



PROPERTY INFORMATION PACKAGE

LENDER ORDERED AUCTION

**RESIDENTIAL LOT
ENCHANTED WOODS SUBDIVISION
BLAIRSVILLE, GEORGIA**

ONLINE ONLY

**Auction Date:
June 7th, 2017
4:00 p.m.**

All Bidding Subject to "Dynamic Close" Auto Extend



LOT 7
ENCHANTED WOODS SUBDIVISION
BLAIRSVILLE, GEORGIA



- Off Murphy Highway, Blairsville, GA
- 2.04 ± Acre Residential Tract
- Lot 7 Enchanted Woods
- Beautiful Mountain View Lot
- Great Location
- Minutes from Downtown Blairsville

Union County Tax Assessor's Parcel Number: 052 004 A07

GPS Coordinates: 34° 56'27.69"

-84° 2'20.50"

2016 Ad Valorem Amount: \$179.27

For more property information please visit www.rowellauctions.com or call 1 (800) 323-8388





Summary

Parcel Number	052 004 A07
Location Address	
Legal Description	ENCHANTED WOODS LOT 7 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	
Tax District	County (District 01)
Millage Rate	17.667
Acres	2.04
Neighborhood	N/A
Homestead Exemption	No (S0)
Landlot/District	115 / 9
Water	N/A
Sewer	N/A
Electric	N/A
Gas	N/A
Topography	N/A
Drainage	N/A
Road Class	N/A
Parcel Road Access	N/A

[View Map](#)

Owner

PARK STERLING BANK
P O BOX 68
HIAWASSEE, GA 30546

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
RES	ENCH. FOREST30L	Lot	0	0	0	2.04	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/14/2015	1003 444	53 127	\$0	Foreclosure (Bank)	COUTO ERNESTO & CARIDAD M	PARK STERLING BANK
1/13/2006	625 66	53 127	\$40,000	Improved After Sale	DYER CURTIS	COUTO ERNESTO & CARIDAD M
10/4/2004	546 290	53 127	\$375,000	Multi Parcel		DYER CURTIS

Valuation

	2016	2015	2014
Previous Value	\$25,500	\$25,500	\$51,000
Land Value	\$25,500	\$25,500	\$25,500
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$25,500	\$25,500	\$25,500

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Union County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

Last Data Upload: 4/20/2017 8:45:41 PM



Developed by
The Schneider
Corporation




Legend
 Parcels
 Roads

Parcel ID	052 004 A07	Owner	PARK STERLING BANK	Last 2 Sales			
Class Code	Residential		P O BOX 68	Date	Price	Reason	Qual
Taxing District	County		HIAWASSEE GA 30546	4/14/2015	\$0	FC	U
	County	Physical Address	n/a	1/13/2006	\$40000	IS	U
Acres	2.04	Assessed Value	Value \$25500				

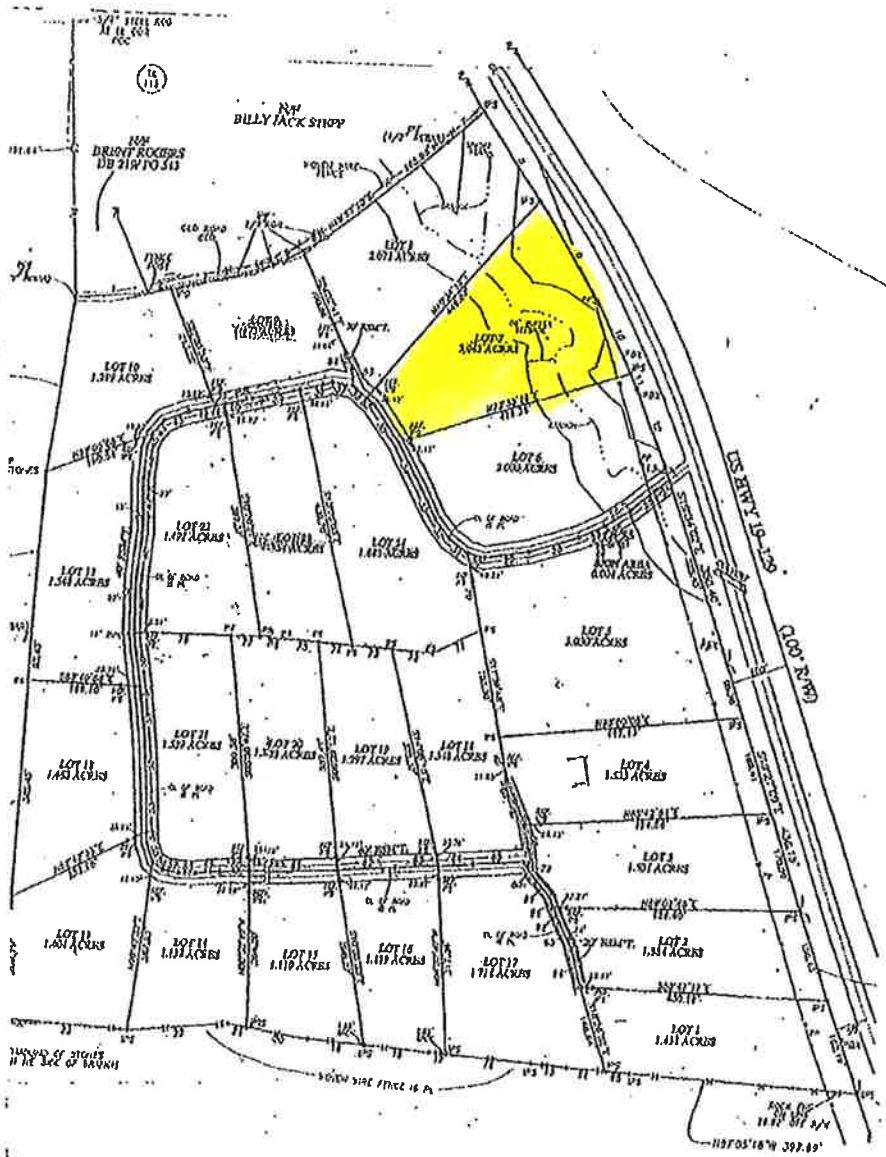
(Note: Not to be used on legal documents)

PLEASE NOTE: Our Aerial photography is copyrighted. These images are for personal use only. They are not to be used for any publications, reports, posted on any website or used for any commercial purposes.

Date created: 4/21/2017
 Last Data Uploaded: 4/20/2017 8:45:41 PM

 **Developed by**
 The Schneider Corporation

PLAT



LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 115 OF UNION COUNTY, GEORGIA, AND BEING LOT 7 ENCHANTED WOODS, CONTAINING 2.043 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY, DATED JANUARY 20, 2003, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 53, PAGE 127. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO RESTRICTIONS AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 458, PAGES 663-665 AND AMENDED IN DEED BOOK 487, PAGES 145-146.

SUBJECT TO ROAD EASEMENTS AS SHOWN ON PLAT.

SUBJECT TO POWER LINE EASEMENTS AS SHOWN ON PLAT.

SUBJECT TO EASEMENT AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK EE, PAGES 25-26.

SUBJECT TO BOUNDARY LINE AGREEMENT AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 443, PAGE 380.

SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 454, PAGE 128.

SUBJECT TO A CONSTRUCTION EASEMENT AS RECORDED IN DEED BOOK 923, PAGES 166-169, UNION COUNTY RECORDS.

GRANTORS ALSO GRANT TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY.

**DECLARATION OF RESERVATIONS, COVENANTS, AND RESTRICTIONS
FOR ENCHANTED WOODS ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

SMOKE RISE DEVELOPERS, L.L.C., (hereinafter referred to as Developer), being the owner of all that tract of land lying and being in the 9th District, 1st Section, Land Lot 115 of Union County, Georgia, and being more Particularly described as Lots Numbered 1 through 24, inclusive as shown on a plat of survey prepared by Rochester & Associates, Inc. B K Rochester, Jr., RLS, dated Feb 24, 2003, said plat being recorded in Plat Book 51, Page 57, Deed443-380 of the Union County Records, and being incorporated herein by reference, does hereby impose said certain reservations and restrictive covenants as herein stated:

1. No lot shall be further subdivided, except to add a portion or portions thereof to an adjoining Lot and without creating a new lot for residential building purposes. Any such recombined lot shall be considered as one lot subject to the terms and conditions of this declaration.
2. Such lots, and each and every one thereof, are single-family residential purposes only. Only one such residence shall be erected on one lot, provided, however, that the owner of any lot may erect a garage or outbuilding for use in connection with such residence. No such single family residence shall be constructed of less than 1500 square foot of heated living space, with 1000 square feet being on the main floor, exclusive of any carport, garage, basement, cellar, attic, deck, and screened or open porch.
3. No mobile home (single or doublewide) or any factory manufactured homes shall be placed permanently or temporarily, upon any lot or any subdivision road. It is the express intention hereof that all residence within the subdivision to be built on site.
4. No building or any part thereof, including garages, porches, sheds, carports, or other such structures shall be erected on any lot closer than twenty-five (25) feet from the right of way of any subdivision road; closer than fifteen (15) feet from any lot line, without written permission from the developer. When two or more lots are acquired and maintained as a single building site, the side lot lines shall refer only to the lot lines bordering adjoining property owners.
5. All exterior wood surfaces of any building shall be either painted, stained or treated for weathering where a natural weathered appearance is desired. No chain link fencing, all fencing must also match home siding, and must be a maximum of four to six feet in height, all storage buildings must be 14'x14' (fourteen feet by fourteen feet) and must match and conform to the home in structure and siding.
6. All utility lines, including electrical, telephone, gas, water, cable TV, or other wire or pipe of any kind shall be installed and maintained underground.
7. When the construction of any building is once begun, work thereon must proceed diligently and must be dried in and outside finished within (six) 6 months from the start thereof. No outbuilding, garage, shed, tent, travel trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, basement, or temporary building shall be used for temporary or permanent residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed.

not the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within thirty (30) days completion of the building construction thereof.

8. No animals, birds, livestock, poultry, or fowl of any kind shall be raised, kept or bred on any lot, exempt for ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets (dogs, cats) are to be leashed; no free roaming.
9. No business or commercial activity which solicits the presence of the general public for the purpose of purchasing goods or services, shall be conducted on or from any lot, provided however, that nothing contained herein shall prohibit the developer, its agents, successors, or assigns, or any lot owner, from constructing one or more single family residences (in accordance with these covenants and restrictions) for the purpose of sale thereof, or as a model and exhibiting the same, or inviting prospective purchasers to the same for the purpose of making such sale; nor shall the developer of any lot owner be prohibited from exhibiting any unimproved lot, or inviting prospective purchasers thereto, for the purpose of selling such lot(s).
10. No commercial signs except:
 - A. Lot owner's or Real Estate Brokers signs of "for sale" or "for rent" or
 - B. Signs placed by the developer for the identification, promotion, and sale of lots within the subdivision, or homes erected thereon or
 - C. Street name or traffic control signs placed by the developer or appropriate governmental authority or
 - D. Such signs as may be required by legal proceedings.
11. No wrecked or unlicensed (untagged) motor vehicle, nor utility trailer, nor junk, nor household appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored, enclosed in a building so as not to be subject to view by lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other wastes shall be kept upon any lot except in closed, sanitary containers.
12. It shall be the responsibility of each lot owner to prevent the development of noxious, unclean, unsightly, or unkept condition of any building or grounds on said owner's lot which substantially decreases the beauty of the neighborhood as a whole or of a specific area provided, however that conditions which are normal, usual, or customary to a similar construction shall be permitted during the actual. Period of construction or improvements on any lot. Unimproved lots shall be kept in a reasonably neat fashion and bush hogged or mowed at least annually. The developer reserves the right to perform said mowing or bush hogging if the owner does not and the lot owner shall pay a normal and reasonable fee for this mowing.
13. The developer reserves unto itself; its successors and assigns, perpetual, alienable, and nonexclusive right of way, over, on, and across all subdivisions roads for the purpose of constructing, erecting, maintaining and using electric, telephone, cable tv, water, gas sewer, and drainage lines or other utility lines, and reserves a right and easement 10 feet wide on easement and right of way is for the benefit, use, and enjoyment of the developer and its successors and assigns, and every conveyance of lands herein restricted shall be deemed subject to said easement while conveying to the grantee under said conveyance a similar right, appurtenant to his land, to the benefit, use and enjoyment of said easement and owners who have similar rights appurtenant to their lands. Each lot owner shall allow such further easements and right of ways as may be reasonably necessary to provide utility services to

other lot owners, and for the maintenance thereof. Any and all claims for damages arising out of the construction, maintenance, and repair of utility services lines, or on account of temporary employees are hereby specifically waived by the lot owner.

14. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owner and persons claiming under them for a period of 20 years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of one year from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least three-quarters (3/4 ths) of the total number of lots. All such amendment(s) shall apply equally total lots within the subdivision and no such amendment(s) shall apply equally total lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent
15. Enforcement of these covenants, restrictions, easements, reservations terms and conditions may by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. Either the undersigned developer, or any successor in title to the undersigned developer, or any of the property affected hereby may institute such proceedings. Invalidation of any one of the provisions of this instrument by a judgement or order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and effect.
16. Home Owner's Association:
- A. Land/Property owner's of lots in Enchanted woods Estates have the responsibility for electing a representative board consisting of a President, Vice-President, Treasurer, and Secretary.
 - B. The duties and responsibilities of above said board will involve the maintenance and care of roadways and properties. Such responsibility will be divided among present owners equally and officially reviewed and handled by the power held by the representative boards.
 - C. Upon the selling of property that constitutes 60% occupancy of new property/land owners all responsibility will then be that of the Home Owner's Association's representative board. Said responsibility covers not only that of the care and maintenance of all property and roadways, but also involves the welfare and enforcement of covenant's that Enchanted Woods Estates employ.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this 24 day of March 2003.

Signed, sealed and delivered
In the presence of:

Sarah Bauhaus
Witness

Charles Garrett (SEAL)

Charles Garrett, President
SMOKE RISE DEVELOPERS, L.L.C.

Lynne Stok
Notary Public



Return to: Cary D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

RE: *Amended Restrictions dated 3/24/03
Recorded in Deed Book 458, Pages 663-
665, Union County records.*

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the Owner of the property described below by his presence hereby make, declare and impose upon the referenced parts of the property described the following Amendment to Restrictions, by his signature below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, his heirs, personal representatives, successors and/or assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 115, Union County, Georgia, and being more particularly described as Lots Numbered 1 through 24, inclusive as shown on a plat of survey prepared by Rochester & Associates, Inc., B. K. Rochester Jr., RLS, dated February 24, 2003, said plat being recorded in Plat Book 51, page 57, Deed 443-380 of the Union County Records, being incorporated herein by reference, does hereby impose said certain reservations and restrictive covenants as herein stated:

The undersigned party agrees to amend the Declaration of Restrictions set forth as follows:

(1) The provisions of Paragraph Two (2) of the Declaration of Restrictions recorded in Deed Book 458 pages 663-665, Union County records is hereby deleted in its entirety and in lieu thereof, said Paragraph Two (2) shall read as follows:

2. Such lots, and each and every one thereof, are for single-family residential purposes only. Only one such residence shall be erected on one lot, provided, however, that the owner of any lot may erect a garage or outbuilding for use in connection with such a residence. No such single family residence shall be constructed of less than 1,400 square feet of total heated living space, excluding of any carport, garage, basement, cellar, attic, deck, and screened or open porch.

(2) A paragraph shall be added to the Declaration of Restrictions recorded in Deed Book 458 pages 663-665, Union County records and shall read as follows:

17. These covenants and restrictions shall be recorded in the deed records of Union County, Georgia, and shall run with said land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of recording after which time, said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land agree to change said covenants and restrictions, in whole or part. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until sixty (60) percent lots have been sold.

Except as amended herein the provisions of Paragraphs One (1) through Seventeen (17) inclusive as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.

IN WITNESS WHEREOF, the undersigned hereby sets their hand and seals this 2nd day of September, 2003.

Sworn to and subscribed before me
this 2nd day of September, 2003.

Lynne Stockland
Witness

Charles Garrett
CHARLES GARRETT

Sarah D. Barfield

Notary Public
My commission expires:



UNION COUNTY, GEORGIA
FILED & RECORDED SEPTEMBER 4
2003 AT 11:00 A. M.
RECORDED IN BOOK 487 PAGE 145-146

This Document prepared by:
Bruce L. Ferguson, P.C.
P. O. Box 524
Hiwassee, GA 30546

State of Georgia
County of Towns

WARRANTY DEED IN LIEU OF FORECLOSURE
With Non-Merger of Title

THIS INDENTURE, made this 8th day of April, 2015, between ERNESTO COUTO AND CARIDAD M. COUTO (Borrower), and PARK STERLING BANK, P.O. Box 68; Hiwassee, GA 30546 (Lender).

For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrowers have bargained, sold, granted and conveyed and do by these present hereby bargain, sell, grant, and convey to Lender, its successors and assigns, all of the property described on Exhibit "A" incorporated herein and made a part hereof, together with all the rights, members and appurtenances thereto or in anywise appertaining or belonging to the Property described on exhibit "A", which exhibit "A" is incorporated herein and made a part hereof (the "Property").

TO HAVE AND HOLD the property with all and singular rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Lender, IN FEE SIMPLE forever, subject only to the matters as set forth on attached Exhibit "A", and the Security Deed referenced herein.

AND BORROWER WILL WARRANT and forever defend the right and title to the property unto Lender against the lawful claims of all persons whomsoever.

This conveyance by Borrower is made in lieu of the foreclosure by Lender of the following Security Deed: (1) Deed to Secure Debt from ERNESTO COUTO AND CARIDAD M. COUTO to BANK OF HIWASSEE d/b/a BANK OF BLAIRSVILLE, as recorded in Deed Book 625 pages 68-76, as modified, Union County, GA records, as subsequently assigned to Citizens South Bank in Deed Book 853 Pages 642-650, Union County, GA records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity, as evidenced by affidavit of merger as recorded in Deed Book 917 pages 439-443, Union County, Georgia records.

This deed is given and accepted in partial satisfaction of the indebtedness secured by the aforementioned Deed to Secure Debt.

Said Deed to Secure Debt shall remain in full force and effect and there shall be no merger of the fee interest obtained by Lender pursuant to this Deed with or into Lender's interest in the property.

TO HAVE AND HOLD the Property unto Lender, its successors and assigns, so that neither Borrower nor his or her successors and assigns, nor any other person or persons claiming under Borrower shall at any time claim or demand any right, title or interest to the Property.


IN WITNESS WHEREOF, Borrower has hereunto set their hands and seals this day and year first above written.

Signed, sealed and delivered in the presence of .

Borrowers:

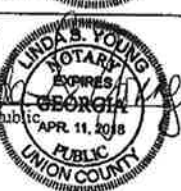
TRK

Witness

[Signature]
Notary Public


[Signature] (SEAL)
ERNESTO COUTO

Witness

[Signature]
Notary Public


[Signature] (SEAL)
CARIDAD M. COUTO

For more information about this property or the auction terms and procedures please contact the Rowell team member listed below:

Ronnie Reagin
rreagin@rowellauctions.com
Cell: 229-891-8638
Office: 800-323-8388

Tony Deloache
tdeloache@rowellauctions.com
Cell: 229-890-0681
Office: 800-323-8388



**We Turn
DIRT to GOLD**