



## Blue Ridge Land & Auction Co., Inc

### Offering

United Country – Blue Ridge Land & Auction is offering at public auction Auburn Hills Golf Course. This offering includes +- 157 acre, 18 hole golf course located in Riner, VA; Maintenance Building, Clubhouse, Cart Garage, Driving Range, Practice Green, Swimming Pool, Grounds Equipment, 50 Golf Carts, Inventory in Pro-Shop, and Restaurant Equipment. These will be offered all as one. There are Equipment Lists, Golf Course Information, Maps and Property information in Bidder's Packet. Open House from 10am – Noon on Saturday, March 12<sup>th</sup>. Auction Date is Saturday, March 26<sup>th</sup> at 10am at Auburn Hills Golf Course. Bidding online available at <http://www.blueridgelandandauktion.com>.

### Terms and Conditions

10% Buyer's Premium; 10% Earnest Money Deposit; Subject to Confirmation; 30 day close; Buyer's should carefully read Terms and Conditions in Bidder's Packet for registration information and full Terms and Conditions.

### Allowed Use

The zoning for the property is PUDRES PLANNED UNIT DEV as stated on Montgomery County Tax Card. Attached in the this Bidder's Packet is Ordinance 1997-8 which is an amendment to the zoning for Auburn Hills. Bidders should examine this Amendment, the Declaration of Protective Covenants & Restrictions, the Auburn Hills Golf Club, LLC Master Plan, Auburn Hills Golf Club, and Zoning Description.

### Survey and Acreage Comments

There is a discrepancy in acreage between the county has and what the survey shows. The county states that acreage is 156.664 Acres. If one adds Tract "A" of .713 Acre, Tract "B" of 36.851 Acres, and Tract "C" of 123.998 Acres from survey they total 161.562 Acres. However survey states that total acreage is 158.680 Acres. The 158.680 Acres was calculated by adding Tract "A", Tract "B", and Tract "C" then subtracting lot # 29 which at the time was .85 acres and lot # 30 which is 2.03 acres. Lot # 29 has since been revised to 1.621 Acres.

The Deed recorded in public record states that acreage is the total acreage on survey less and except lot # 29 of 1.621 Acres and lot # 30 of 2.03 acres. That total is 157.911 Acres (161.562 Acres less 2.03 Acres and less 1.621 acres). Survey has been included in bidders packet along with tax card and tax map of Montgomery County. Auction Company and Seller are selling this property as +- 157 acres. Purchasers are encouraged to do their own due diligence on noted acreage discrepancies.



**Blue Ridge Land  
& Auction Co., Inc**

## **TERMS OF AUCTION**

**AUCTION FOR** – FORE LLC

**AUCTION LOCATION** – 1581 TURNBERRY LANE; RINER, VA 24149

**AUCTION DATE** – SATURDAY, MARCH 26TH 2016 @ 10AM. ONLINE BIDDING  
AVAILABLE

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with FORE LLC “Seller” to offer to sell at public auction certain Real Property, Golf Course Inventory, Equipment, and Golf Carts located at 1581 TURNBERRY LANE; RINER VA 24149;

**Legal Description** - Tax Map # 119-5A; Parcel # 034513; 10-101, Instrument # 2013008735

156.6640 Acres and Improvements Located on Route # 8; Riner Magisterial District of Montgomery County; Golf Course Inventory, Equipment, and Golf Carts;

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** – Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**PROPERTY DESCRIPTION** – Tax Map # 119-5A; Parcel # 034513; Instrument # 2013008735;

156.6640 Acres and Improvements Located on Route # 8; Riner Magisterial District of Montgomery County, VA; Golf Course Inventory, Equipment, and Golf Carts.

And more commonly known as

**1581 Turnberry Lane, Riner VA 24149;**

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) 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, inspect, and conduct due diligence on the Property, any occupancy of it, title, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record 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. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction and Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered **“AS IS, WHERE IS, WITH ALL FAULTS.”** 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 the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**BIDDER REGISTRATION** – Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. 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. **In order to Register, Bidder's are required to submit a Bank Letter of Credit without conditions or Verified Funds of at least \$1,000,000.00 USD to Auction Company.**

**AUCTION METHOD** – Auction will be “Subject to Confirmation” and conducted on – site at **1581 Turnberry Lane, Riner VA 24149** with online bids being considered while auction is online and until live bids are complete and with live bids being considered starting at approximately **10am EDT on Saturday March 26th, 2016**. Final high bid amount will be the Contract Price plus a 10% Buyer's Premium. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus a 10% Buyer's Premium. Purchaser will be required to make a 10% Earnest Money Deposit and close within 30 days.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately



execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make 10% Earnest Money Deposit on March 26th, 2016. The 10% Earnest Money Deposit is calculated as 10% of final Contract Price which is the high and final bid plus a 10% Buyer's Premium. **The Earnest Money Deposit shall be made with certified funds of at least \$70,000, and the balance greater than \$70,000 can be made from non-certified funds.** If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser fee simple title to the Property by **General Warranty Deed**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for use as a golf course or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

**There is approximately \$130,000.00 USD owed for unpaid State Taxes and unpaid Federal withholding taxes. These taxes will be paid from funds at settlement.**

**RELEASE FOR USE** – Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape

for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

**MISCELLANEOUS** – The Terms of Auction will 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 will be made, except by Auctioneer's written revision or announcement at the Auction.

**INVENTORY, EQUIPMENT, AND GOLF CARTS** – These items are being sold "as-is" and will remain with Golf Course. There is a list of the equipment included in Bidder's Packet.

**OWNER'S RIGHT TO BID** – This Auction is for the sale of Company's Assets. Individual members of Fore LLC have reserved the right to bid, but shall be subject

to such deposit and / or prequalification and registration requirements as are required of the general public.

# CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 26th, 2016, between Fore LLC , owner of record of the Real and Personal Property sold herein (hereinafter referred to as the "Seller"), and

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(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. **Real Property.** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Montgomery, Virginia, and described as:

Address: 1581 Turnberry Lane, Riner VA 24149

Legal Description: Tax Map # 119-5A; Parcel # 034513; Instrument # 2013008735  
156.6640 Acres and Improvements Located on Route # 8; Riner Magisterial District of Montgomery County, VA;

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": **Golf Course Inventory, Golf Course Equipment, and Golf Carts.**

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium is as follows:

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(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. **Deposit.** Purchaser has made a deposit with Seller, of

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(hereinafter referred to as the "Deposit"). The Deposit shall be held by the Seller, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

Sellers' Initials\_\_\_\_\_

Purchasers' Initials\_\_\_\_\_

5. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **April 26th, 2016** ("Settlement Date"). Time is of the essence. If closing fails to occur through no fault of the Seller, the deposit shall be forfeited. Possession shall be given at Settlement.

6. **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. (See Standard Provision J on Exhibit A.)

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

7. **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

8. **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

## 9. **Standard Provisions.**

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for use of a golf course or render the title unmarketable. If a defect is found which can be remedied by

Sellers' Initials\_\_\_\_\_

Purchasers' Initials\_\_\_\_\_

legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract

Sellers' Initials\_\_\_\_\_

Purchasers' Initials\_\_\_\_\_

shall be construed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

\_\_\_\_\_  
Fore LLC (Seller)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Date)

Sellers' Initials\_\_\_\_\_

Purchasers' Initials\_\_\_\_\_



This Deed was prepared by:  
James W. Shortt & Associates, P. C.  
1200 Elm Street, Suite A  
Christiansburg, VA 24073  
Tax Map Reference Nos.: 115-5-A, Parcel No. 034513  
Consideration: \$1,000,000.00  
Assessed Value: \$2,099,500.00  
Title Insurance Underwriter: Unknown to Preparer

**THIS DEED HAS BEEN PREPARED  
WITHOUT BENEFIT OF TITLE EXAMINATION  
BY THE PREPARER**

**THIS DEED**, made and entered into this 5th day of September, 2013, by and between the **AUBURN HILLS GOLF CLUB, LLC, a Virginia Limited Liability Company**, Grantor, and **FORE, llc, a Virginia Limited Liability Company**, herein called Grantee.

**PROVIDES:**

THAT for and in consideration of the sum of One Million Dollars (\$1,000,000.00) cash in hand paid, the receipt of all of which is hereby acknowledged by said Grantor, the Grantor does hereby grant, bargain, sell and convey with GENERAL WARRANTY and Modern English Covenants of title unto the said Grantee all that certain real estate with improvements thereon and appurtenances thereunto belonging, located, lying and being in the Riner Magisterial District of Montgomery County, Virginia and more particularly designated and described as follows, to-wit:

All those certain tracts or parcels of land designated as **Parcel "A"** containing 0.713 acre, more or less, **Parcel "B"**, containing 36.851 acres, more or less, **Parcel "C"** containing 123.998 acres, more or less, as shown and described on a certain plat entitled **"COMPILED PLAT AUBURN HILLS GOLF CLUB, L.L.C. PROPERTIES RINER MAGISTERIAL DISTRICT, MONTGOMERY COUNTY, VIRGINIA"**, dated August 20, 2013 and designated as Project Number B1364B-01 prepared by Draper Aden Associates, revised August 27, 2013, a copy of which said plat is attached hereto and incorporated into this instrument by reference, **LESS AND EXCEPTING THEREFROM**, all of Lot 29 and all of Lot 30 as shown on the aforesaid plat.

**AND BEING** a portion of the same property acquired by the Grantor herein by deed from Jon A. Altizer and Kate M. Altizer, husband and wife, dated the 17th day of June, 1996, and recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia in deed Book 922, at page 151, and by deed from Jon M. Altizer and Katie M.

Altizer (who is the same person as Kate M. Altizer) dated July 1, 1997 and recorded in the aforesaid Clerk's Office in Deed Book 966, at page 717, reference to which deeds is hereby made.

This conveyance is expressly made subject to a certain right of way and easement shown on the aforesaid plat as a 20 feet private ingress and egress easement which said easement burdens the property herein conveyed and benefits those properties shown on the aforesaid plat attached to this instrument.

The conveyance is made is further made subject to any easements, agreements, restrictions, conditions and covenants contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title which have not expired by a time limitation contained therein or have otherwise become ineffective and to matters visible upon inspection, including but not limited to, those public utility and drainage easements as sown on the aforesaid plat attached to this instrument.

As part of the consideration for this deed, the Grantee, as evidenced by his signature to this instrument, does covenant and agree, for himself, his heirs, successors in interest and assigns that the property herein conveyed by this instrument shall be used and remain as a semi private golf course open to the public for membership and public use and play for a period of no less than one (1) year from the date of the recordation of this instrument in the Clerk's Office of the Circuit Court of Montgomery County, Virginia. This provision shall be deemed a covenant running with the land.

WITNESS the following signatures and seals.

(THE REMAINDER OF THIS PAGE LEFT BLANK)

AUBURN HILLS GOLF CLUB, LLC, a Virginia  
Limited Liability Company

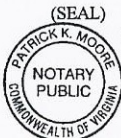
By: John D. Sutherland (SEAL)  
John D. Sutherland, Managing Member

COMMONWEALTH OF VIRGINIA  
COUNTY OF MONTGOMERY

The foregoing instrument was signed and acknowledged before me in the County and State aforesaid, this 5<sup>th</sup> day of September, 2013 by John D. Sutherland, Managing Member of Auburn Hills Golf Club, LLC, a Virginia Limited Liability Company, on behalf of the Limited Liability Company.

My commission expires: 01-31-2014  
Registration Number: 218570

Patrick K. Moore  
Notary Public



PATRICK K. MOORE  
NOTARY PUBLIC  
COMMONWEALTH  
OF VIRGINIA  
MY COMMISSION EXPIRES  
JAN. 31, 2014  
REG. #218570

FORE, llc, a Virginia Limited Liability Company,

Phillip E. Nolen (SEAL)  
Phillip E. Nolen, Managing Member

COMMONWEALTH OF VIRGINIA  
COUNTY OF MONTGOMERY

The foregoing instrument was signed and acknowledged before me in the County and State aforesaid this 5<sup>th</sup> day of September, 2013 by Phillip E. Nolen, Managing member of FORE, llc, a Virginia Limited Liability Company, on behalf of the Limited Liability Company.

My Commission expires: 01-31-2014  
Registration Number: 218570

Patrick K. Moore  
Notary Public



PATRICK K. MOORE  
NOTARY PUBLIC  
COMMONWEALTH  
OF VIRGINIA  
MY COMMISSION EXPIRES  
JAN. 31, 2014  
REG. #218570

INSTRUMENT #13008735  
RECORDED IN THE CLERK'S OFFICE OF  
MONTGOMERY COUNTY ON  
SEPTEMBER 5, 2013 AT 03:54PM  
\$2,099.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$1,049.75 LOCAL: \$1,049.75

ERICA W. WILLIAMS, CLERK  
RECORDED BY: LMW

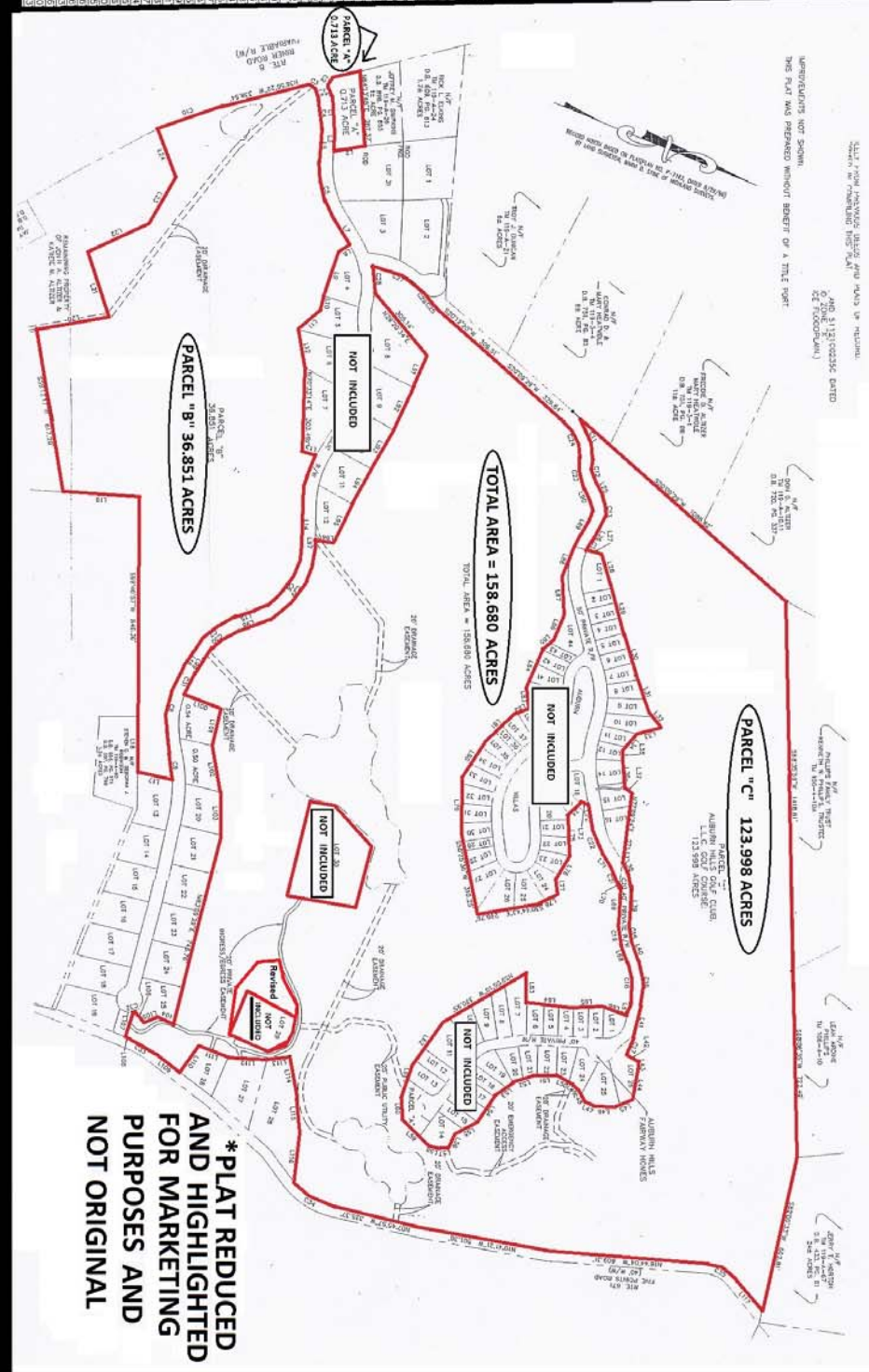
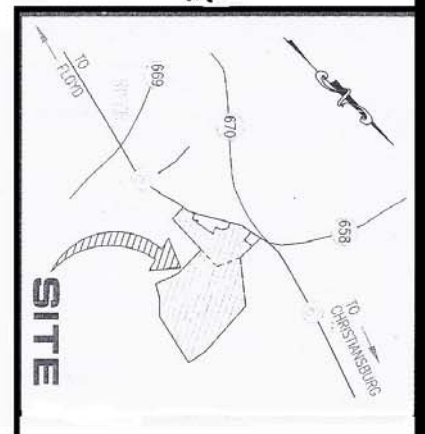


LINE	BEARING	FEET	ANGLE	CHORD LENGTH	CHORD BEARING
1	N 83°46'22"W	124.11		124.11	S 89°4'22"E
2	N 83°46'22"W	124.11		124.11	S 89°4'22"E
3	N 83°46'22"W	124.11		124.11	S 89°4'22"E
4	N 83°46'22"W	124.11		124.11	S 89°4'22"E
5	N 83°46'22"W	124.11		124.11	S 89°4'22"E
6	N 83°46'22"W	124.11		124.11	S 89°4'22"E
7	N 83°46'22"W	124.11		124.11	S 89°4'22"E
8	N 83°46'22"W	124.11		124.11	S 89°4'22"E
9	N 83°46'22"W	124.11		124.11	S 89°4'22"E
10	N 83°46'22"W	124.11		124.11	S 89°4'22"E
11	N 83°46'22"W	124.11		124.11	S 89°4'22"E
12	N 83°46'22"W	124.11		124.11	S 89°4'22"E
13	N 83°46'22"W	124.11		124.11	S 89°4'22"E
14	N 83°46'22"W	124.11		124.11	S 89°4'22"E
15	N 83°46'22"W	124.11		124.11	S 89°4'22"E
16	N 83°46'22"W	124.11		124.11	S 89°4'22"E
17	N 83°46'22"W	124.11		124.11	S 89°4'22"E
18	N 83°46'22"W	124.11		124.11	S 89°4'22"E
19	N 83°46'22"W	124.11		124.11	S 89°4'22"E
20	N 83°46'22"W	124.11		124.11	S 89°4'22"E
21	N 83°46'22"W	124.11		124.11	S 89°4'22"E
22	N 83°46'22"W	124.11		124.11	S 89°4'22"E
23	N 83°46'22"W	124.11		124.11	S 89°4'22"E
24	N 83°46'22"W	124.11		124.11	S 89°4'22"E
25	N 83°46'22"W	124.11		124.11	S 89°4'22"E
26	N 83°46'22"W	124.11		124.11	S 89°4'22"E
27	N 83°46'22"W	124.11		124.11	S 89°4'22"E
28	N 83°46'22"W	124.11		124.11	S 89°4'22"E
29	N 83°46'22"W	124.11		124.11	S 89°4'22"E
30	N 83°46'22"W	124.11		124.11	S 89°4'22"E
31	N 83°46'22"W	124.11		124.11	S 89°4'22"E
32	N 83°46'22"W	124.11		124.11	S 89°4'22"E
33	N 83°46'22"W	124.11		124.11	S 89°4'22"E
34	N 83°46'22"W	124.11		124.11	S 89°4'22"E
35	N 83°46'22"W	124.11		124.11	S 89°4'22"E
36	N 83°46'22"W	124.11		124.11	S 89°4'22"E
37	N 83°46'22"W	124.11		124.11	S 89°4'22"E
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42	N 83°46'22"W	124.11		124.11	S 89°4'22"E
43	N 83°46'22"W	124.11		124.11	S 89°4'22"E
44	N 83°46'22"W	124.11		124.11	S 89°4'22"E
45	N 83°46'22"W	124.11		124.11	S 89°4'22"E
46	N 83°46'22"W	124.11		124.11	S 89°4'22"E
47	N 83°46'22"W	124.11		124.11	S 89°4'22"E
48	N 83°46'22"W	124.11		124.11	S 89°4'22"E
49	N 83°46'22"W	124.11		124.11	S 89°4'22"E
50	N 83°46'22"W	124.11		124.11	S 89°4'22"E
51	N 83°46'22"W	124.11		124.11	S 89°4'22"E
52	N 83°46'22"W	124.11		124.11	S 89°4'22"E
53	N 83°46'22"W	124.11		124.11	S 89°4'22"E
54	N 83°46'22"W	124.11		124.11	S 89°4'22"E
55	N 83°46'22"W	124.11		124.11	S 89°4'22"E
56	N 83°46'22"W	124.11		124.11	S 89°4'22"E
57	N 83°46'22"W	124.11		124.11	S 89°4'22"E
58	N 83°46'22"W	124.11		124.11	S 89°4'22"E
59	N 83°46'22"W	124.11		124.11	S 89°4'22"E
60	N 83°46'22"W	124.11		124.11	S 89°4'22"E
61	N 83°46'22"W	124.11		124.11	S 89°4'22"E
62	N 83°46'22"W	124.11		124.11	S 89°4'22"E
63	N 83°46'22"W	124.11		124.11	S 89°4'22"E
64	N 83°46'22"W	124.11		124.11	S 89°4'22"E
65	N 83°46'22"W	124.11		124.11	S 89°4'22"E
66	N 83°46'22"W	124.11		124.11	S 89°4'22"E
67	N 83°46'22"W	124.11		124.11	S 89°4'22"E
68	N 83°46'22"W	124.11		124.11	S 89°4'22"E
69	N 83°46'22"W	124.11		124.11	S 89°4'22"E
70	N 83°46'22"W	124.11		124.11	S 89°4'22"E
71	N 83°46'22"W	124.11		124.11	S 89°4'22"E
72	N 83°46'22"W	124.11		124.11	S 89°4'22"E
73	N 83°46'22"W	124.11		124.11	S 89°4'22"E
74	N 83°46'22"W	124.11		124.11	S 89°4'22"E
75	N 83°46'22"W	124.11		124.11	S 89°4'22"E
76	N 83°46'22"W	124.11		124.11	S 89°4'22"E
77	N 83°46'22"W	124.11		124.11	S 89°4'22"E
78	N 83°46'22"W	124.11		124.11	S 89°4'22"E
79	N 83°46'22"W	124.11		124.11	S 89°4'22"E
80	N 83°46'22"W	124.11		124.11	S 89°4'22"E
81	N 83°46'22"W	124.11		124.11	S 89°4'22"E
82	N 83°46'22"W	124.11		124.11	S 89°4'22"E
83	N 83°46'22"W	124.11		124.11	S 89°4'22"E
84	N 83°46'22"W	124.11		124.11	S 89°4'22"E
85	N 83°46'22"W	124.11		124.11	S 89°4'22"E
86	N 83°46'22"W	124.11		124.11	S 89°4'22"E
87	N 83°46'22"W	124.11		124.11	S 89°4'22"E
88	N 83°46'22"W	124.11		124.11	S 89°4'22"E
89	N 83°46'22"W	124.11		124.11	S 89°4'22"E
90	N 83°46'22"W	124.11		124.11	S 89°4'22"E
91	N 83°46'22"W	124.11		124.11	S 89°4'22"E
92	N 83°46'22"W	124.11		124.11	S 89°4'22"E
93	N 83°46'22"W	124.11		124.11	S 89°4'22"E
94	N 83°46'22"W	124.11		124.11	S 89°4'22"E
95	N 83°46'22"W	124.11		124.11	S 89°4'22"E
96	N 83°46'22"W	124.11		124.11	S 89°4'22"E
97	N 83°46'22"W	124.11		124.11	S 89°4'22"E
98	N 83°46'22"W	124.11		124.11	S 89°4'22"E
99	N 83°46'22"W	124.11		124.11	S 89°4'22"E
100	N 83°46'22"W	124.11		124.11	S 89°4'22"E

**Auburn Hills Golf Club**  
 River District, Montgomery County, VA

**NOTES:**

1. THIS PLAT COMPILED SOLELY FROM PREVIOUS DEEDS AND PLATS OF RECORD NO FIELD SURVEY PERFORMED IN COMPLYING THIS PLAT.
2. ACCORDING TO FEMA COMMUNITY PANELS NO. 51121C0230C, AND 51121C0235C DATE SEPT. 25, 2009 THE PROPERTIES LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE .2% ANNUAL CHANCE FLOODPLAIN.)
3. IMPROVEMENTS NOT SHOWN
4. THIS PLAT WAS PREPARED WITHOUT BENEFIT OF TITLE REPORT







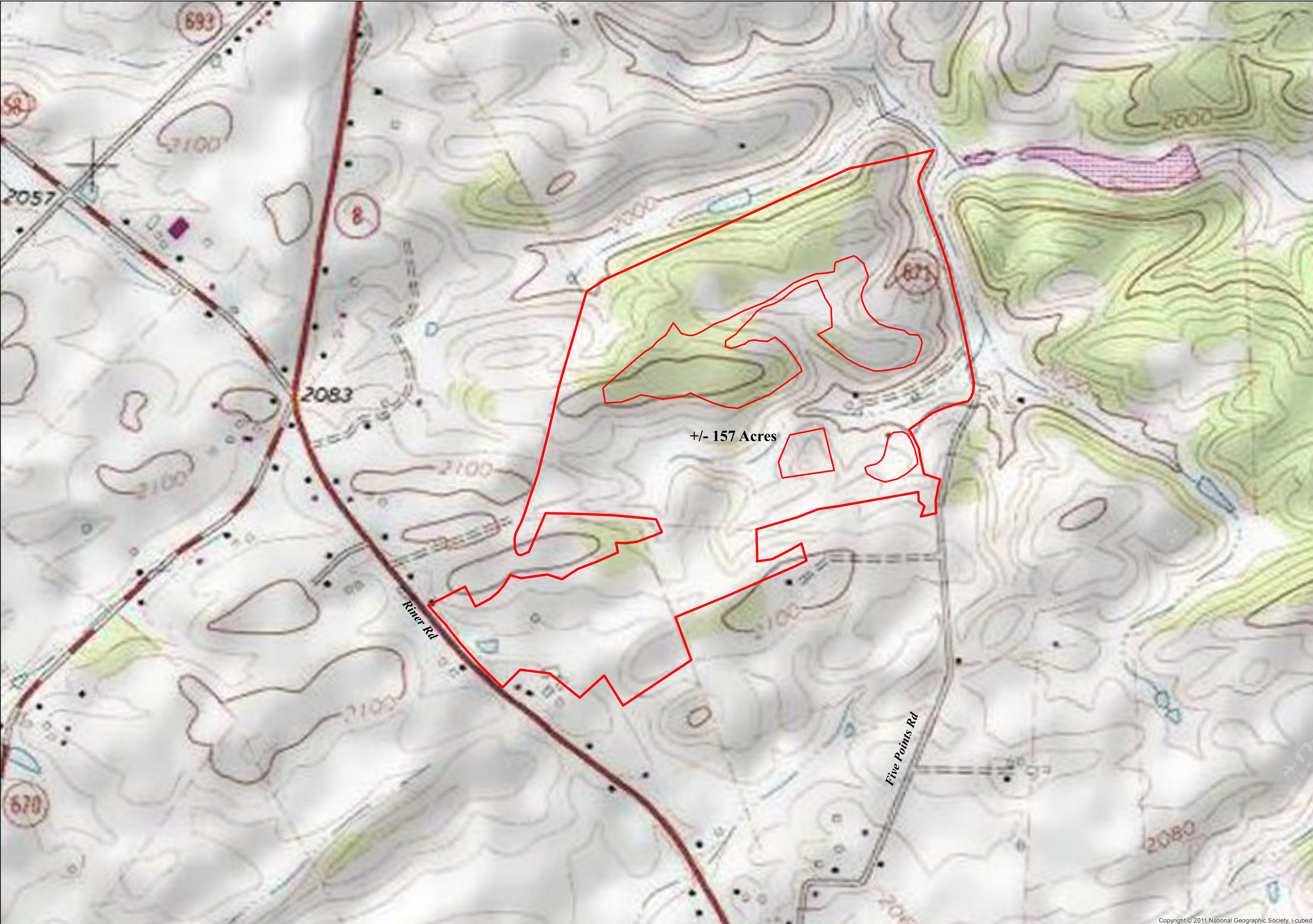
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 250 500 1,000 Feet

Auburn Hills Golf Club







+/- 157 Acres

River Rd

Five Points Rd

Auburn Hills Golf Club

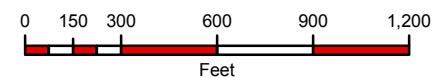






Map Prepared by Montgomery County, Va  
Planning and GIS Services, 02/25/2016

**Auburn Hills**  
**(Parcel ID - 034513)**





**Montgomery County GIS Map - 156.66 AC**

**Five Points  
Road**

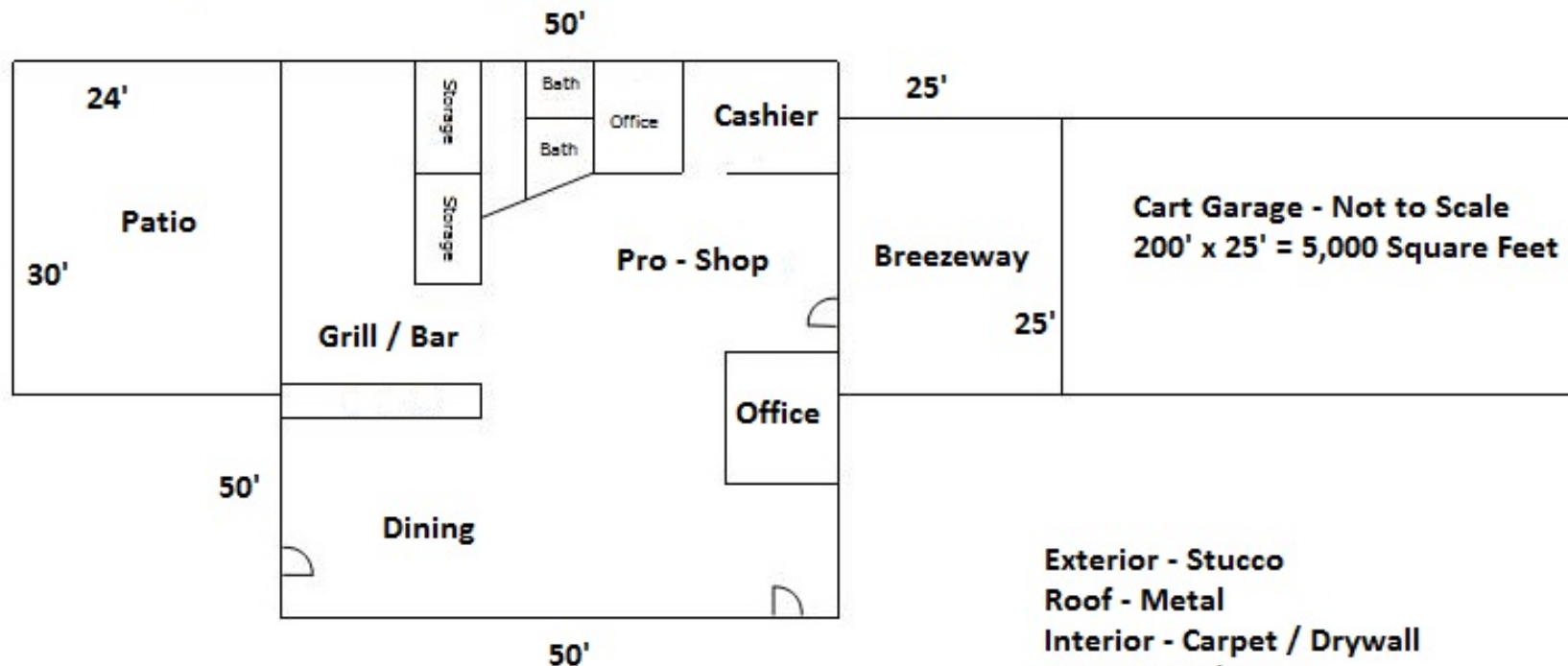
**Turnberry  
Lane**

**Riner Road**



# Clubhouse - 50' x 50'

## 2,500 Square Feet



Exterior - Stucco  
Roof - Metal  
Interior - Carpet / Drywall  
Central Air / Heat  
Built in 1999

## PROFILE

Parcel	034513	Municipality	MR RINER
Alt_ID	119- 5 A	NBHD	MC330000
Address	1581 TURNBERRY LN	School District	
Owner	FORE LLC	Zoning	PUDRES PLANNED UNIT DEV.
Owner		Utilities	1
Mailing Addr		Utilities	
Mailing Addr		Utilities	
Mailing Addr		Land Area	156.6640
Description	AUBURN HILLS GOLF CLUB	Street/Road	TURNBERRY LN
Description	REMAINING ACRES	Subdivision Name	AUBURN HILLS GOLF CLUB
Description		Subdivision No.	AUBHGLF
Land Use Code	462		
LUC Description	GOLF DRIV RANGE & MINI GOLF COURSES		

## VALUE SUMMARY

Land	783300	Building	642700	Total	1426000
Assessed Land	783300	Assessed Building	642700	Assessed Total	1426000
Prior Land	783300	Prior Building	606300	Prior Total	1389600

## PRIMARY RESIDENTIAL CARD

Card	Basement	-	Frpl Prefab	
Stories	SFLA		Frpl OP/ST	/
Use	HT/AC	-	Bsmt Gar	
Type	Fuel	-	Grade	-
Year Built	System	-	Cond (CDU)	-
Year Remld	Attic	-	% Complete	
Total Rooms	Fin Basement		Family Room	
Bedroom	Rec Room		Ext. Material	
Full Bath	Half Bath			

## COMMERCIAL CARD

Year Built	1999	Stories	1.0	Grade	25/1
Eff. Yr. Built	1999	Gross Flr. Area	7500	Imp Name	AUBURN HILLS GOLF
Units	1	Structure	501/501		
Note 1	50 X 50 PRO SHOP	Note 2	PAVING @ POOL & C		

## LAND

Classification	Eff. Front	Eff. Depth	Type	Ag.
			A	

## AGRICULTURE

Classification	Sub Class	Acres
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## OTHER ITEMS

Code	Description	Yr Blt	Sq Ft
PHF	POOL HOUSE	1999	1300
PIC	PICNIC	2015	720
C05	ASPHALT	1999	18000
C31	AVG QUAL	1999	1
PGN	POOL-	1999	1540
PGN	POOL-	1999	100

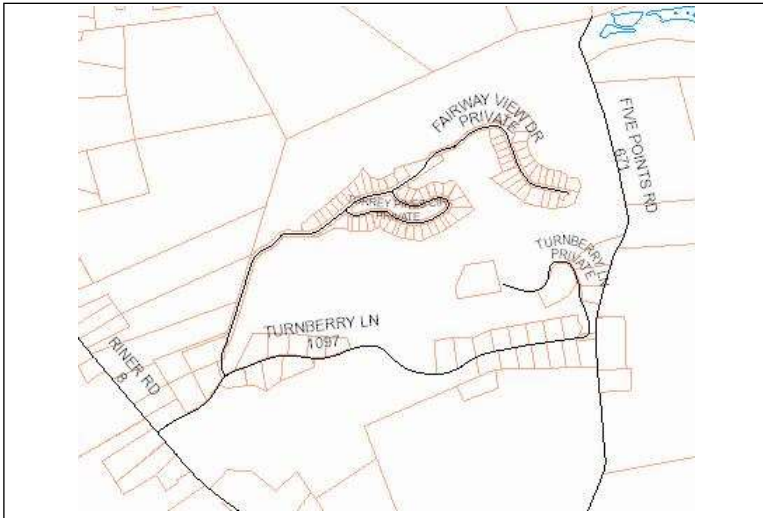
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## SALES HISTORY

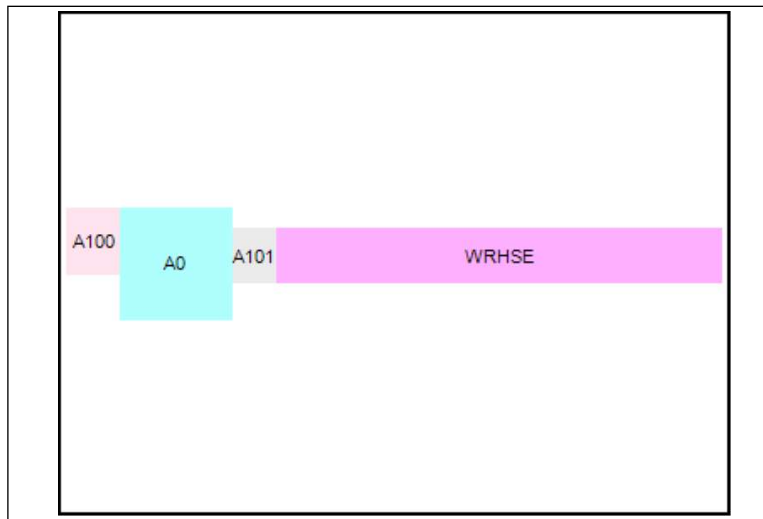
Date	Book-Page	Grantor	Sale	Desc	Parcels	Amount
30-JUN-2005	00260040		20	PARTIAL CONVEYANCE		
05-SEP-2013	2013008735	AUBURN HILLS GOLF CLUB	41	BUSINESS TO BUSINESS	1	1,000,000

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## MAP



## SKETCH



## Sketch Legend

A0, RETAIL STORE, 2500 Sq. Ft.  
A1, WAREHOUSE, 5000 Sq. Ft.  
A101, CANOPY ROOF/SLAB, 500 Sq. Ft.  
A100, PATIO, 720 Sq. Ft.

## **ADDITIONAL COMMENTS ON EQUIPMENT AND INVENTORY**

### **Equipment not on list**

There is a John Deere 5105 Tractor which is included with sale not documented on Equipment list. Tractor was bought in 2014 for \$15,000.

### **Membership and Rounds**

1- Total rounds of golf are approximately 16,000 including member rounds. 18 Hole rounds- 7,000, 9 Hole rounds 2,300, Member Rounds 6,700

2- Currently we have 160 members. We have 80 Full Golfing Members and 80 Birdie/Bald Eagle Members. We had approximately 120 Birdie/Bald/Social Members during the peak of the summer but as you can see some of the membership rounds were used up. We had 80 pool members last Summer.

Attached you will find the annual dues for membership. Our website is current also

### **Kitchen Equipment**

Sun Fire Flat Top Grill/Oven and Hood  
Beverage Air 3 door Freezer  
(2) Beverage Air 2 door Fridge  
Fryer Master Fryer  
Beverage Air Keg (4 taps)  
3 Compartment Sink  
Ice Machine  
4 Compartment behind bar cooler  
Misc items crock pots, supplies, etc.

### **Pro – Shop Inventory List**

List provided is most recent snapshot. It changes daily. Inventory on day of sale transfers to new owner.



# ADDENDUM

## Major Equipment Listing

Manufacturer	Model	Type	Year
John Deere	2500B	Greensmower	2012
John Deere	2500B	Greensmower	2012
John Deere	Z970A	Zero Turn Mower	2012
John Deere	1200 Hydro	Sand Pro	2012
Ventrac	4200 VXD	Mower	2012
John Deere	Turf TX	Gator	2008 2010
John Deere	4320	Tractor/Lander	2008 2010
Toro	3500D	Sidewinder	2006
John Deere	Aerator 886	Aerator Unit	2004
John Deere	HD2020	Multi Use unit	2005
John Deere	3235C	Fairway Unit	2005
John Deere	3235C	Fairway Unit	2004
Toro	3100	Greensmower	1999
Toro	HD4200	Workman unit	1998
Ford	Ranger	Pick Up Truck	1995

## Attachments & Others

Manufacturer	Model	Description	Year
Progressive	Pro Flex 120	Gang mower - 5 blades	2012
John Deere	AerCore 800	Aerator	2008
Buffalo		Turbine blower attachment	2006
John Deere	HD200	Spray Unit	2005
LandPride		Slit Seeder Unit	2000
Toro		Top Dressing Spreader Unit	1998
Foley		Bench Grinder	1982

## Golf Cart Fleet

★ Club Car	Precedent	30 carts	2009
★ Club Car	Precedent	20 carts	2010

★ New batteries just installed

*gdl*

## Equipment Assets

• John Deere Gator – Turf TX	\$3,500.00
• John Deere Tractor 4320	\$16,000.00
• John Deere Tractor Loader Attachment – 400X	\$2,500.00
• Progressive Pro-Flex 120 Attachment – Rough Unit – Tractor Pull Behind	\$18,000.00
• Toro Groundsmaster 3500-D Sidewinder – Surround Mower	\$14,000.00
• Toro 686 Aerator – Tractor Pull Behind – Fairways	\$1,000.00
• Toro Heavy Duty Workman 4200	\$2,500.00
• Toro Top Dresser 1800 – Workman or Pro Gator mount	\$2,000.00
• John Deere Aercore 800 – Walking aerifier	\$9,000.00
• John Deere Triplex – 2500 B – Greens Unit	\$18,000.00
• John Deere Triplex – 2500 B – Tee Unit	\$18,000.00
• Toro 3100 Greensmaster Triplex	\$4,500.00
• 3 Club car carryalls	\$3,000.00
• 2 - John Deere 3235 Fairway Units	\$25,000.00
• Progator 2020 Heavy duty	\$12,000.00
• HD 200 Sprayer attachment for Progator	\$3,000.00
• John Deere Z-Trac – Z970A	\$8,000.00
• Land Pride Slit Seeder	\$2,500.00
• Buffalo Blower – Tractor Mount	\$1,000.00
• Ventrac 4200VXD All Terrain Mower	\$17,500.00
• Sweeper Attachment for Ventrac	\$2,500.00
• Blower attachment for Ventrac	\$600.00
• John Deere 1200 Hydro – Sand Pro	\$11,000.00
• Bushhog grading attachment – Tractor mount	\$500.00
• Drag brush for greens	\$100.00
• Drag mat – cocoa fiber	\$100.00
• Fertilizer Spreader – 500 lb – Tractor Mount	\$500.00
• Ford Pickup Truck	\$2,000.00

\$198,300.00

391-4041



# MOTIVE POWER INC.



GOLF CARTS • NEW & USED  
PURCHASE • RENT • LEASE  
PARTS • SERVICE ALL MODELS

ORDER NO.

☒ 2539 Steelsburg Hwy. Cedar Bluff, VA 24609  
PH (276) 963-2256 FAX (276) 963-7219

☐ 1822 East Lee Hwy., Wytheville, VA 24382  
PH (276) 227-0000

CUSTOMER

ADDRESS

CITY, STATE, ZIP

PHONE

SHIP VIA

☐ CUSTOMER P/U ☒ OUR TRUCK ☐ OTHER

Riner, VA

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
50		2014 Club Car Prec. 12 gas w/ Canopy, Windshield, Bag Carrier Info Holder, Nameplate, Bell & Club Cleaner & Sand Bottle	\$ 4,359.00	\$ 217,950.00
50		Club Car Golf Cart Trade in	1,700.00	85,000
		Keith		
		Dennis Hays		
		9642535		
		9700709		
		3041575-1110		
		Springer		
		667		
				\$ 132,950.00

*Thank You!*

USED GOLF CARTS SOLD IN "AS IS" CONDITION

SUB TOTAL

HOURS LABOR @ 50.00/HR

SHIPPING-PICKUP-DELIVERY

TAX: VA 5% KY 6% WV 6% TN 9.5%

BALANCE DUE

CUSTOMER SIGNATURE

\$ 217,950.00



Auburn Hills

SERIAL NUMBER PR1437492391

PR1437492395 PR1437492398

PR1437492399 PR1437492401

PR1437492403 PR1437492405

PR1437492408 PR1437492410

PR1437492412 PR1437492416

PR1437492418 PR1437492421

PR1437492422 PR1437492426

PR1437492428 PR1437492430

PR1437492433 PR1437492435

PR1437492437 PR1437492439

PR1437492441 PR1437492443

PR1437492446 PR1437492448

PR1437492449 PR1437492452

PR1437492454

SERIAL NUMBER PR1437492457

PREVIOUS INVOICE 295070

PR1437492458 PR1437492462

PR1437492464 PR1437492466

PR1437492467 PR1437492469

PR1437492472 PR1437492474

PR1437492477 PR1437492479

PR1437492481 PR1437492483

PR1437492486 PR1437492487

PR1437492489 PR1437492491

PR1437492493 PR1437492495

PR1437492496 PR1437492500

PR1437492502

2014

Club Car - Gas 60/60

132,950

**Auburn Hills****Inventory Report (stocked items), by Dept**Today is 02/29/2016 4:07 PM  
Server ID 10.40.9.71

Store: Auburn Hills

**Merchandise**

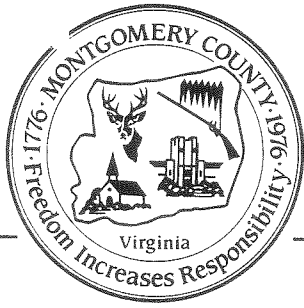
SKU	Description	In Stock	Avg Cost	Retail Price	Cost of Stock	Retail Value	Potential Net
10004	Ahead Vest	1	26.97	44.95	26.97	44.95	17.98
10013	Page and Tuttle Cool Swing	1	25.50	42.50	25.50	42.50	17.00
10042	Srixon - Jr. Gift Pack	3	8.95	16.95	26.85	50.85	24.00
10051	AHGC - Beanie	8	7.00	16.00	56.00	128.00	72.00
10062	Ahead Shirt	15	31.00	49.95	465.00	749.25	284.25
10063	Ahead Stripe Shirt	11	35.00	59.95	385.00	659.45	274.45
10069	Fleece Pullover	2	32.00	49.95	64.00	99.90	35.90
10071	Ahead Jacket	1	36.00	54.95	36.00	54.95	18.95
10072	Windshirt/Pullover	6	18.60	44.95	111.60	269.70	158.10
10073	Ahead Rugby Pullover	2	35.28	59.95	70.56	119.90	49.34
10074	Ahead Basic Polo	3	24.70	42.00	74.10	126.00	51.90
10075	AHEAD BASIC TRIM	8	27.92	47.00	223.36	376.00	152.64
10076	Ahead Stripe	3	29.76	49.95	89.28	149.85	60.57
10077	Ahead Cool Shirt	8	34.50	54.95	276.00	439.60	163.60
10085	NXT 16	60	6.81	8.50	408.60	510.00	101.40
10086	Titleist Velocity	48	5.44	7.00	261.12	336.00	74.88
10087	DT True Soft	24	4.56	5.75	109.44	138.00	28.56
20001	Bermuda Sands LS Solid	1	23.10	44.95	23.10	44.95	21.85
20008	Page and Tuttle Shirt	14	18.00	34.99	252.00	489.86	237.86
20009	Page and Tuttle Pullover	1	23.00	43.99	23.00	43.99	20.99
6103	NXT Tour	17	7.00	8.50	119.00	144.50	25.50
6118	Pinnacle 15 Pack	74	8.70	18.00	643.80	1332.00	688.20
6158	Bridgestone B330	80	6.45	10.75	516.00	860.00	344.00
6182	Single Balls	27	0.60	1.50	16.20	40.50	24.30
6187	Callaway Super Soft	26	18.50	5.50	481.00	143.00	-338.00
6188	Strata 15 Ball Pack	12	16.00	16.00	192.00	192.00	0.00
6189	Bridgestone Laddie 15 Pack	5	9.50	14.00	47.50	70.00	22.50
6190	Bridgestone E6 AH Package	38	11.00	14.00	418.00	532.00	114.00
6196	Bridgestone E5, E6, E7	49	5.50	7.00	269.50	343.00	73.50
6197	Pro V1/X	37	9.50	12.50	351.50	462.50	111.00

6198	Callaway Chrome Soft	7	8.00	9.50	56.00	66.50	10.50
6404	Weather Sof Glove	44	6.57	11.95	289.08	525.80	236.72
6408	Titleist Gloves	27	8.37	15.95	225.99	430.65	204.66
6418	VT Footjoy Glove	18	7.20	15.95	129.60	287.10	157.50
6421	Footjoy Winter Gloves	4	10.80	21.00	43.20	84.00	40.80
6422	Bridgestone Glove	15	7.20	13.95	108.00	209.25	101.25
6425	Callaway Glove	32	7.50	12.00	240.00	384.00	144.00
6426	Bridgestone Fix Glove	28	6.00	11.00	168.00	308.00	140.00
6436	Zero Friction Glove	11	6.00	10.00	66.00	110.00	44.00
6588	Ashworth Widshirt	1	32.97	54.95	32.97	54.95	21.98
6652	Titleist Visor	4	11.50	21.00	46.00	84.00	38.00
6653	Pink Ribbon Titleist Hat	2	12.50	23.00	25.00	46.00	21.00
6654	Bridgestone Hat	4	12.00	24.00	48.00	96.00	48.00
6655	Auburn Hills Hat	1	8.00	16.95	8.00	16.95	8.95
6656	Titleist Hat	2	14.50	25.00	29.00	50.00	21.00
6657	Callaway Twill	1	15.00	25.00	15.00	25.00	10.00
6658	Callaway Tour Weather	1	17.00	28.00	17.00	28.00	11.00
6659	VT Fitted Cap	12	17.50	29.95	210.00	359.40	149.40
6701	Greenjoy Shoes	1	29.99	64.95	29.99	64.95	34.96
6736	Green Joy 2015	3	41.00	68.00	123.00	204.00	81.00
6737	Hydro Lite Shoes	3	105.00	105.00	315.00	315.00	0.00
6738	Contour Shoes 2015	4	80.00	130.00	320.00	520.00	200.00
6806	BW Fast Twist Spike	139	0.42	0.70	58.38	97.30	38.92
6902	Long White Tees	30	0.57	0.95	17.10	28.50	11.40
6911	Hand Warmers	32	1.14	1.90	36.48	60.80	24.32
6939	Shoe Bag	10	8.97	14.95	89.70	149.50	59.80
6946	Callaway SR Ball	4	7.20	12.50	28.80	50.00	21.20
6961	Auburn Hills Towel	6	8.00	16.95	48.00	101.70	53.70
6962	Poker Chip	207	0.00	2.00	0.00	414.00	414.00
6964	Foot Joy Socks	46	6.75	10.00	310.50	460.00	149.50
6974	Rocky Parel Especial	1	5.50	9.50	5.50	9.50	4.00
6976	Koozie	149	1.35	2.50	201.15	372.50	171.35
6978	Cooler Golf Bag	11	12.00	24.95	132.00	274.45	142.45

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<b>Dept Total</b>	<b>1445</b>	<b>N/A</b>	<b>N/A</b>	<b>9534.42</b>	<b>15281.00</b>	<b>5746.58</b>
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**NOT  
DEFINED**



**MONTGOMERY COUNTY  
DEPARTMENT OF PLANNING & INSPECTIONS**

Planning & Zoning  
Building Inspections  
Grants Coordinator  
Mapping

4 South Franklin Street • P.O. Box 6126 • Christiansburg, VA 24068-6126

July 10, 1998

Joe Draper  
Draper Aden Associates  
2206 South Main Street  
Blacksburg, VA 24060

RE: Master Plan for Auburn Hills Golf Club (revised 7/10/98) and site plan for club house and golf cart storage building (6/11/98).

Dear Mr. Draper:

I have reviewed the revised master plan and find that the revision can be considered a minor amendment, and that it meets all requirements of the zoning ordinance. Therefore, according to the provisions of Section 10-255 of the zoning ordinance, the revised master plan is approved.

Also, I find that the site plan for club house and golf cart storage building is in conformance with the revised master plan. This plan will be approved for construction as soon as we have a copy signed by Mr. Jon Altizer.

Sincerely,

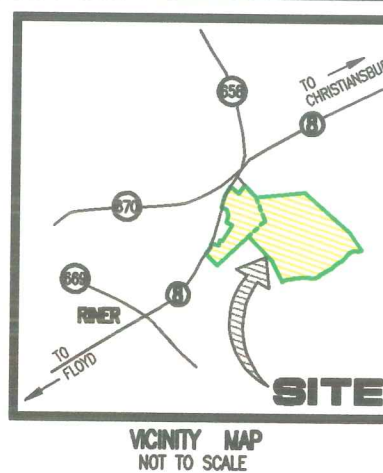
J. Scott  
Zoning Administrator

JS/c

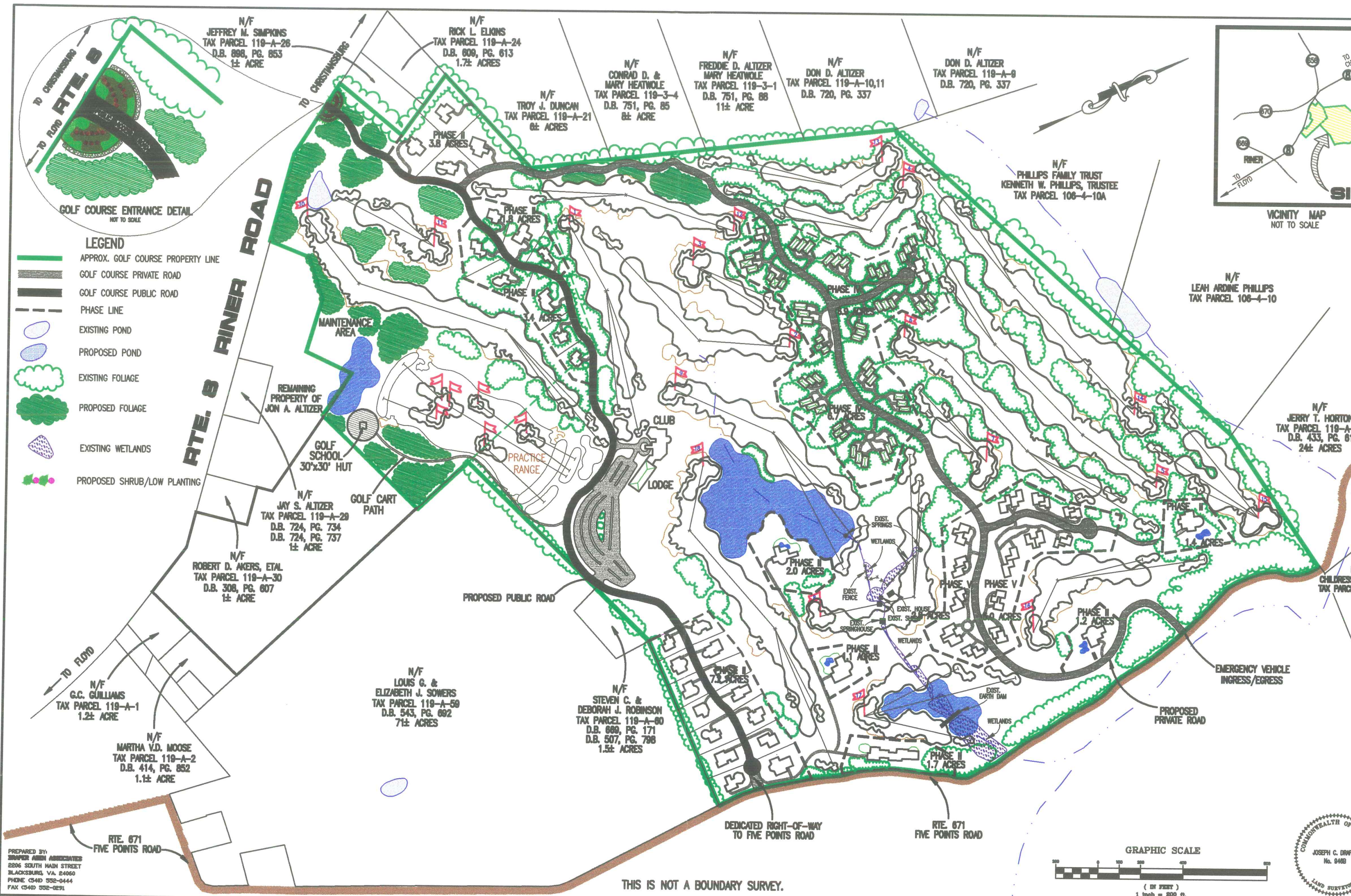








- LEGEND**
- APPROX. GOLF COURSE PROPERTY LINE
  - GOLF COURSE PRIVATE ROAD
  - GOLF COURSE PUBLIC ROAD
  - PHASE LINE
  - EXISTING POND
  - PROPOSED POND
  - EXISTING FOLIAGE
  - PROPOSED FOLIAGE
  - EXISTING WETLANDS
  - PROPOSED SHRUB/LOW PLANTING



PREPARED BY:  
DRAPER ADEN ASSOCIATES  
2206 SOUTH MAIN STREET  
BLACKSBURG, VA 24060  
PHONE (540) 552-0444  
FAX (540) 552-0291

**Draper Aden Associates**  
CONSULTING ENGINEERS  
Blacksburg, Virginia - Richmond, Virginia - Nashville, Tennessee

DESIGNED  
DRAWN  
CHECKED  
DATE

AMP/GAC  
TLH  
TJR  
2/19/97

LANDSCAPE PLAN  
AUBURN HILLS GOLF CLUB, L.L.C.  
RIVER MAGISTERIAL DISTRICT, MONTGOMERY COUNTY, VIRGINIA

REVISIONS:

SCALE: 1" = 200'

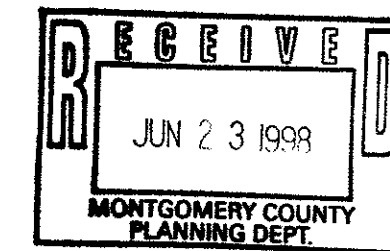
PLAN No T-7533

COMMONWEALTH OF VIRGINIA  
JOSEPH C. DRAPER  
No. 0408  
LAND SURVEYOR

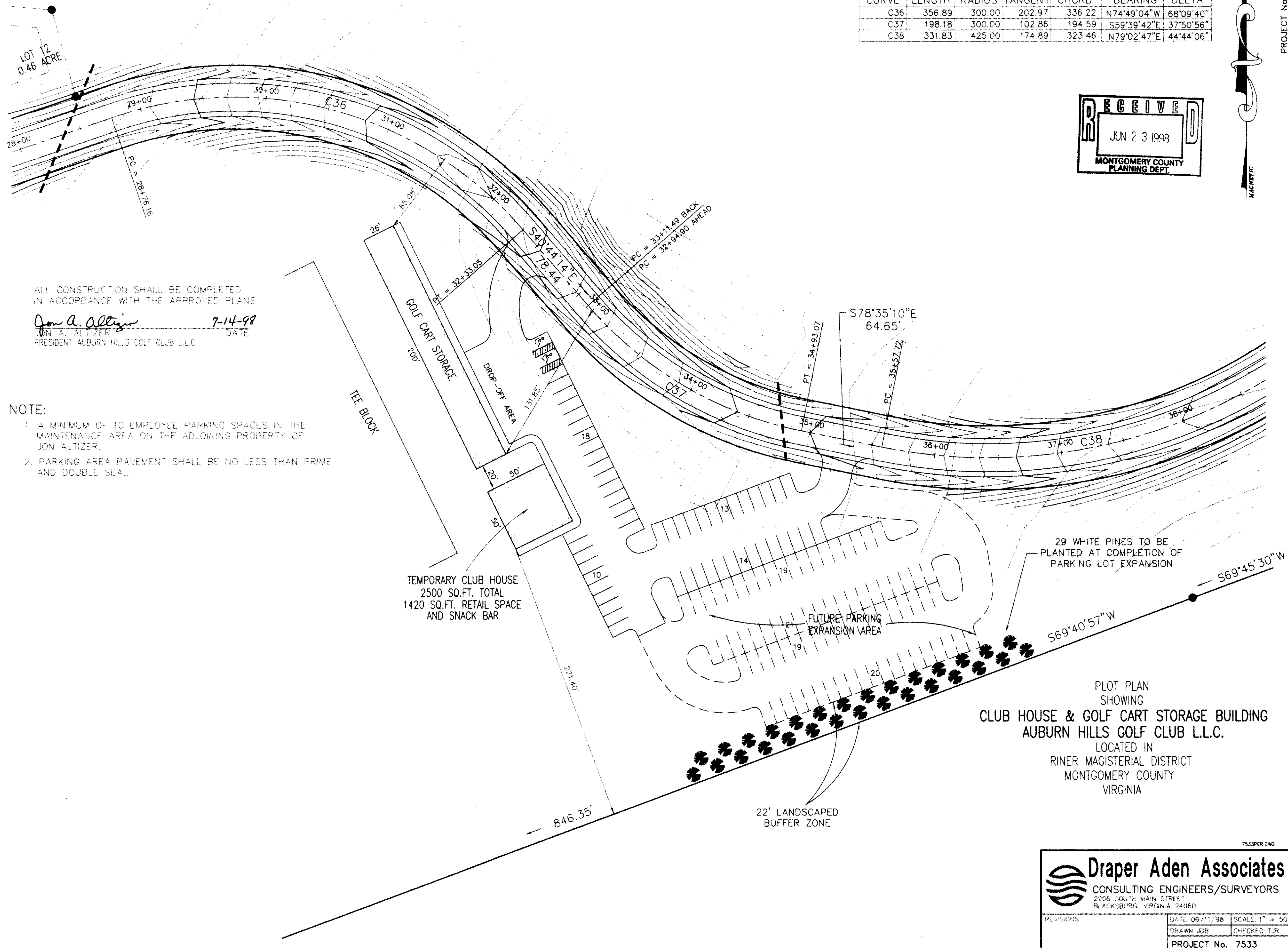
SHEET  
2 OF 3



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C36	356.89	300.00	202.97	336.22	N74°49'04"W	68°09'40"
C37	198.18	300.00	102.86	194.59	S59°39'42"E	37°50'56"
C38	331.83	425.00	174.89	323.46	N79°02'47"E	44°44'06"



PROJECT No. 7533



ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.

*Jon A. Altizer* 7-14-98  
JON A. ALTIZER DATE  
PRESIDENT AUBURN HILLS GOLF CLUB L.L.C.

NOTE:

1. A MINIMUM OF 10 EMPLOYEE PARKING SPACES IN THE MAINTENANCE AREA ON THE ADJOINING PROPERTY OF JON ALTIZER.
2. PARKING AREA PAVEMENT SHALL BE NO LESS THAN PRIME AND DOUBLE SEAL.

PLOT PLAN  
SHOWING  
CLUB HOUSE & GOLF CART STORAGE BUILDING  
AUBURN HILLS GOLF CLUB L.L.C.  
LOCATED IN  
RIVER MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY  
VIRGINIA

**Draper Aden Associates**  
CONSULTING ENGINEERS/SURVEYORS  
2206 SOUTH MAIN STREET  
BLACKSBURG, VIRGINIA 24060

REVISIONS	DATE: 06/11/98	SCALE: 1" = 50'
DRAWN: JDB	CHECKED: TJR	
PROJECT No. 7533		

Sec. 10-35. - PUD-RES Planned Unit Development-Residential district.

- (1) Purpose. This district is established to provide for the development of planned residential communities that incorporate a variety of housing options as well as commercial and office uses. This district is intended to allow greater flexibility than is generally possible under conventional zoning district regulations. This district is intended to encourage ingenuity, imagination, and high quality design on the part of the developer. The end result of design is to support a superior neighborhood environment and promote a sense of community. The protection of important natural and cultural resources is to be accomplished in exchange for development flexibility and economies. Design must have equal or less impact on surrounding areas than a standard residential district.
- (2) Qualifying lands. Lands qualifying for inclusion in the district shall be PUD-RES on the date of passage of this chapter, or other lands within areas mapped as village, village expansion, urban development area, or urban expansion in the comprehensive plan which are served by or planned for connections to public sewer and water. The minimum area required to create a district shall be ten (10) net acres of total contiguous land in the urban expansion area and five (5) net acres in the village or village expansion area.
- (3) Uses permitted by right. The following uses are permitted by right, subject to compliance with all approved plans and permits, development standards and performance standards contained in this chapter:
  - (a) Cemetery.
  - (b) Church.
  - (c) Civic club.
  - (d) Conference or training center.
  - (e) Congregate care facility.
  - (f) Convenience store, without motor fuel sales.
  - (g) Day care center.
  - (h) Dwelling, multifamily (apartment).
  - (i) Dwelling, single-family.
  - (j) Dwelling, single-family attached (townhouse).
  - (k) Dwelling, two-family (duplex).
  - (l) Financial services.
  - (m) Fire, police and rescue station.
  - (n) Funeral home.
  - (o) Golf course.
  - (p) Home occupation (new).
  - (q) Library.
  - (r) Medical care facility.
  - (s) Mobile home, Class A.
  - (t) Nursing home.
  - (u) Office, administrative, business or professional.
  - (v) Park, lighted or unlighted.
  - (w) Park and ride lot, of fifty (50) or fewer spaces.



- (x) pet, household.
  - (y) Playground, lighted or unlighted.
  - (z) Post office.
  - (aa) Public utility lines, other.
  - (bb) Public utility lines, water or sewer.
  - (cc) Recreation establishment.
  - (dd) Recycling collection point.
  - (ee) Restaurant with gross floor area of less than two thousand (2,000) square feet.
  - (ff) Retail sales and services.
  - (gg) School.
  - (hh) Senior living facility.
  - (ii) Telecommunication tower, attached.
  - (jj) Urban agriculture (subject to the requirement of section 10-41(19) of the county zoning ordinance).
- (4) Uses permitted by special use permit. Other use types that are not listed above and that are determined to be appropriate and compatible with the proposed development and surrounding uses may be specifically approved in concurrent rezoning and special use permit applications or in a subsequent special use permit application.
- (a) Park and ride lot of more than fifty (50) spaces.
  - (b) Public use, public facility.
- (5) Lot requirements.
- (a) Minimum lot area, density.
    - 1. Lot area shall be determined by designation of one (1) or more base district (article II) designations on each land bay in the approved concept development plan. Variations from base district lot area may be permitted by the board of supervisors in cases where amenities and open space quantities in excess of zoning ordinance minimum requirements are provided as part of approval of the concept development plan.
    - 2. Density shall be a maximum of four (4) dwelling units per net residential acre in urban expansion areas and three (3) dwelling units per net residential acre in village or village expansion areas.
  - (b) Lot access. Lots shall be accessed from a road in the VDOT system or from a hard-surfaced road designed by a professional engineer to accommodate projected volumes, loads and vehicle types and approved by the zoning administrator and the fire marshal. For additional standards see subsection (7).
  - (c) Maximum coverage by buildings. Twenty (20) percent.
  - (d) Minimum width. Minimum width shall be determined by designation of a base district designation on each land bay in the approved concept development plan.
  - (e) Maximum coverage of impervious surface. The maximum coverage of impervious surface on a lot shall be determined as part of the approved concept development plan.
- (6) Building requirements.
- (a) Minimum yards. Yards shall be determined by designation of a base district designation on each land bay in the approved concept development plan.

- (b) Maximum building height. Thirty-five (35) feet in height unless authorized by special use permit.
- (c) Variations permissible. Variations from base district width, setback and or yards may be permitted by and at the sole discretion of the board of supervisors in cases where amenities and open space quantities in excess of zoning ordinance minimum requirements are provided as part of approval of the concept development plan and where intent of provisions of subsection (7) are met.

(7) Use limitations.

- (a) [Public water and wastewater service.] Public water and wastewater services are required for all development in the PUD-RES district.
- (b) [Off-street parking and loading.] Off-street parking and loading must be provided in accordance with section 10-44.
- (c) Commercial and/or office criteria.
  - 1. The maximum area for commercial and/or office uses shall be ten (10) percent of the net area of the project.
  - 2. Commercial and office uses shall be screened and landscaped as for base districts in accord with the buffer/landscape matrix.
  - 3. Construction of commercial and office uses shall not begin until twenty-five (25) percent of the residential units or two hundred twenty (220) dwelling units, whichever is less, of the total project have been issued certificates of occupancy.
  - 4. Safe and convenient pedestrian access is required between the residential, commercial, and office uses within the project.
  - 5. Commercial and office uses shall be oriented away from adjoining residential uses and access shall avoid impact on residential subdivisions from primary access and through traffic.
  - 6. Lighting shall be designed and arranged to be oriented away from adjacent residential uses.
- (d) Open-space criteria.
  - 1. A minimum of twenty (20) percent of the total gross area of the development shall be reserved as common open space and/or recreational areas.
  - 2. A minimum of twenty thousand (20,000) square feet of usable, active recreation space shall be contiguous. Trails and walkways shall not be included in this calculation.
  - 3. Common open space shall not include existing and/or proposed street rights-of-way, parking areas as required or established under a county ordinance, driveways, or sites reserved for places of religious assembly.
  - 4. Common open space shall be arranged in a fashion to allow all residential areas within the development pedestrian access to the open space.
  - 5. A minimum of thirty (30) percent of the common open space should be suitable for active recreational usage such as playgrounds, ballfields, bike paths, and trails. Suitable active open space should be of usable size, shape, location, and topography. A minimum of two hundred dollars (\$200.00) per dwelling unit (1997 dollars) shall be expended on active recreation facilities not including site preparation.
- (e) Width, setbacks and yards.
  - 1. Minimum requirements for width, setbacks and/or yards other than as for base districts, and as established in subsection (6), shall be specifically established during the review and approval of the concept development plan. The following guidelines shall be used in establishing any width, setback and/or yard building spacing variations from requirements of subsection (6). Variations shall not:

- a. Impair safety from the standpoint of fire and rescue access to properties;
  - b. Increase danger or probability of accidents involving vehicles and/or pedestrians;
  - c. Be done with the major purpose to decrease development costs;
  - d. Be done when the effect is to decrease privacy, adequacy of light and air, or buffering beyond base district regulations' effects; and
  - e. Abrogate the principal that sides of structures located on and backing up to the outer perimeter of the project shall conform to the setback and yard requirements of the adjoining district or the setbacks established in the project, whichever is greater.
- (f) Streets.
- 1. Streets serving single-family attached dwellings, multifamily dwellings, commercial and office uses may be dedicated to public use or may be retained under private ownership. Not more than three (3) single-family dwellings may be served by a single pipestem access easement or driveway directly connected to a public street.
  - 2. Public streets shall be designed and constructed in accordance with the minimum standards of the Virginia Department of Transportation.
  - 3. Privately owned and maintained streets may be approved, provided:
    - a. All parking is off-street and designated areas of off-street parking are provided that are in excess of and complementary to private driveways;
    - b. A plan is submitted and approved for school bus pick up and drop off areas for property owners abutting the private street;
    - c. A plan is submitted and approved for emergency access, snow clearance and postal delivery for all property owners abutting the private street;
    - d. The private streets are not through streets;
    - e. The private streets are developed to a pavement section equal to VDOT standard for the projected traffic volume and to a geometric standard meeting county requirements.
    - f. The minimum width of the streets is eighteen (18) feet or wider exclusive of any on-street parking based on the projected vehicle trips per day for the streets;
    - g. The right-of-way for all private streets shall be dedicated to the PUD homeowners association; and
    - h. Deeds for property abutting the private street must state that the street is private and will not be maintained by the state or county. If the property owners association officially petitions to dedicate the necessary right-of-way to the state or county it must be at no cost to the state or county and the association shall pay the full cost to bring the street up to state standards.

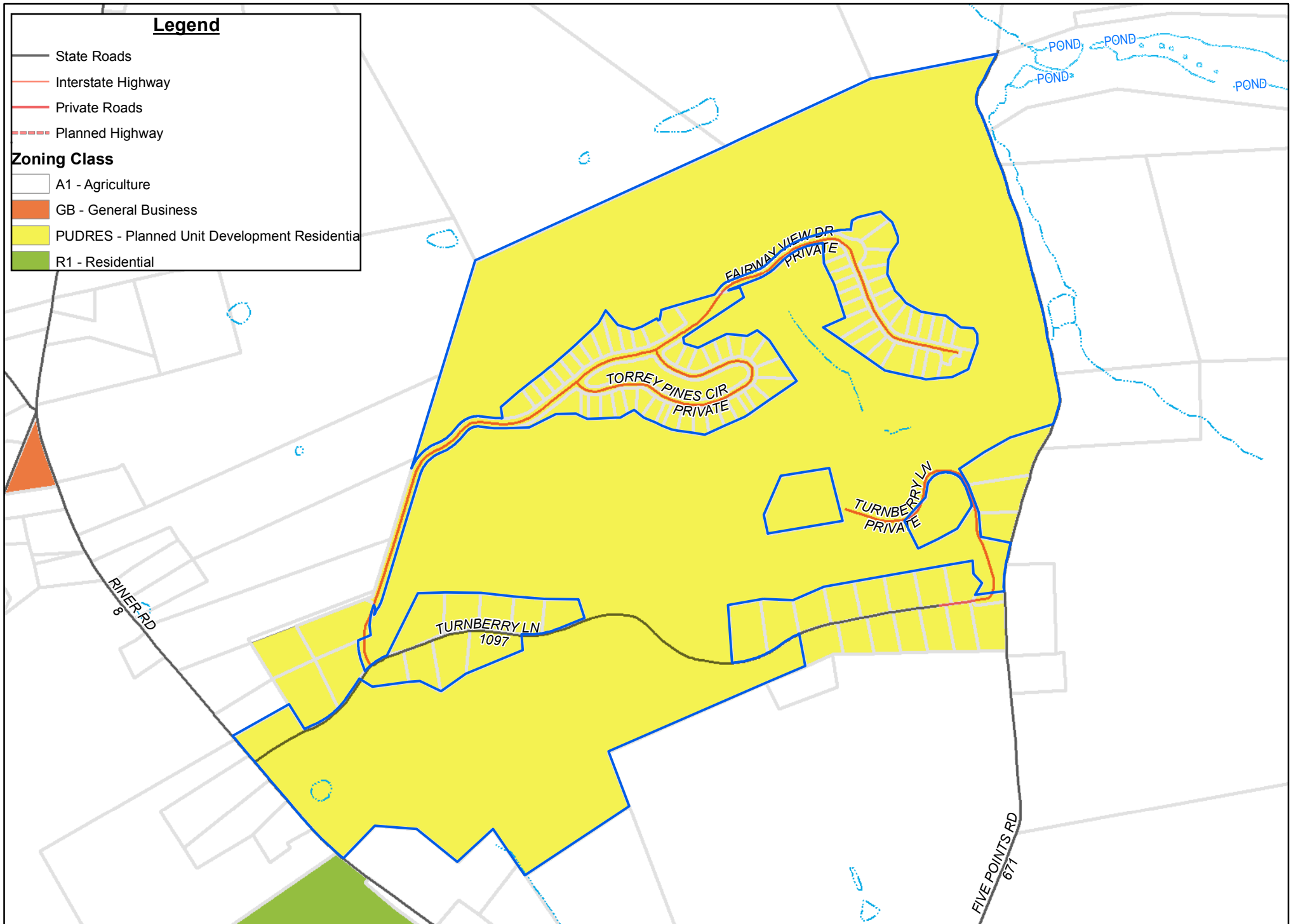
(Ord. No. 1999-12, §§ 3-300—3-307, 12-13-99; Ord. No. 2001-08, 6-11-01; Ord. No. 2003-07, 6-9-03; ORD-FY-05-19, 12-13-04; ORD-FY-07-16, 12-18-06; ORD-FY-09-12, 2-9-09; ORD-FY-09-13, 2-9-09; ORD-FY-12-03, 7-11-11; ORD-FY-14-12, 10-16-13; ORD-FY-14-13, 10-16-13; [ORD-FY-16-04](#), 8-24-15; [ORD-FY-16-05](#), 10-13-15)

### Legend

- State Roads
- Interstate Highway
- Private Roads
- Planned Highway

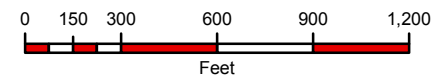
### Zoning Class

- A1 - Agriculture
- GB - General Business
- PUDRES - Planned Unit Development Residential
- R1 - Residential



Map Prepared by Montgomery County, Va  
Planning and GIS Services, 02/25/2016

**Auburn Hills**  
**(Parcel ID - 034513)**



Declaration of  
Covenants, Conditions and Restrictions  
for

*Auburn Hills Golf Community*



*Marketed By*

*See Section  
10 Page 3*

**Declaration of Covenants, Conditions and Restrictions**  
**For**  
**Auburn Hills Golf and Residential Community**  
**of**  
**Auburn Hills Golf Club, L.L.C.**  
**Phase I**

It is the purpose of this document to set forth the Declaration of Covenants, Conditions and Restrictions that will direct and control the orderly development and management of the Auburn Hills Gold and Residential Community (AH-GRC) in such a manner as to create and maintain the highest and most desirable type of residential neighborhood.

**Declarations**

All lots within this development shall be subject to the following covenants, conditions and restrictions, which are for the benefit of all lot owners and occupants within the development and which shall be binding on all owners and all persons claiming under them until December 31, 2018, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of the lots in the development it is agreed to change said covenants, conditions and restrictions in whole or in part. The development is defined as being that land which is being offered by AUBURN HILLS GOLF CLUB, L.L.C. (The Developer). In order to insure that the intent and purposes of the covenants, conditions and restrictions are complied with, an Architectural Control Committee (hereafter called "the Committee") is hereby established which shall have full authority in enforcing same.

**COVENANTS, CONDITIONS AND RESTRICTIONS**

1. **USE OF BUILDING LOTS:** Each building lot within the development shall be used for residential purposes only. The Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period. No purchaser of a lot in this development shall be allowed to subdivide a lot so as to produce a greater number of smaller lots. More than one lot, however, may be used for erection or placement of a residential structure provided the location of such structure is approved in writing by the Committee.
2. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall have the permanent address of 3720 Riner Road, Riner, Virginia 24149, until changed by action of the Committee after notification to the lot owners. The Committee shall consist of five (5) members and any three (3) can act on behalf of the Committee. The Membership term of the Committee shall be indefinite unless terminated as hereinafter provided. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed hereunder.



No residence, building, shed, fence, flagpole, mailbox, lightpole, swimming pool, driveway, awning, deck, wall, landscaping or structure of any kind shall be erected, placed or altered on any building lot without first obtaining the written consent of the Architectural Control Committee as to the conformity and harmony of the external design, placement and external materials. The Committee, in approving or disapproving such plans shall take into consideration the location of such building, etc. With respect to topography, finish, ground elevation, and neighboring structures. All requests for written approvals from the Committee shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvement. All dwellings of 2000 square feet of living space or less must be completed within six (6) months from commencement and all other dwelling units must be completed within twelve (12) months from the commencement of the building. Two copies of the building plans must be submitted to the Architectural Control Committee prior to construction.

3. DWELLING SIZE: Different areas within the development have different types of housing products. Minimum square footage of dwellings will vary with each housing product type and location. However, all homes constructed within the AH-GRC shall have the following minimum floor areas, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

One-story	1800 square feet
One and ½ story	2000 square feet
Two story	2200 square feet

4. GARAGES: All single family dwellings must have at least a 2-car (standard full-sized auto) attached garage. Garages for more than three cars must be approved by the Committee. All garages shall be side-loading unless the configuration of the lot prevents this in which case a waiver must be obtained from the Committee.
5. ARCHITECTURAL SIMILARITY: No home will be permitted having the same exterior architecture of an existing home or be a mirror image within 1000 linear feet of an existing home. Homes with the same or similar floor plans as an existing home may be built within this limit providing the exterior elevation of the home is substantially different. Any pre-cut or prefabricated home will be deemed undesirable by the Committee. Final evaluation, judgment, authority and approval of compliance with this covenant shall rest exclusively with the Committee.
6. DRIVEWAYS: All residences in this AG-GRC shall have paved concrete, asphalt, brick, or stone pavers for driveway surfaces and the builder or lot owner shall be responsible for constructing the driveway approach.
7. BUILDING MATERIALS: Dwellings must have all exterior surfaces constructed of brick, stone, vinyl or cedar or combination thereof (or other natural woods or materials

approved by the Committee). No aluminum is permitted.

8. COLOR OF EXTERIOR: All exterior surfaces shall be of basic earthtone colors and subject to review and approval by the Committee.
9. ROOFS: All roofs must be constructed with a minimum 5/12 pitch (5 inches of fall per running foot). All roofs must be covered with an earthtone color (no white or black), dimensional shingle, or an approved upgrade.
10. LANDSCAPING: All building lots must be landscaped with shrubs, trees, grass, planting, decorative stone and other material approved by the Committee. Landscaping, as approved by the Committee, must be completed within one hundred eighty (180) days following occupancy or completion of any dwelling, whichever occurs first. Lot owners shall leave all sanitary sewer manholes, storm sewer manholes, water main valve boxes, and water tap boxes uncovered and exposed after grassing of the yard.
11. TREE REMOVAL: No tree greater than five (5) inches in diameter at breast height shall be removed from any lot unless such tree is in the direct building pad of the dwelling to be built, but then, removal must first be approved by the Committee.
12. LIGHTING: A lamp post controlled by a photo-electric cell must be installed in the front yard of each lot at the time of construction of a dwelling thereon. The lamp post must be hard-wired (having no "On/Off" switch) and must be coordinate in design and construction as approved by the Committee. The lot owner shall maintain the light in operating condition at all times.
13. MAIL BOXES: All mail boxes within the AH-GRC shall be of a design and construction approved by the Committee.
14. ANTENNAS: No satellite dish larger than 18 inches in diameter, antennaw, or radio, television or microwave towers, or any form of electro-magnetic radiation shall be erected or permitted on any lot in the AH-GRC. Placement subject to the approval of the Committee. *Intelligence of line over at Villor*
15. PUMPS: No residence shall have a sump pump which discharges directly into the street.
16. BUILDING LOCATION AND SETBACKS: No building shall be located nearer to any street than the building setback line shown on the recorded plat of the development. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.
17. GOLF COURSE: All lot owners and occupants recognize, accept and agree to the presence of a golf course within the development and the normal and routine activity that takes place with the operation of a golf course. It is also agreed that the golf course has



remove all debris and excess material during and at the completion of construction. Building contractors shall be required to clean mud, gravel, dirt or any other debris from the street during the construction phase.

39. **CODE COMPLIANCE:** All buildings of every kind shall meet building and zoning codes of Montgomery County, Virginia. All materials used in the construction of any permanent structure erected or placed on a building site, and all electrical installations therein, shall conform to applicable law and at least to the minimum requirements of the National Board of Fire Underwriters in effect at the time of installation.
40. **SEVERABILITY:** Should any Covenant or Restriction herein contained, any portion thereof, be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court having jurisdiction over the parties hereto, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.
41. **ENFORCEMENT:** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain a violation or to recover damages. Failure to enforce any covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF MONTGOMERY  
COUNTY, VIRGINIA HELD ON THE 12TH DAY OF MAY, 1997 AT 7:00 P.M. IN  
COURTROOM B, COUNTY COURTHOUSE, CHRISTIANSBURG, VIRGINIA:

On a motion by Henry F. Jablonski, seconded by Ira D. Long and carried,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the Auburn Hills Golf Club, LLC (Agent: Draper-Aden Associates) request to allow a golf course, lodge and restaurant on approximately 215 acres; Tax Parcel Nos. 119-A-25,63 and 64 and a portion of Tax Parcel No. 119-A-28 located at 3210 Riner Road in the Riner Magisterial District is hereby approved subject to the following condition:

1. The clubhouse, the overnight lodge (up to 60 rooms) and the restaurant (up to 200 seats) shall be connected to a public sewer system.

ATTEST:

  
COUNTY ADMINISTRATOR

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF MONTGOMERY  
COUNTY, VIRGINIA HELD ON THE 12TH DAY OF MAY, 1997 AT 7:00 P.M. IN  
COURTROOM B, COUNTY COURTHOUSE, CHRISTIANSBURG, VIRGINIA:

On a motion by Henry F. Jablonski, seconded by Ira D. Long and carried,

**ORDINANCE 1997-8**

**An Ordinance Amending or Changing  
the Zoning Ordinance Classification of  
Approximately 215 Acres from Agriculture  
(A-1) to Planned Unit Development  
Residential (PUD-RES)**

BE IT ORDAINED, By the Board of Supervisors of Montgomery County, Virginia that  
It hereby finds that the proposed rezoning is in compliance with the Comprehensive Plan and  
meets the requirement for public necessity, convenience, general welfare and good zoning  
practice, and therefore the zoning classification of that certain tracts or parcels of land consisting  
of approximately 215 acres of land is hereby changed, amended and rezoned from the zoning  
classification of Agriculture (A-1) to Planned Unit Development Residential (PUD-RES) subject  
to the following proffered conditions:

1. No development shall take place on the property until such time as a sewer agreement  
satisfactory to the Board of Supervisors is provided for the project or portions thereof and  
the said sewer agreement shall be complied with by the landowner at all times.
2. Present zoning on the property allows development of ½ acre single family detached  
homesites which could allow in excess of 400 single family lots on the property. Approval  
of this plan proffers no more than 140 residential units, and a 60 room overnight lodge  
with a golf clubhouse. The golf course will remain permanent open space. —
3. Compliance with the Auburn Hills Golf Club, LLC master plan dated 2/19/97, landscape  
plan dated 2/19/97 and draft Declaration of Protective Covenants & Restrictions  
(undated) (These are proffered conditions per Section 10-252(b) of the Zoning  
Ordinance.)

This action was commenced upon the application of Auburn Hills Golf Club, LLC (Agent:  
Draper Aden Associates)

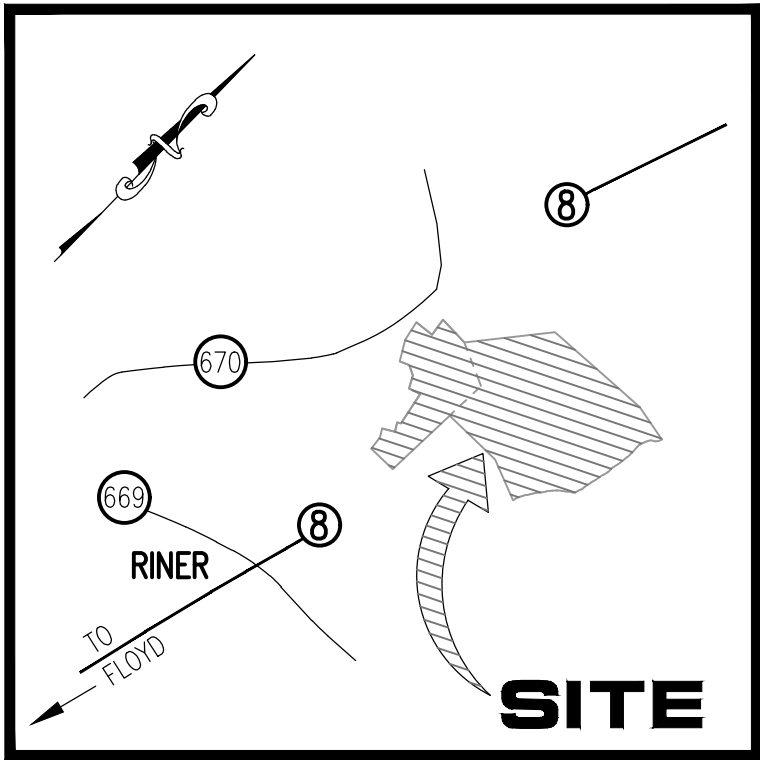
These tracts or parcels of land are identified as being property shown on Tax Parcel Nos. 119-A-25, 63 and 64 and a portion of Tax Parcel No. 119-A-28, located at 3210 Riner Road.

This ordinance shall take effect upon adoption.

ATTEST:

  
COUNTY ADMINISTRATOR

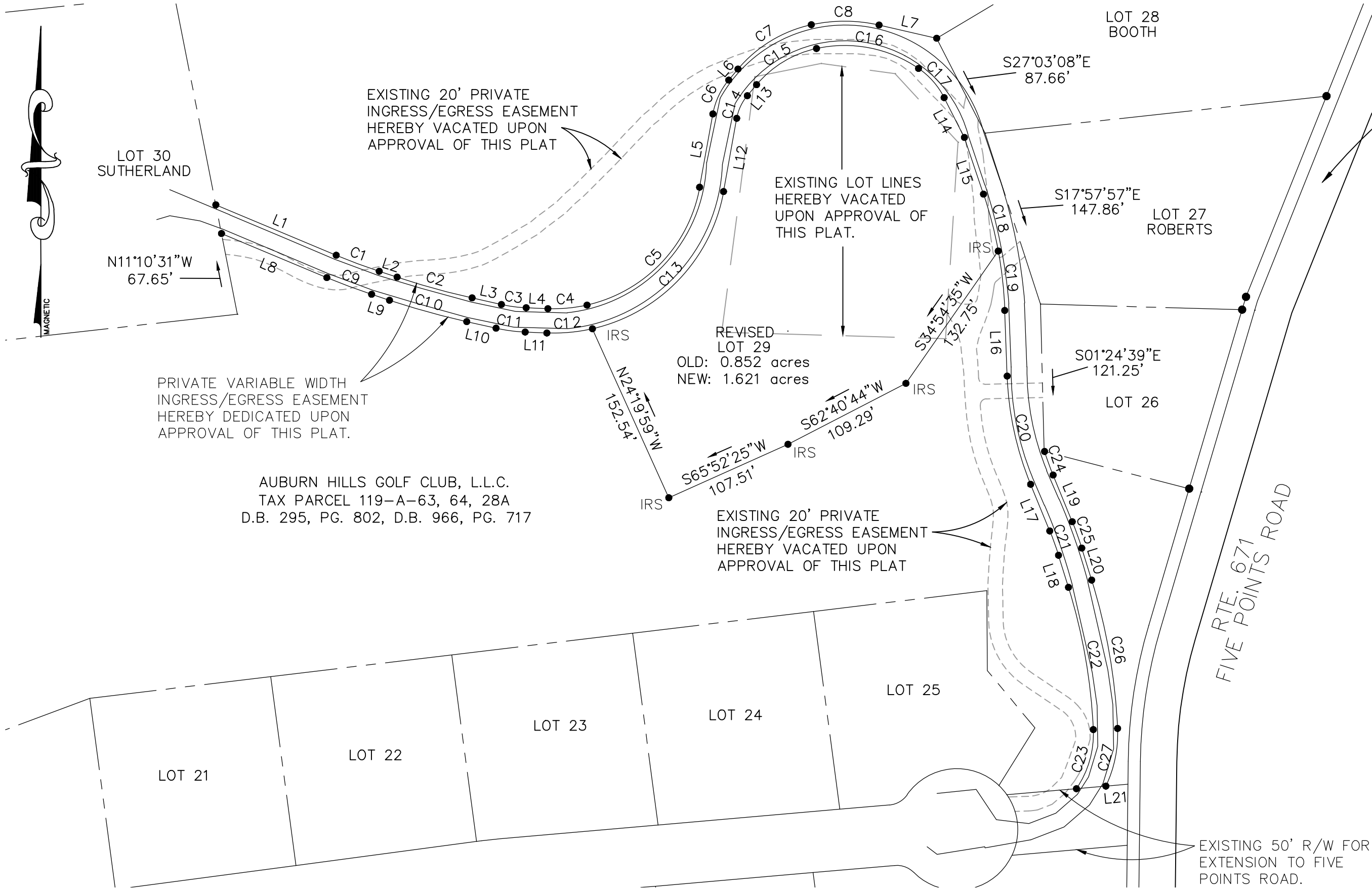




VICINITY MAP  
NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	107.48	S67°17'33"E
L2	15.56	S71°46'18"E
L3	24.72	S77°18'41"E
L4	17.87	S87°35'22"E
L5	61.25	N10°15'05"E
L6	11.82	N40°02'06"E
L7	48.67	S77°06'23"E
L8	94.05	S67°17'33"E
L9	15.56	S71°46'18"E
L10	24.72	S77°18'41"E
L11	17.87	S87°35'22"E
L12	61.25	N10°15'05"E
L13	11.82	N40°02'06"E
L14	36.74	S27°03'08"E
L15	49.25	S18°35'05"E
L16	54.01	S02°07'57"E
L17	41.48	S22°19'24"E
L18	27.62	S17°14'35"E
L19	41.48	S22°19'24"E
L20	27.62	S17°14'35"E
L21	18.30	S85°02'50"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C1	482.88	37.75	18.89	S69°31'55"E	37.74	4°28'46"
C2	662.71	64.08	32.06	S74°32'30"E	64.05	5°32'23"
C3	115.00	20.63	10.34	S82°27'02"E	20.60	10°16'41"
C4	121.71	32.45	16.32	N84°46'18"E	32.36	15°16'40"
C5	121.71	142.07	80.38	N43°41'31"E	134.14	66°52'53"
C6	60.00	31.19	15.96	N25°08'35"E	30.84	29°47'01"
C7	109.35	71.80	37.25	N58°50'44"E	70.52	37°37'16"
C8	127.69	56.25	28.59	S89°43'31"E	55.79	25°14'15"
C9	502.88	39.31	19.67	S69°31'55"E	39.30	4°28'46"
C10	682.71	66.01	33.03	S74°32'30"E	65.98	5°32'23"
C11	135.00	24.22	12.14	S82°27'02"E	24.18	10°16'41"
C12	141.71	37.79	19.01	N84°46'18"E	37.68	15°16'40"
C13	141.71	165.42	93.59	N43°41'31"E	156.19	66°52'53"
C14	40.00	20.79	10.64	N25°08'35"E	20.56	29°47'01"
C15	89.35	58.67	30.44	N58°50'44"E	57.62	37°37'16"
C16	107.69	88.02	46.64	S78°55'39"E	85.60	46°49'59"
C17	65.00	32.29	16.48	S41°16'53"E	31.95	28°27'31"
C18	340.00	48.42	24.25	S14°30'19"E	48.37	8°09'32"
C19	340.00	49.21	24.65	S06°16'45"E	49.17	8°17'36"
C20	260.00	91.62	46.29	S12°13'41"E	91.15	20°11'27"
C21	240.00	21.28	10.65	S19°47'00"E	21.27	5°04'50"
C22	465.64	119.15	59.90	S09°54'45"E	118.82	14°39'40"
C23	79.54	51.50	26.69	S15°57'51"W	50.60	37°05'31"
C24	240.00	20.63	10.32	S19°51'38"E	20.63	4°55'33"
C25	260.00	23.05	11.53	S19°47'00"E	23.05	5°04'50"
C26	485.64	124.27	62.47	S09°54'45"E	123.93	14°39'40"
C27	99.54	48.91	24.96	S11°29'38"W	48.42	28°09'07"



NOTES

- OWNER/DEVELOPER  
AUBURN HILLS GOLF CLUB, L.L.C.  
3732 RINER ROAD  
RINER, VA. 24149  
ATTN.: JOHN SUTHERLAND
- ENGINEER/SURVEYOR  
DRAPER ADEN ASSOCIATES  
2206 SOUTH MAIN ST.  
BLACKSBURG, VA. 24060
- THIS PLAT PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- SUBJECT PROPERTY IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS DETERMINED BY THE FEDERAL INSURANCE ADMINISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
- RECORD NORTH BASED ON PLAT (PLAN NO. P-7163, DATED 8/29/96) BY LAND SURVEYOR, MARVI D. STINE OF HIGHLAND SURVEYS.
- THE SUBJECT PROPERTY IS ZONED P.U.D. RESIDENTIAL
- THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH APPROVED MASTER PLAN FOR AUBURN HILLS GOLF CLUB, L.L.C., AS APPROVED BY THE MONTGOMERY COUNTY BOARD OF SUPERVISORS ON MAY 12, 1997. (SEE ORDINANCE 1997-8)

Draper Aden Associates

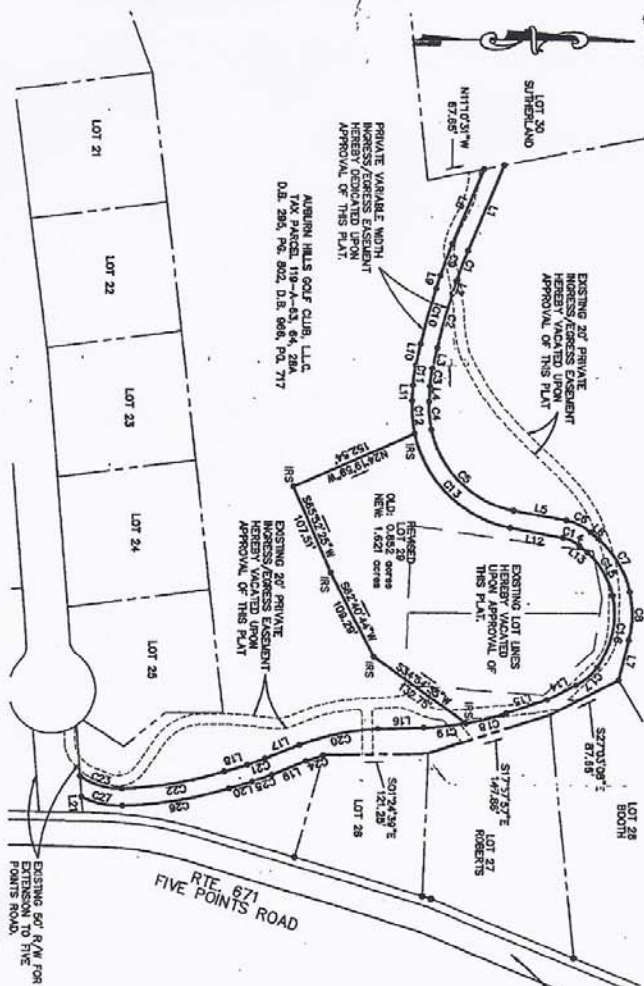
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PLAT SHOWING REVISION LOT 29  
AND PRIVATE INGRESS/EGRESS EASEMENT  
AUBURN HILLS GOLF CLUB, L.L.C.  
MONTGOMERY COUNTY, VIRGINIA

REVISIONS	
DESIGNED BY:	N/A
DRAWN BY:	JDB
CHECKED BY:	LWK
SCALE:	1" = 80'
DATE:	07-20-05
PROJECT NUMBER:	7533-29

[illegible][illegible]

THIS PLAT NOT TO BE RECORDED WITHOUT APPROVAL



1. ADDRESS: 1415 001 GLEN, L.L.C.  
3222 PIERCE ROAD  
MOCK, WY 3414  
ATTN: JOHN STRICKLAND
2. EXEMPTED/EXEMPTION  
REASON: 100% FARM PROPERTIES  
2026 SOUTH MAIN ST  
BLADENBORO, WY 26800
3. THIS PLOT REPAVED WHICHT THE SUBJECT OF A TITLE REPORT.
4. SUBJECT PROPERTY IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS, WASHINGTON, D.C. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
5. RECORD WITHIN: BASED ON PLAT FROM 10-P-7142 DATED 2/29/90.
6. THE SUBJECT PROPERTY IS A 100% FARM, AGRICULTURAL LAND, FREE OF INCUMBRANCES.
7. THE PLAT HAS BEEN REPAVED IN ACCORDANCE WITH APPROVED WATER PLAIN BOARD OF SUPERVISORS ON MAY 12, 1997. (SEE DISMINISH 1997-40)



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Blackburg, VA 24000  
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**PLAT SHOWING REVISION LOT 29  
AND PRIVATE INGRESS/EGRESS EASEMENT  
AUBURN HILLS GOLF CLUB, L.L.C.  
MONTGOMERY COUNTY, VIRGINIA**

## REVISIONS

ORDERED BY	NAME
ORDERED BY	JOE
ORDERED BY	LY
SCALE	1"
DATE	87-2
PROJECT NUMBER	

1 OF 2



## *A Membership Offer You Can't Refuse*

### Membership Fee Schedule

Class	Annual Dues W/Out Cart	Annual Dues W/Cart	Quarterly Payment With Cart
Eagle Family	\$1,095	\$1895	\$473.75
Eagle Single	\$895	\$1695	\$423.75
Eagle Single Monday –Friday Only	-	\$1250	312.50
Birdie Package - 25 rounds-Ages 54 and under	-	\$750	
Bald Eagle Package - 30 rounds-Ages 55 and older	-	\$750	
Social Membership (10 Rounds of Golf with cart and Family Pool Membership)		\$550	
Eagle Junior (Ages 17 and under)	\$250		
Corporate Membership***	\$1,700	\$2,500	
Pool Membership.... \$400 Non Golfing Member and \$250 Golfing Member			

#### **EAGLE MEMBERSHIP INCLUDES**

Preferred Tee Times 14 days in advance  
 Unlimited Golf  
 Instructional Discounts  
 Pool Membership Discount (\$150 off)  
 Bag Storage (additional yearly fee)  
 Member Tournaments and Events  
 Complimentary Range Balls

#### **BIRDIE/BALD EAGLE MEMBERSHIP**

Preferred Tee Times 14 days in advance  
 Rounds of Golf with Golf Cart  
 Instructional Discounts  
 Pool Membership Discount (\$150 off)  
 Bag Storage (additional yearly fee)  
 Member Tournaments and Events

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**Fairways Grill**  
540-381-4995



**JEFF GANDEE**  
Director of Golf



**TIM MURPHY**  
Superintendent

Hole	1	2	3	4	5	6	7	8	9	Out
Blue 71.9/127	369	393	229	494	348	505	210	367	385	3300
White M: 69.5/122 W: 74.4/134	338	376	176	478	335	485	189	354	374	3105
Gold M: 67.5/118 W: 71.4/123	316	340	145	455	310	470	143	325	341	2845
Red 67.2/113	293	323	120	424	260	417	116	237	256	2446
Handicap	15	7	11	9	5	3	17	13	1	
Par	4	4	3	5	4	5	3	4	4	36

I N I T I A L S	10	11	12	13	14	15	16	17	18	In	Tot	Hcp	Net
	558	237	394	306	168	535	330	190	516	3234	6534		
	540	143	361	295	145	505	319	174	470	2952	6057		
	531	124	324	285	131	463	296	154	444	2752	5597		
	409	104	305	215	117	414	255	111	431	2361	4807		
	4	18	10	14	16	2	12	6	8				
	5	3	4	4	3	5	4	3	5	36	72		

Date: \_\_\_\_\_ Scorer: \_\_\_\_\_

Attest: \_\_\_\_\_



### USGA RULES GOVERN ALL PLAY

- Lateral hazards defined by red stakes/lines.
- Out of bounds defined by white stakes/lines.
- Return to cart path at white posts.
- Please sand all divots, rake bunkers and repair ball marks.
- Appropriate golf attire required.
- Yardages are to center of green.
- Be committed to keeping pace with the group ahead of you. Speed of play affects everyone.



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