 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, **Peter Guerin II**, at (501) 733-6795. We look forward to working with you on auction day at 5090 Oakhurst Way in Conway, Arkansas at 2:00 p.m. on June 17th.

Peter Guerin, Agent

Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

<u>LEGAL DESCRIPTION:</u> Lot 22, the Fairways at Centennial Subdivision, Phase I, to the City of Conway, Arkansas, as shown on plat of record in Plat Book K at Page 89, records of Faulkner County, Arkansas.

TERMS AND CONDITIONS: \$50,000.00 Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome!**

<u>CLOSING COMPANY:</u> Waco Title Company ~ Closing Agent: Stephanie Nicholson ~ 701 Locust Street, Conway, Arkansas 72034 ~ (501) 548-3245 ~ Fax/ 548-3254.

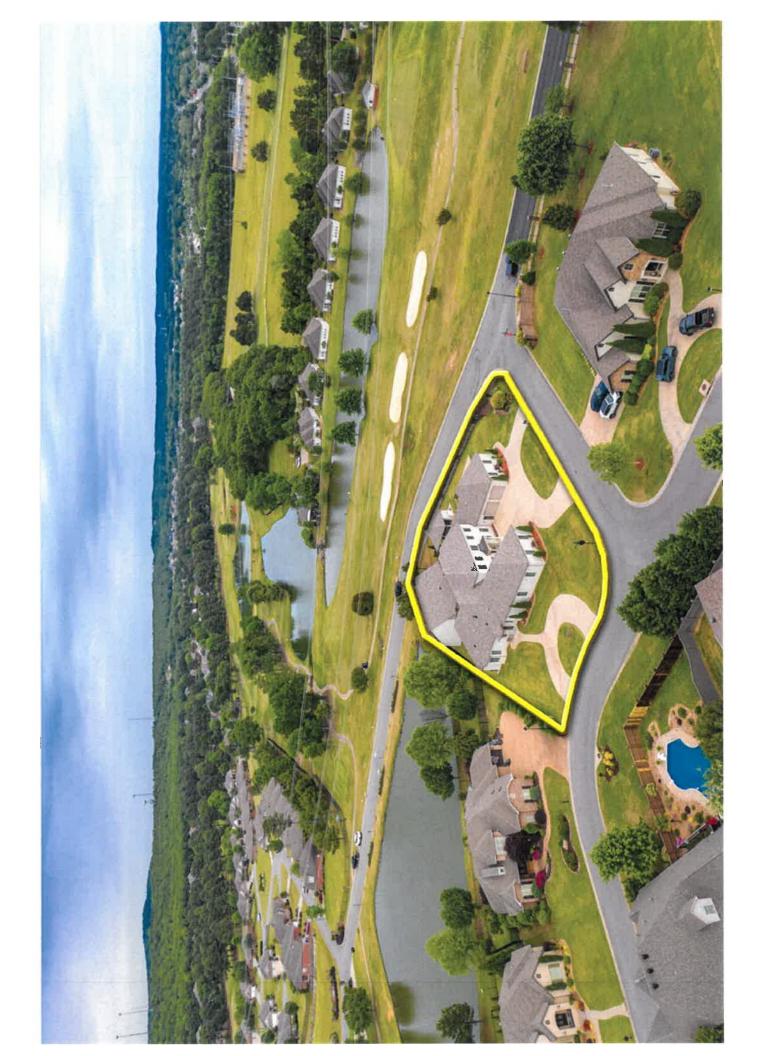
GENERAL INFORMATION: Located in Centennial Valley's Exclusive The Fairways Subdivision; This 5,118+/- SF, 4 Bedroom/ 3 Full Bath/ 2 Half Bath Home & 1,800+/- SF, 2BR/ 1.5BA Pool/Guest House, Sits on a Large 0.68+/- Acre Corner Lot Adjacent to the 11th Hole Fairway Overlooking the Pond below #15 Green ~ Built in 2013, This Home is Move-in Ready & Features Solid Wood Crown, Base & Window Casing/Trim Throughout the House ~ Pella Windows & Doors ~ (3) Tankless Water Heaters ~ (4) HVAC Units ~ Large Back Porch on Both Home & Guest House, (2) Circle Drives, (2) Double Garages, Saltwater Pool, Entertaining Outdoor Area & Basketball Court ~ First Floor: This Level Contains a Large Living Area, Office w/Durable Wood-look Tile, Formal Dining Room, Solid Oak Staircase & Granite Flooring ~ Kitchen w/an Eat-in Breakfast Area ~ Split Plan w/a Mother-in-Law/Teen Quarters w/its Own Circle Drive Entrance, Living Area & Full Bath ~ Kitchen Features Thermador Stainless Appliances Including a 6-burner Gas Cooktop, Double Ovens, Dishwasher, Oversized Side-by-Side Refrigerator/Freezer, Trash Compactor & Microwave ~ Solid Wood Cabinets w/Soft Close Drawers & Scotsman Under-counter Ice Maker ~ First Floor has Granite Tile Flooring, Woodlook Tile & Carpet Throughout ~ Huge Master Suite Features a Sitting Area w/Granite Top Wet Bar & Tray Ceilings ~ En Suite Bathroom has Large His/Her Walk-in Closets, His/Her Vanities w/a Separate Makeup Vanity, Corner Tub & Large Walk-in Shower w/Dual Showerheads ~ Second Floor: The Second Level of this Amazing Home has 2 Bedrooms w/Jack & Jill Bath & a 3rd Room Currently Set Up for a Home Gym ~ 1/2 Bath in the Hallway ~ (2) Walk-in Attic Access Points w/Storage Shelving ~ GUEST HOUSE/POOL HOUSE: 1,800+/- SF, 2BR/ 1.5BA Home Featuring an Open Entertaining Room on the Main Floor w/Full Kitchen & Bar ~ 2 Bedrooms & 1 Full Bath Upstairs makes Plenty of Room for Guests ~ Entertaining Outdoor Area Features a Covered Outdoor Kitchen w/Wood Burning Fireplace, Custom Saltwater Pool & Basketball Court ~ POA Dues are \$250.00 Per Year ~ REMEMBER, IT'S SELLING REGARDLESS OF PRICE ON AUCTION DAY!

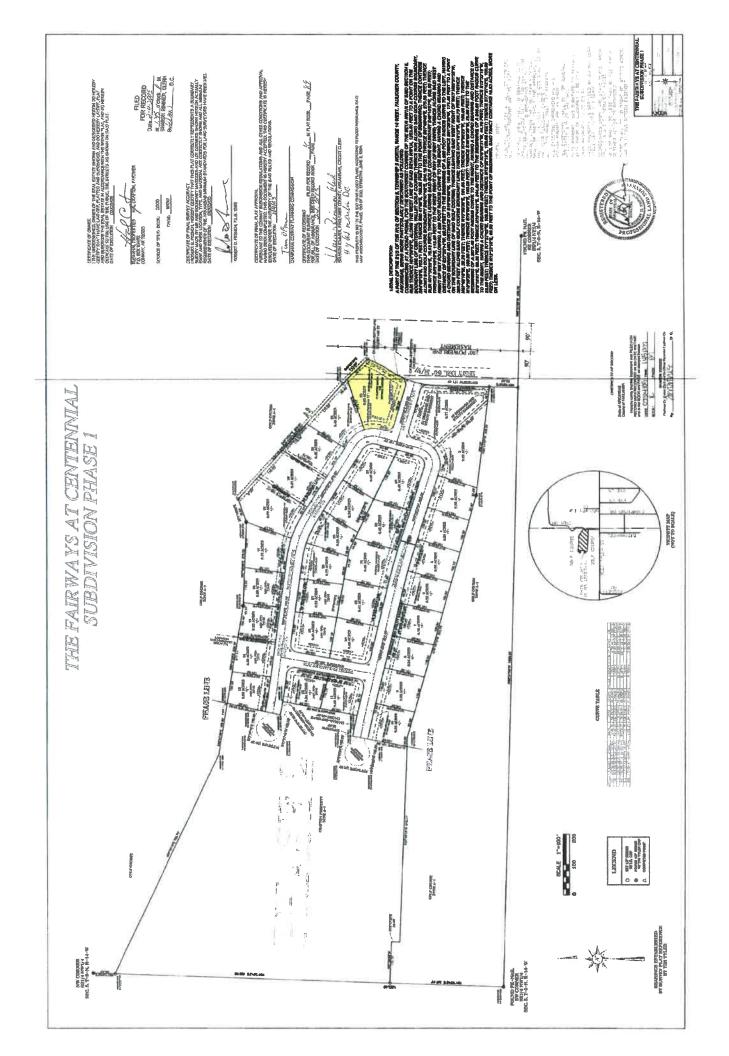
REAL ESTATE TAXES FOR YEAR 2019: \$8,786.18

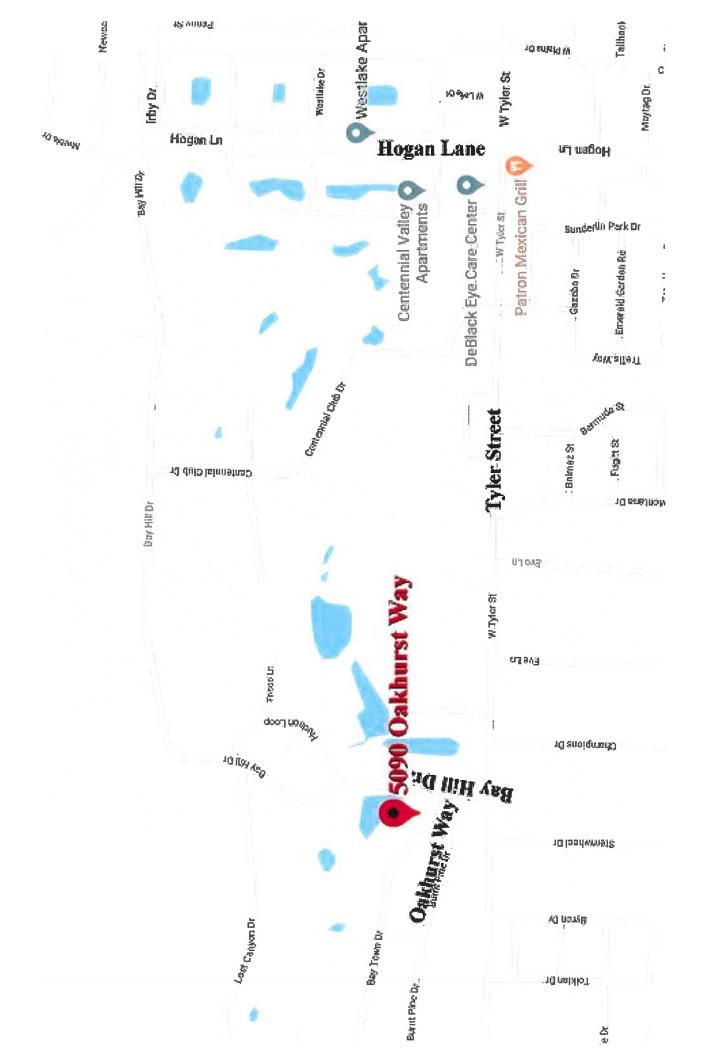
POA DUES: \$250.00 (Per Year)

<u>SCHOOL DISTRICT:</u> Woodrow Cummins Elementary, Ruth Doyle Intermediate, Conway Junior High, Conway High School

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, aerials, 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.







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, 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 administrated 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.

Stunning Estate in The Fairways at Centennial Valley ~ 5,118+/- SF, 4BR/ 3 Full BA/ 2 Half BA Home ~ 1,800+/- SF, 2BR/ 1.5BA Pool/Guest House ~ Saltwater Pool ~ Outdoor Kitchen Entertainment Area ~ Mother-in-Law Quarters w/Separate Entrance ~ (2) Double Garages ~ Live, Online Bidding Available ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

FAIRWAYS AT CENTENNIAL VALLEY COUNTRY CLUB LUXURY HOME AUCTION

WEDNESDAY ~ JUNE 17, 2020 ~ 2:00 P.M. 5090 OAKHURST WAY ~ CONWAY, AR 72034

<u>DIRECTIONS:</u> From the Intersection of Hogan Ln. & Tyler St. in Conway, Travel West on Tyler St. 0.9 Mi. ~ Turn Right onto Bay Hill Dr. & Immediately Turn Left into The Fairways ~ First Home on the Right.

REAL ESTATE DESCRIPTION: Located in Centennial Valley's Exclusive The Fairways Subdivision; This 5,118+/- SF, 4 Bedroom/ 3 Full Bath/ 2 Half Bath Home & 1,800+/- SF, 2BR/ 1.5BA Pool/Guest House, Sits on a Large 0.68+/- Acre Corner Lot Adjacent to the 11th Hole Fairway Overlooking the Pond below #15 Green ~ Built in 2013, This Home is Move-in Ready & Features Solid Wood Crown, Base & Window Casing/Trim Throughout the House ~ Pella Windows & Doors ~ (3) Tankless Water Heaters ~ (4) HVAC Units ~ Large Back Porch on Both Home & Guest House, (2) Circle Drives, (2) Double Garages, Saltwater Pool, Entertaining Outdoor Area & Basketball Court ~ First Floor: This Level Contains a Large Living Area, Office w/Durable Wood-look Tile, Formal Dining Room, Solid Oak Staircase & Granite Flooring ~ Kitchen w/an Eat-in Breakfast Area ~ Split Plan w/a Mother-in-Law/Teen Quarters w/its Own Circle Drive Entrance, Living Area & Full Bath ~ Kitchen Features Thermador Stainless Appliances Including a 6-burner Gas Cooktop, Double Ovens, Dishwasher, Oversized Side-by-Side Refrigerator/Freezer, Trash Compactor & Microwave ~ Solid Wood Cabinets w/Soft Close Drawers & Scotsman Under-counter Ice Maker ~ First Floor has Granite Tile Flooring, Wood-look Tile & Carpet Throughout ~ Huge Master Suite Features a Sitting Area w/Granite Top Wet Bar & Tray Ceilings ~ En Suite Bathroom has Large His/Her Walk-in Closets, His/Her Vanities w/a Separate Makeup Vanity, Corner Tub & Large Walk-in Shower w/Dual Showerheads ~ Second Floor: The Second Level of this Amazing Home has 2 Bedrooms w/Jack & Jill Bath & a 3rd Room Currently Set Up for a Home Gym ~ 1/2 Bath in the Hallway ~ (2) Walk-in Attic Access Points w/Storage Shelving ~ GUEST HOUSE/POOL HOUSE: 1,800+/- SF, 2BR/ 1.5BA Home Featuring an Open Entertaining Room on the Main Floor w/Full Kitchen & Bar ~ 2 Bedrooms & 1 Full Bath Upstairs makes Plenty of Room for Guests ~ Entertaining Outdoor Area Features a Covered Outdoor Kitchen w/Wood Burning Fireplace. Custom Saltwater Pool & Basketball Court ~ POA Dues are \$250.00 Per Year ~ REMEMBER, IT'S SELLING REGARDLESS OF PRICE ON AUCTION DAY! ~ Offers Prior to Auction Day are Welcome! ~ For Additional Information, Aerial Photos, Plat Map & Online Bidding Instructions, Visit WilsonAuctioneers.com/Conway or Contact our Office at 501-624-1825.

<u>TERMS ON REAL ESTATE:</u> \$50,000.00 Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium ~ <u>Offers Prior to Auction Day are Welcome!</u>

INSPECTION: Home Shown by Appointment Only, or <u>OPEN HOUSE</u>: on Sunday, June 14th, from 1:00 p.m. until 3:00 p.m. ~ Contact Agent, *Peter Guerin II at 501-733-6795/ peter@wilsonauctioneers.com* with Questions ~ Auctioneers will be On-site at 1:00 p.m. Day of Auction.

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/Conway - AAL #4