



Online Auction 40.42 Acres

Putnam County, Georgia

Auction Held in
Conjunction with
McGinnis Realty

Lot #	Acres
1	5
2	5
3	5
4	5
5	20.42



40.42 Acres - Wards Chapel Road, Putnam County, Eatonton, GA

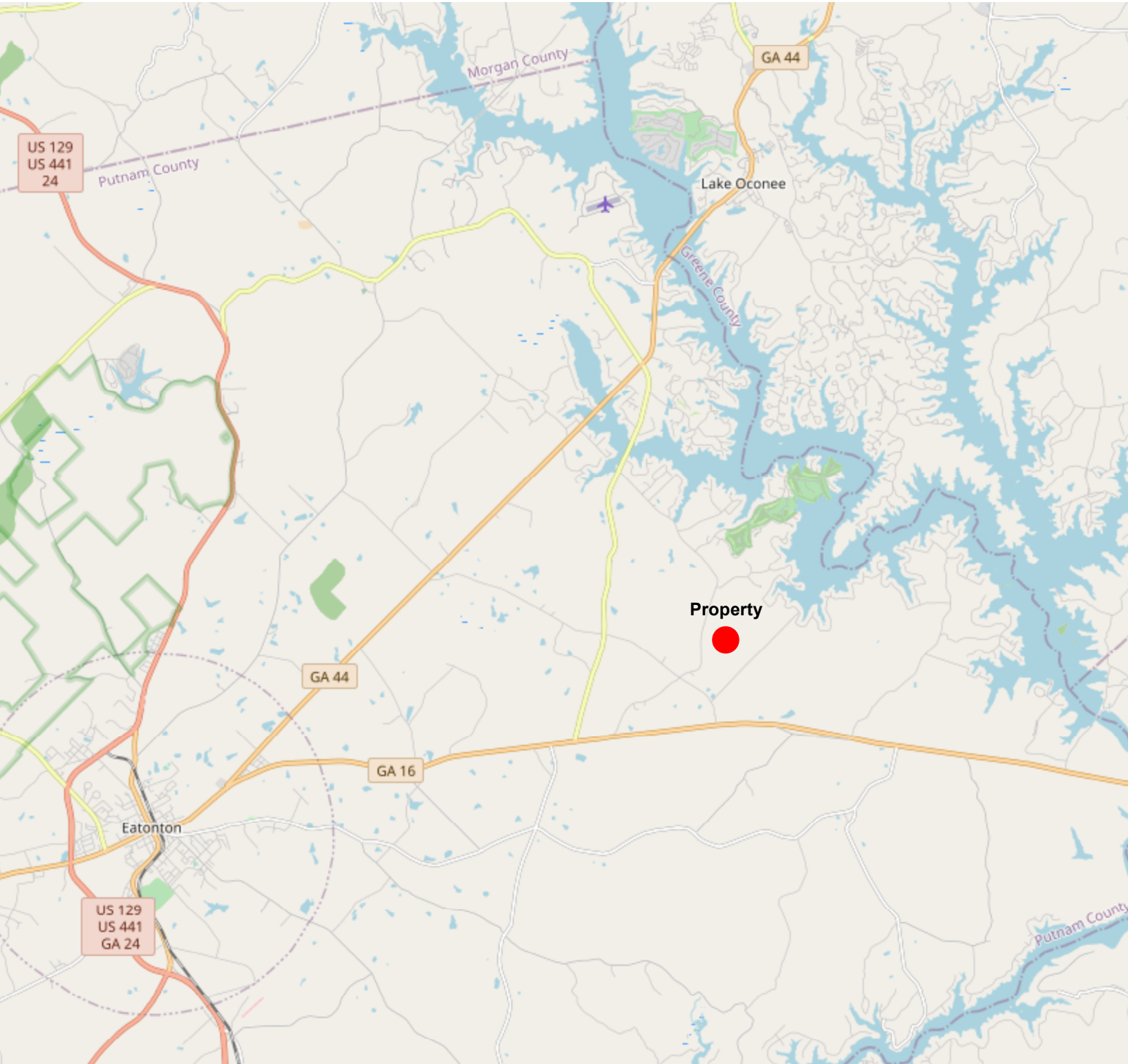
- Offered Divided, In Combinations or As a Whole
- Zoned A4-Agriculture
- Mix of Pasture, Hardwoods and Pine
- Good Building Sites
- Protective Covenants
- Just down from Waters Edge Gated Community
- Recorded Survey

Online Auction

Bidding Opens Wednesday, July 8th at 9:00 A.M.
and Continues until Close Out Thursday, July 9th at 3:00 P.M.

For More Information Call Ben Hudson at 404-307-2261 or
Hudson & Marshall at 478-743-1511

LOCATION MAP



Protective Covenants

(These will not apply if sold as a whole)

Huskins Law Firm
114 1/2 W. MARION ST
EATONTON GA 31024

**DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS FOR
LOTS 1-4
PLAT BOOK 35, PAGE 105**

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PUTNAM COUNTY

SEM

STATE OF GEORGIA
COUNTY OF PUTNAM

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made and published this 26th day of August, 2016, by Calvin Koerner, Trustee of I.Q. Auditing Business Trust, of Bonita Springs, Florida (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Calvin Koerner, Trustee of I.Q. Auditing Business Trust,, are the present owners and developers of Lots 1-4, Wards Chapel Road, located in Putnam County, Georgia, as the same is shown by Plat of Survey of said lots prepared by Dennis Huff, recorded 09/9/2016, in Plat Book 35, Page 105, Clerk's Office, Putnam County Superior Court; and

WHEREAS, It is to the interest, benefit and advantage of Calvin Koerner, Trustee of I.Q. Auditing Business Trust, and each and every person who shall hereafter purchase any of said designated lots in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, be set forth and declared to be covenants running with the land; and

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by owners and each and every subsequent owner of any of said designated lots, Calvin Koerner, Trustee of I.Q. Auditing Business Trust, the present owners, do hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said designated lots and to all persons owning said lots, or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Calvin Koerner, Trustee of I.Q. Auditing Business Trust, until terminated as hereinafter provided, to-wit:

1. **DEFINITIONS:** When used in this "Declaration", the following words shall have the following meanings:
 - a) "The Property" shall mean the property described herein or such other property added by amendment hereto or otherwise shall become subject to this "Declaration".
 - b) "Developer" shall mean Calvin Koerner, Trustee of I.Q. Auditing Business Trust, as it is now or hereafter constituted together with any successor in interest to

Calvin Koerner, Trustee of I.Q. Auditing Business Trust, who expressly assumes responsibility for the continued development of "The Property" and assumes the rights and obligations of the "Developer" under this "Declaration". It is expressly provided herein that Calvin Koerner, Trustee of I.Q. Auditing Business Trust, may delegate its responsibilities as "Developer" hereunder to such individuals, corporations or otherwise by appropriate agreement or Power of Attorney.

- c) "Dwelling Unit" shall mean and refer to any property on which construction of a structure designed for use as a single family dwelling has been completed.
 - d) "Owner" shall mean and refer to the record owner, whether one or more persons or another legal entity, of the fee simple title to any "Lot" or "Dwelling Unit" including "Developer", but excluding those persons having such interest merely as security for the performance of obligation.
 - e) "Persons" shall mean and refer to any individual, corporation, partnership, association, trust or any other legal entity.
- 2) **DWELLING SIZE AND CONSTRUCTION:** Lots shall have the following restrictions on dwelling size and construction:
- a) No home, cottage or other type of permanent dwelling unit shall be constructed or placed upon any lot unless such dwelling unit contains at least 1800 square feet of interior heated space on the main level, excluding basement area, garages, and porches.
 - b) No secondary residential dwelling shall be constructed or placed upon any lot unless such garage or secondary dwelling contains at least 1500 square feet of interior heated space.
 - c) Any auxiliary buildings (non-residential) must not exceed three times the total residential square footage. Attached garages and/or workshops to the main residential dwelling are not included in the auxiliary building square footage totals.
 - d) The exterior construction material of any dwelling, shall only be a masonry exterior such as brick or stone (natural or man-made), stucco, or concrete siding and shall be a color which blends with the surrounding environment. NO vinyl or wood siding will be allowed.
 - e) All building exterior, including exterior color, shall be completed within one year from date construction began.
- 3) **PRIVACY:** A green privacy barrier or forest, trees, and/or shrubbery must be maintained for a depth of at least fifty (50) feet along Wards Chapel Road with an allowance of twenty (20) feet penetrating entranceway.
- 4) **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

All motorcycles, motor vehicles, jeeps, dune buggies, etc. belonging to residents and their guests must be properly equipped with standard mufflers.

- 5) **LIVESTOCK AND POULTRY:** Animals, livestock, or poultry of any kind, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- 6) **GARBAGE AND REFUSE DISPOSAL:** Each lot owner shall provide receptacles for garbage inside the garage and not visible from the road. No lot shall be used or maintained as a dumping ground for rubble. No junk cars, junk boats, junk trailers, junkyards, or trash dumps shall be placed or allowed to remain on the properties.
- 7) **RESTRICTIONS ON USE AND DEVELOPMENT:**
 - a) All homes must be built on site on a permanent foundation. No house trailer or mobile home, modular home or any such similar structure shall be permitted on any "Lot" or "Dwelling Unit" at any time except that of a bona fide contractor actively engaged in the construction of a dwelling on a "Lot" shall be entitled to have a "construction storage trailer" for the purpose of storing tools and materials. This right shall continue only during the active construction period of the residence on the "Lot".
 - b) All of the lots and land in said described subdivision shall be used solely as residential lots, and shall in no way be used for commercial purposes.
 - c) All boats shall be stored in garages or boathouses.
- 8) **VEHICLE PARKING:** No vehicles (including, without limitation, motor vehicles, automobiles, trucks, tractors, motor homes, motorcycles, minibikes, go-carts, campers, boats, trailers or commercial vehicles) may be parked or stored in the streets and roads adjoining the Property, or in the front or side yards of the residence, other than on a driveway approved by the Developer. Motor homes, campers and boats may be parked or stored in the rear yards, provided that they are obscured from view from the street on which the residence fronts by a planted screen or by a privacy fence, either of which must be approved by the Developer. No inoperative motor vehicle or equipment of any description shall be parked or stored on any portion of the Property. In no event may any vehicle having a gross vehicle weight of more than 8500 pounds be parked on any of the Lots in the Development, or in any of the streets or roads in the Development, without the prior written approval of the Developer; provided, however, that this provision shall not be applicable to construction vehicles being used by the Developer, or by a builder approved by the Developer.
- 9) **UNISGHTLY LOT CONDITIONS:** Any unsightly lot appearance such as trash, fallen trees, dead trees, tall unkempt grass, or undergrowth or any other type of debris must be disposed of by owner of lot. If unsightly conditions continue for thirty (30) days or longer after the Developer has given to such Owner written notice, the Developer shall have the right to have such unsightly condition cleared and the

property owner agrees to reimburse the Developer the cost of correcting such condition.

- 10) SUBDIVISION OF LOTS: No Lot shall be rezoned or subdivided by any owner except the Developer, who reserves the right to alter Lot Lines prior to sale to improve, enlarge, or redefine Lots in any given area.
- 11) RECORDING: A copy of these Protective Covenants shall be recorded in public records in the Office of Clerk of Superior Court of Putnam County, Georgia, and all conveyances of said lots shall be subject to these Protective Covenants.
- 12) RESERVATIONS AND CREATIONS OF EASEMENTS:
 - a) Access: "Developer" reserves for itself an easement for access, ingress and egress to and from and over any of the property subject to the "Covenants" as shown on any recorded plats of survey to install, service, replace, maintain, repair and improve any "Common Property" or easements provided for herein or as shown on or established by such plats of survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each "Lot" or "Dwelling Unit" across any other "Lot" or "Dwelling Unit" as may be necessary for the control, maintenance and repair of any utility, water, sanitary sewer or storm water lines, structures or facilities affecting or crossing any such "Lot" or "Dwelling Unit".
 - b) Utilities and Drainage: "Developer" reserves for itself and Putnam County, Georgia or such other political subdivision as may have jurisdiction thereof and for such utility companies the right, title and privilege of a general easement which shall be perpetual, alienable and assignable, to go in and on the property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises in a proper and workmanlike manner, electric, water, gas, telephone and cable television, sanitary, storm sewer drainage systems, surface water drainage systems, and other conveniences and utilities (such systems hereinafter referred to collectively as utility systems), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains, drainage areas, other equipment, apparatus, appliances and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs or other vegetation, make any grading of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The easement herein reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved shall also include the right to construct drain ways for surface water whenever such action may appear to the "Developer" to be necessary. These reservations shall not be considered an obligation of the "Developer" to provide or maintain any such utilities or service. The exercise of this easement for the construction and

installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

- c) No owner of any lot described herein shall grant an easement to any kind to any person or entity for the purpose of serving any adjacent property owner, nor shall any easement be used across any lot to serve adjacent property with the approval of the "Developer".

- 13) DURATION OF COVENANTS: All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, successors and assigns, if any, for a period of fifty (50) years from the execution date of this Declaration, after which time said covenants may be extended by an instrument signed by owners of a majority of the lots hereinbefore described. These covenants may be amended at any time by "Developers", their successors or assigns, or after "Developers" sell all lots, then by owners of lots in said subdivision with the written consent of owners of at least a majority of the described lots.
- 14) AMENDMENT TO COVENANTS: The "Developer" may unilaterally amend this "Declaration" without the consent or approval of other "Owners", so long as such "Developer" owns at least one lot in subdivision. Any such "Developer" amendment shall be applicable to any and all "Owners" whether purchasing prior to such amendment or subsequent thereof.
- 15) VIOLATION OF COVENANTS: In the event of a violation or breach of any of the restrictions contained herein by an lot owner or agent of such owner, the owners of lots, or an of them, jointly or severally, shall have their right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the forgoing, the owners and developers, their successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.
- 16) ENFORCEMENT: Enforcement of this "Declaration" shall be by any proceeding by law or in equity against any person violating or attempting to violate or circumvent any "Covenant" or "Restriction", either to restrain or enjoin violations, damage, or by any appropriate proceeding at law or in equity against the land to enforce any lien created by this "Declaration", and failure by the "Association" or any "Owner" to

enforce any "Covenant or Restriction" herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17) **JURISDICTION, VENUE AND SERVICE OF PROCESS:** All "Owners" by virtue of such "Ownership" do hereby consent to personal jurisdiction and venue and agree to acknowledge service of process in all Courts of Putnam County, Georgia for the purpose of the enforcement of these "Covenants" and the provisions thereof including but not limited to injunctive relief and collection of assessments hereunder.

18) **INTERPRETATION:** In all cases, the "Covenants and Restrictions" set forth or provided for in this "Declaration" shall be construed together and given that interpretation or construction which, in the opinion of "Developer", will best effect the general plan of development and maintenance. The "Covenants and Restrictions" shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implications as to make them fully effective.

19) **SEVERABILITY:** Whenever possible, each provision of this "Declaration" shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this "Declaration" to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provisions or the application of any provision which can be given effect without the invalid provisions or application. And to this end the provision of this "Declaration" are declared to be severable.

IN WITNESS WHEREOF, Calvin Koerner, Trustee of I.Q. Auditing Business Trust have caused this "Declaration of Covenants, Easements and Restrictions" to be executed.

Signed, sealed & delivered
in the presence of:

Whitney Brown
Witness

Calvin Koerner (Seal)
Calvin Koerner, as Trustee of I.Q. Auditing
Business Trust

Shal Kessal
Notary Public

26 Nov 2016

State of Florida
County of Lee
On this 21st day of August
before me personally appeared
Calvin Koerner

to me known to be the person who executed the
foregoing instrument, and acknowledged that he/she
executed the same as his/her free act and deed.

SEAL (signed) *Shal Kessal*
Notary Public



SHALICE KESSAL
MY COMMISSION # FF 056941
EXPIRES: February 2, 2020
Bonded Thru Budget Notary Services

TERMS & CONDITIONS FOR ONLINE BIDDING

ONLINE BIDDING INSTRUCTIONS: To begin the bidding process visit www.hudsonmarshall.com. The H&M Online Auction begins Wednesday, July 8, 2020 at 9:00 A.M. and properties starts closes Thursday, July 9th, 2020 at 3:00 P.M. This window will extend on individual properties for two (2) minutes as long is there is active bidding. Bidders who cannot be available at that time can set a maximum bid on their property of interest. The system will bid on your behalf as much as necessary to maintain your position as high bidder, up to your maximum bid amount. Bidders must have a MyH&M account to bid. Internet connection required.

- ◆ A 10% Buyer's Premium will be added to the High Bid amount.
- ◆ Buyer must execute a cash contract
- ◆ Buyer must provide Articles of Incorporation or signing authority if purchasing in a company name (LLC, etc.).
- ◆ Properties are purchased AS-IS, WHERE IS
- ◆ Properties are sold with NO LIENS, NO BACK TAXES, and INSURABLE TITLE
- ◆ Purchaser pays for Title Insurance
- ◆ All contracts must close within 30 days

EARNEST MONEY: Bidders will be required to pay 10% of the total purchase price down as the earnest money binder.

TERMS OF SALE: Bidders will be notified no later than 5:00 P.M. Friday, July 10, 2020 if their bid is accepted. If the bid is accepted, the Purchase and Sale Agreement will be emailed for execution. Contracts must be signed and returned to Hudson & Marshall no later than Tuesday, July 14, 2020 by 5:00 p.m. and accompanied with the 10% earnest money binder. The earnest money can be in the form of a check or wire transfer. Hudson & Marshall will provide wiring instruction upon notification.

BUYERS PREMIUM: All real estate sold at this auction will be sold with a 10% buyer's premium fee. (Example: If the purchaser bids \$100,000, then we charge 10% (\$10,000) for a final purchase price of \$110,000.

CLOSING COSTS: The Seller shall pay its pro-rata share of the estimated 2020 real estate taxes as a credit to Purchaser at Closing. Purchaser shall be responsible for the 2020 taxes when due. Seller shall also pay the State of Georgia transfer tax and the cost of preparation of the deed which shall be prepared by Seller's attorney. Purchaser shall pay for any title exam fee, title insurance premium or attorney's title opinion, loan closing costs, appraisal fees, recording charges and any and all other costs associated with closing this transaction.

SURVEY: The property will sell by the existing survey.

INSPECTION: All land parcels are available for inspection at anytime.

CLOSING: Full payment and Closing shall occur within thirty (30) days of Seller execution of the contract.

BUYER'S NOTE: Personal on-site inspection of the property is strongly recommended. THE PROPERTY WILL SELL "AS IS - WHERE IS" WITH NO WARRANTIES EXPRESSED OR IMPLIED. Information was gathered from reliable sources and is believed to be correct as of the date this brochure is published; however, this information set forth herein has not been independently verified by seller nor auctioneers. Its accuracy is not warranted in any way. There is no obligation on the part of seller or the auctioneer to update this information. All announcements made on www.hudsonmarshall.com take precedence over all other advertising. Seller has the right to establish a required minimum bid. There is no obligation on the part of the seller to accept any backup bids in the event the high bidder fails to perform. ***All bids are subject to Seller Confirmation.***

AERIAL PHOTOS: The aerial photo in the brochure is for general location purposes only and not guaranteed for complete accuracy. Buyer to independently verify all information provided herein.

PURCHASE AND SALE AGREEMENT: For a copy of the P&S agreement visit www.hudsonmarshall.com or contact Hudson & Marshall at 478-743-1511 for an emailed copy.

AGENCY DISCLOSURE: Hudson & Marshall and all licensees employed by or associated with auctioneers, represent seller in the sale of this property.

LICENSE INFORMATION: BG Hudson Jr. GA #103, AM Marshall IV #1605, RS Slocumb #3512, H&M #274;