



PROPERTY INFORMATION PACKAGE

LENDER ORDERED AUCTION

**LOT 110
BELL CREEK HOLLOW
HAYSVILLE, NORTH CAROLINA**

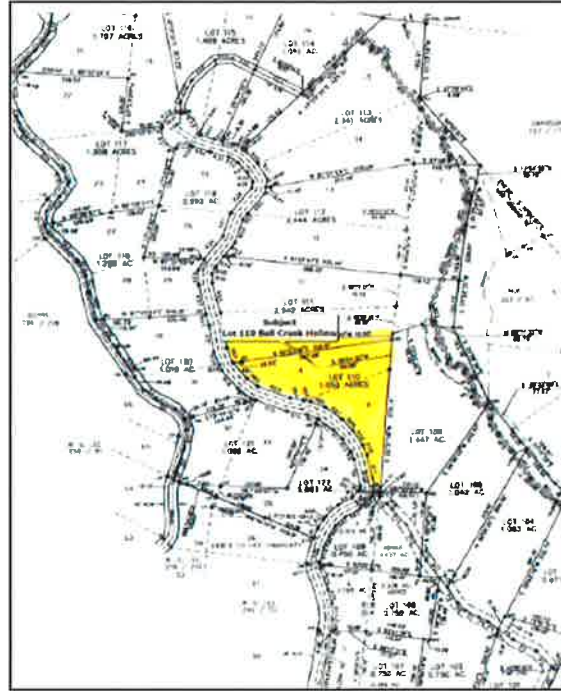
ONLINE ONLY

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

All Bidding Subject to "Dynamic Close" Auto Extend



LOT 110
BELL CREEK HOLLOW
HAYSVILLE, NORTH CAROLINA



- (Near 202 Bell Orchard Dr., Hayesville, NC)
- 1.053 ± Acre Residential Lot
- Beautiful Wooded Lot
- Great Mountain Views
- Community Water
- Minutes from Downtown Hiawassee, GA

Clay County Tax Assessor's Parcel Number: 548800262053
2016 Ad Valorem Amount: \$247.65

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



OWNERSHIP 08282015 17199 301 PROPERTY DESCRIPTION TAX SUBDIVISIONS MAP NUMBER CARD NO
 PARK STERLING BANK LOT 110 BELL CRK HOLLOW 221 HIWASSEE TOWNSHIP 54800262053 1
 PO BOX 68 HIAWASSEE GA 30546 HAYESVILLE FIRE DIS ROUTE 548000036A RECORD NUMBER: 16937
 DEED: 393 11 04082015 2000-99 MODERATE PRIVATE UTILITY ZONING 1.05 ACRES-TOTAL TRACT
 REVIEW:AD91109 -THIS CARD

LAND CLASS | SIZE | BASERATE*FRNT*DPH*ADJ=ADJRATE*UNITS=LND-VALUE
 1 | 50SRESIDENT | 1.11 | | | 65000 | 1 | 65000

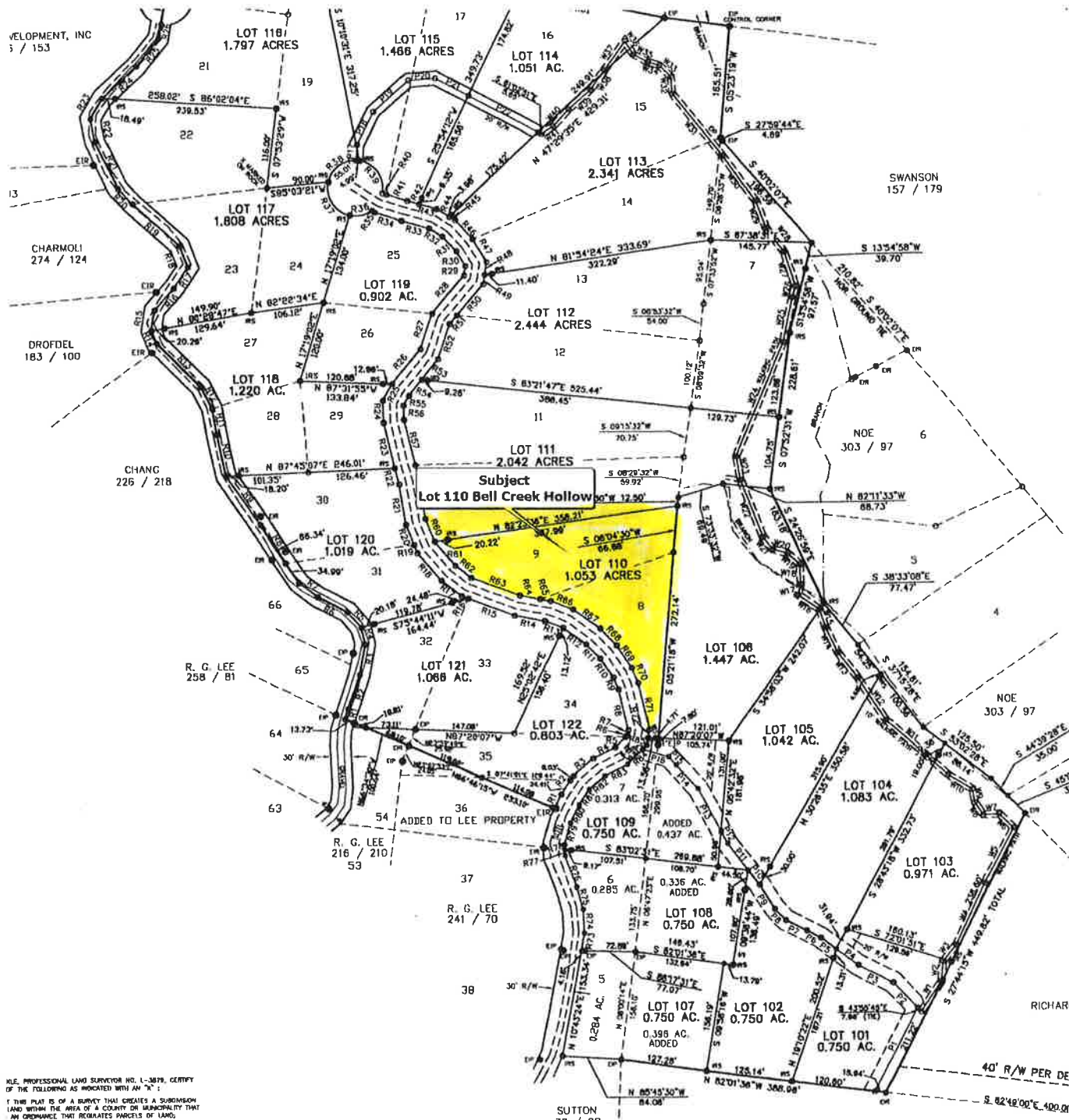
LAND VALUE: 65000
 # OTHER FEAT | SIZE | BASERATE*COND =ADJRATE*UNITS=OFB-VALUE

OTHER VALUE: 0
 FOUNDATION | XTRFNISH | ROOFTYPE | ROOFWTRL | SIZE / QTY

WALLENSH | FLOORS | HEAT&AIR | HEATFUEL

VACANT 0
 # STRUCTURE | SKTCH-SF*STHT= AREA RATE*GRDP+HEAT+EXWL*WLHT=ADJRAI* AREA= RPCN* DEFP*CNDF=STR-VALUE

STRUCTURE VALUE:			
VALUATION	VALUE PREV-VAL. P-N%	SALE S-N%	TOTAL VALUE
LAND	65000	52800 123%	65000
OTHERFEAT	0	1091520061	
STRUCTURE	0	310-1001	
TOTAL	65000	52800 123% 66000 98%	
APPRAISED-VALUE:			65000
TAXABLE-VALUE:			65000



I, J.E. PROFESSIONAL LAND SURVEYOR NO. 1-3879, CERTIFY THE FOLLOWING AS INDICATED WITH AN "X":

THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS PLAT IS OF A SURVEY THAT IS LOCATED IN A TOWN OF A COUNTY OR MUNICIPALITY THAT IS UNINCORPORATED TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS PLAT IS OF ONE OF THE FOLLOWING:

A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;

A SURVEY OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE; OR

A CORNER SURVEY.

THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED BUY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I, DANIEL L. SPINALE, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED BY STATISTICS AND DEFINED IN 17 U.S.C. 1320(b)(2) IS 1/100,000, THAT THE BOUNDARIES SHOWN UNLESS OTHERWISE CLEARLY INDICATED ARE DRAWN FROM INFORMATION PROVIDED BY THE OWNER, AND THAT THIS





Melissa B Roach

**DECLARATION OF RESTRICTIONS
"BELL CREEK HOLLOW" AND "BELL CREEK ORCHARD"**

THIS DECLARATION made this 12th day of July, 2006, by Highmark Development LLC , Michael W. Noe and wife, Stacy C. Noe and Richard G. Lee and wife, Hyla F. Lee, hereinafter called "Declarants".

WHEREAS, Highmark Development LLC is the owner of lands in Clay County, N.C. being all the lands still owned by them which is described in the Deed from Howard R. Nahikian and wife, Valencia Nahikian dated March 1, 2006 and recorded in Deed Book 302 at page 5, records of Clay County, N.C.; and, Michael W. Noe and wife, Stacy C. Noe are the owners of lands in Clay County, N.C. being the lands described in the Deed from Highmark Development dated March 30, 2006 and recorded in Deed Book 303 at page 97, records of Clay County, N.C.; and,

Richard G. Lee and /or Richard G. Lee and wife, Hyla F. Lee are the owners of lands situated in Clay County, State of North Carolina, being all the lands described as follows:

The 0.698 acre tract known as Tract A as shown on the plat recorded in Plat Cabinet 4 at Slide 414 and being a part of the lands described in the Deed to them from Howard R. Nahikian and wife, Valencia Nahikian recorded in Deed Book 258 at page 81, records of Clay County, N.C.;

Lots 37,38,39,40,41,42 and 43 of the old Possum Hollow subdivision as shown on the plat recorded in Plat Book 1 at page 5, (now Cabinet 2, Slide 5) and described in the Deed from Towns County Band recorded in Deed Book 241 at page 70, records of Clay County, N.C.; also see Deed from Lane Davidson recorded in Deed Book 227 at page 258, records of Clay County, N.C.; and,

WHEREAS, the said, Highmark Development LLC, has caused certain covenants and restrictions to be placed on the lands described in the instrument recorded in Deed Book 303 at page 96, records of Clay County, N.C.; and

WHEREAS, Highmark Development LLC Declarants desire to repeal the prior covenants and restrictions and to replace the same with the covenants and restrictions hereinafter set forth which shall apply not only to the lands of Highmark Development LLC and the lands of Michael W. Noe and wife, Stacy C. Noe but also the lands of Richard G. Lee and /or Richard G. Lee and wife, Hyla F. Lee .

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Declarants Highmark Development LLC and Michael W. Noe and wife, Stacy C. Noe do hereby

repeal the Covenants and restrictions set forth in Deed Book 303 at page 96 and the Declarants Highmark Development LLC; Michael W. Noe and wife, Stacy C. Noe and Richard G. Lee and wife, Hyla F. Lee do hereby inpress the following restriction on the lands hereinabove referred to which are hereby declared are to be covenants running with the land and shall be binding upon Declarants, its successors in interest and assigns, as follows:

- 1) All the lands above-described shall be used for private residence purposes only, and no building of any kind shall be erected or maintained upon any lot thereof, except for one (1) private detached single family dwelling house with customary appurtenant structures constructed and maintained in accordance with these restrictions.
- 2) North Carolina Planned Community Act as evidenced in N.C.G.S. Chapter 47F shall apply to this subdivision and is incorporated herein as if fully set out.
- 3) The portion of the lands shown on the plat of survey recorded in Plat Cabinet 4 at Slide 1393 designated as Lots 101,102,103,104, 105 and 106 shall be known and designated as "Bell Creek Orchard" the balance of the lands hereby restricted including but not limited to the balance of the lands shown on said plat shall be referred to as "Bell Creek Hollow." No residence shall be constructed on a lot within the Bell Creek Hollow which has less than 1,600 square feet or in Bell Creek Orchard which has less than 1,200 square feet of heated floor space, exclusive of any carport, garage, basement, deck, patio, porch or other heated living space, on the primary level.

If the lands of Noe, hereinabove referred to, and sometimes referred to as "The farm" are ever subdivided, then No residence shall be constructed on said lands which has less than 1,200 square feet of heated floor space, exclusive of any carport, garage, basement, deck, patio, porch or other heated living space, on the primary level.

- 4) Construction materials must comply with North Carolina Building Code in all respects. No bare masonry or concrete block walls shall be allowed, and must be covered with brick, stone, stucco or other finishing material approved by the Homeowners Association.
- 5) No shed, temporary structure, trailer, tent or other similar facility shall be maintained upon the lands except for a sales or construction office expressly approved in writing by the Homeowners Association.
- 6) No trade, business or profession shall be regularly conducted or pursued within or without any structure on any lot, except for customary home occupations clearly incidental to the residential use of the land and dwelling, and subject to compliance with all applicable statutes, ordinances and regulations. Day-care facilities, private schools and other uses, which precipitate significant additional traffic, are expressly prohibited.
- 7) No trucks, bus, utility trailer or disabled vehicle or equipment of a clearly commercial character shall be kept or maintained on any lot, or upon the streets or driveways of the Development, although the aforementioned may be kept in the enclosed garage of a dwelling. Exempted from the above restriction are pickup trucks and enclosed vans less than (7') feet in height and the storage of a single, well maintained travel trailer or camper is permissible upon approval of the Bell Check Hollow/Bell Creek Orchard Homeowners Association.
- 8) No fence or fencing shall be created or maintained on any property without the express prior written consent of the Architectural Review Committee.

- 9) Trash receptacles shall be kept only in an enclosed or non-conspicuous area or in a garage, except on collection days when they are to be placed by the road and, when empty, promptly retrieved. No owner shall accumulate litter, refuse or garbage, except in receptacles provided for such purposes and should be emptied weekly to avoid excessive accumulation. No owner shall burn trash, garbage or other household refuse without prior approval from the Homeowners Association.
- 10) No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a sewage system approved by the Association and the appropriate governmental authority.
- 11) No sign shall be permitted in the window of any dwelling or on any lot, with the exception of signs advertising the property as being "for sale", or a single sign announcing the presence of a home security system.
- 12) No above-ground swimming pool shall be placed, erected or maintained on any lot at any time. Any in-ground pool installed on a lot shall be enclosed by a fence of at least four (4') feet in height with a gate capable of being securely locked, and shall be constructed and maintained in compliance with all applicable statutes, ordinances and regulations.
- 13) Outside storage of firewood shall be limited to two (2) cords (one cord being 8' x 4' x 4'), neatly stacked in the rear yard, no closer than fifteen (15') feet to any side yard.
- 14) A single television or radio antenna may be maintained and a single satellite dish less than 18" in diameter may be installed after approval of the Homeowners Association based on exterior appearance and location. No dish greater than 18" in diameter for transmitting or receiving shall be erected or maintained on the outside of a building on any lot
- 15) Except for animals commonly recognized as domestic household pets, no animal of any kind (whether mammal, bird, reptile, or other) shall be kept on any lot. Pets shall be maintained and controlled at all times so as not to offend or disturb other lot owners or occupants by noise, elimination, odor, intrusion, destruction of property or otherwise. No pet house, out building, kennel, coop, pen, cage, run or similar structure of any kind for habitation by or the enclosure of pets or animals of any kind shall be erected, placed or maintained on any lot.
- 16) No statue, sculpture, painted tree, painted rock, animal replica or other similar objects may be placed outdoors on any lot, without the prior approval of the Homeowners Association
- 17) The landscaping and maintenance of lots shall be in accordance with the residential character of the community. The Homeowners Association shall arbitrate any dispute among lot owners as to the appropriateness of any landscaping, may compel modification, and the decision of the Homeowners Association shall be final. No additional view-obstructing hedge or mass grouping of shrubs or trees shall be placed or maintained in the front yard of any lot.
- 18) The owner of each lot shall be responsible for the maintenance of grass and weeds thereon and shall cause each lot to be mowed at sufficient intervals so that the grass shall not exceed eight (8) inches in height.
- 19) Floodlighting shall be permitted only to the extent that it does not unreasonably disturb the occupiers of

any other lot in the development.

- 20) No building, garage, car port, swimming pool, tennis court, deck, patio, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or exterior change or alteration therein be made until the plans or specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, locations of the said structure, the location of driveways and other grading plans of the parcel of land to be built upon, shall have been submitted to and approved in writing by the Homeowners Association. The Homeowners Association shall have the right to refuse to approve any such plans, specifications or grading plans not deemed suitable or desirable in the sole and absolute discretion of the Association for esthetic or other reasons, as long as any member of the Association is the owner of any lot or parcel of land in the Development. In passing upon any plans, specifications and grading plans submitted to it, the Homeowners Association shall have the right to take into consideration the suitability of the proposed structure and the materials of which it is to be built, the site upon which it is to be erected, the harmony of the proposed building or lot improvements with the surroundings, and the possible effect(s) of the proposed building or lot improvements on the outlook from the adjacent or neighboring properties. Any plans, specifications, or other matter not expressly approved by three-quarters (3/4) of the members of the Homeowners Association shall be deemed to have been disapproved
- 21) It shall be the sole responsibility of any owner or occupier of any lot in the Development to obtain the prior written approval of Homeowners Association for any proposed structure, maintenance affecting the exterior appearance of the property or dwelling as described above or other lot improvement. Any owner or occupier of any lot who proceeds with the construction or installation of any structure or lot improvement without such prior written approval assumes all risks inherent in such action. The Homeowners Association shall not be deemed to have waived its rights of review and non-approval, and shall not be estopped to object to and petition for the removal of any structure or other lot improvement commenced or completely constructed in violation of this restriction for up to six (6) months from the date of formal notification, by the builder, to the Architectural Review Committee.
- 22) The violation of any restriction or condition or the breach of any covenant or agreement herein contained, shall give the said Declarants, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said Declarants shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
- 23) Failure by the said Declarants or any lot owner to enforce any restrictions, conditions, covenants or agreement herein contained in no event shall be deemed a waiver of the right to do so thereafter as to the same breach or as to the breach occurring prior or subsequent thereto.
- 24) All utility lines, mains or conduits for gas, electricity, water, sanitary sewage and storm run-off shall be placed underground, except for any common well or pumping station, which may be constructed above ground. Easements and right-of-way are hereby expressly reserved under and along the above-described premises for the purpose of placing, renewing, relocating, operating and maintaining all utility lines, mains, conduits, shared wells and pumping stations as shall be necessary for the purpose of transmitting and distributing adequate and continuous electric light, heat, power, gas, water, telephone, television and sewer service to the various residences on the premises above-described, including the right of ingress and egress to inspect, renew, repair, replace, add to and/or remove the aforesaid facilities, as from time

30) By the acceptance of a deed conveying title to any lot in the Development, the grantee becomes, with the Declarants, a member of the Bell Creek Hollow/Bell Creek Orchard Homeowners Association. The Bell Creek Hollow/Bell Creek Orchard Homeowners Association, which may incorporate itself should it so elect, shall exist for the sole purposes of selecting a successor Homeowners Association and performing projects and conducting activities for the common benefit of owners and occupiers of lots in Bell Creek Hollow/Bell Creek Orchard. The record owner(s) of each property in Bell Creek Hollow/Bell Creek Orchard shall be entitled to one (1) vote, unless multiple lots are owned, in which case the owner is entitled to one (1) vote for each lot with a dwelling. All Bell Creek Hollow/Bell Creek Orchard Homeowners Association actions shall require the affirmative vote of the owners of a majority of the lots of Bell Creek Hollow/Bell Creek Orchard. The Bell Creek Hollow/Bell Creek Orchard Homeowners Association shall have the power to adopt annual budgets to accomplish its purposes set forth herein, and shall assess the cost of funding each annual budget equally among the owners of the lots of Bell Creek Hollow/Bell Creek Orchard. Assessments by the Bell Creek Hollow/Bell Creek Orchard Homeowners Association shall be a lien upon the lots of Bell Creek Hollow/Bell Creek Orchard, and shall be subject to reasonable late charges should such be established by action of the Association.

31) Right of way and easements: Roadways in Bell Creek Hollow/Bell Creek Orchard Subdivision will not be constructed to specifications which will allow their inclusion into the state highway system, and will not therefore be maintained by the State of North Carolina, but will be maintained by the developer and/or Homeowners Association. Each lot owner will pay their pro-rata share of the cost of operating and maintaining said roadways in accordance with the assessments set by the Homeowners Association.

Assessments for Homeowners Association shall accrue from the date of sale of any lot by the Declarants and the pro-rata share of the assessment shall be paid at closing by the buyer. Lots 1-6 shown in Plat Book 2, at Page 733 and the 0.852 acre tract shown in Plat Cabinet 4, at Slide 1292 (SOMETIMES REFERRED TO AS BELL CREEK FARM) are served by a separate private road and not by the roads in the Bell Creek Hollow/Bell Creek Orchard Subdivision and are therefore exempted from assessments for road maintenance. Said lands are entitled to the benefit and use of the common elements, i.e. the 20 foot wide walking trail as shown on the plat recorded in Plat Cabinet 4, at Slide 1393, therefore the Lot 1-6 and the 0.852 acre will be obligated for assessments for those amenities.

Initial annual assessments shall be \$250.00 per year for road maintenance and maintenance and improvements of the common areas. Such assessment shall accrue from the date of the sale of any lot from the Declarants and the pro-rata share for the remaining portion of the year shall be paid at closing by the purchaser.

32) The 20 foot wide walking trail as shown on the plat recorded in Plat Cabinet 4, at Slide 1393 shall be held for the use and benefit for all the Lots in Bell Creek Hollow/Bell Creek Orchard Subdivision including the lands of Noe sometimes called "The Farm", as a common element the Homeowners Association shall maintain the same in the fashion it shall determine and may levy annual assessments for the maintenance and upkeep of the same against all the lots in Bell Creek Hollow/Bell Creek Orchard Subdivision and the lands of Noe sometimes called including "The Farm".

33) No Lot Owner may alter the natural flow of the creek without the prior written approval of the Home Owner Association.

to time the Declarants, or its successors in interest or the responsible utility provider shall deem requisite and or proper.

- 25) These covenants shall be taken to be real covenants running with the land and shall be binding upon the successors in interest of Declarants until amended or terminated by an appropriate declaration executed by the Declarants or its successor (as long as Declarant or its successors in interest hold record title to any lot in the Development).

Highmark Development, LLC will maintain the majority voting interest for amending or terminating covenants until no longer maintaining any ownership interest in the development, and may annex other lands into the subdivision and convey to them easements over the walking trails in said subdivision, provided lands so annexed are subjected to the same restrictions as Bell Creek Hollow/ Bell Creek Orchard and Bell Creek Farms and subjected to the same fees and assessments as may be appropriate.

After Highmark Development, LLC has conveyed all of its lots the, covenants can be amended or terminated or additional lands annexed only by the record owners of not less than half (½) of the lots of the Development, and recorded in the Office of the Register of Deeds for Clay County, North Carolina or by two-thirds of the quorum at the Annual Meeting.

- 26) The restrictions, covenants, easements and conditions herein set forth shall become binding upon and enforceable against the owners and occupiers of lots in the Development on a lot by lot basis as record title to lots is conveyed out of Declarants. Notwithstanding the fact that the restrictions, covenants, easements and conditions of this Declaration are not binding upon Declarants as to any lot(s) to which Declarants retains record title as long as Declarants so retains record title. Declarants shall benefit from said restrictions, covenants, easements and conditions, and may enforce them as though Declarants was itself fully bound thereby. In no event shall the invalidity of any provision of this Declaration invalidate any of the remaining provisions of this Declaration, as all provisions of this Declaration are deemed to be severable. In the event that any sort of competent jurisdiction shall declare any provision of this paragraph to be invalid, said provision shall be void. In the event that any court of competent jurisdiction shall declare any provision of this Declaration to be invalid or unenforceable, all other provisions of this Declaration shall remain in full force and effect.
- 27) Subject to the foregoing limitations, in the event that any lot owner or any person occupying any lot, shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements and reservations or easements herein, it shall be lawful for any other person or persons owning any lot in the Development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same and/or the owner of the lot upon which the violation arises, to obtain injunctive relief against the violator and to recover damages arising from such violation, as well as reasonable attorneys fees and court costs.
- 28) To assist in the collection of annual assessments, the Association has the right to suspend voting rights and the use of shared water, septic and utilities from an owner for any period in which an assessment against the lot remains unpaid.
- 29) Declarants reserve the right to modify or change setback restrictions in the event of a minor violation of the same caused by inadvertence, and a statement of modification contained in an appropriate instrument duly acknowledged and recorded in the Office of the Register of Deeds, aforesaid, shall be conclusive and binding upon all interested parties.

34) By-laws for the Bell Creek Hollow/Bell Creek Orchard Home Owners Association governing these restrictions will be recorded separately.

Exceptions to Bell Creek Hollow/Bell Creek Orchard Subdivision Restrictions above stated for Portion of lands shown as Lots 1-6 Plat Book 2 at Slide 733, records of Clay County and the 0.852 acre parcel.

Restriction 1: The portion of lands shown as Lots 1-6 in Plat Book 2 at Page 733 may be used for commercial boarding of horses and the construction of horse stables is permitted subject to similar location, construction, design and Homeowners Association approval as other Bell Creek Hollow/Bell Creek Orchard properties, said land may also be re-subdivided into no more than 6 lots. Provided, however, if said lands are re-subdivided they may not be subdivided into more than a total of six lots. Lot re-subdivided shall be restricted by the restrictions shown above, and these exceptions other than the \$75.00 annual assessment, will no longer apply.

Restriction 5: No more than two (2) horse trailers are permitted and must be maintained in satisfactory operating condition.

Restrictions 6 & 7: Boarding stable for horses is permitted subject to the above restrictions and approval of the Home Owners Association.


Restriction 11: A single sign for advertisement of boarding stables is permitted

Restriction 15: Horses are permitted.

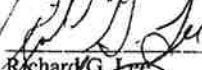
Restriction 31: The lands shown as Lot 1-6 as shown on the plat of survey recorded in Plat Cabinet 2, Slide 733 and the lands shown as 0.852 acres as shown on plat of survey recorded in Plat Cabinet 4 at Slide 1292 shall pay an assessment of \$75.00 per year after subdivision each of said new lots shall pay \$75.00 per year.

HIGHMARK DEVELOPMENT, LLC


BY: William M. Moody, Operating Manager


Michael W. Noe (SEAL)


Stacy C. Noe (SEAL)


Richard G. Lee (SEAL)


Hyla B. Lee (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CLAY

I, April L. Krieger, a Notary Public of the County and State aforesaid certify that William M. Moody, Operating Manager of HIGHMARK DEVELOPMENT, LLC, personally known to me, personally appeared before me this day in his capacity as corporate manager of Highmark Development, LLC and acknowledged the voluntary execution of the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this the 20th day of July, 2006.

April L. Krieger
Notary Public



My Commission Expires: 05-20-07

STATE OF NORTH CAROLINA
COUNTY OF CLAY

I, Gary W. Nichols, a Notary Public of the County and State aforesaid certify that Michael W. Noe and wife, Stacy C. Noe, personally known to me, personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2nd day of July, 2006.

Gary W. Nichols
Notary Public



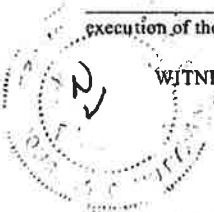
My Commission Expires: 04/05/07

STATE OF Georgia
COUNTY OF Douglas

I, Trancee Cook, a Notary Public of the County and State aforesaid certify that Richard G. Lee and wife, Hyla F. Lee, personally known to me, or who provided identification in the form of _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of July, 2006.

Trancee G. Cook
Notary Public



My Commission Expires: 3/8/08

LEGAL DESCRIPTION

ALL THAT LOT OR PARCEL OF LAND LOCATED IN HIAWASSEE TOWNSHIP, CLAY COUNTY, NORTH CAROLINA, CONTAINING 1.053 ACRES, MORE OR LESS, AND BEING DESIGNATED AS LOT 110 OF BELL CREEK HOLLOW, AS SHOWN ON PLAT OF SURVEY PREPARED BY SAMUEL L. SPRINKLE, PROFESSIONAL LAND SURVEYOR, DATED APRIL 13, 2005 AND RECORDED IN PLAT CABINET 4, AT SLIDE 1393, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CLAY COUNTY, NORTH CAROLINA. REFERENCE TO SAID RECORDED PLAT OF SURVEY IS HEREBY MADE FOR INCORPORATION HEREIN OF A MORE PARTICULAR METES AND BOUNDS DESCRIPTION OF THE PROPERTY HEREIN CONVEYED.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY AS SET FORTH ON THE AFOREMENTIONED PLAT OF SURVEY.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO SUBDIVISION ROAD RIGHT-OF-WAY AS SHOWN ON THE AFOREMENTIONED PLAT OF SURVEY.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE INSTRUMENT RECORDED AT DEED BOOK 307, PAGE 227, CLAY COUNTY, NORTH CAROLINA REGISTRY.

THIS BEING A PORTION OF THAT SAME PROPERTY CONVEYED UNTO HIGHMARK DEVELOPMENT, LLC, BY WARRANTY DEED FROM HOWARD R. NAHIKIAN AND WIFE, VALENCIA NAHIKIAN, DATED MARCH 1, 2006 AND RECORDED MARCH 3, 2006, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CLAY COUNTY, NORTH CAROLINA.

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**