ABSOLUTE CENTENNIAL VALLEY GOLF COURSE HOME AUCTION





On-site & Online Auction

Thursday | December 10, 2020 | 11:00 A.M. 4675 Sawgrass Cove | Conway, Arkansas 72034

WilsonAuctioneers.com

Dear Prospective Buyer:

This property is in the exclusive Centennial Valley Subdivision, and the wonderful home sits in a large quiet cul-de-sac lot overlooking Centennial Valley Country Club's 17th tee box. The house contains 5,053+/- square feet with (4) bedrooms/ (3.5) bathrooms built in 2002 with attention to quality construction. This home's entry-level offers tongue and groove 3/4 inch hardwood floors, a large formal dining room, a living room with beautiful hardwood builtins, and a fireplace surrounded with custom granite and wood. The kitchen has black granite countertops, a large cooking island with storage, and a large hardwood cabinetry/breakfast area. There is a room off the kitchen, currently used as an office/library with an entire wall of built-ins and a custom desk space. The laundry room and half bath are off the kitchen.

This home's main level contains the master suite offering a spacious bathroom with dual vanities, including a makeup vanity, whirlpool tub, walk-in shower, and lots of storage. The large master closet has island storage and floor-to-ceiling storage shelving. There is a large deck off the main level with a covered gazebo overlooking the golf course with a wonderful view of the pond between the 10th and 17th holes.

The second level has a hardwood hallway leading to (3) large bedrooms and a spacious game room area with a wet bar. This level has one bedroom currently set up as a media area with a large bathroom suite containing a large walk-in closet. There is a large bedroom at the end of the hall with an en-suite bathroom and a 125+/- square foot closet. This level also has an 800+/- square foot walk-in storage area above the garage with stair access from the garage that is 75% studded out and would be easy to finish for another large bedroom(s).

This home has a 4-car garage with stair access to the 2nd level. The large cul-de-sac lot this home is on has mature landscaping and a great backyard. This house was built with 2x6 inch studs, real redwood siding, all Pella windows, and built to last. The home is move-in ready, and with a cosmetic update would be a fantastic investment. Do not miss your chance to own a home on the golf course! This property is selling regardless of price to the highest bidder 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 4675 Sawgrass Cove in Conway, Arkansas, at 11:00 a.m. on December 10th.

Peter Guerin II, Agent

Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: Lot 55, Centennial Valley Community Phase I, to the City of Conway, Arkansas, as shown on plat of record, in Plat Book J at Page 91, 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 ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ 10% Buyer's Premium ~ Offers Prior to Auction Day are Welcome.

<u>CLOSING COMPANY:</u> Waco Title Company ~ Closing Agent: Stephanie Nicholson (<u>snicholson@wacotitle.com</u>) ~ 701 Locust St., Conway, Arkansas 72034 ~ (501) 548-3201 ~ Fax/548-3254.

GENERAL INFORMATION: Located in the Exclusive Centennial Valley Subdivision ~ This Wonderful Home Sits in a Large Quiet Cul-De-Sac Lot Overlooking Centennial Valley Country Club's 17th Tee Box ~ 5,053+/- SF, 4BR/ 3.5BA Home, Built in 2002 w/Attention to Quality Construction ~ The Entry-level of Home Offers Tongue & Groove 3/4 Inch Hardwood Floors, a Large Formal Dining Room, a Living Room w/Beautiful Hardwood Built-ins & a Custom Granite & Wood Fireplace Surround ~ Kitchen has Black Granite Countertops, a Large Cooking Island w/Storage & an Abundant Hardwood Cabinetry/Breakfast Area ~ Off the Kitchen is a Room Currently Used as an Office/Library w/an Entire Wall of Built-ins & Custom Desk Space ~ Laundry Room & Half Bath off the Kitchen ~ Main Level: Master Suite Offers a Spacious Bathroom w/Dual Vanities w/Makeup Vanity, Whirlpool Tub, Walk-in Shower & Lots of Storage ~ Large Master Closet has Island Storage & Floor-to-Ceiling Storage Shelving ~ Large Deck off the Main Level has a Covered Gazebo Overlooking the Golf Course w/a Wonderful View of the Pond between the 10th & 17th Holes ~ Second Level: The Hardwood Hallway Leads to (3) Large Bedrooms & a Spacious Game Room Area w/Wet Bar ~ One Bedroom Currently Set up as a Media Area w/Large Bathroom Suite w/a Large Walk-in Closet ~ Large Bedroom at the End of the Hall has an En-Suite Bathroom w/a 125+/-SF Closet ~ This Level Also has an 800+/- SF Walk-in Storage Area Above the Garage w/Stair Access from the Garage that is 75% Studded Out & Would be Easy to Finish for Another Large Bedroom(s) ~ Home has a 4-Car Garage w/Stair Access to the 2nd Level ~ The Large Cul-De-Sac Lot has Mature Landscaping & a Great Backyard ~ This House was Built w/ 2x6 Inch Studs, Real Redwood Siding, All Pella Windows & Built to Last ~ Home is Move-in Ready & w/a Cosmetic Update Would be a Fantastic Investment ~ Do Not Miss your Chance to Own a Home on the Golf Course! ~ POA Dues are \$250.00 Annually ~ REMEMBER, IT'S SELLING REGARDLESS OF PRICE ON AUCTION DAY!

REAL ESTATE TAXES FOR YEAR 2019: \$4,623.00

POA DUES: \$250.00 (Annually)

<u>SCHOOL DISTRICT:</u> Conway: Woodrow Cummings Elementary, Ruth Doyle Middle School, Conway Junior High and 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.

Wonderful Golf Course Estate in Centennial Valley Subdivision ~ 5,053+/- SF, 4BR/ 3.5BA Home ~ 4-Car Garage ~ Sits Adjacent to the 17th Tee Box Overlooking a Large Pond ~ Large Cul-De-Sac Lot ~ Also Selling Furniture, Antiques, Christmas Collectibles & More, ONLINE ONLY, Through the Wilson Auctioneers Bidding App ~ Live & Online Bidding Available on the Real Estate ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

ABSOLUTE CENTENNIAL VALLEY GOLF COURSE HOME AUCTION

THURSDAY ~ DECEMBER 10, 2020 ~ 11:00 A.M. 4675 SAWGRASS COVE ~ CONWAY, AR 72034

<u>DIRECTIONS:</u> From the Main Entrance to Centennial Valley on Tyler Street, Follow Centennial Club Drive to Sawgrass Cove & Turn Left ~ Watch for Signs & Home in the Cul-De-Sac.

REAL ESTATE DESCRIPTION: Located in the Exclusive Centennial Valley Subdivision ~ This Wonderful Home Sits in a Large Quiet Cul-De-Sac Lot Overlooking Centennial Valley Country Club's 17th Tee Box ~ 5,053+/- SF, 4BR/ 3.5BA Home, Built in 2002 w/Attention to Quality Construction ~ The Entry-level of Home Offers Tongue & Groove 3/4 Inch Hardwood Floors, a Large Formal Dining Room, a Living Room w/Beautiful Hardwood Built-ins & a Custom Granite & Wood Fireplace Surround ~ Kitchen has Black Granite Countertops, a Large Cooking Island w/Storage & an Abundant Hardwood Cabinetry/Breakfast Area ~ Off the Kitchen is a Room Currently Used as an Office/Library w/an Entire Wall of Built-ins & Custom Desk Space ~ Laundry Room & Half Bath off the Kitchen ~ Main Level: Master Suite Offers a Spacious Bathroom w/Dual Vanities w/Makeup Vanity, Whirlpool Tub, Walk-in Shower & Lots of Storage ~ Large Master Closet has Island Storage & Floor-to-Ceiling Storage Shelving ~ Large Deck off the Main Level has a Covered Gazebo Overlooking the Golf Course w/a Wonderful View of the Pond between the 10th & 17th Holes ~ Second Level: The Hardwood Hallway Leads to (3) Large Bedrooms & a Spacious Game Room Area w/Wet Bar ~ One Bedroom Currently Set up as a Media Area w/Large Bathroom Suite w/a Large Walk-in Closet ~ Large Bedroom at the End of the Hall has an En-Suite Bathroom w/a 125+/- SF Closet ~ This Level Also has an 800+/- SF Walk-in Storage Area Above the Garage w/Stair Access from the Garage that is 75% Studded Out & Would be Easy to Finish for Another Large Bedroom(s) ~ Home has a 4-Car Garage w/Stair Access to the 2nd Level ~ The Large Cul-De-Sac Lot has Mature Landscaping & a Great Backyard ~ This House was Built w/ 2x6 Inch Studs, Real Redwood Siding, All Pella Windows & Built to Last ~ Home is Move-in Ready & w/a Cosmetic Update Would be a Fantastic Investment ~ Do Not Miss your Chance to Own a Home on the Golf Course! ~ POA Dues are \$250.00 Annually ~ REMEMBER, IT'S SELLING REGARDLESS OF PRICE ON AUCTION DAY! ~ Also Offering a House Full of Fine Furnishings, Collection of Christmas Villages, Late Model GMC Truck, Motorcycle & Much More, ONLINE ONLY. Through the Wilson Auctioneers App ~ Offers Prior to Auction Day on the Real Estate are Welcome ~ For Additional Information, Aerial Photos, Plat Map & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

TERMS ON REAL ESTATE: \$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!

INSPECTION: Home Shown by Appointment Only or (SPECIAL INSPECTION) Sunday, December 6th, 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 9:30 a.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 - AAL #4