

**TERMS OF SALE**  
**and**  
**PUBLIC AUCTION RULES**  
**LOTS 1, 3, 4, 10, 11, 12, 13, 14, 15, 20, 22, 24, 25, 27, 29, 30, 32, AND 34**  
**OF**  
**MEADOW LARK ESTATES**

1 Each lot shall be sold to the highest responsible bidder who meets or exceeds the minimum advertised price for such lot. Seller expressly reserves the right to reject any and all bids.

2 The Memorandum of Auction to which this Terms of Sale is appended and this Terms of Sale are each and both incorporated into the Contract of Sale and the Contract of Sale is amended, modified, and supplemented by the Memorandum of Auction and this Terms of Sale.

3 All bidders must be present at the auction.

4 Unless otherwise expressly indicated in the Memorandum of Auction, the deed will identify the grantee(s) as the party/parties bidding.

5 Before bidding, each bidder should:

a thoroughly inspect both the desired lot(s) and also the Common Areas of Meadow Lark Estates;

b read and review the attached August 30, 2006 Reservations and Restrictive Covenants Meadow Lark Estates recorded in Deed Book 671 at Page 509, September 2014 Declaration of Meadow Lark Estates Homeowners Association recorded in Deed Book 711 at Page 181, Articles of Incorporation of Meadow Lark Estates Homeowners Association, Inc., and 2014 Meadow Lark Estates Homeowners Association Bylaws recorded in Deed Book 771 at Page 189; and

c engage legal counsel to examine and report to bidder the status of the record title to the desired lot(s) and appurtenant Common Areas.

6 Bidders are solely responsible for assessing, evaluating, and judging the desired lot(s) and Common Areas for their own protection. Seller has not made, does not make, and shall not be deemed to have made any affirmation, agreement, covenant, guarantee, inducement, promise, representation, or warranty of any character, description, kind, manner, or nature whatsoever, express, implied, or otherwise, as to, concerning, involving, of, pertaining to, and/or with respect to the lots other than as expressly contained in the Contract of Sale, the Memorandum of Auction, or this Terms of Sale.

7 No surveys have been made pursuant to the established lot lines in contemplation of the sale and surface indicators or markers should not be assumed to correctly denote lot or Common Area boundaries.

8 All lots are being offered and sold encumbered by and subject to all agreements, assessments, conditions, covenants, easements, encumbrances, exceptions, limitations, mineral severances, reservations, restrictions, and servitudes as have been imposed upon the lots by Seller and/or Seller's predecessors in title which are effective and enforceable as of the delivery of the deeds for the lots.

9 Each deed conveying a lot from Seller to an auction purchaser shall contain the following provisions:

a The Lot is granted and conveyed to Grantee(s) burdened and encumbered by and subject to and Grantee(s) accept(s) and take(s) the Lot burdened and encumbered by and subject to (1) the statutory lien(s) securing the payment of the 2019 tax year real property taxes, (2) the non-exclusive easements and/or right of ways and all other matters depicted, illustrated, noted, and/or shown on the Plat, (3) the instrument entitled Reservations and Restrictive Covenants Meadow Lark Estates of record in the Clerk's Office in Deed Book 671 at Page 509, (4) the instrument entitled Declaration of Meadow Lark Estates Homeowners Association of record in the Clerk's Office in Deed Book 771 at Page 181, (5) the articles of incorporation of Meadow Lark Estates Property Owners Association, Inc. ("**Association**"), (6) the bylaws of Association of record in the Clerk's Office in Deed Book 771, at Page 189 (items (3) through (6), the "**Governing Documents**"), (7) the prior conveyance of any, every, and all minerals, mineral estates, mineral formations, mineral interests, mineral rights, mineral substances, mineral strata, and minerals zones, gaseous, liquid, and/or solid, below, beneath, comprising, constituting, in, on, underlying, and/or within the Lot, to (a) Paul F. Thomas and (b) Chase F. Thomas and David M. Thomas, in their capacities as the incumbent and currently acting trustees of The Brian F. Thomas Marital Trust - 2015, as amended, modified, restated, and/or supplemented, and their successor(s) in such capacities, by the deed dated September 12, 2018, of record in the Clerk's Office in Deed Book 813 at Page 463, which minerals are expressly excepted, excluded, and reserved from the operation of this deed, and (8) all other agreements, assessments, conditions, covenants, easements, encumbrances, exceptions, limitations, mineral severances, reservations, restrictions, and servitudes as have been imposed upon the Lot by Grantor and/or Grantor's predecessors in title which are effective and enforceable as of the delivery of this deed, and the covenant of general warranty contained in this deed is limited and qualified by the same.

b Grantee(s), by acceptance of this deed, acknowledge(s) and declare(s) that (1) prior to electing to purchase the Lot, Grantee(s) received and reviewed a copy of Grantor's Terms of Sale and Public Auction Rules Lots 1, 3, 4, 10, 11, 12, 13, 14, 15, 20, 22, 24, 25, 27, 29, 30, 32, and 34 of Meadow Lark Estates and the Governing Documents, (2) Meadow Lark Estates is a limited expense liability planned community form of common interest community wherein all owners of lots are members of Association, (3) the instrument entitled Reservations and Restrictive Covenants Meadow Lark Estates of record in the Clerk's Office in Deed Book 671 at Page 509 requires each lot owner to pay assessments to Association, including an annual road assessment which is established therein as \$250 until otherwise established by Association, (4) Grantee(s) shall pay when due all assessments, costs, dues, expenses, and fees properly assessed and/or levied against the Lot by Association, and (5) Grantee(s) agree(s) to abide by and comply with all of the provisions of the Governing Documents as presently in effect and subsequently amended, modified, restated, and/or supplemented.

10 The amount of \$250 per lot purchased shall be paid by each purchaser to Association as of the closing and settlement of the purchase of a lot from Seller as the initial road fee contemplated by the instrument entitled Reservations and Restrictive Covenants Meadow Lark Estates of record in the Clerk's Office in Deed Book 671 at Page 509.

Accepted and agreed to this \_\_\_ day of November, 2018.

