

2-STORY HOME IN THE HIGHLANDS

3 BD / 2.5 BA, HOME ON .51± ACRES

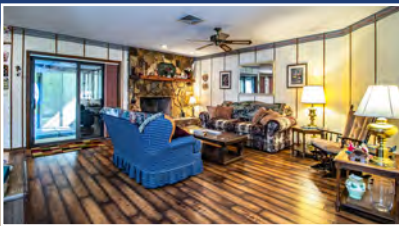
**LIVE
ON-SITE**

AUCTION



10 AM • SATURDAY, MARCH 29TH

1842 PINNACLE DR, LAKELAND, FL 33813



- Peaceful dead-end street just off Lake Miriam Drive!
- Fireplace • Indoor laundry • Ample storage areas
- Downstairs primary bedroom, 2 oversized bedrooms upstairs with a jack & jill bathroom
- Large garage • Sunroom with jacuzzi • Screened room • Large backyard
- Newer roof & ac unit • Backup propane generator

Also Selling Estate Contents

- Furniture • Collectibles • Baskets & Bears
- Home Décor • Piano • Roll-top Desk
- Refrigerator • Dishes • Cookware
- Hand tools & more!



Preview: 2:00 – 4:00 P.M.
 Sunday March 23, 2025



AUCTION

10:00am, Saturday, March 29th

PROPERTY**LOCATION:** 1842 Pinnacle Dr, Lakeland, FL 33813**PROPERTY ID#** 24-29-08-279490-000070**TAXES:** \$ 2,565.11 (2024)

****BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

PROPERTY DETAILS

- Check out this lovely 3 bedroom, 2-1/2 bath home in the Highlands!
- This ½ acre property is located on a peaceful dead-end street just off Lake Miriam Drive!
- This spacious home is two-story with a fireplace, downstairs primary bedroom, 2 oversized bedrooms upstairs with a jack & jill bathroom, indoor laundry, lots of storage areas, large garage, a sun-room with jacuzzi, a screened room, large backyard with nice landscaping, backup propane generator and lots more!
- New roof in 2017
- 2 ac units, one was replace in 2021
- City of Lakeland Electric although this property is under Polk County jurisdiction
- We will also offer furniture, collectibles, lots of baskets & bears, home décor, a piano, roll-top desk, refrigerator, dishes, cookware, hand tools & more!

LIVE BIDDING TERMS

- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold "As-Is" without any further inspections or repairs.
- The cost of a new survey, if desired, will be paid by the Buyer.
- The buyer is responsible for paying for the FL documentary stamps.
- Real estate taxes will be prorated to the day of closing.
- Registration is on-site the day of the auction with a valid driver's license.
- The buyer will be required to sign the purchase agreement immediately after the auction.
- 10% Buyer's Premium added to the bid price to create the contract purchase price.
- \$25,000 deposit due day of sale. (Business or personal check)
- Closing is set for 30 days – there are no financing or inspection contingencies, or other delays allowed.

Information Disclaimer

The data provided in this due diligence packet was compiled from several sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller makes any warranty or representation as to the validity or accuracy of any information provided.

How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

Step 2: Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

Step 3: As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

Step 4: If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

WHAT DOES THE TERM "RESERVE" MEAN?

Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

WHAT IS A BUYER'S PREMIUM?

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.

WHAT IF I AM A BROKER?

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

You're only going to pay one bid more than someone else was willing to pay!



Aerial



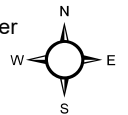
- Lots
- PLSS Sections HALFFOOT2023
- Arrows
- PLSS Boundaries RGB
- Parcels
- PLSS Townships
- Red: Band_1
- Green: Band_2
- Blue: Band_3

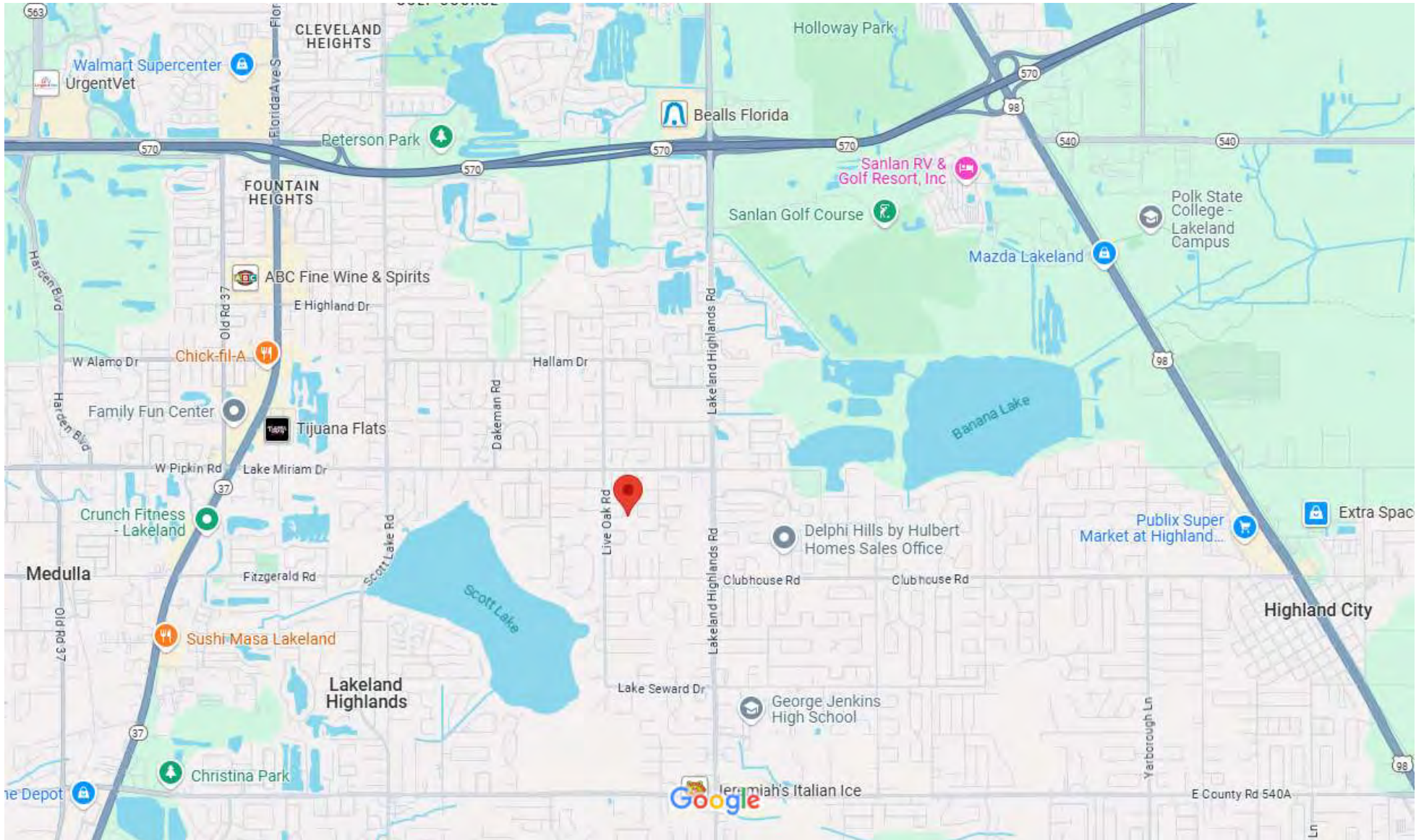


All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
 Polk County, Florida
 February 18, 2025





Seller's Property Disclosure – Residential



Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? 2-7-2025)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound? <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance? <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input checked="" type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed <u>2017</u>			
(c) Has the roof ever leaked during your ownership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: <u>Hurricane - 2017</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input checked="" type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input checked="" type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Yes No Don't Know

8. Homeowners' Association Restrictions; Boundaries; Access Roads

- (a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Yes No Don't Know
Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.
- (b) Are there any proposed changes to any of the restrictions? Yes No Don't Know *N/A*
- (c) Are any driveways, walls, fences, or other features shared with adjoining landowners? Yes No Don't Know
- (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands? Yes No Don't Know
- (e) Are there boundary line disputes or easements affecting the Property? Yes No Don't Know
- (f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)? Yes No Don't Know
- (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? Yes No Don't Know
 If yes, is there a right of entry? yes no
- (h) Are access roads private public? If private, describe the terms and conditions of the maintenance agreement: _____

(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____

9. Environmental

- (a) Was the Property built before 1978? Yes No Don't Know
 If yes, please see Lead-Based Paint Disclosure.
- (b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water? Yes No Don't Know
- (c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above? Yes No Don't Know
- (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property? Yes No Don't Know
- (e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____

10. Governmental, Claims and Litigation

- (a) Are there any existing, pending or proposed legal or administrative claims affecting the Property? Yes No Don't Know
- (b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property? Yes No Don't Know
- (c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes? Yes No Don't Know
- (d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems? Yes No Don't Know
- (e) Have you ever had any claims filed against your homeowner's Insurance policy? Yes No Don't Know

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4
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- (f) Are there any zoning violations or nonconforming uses?
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?
- (j) Are any improvements located below the base flood elevation?
- (k) Have any improvements been constructed in violation of applicable local flood guidelines?
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?
- (m) Are there any active permits on the Property that have not been closed by a final inspection?
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: Hurricane damage to roof 2017 - New roof required

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?
If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

12. (If checked) **Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Diane Booth POA / Diane Booth Date: 2-19-2025
 (signature) (print)
 Seller: _____ / _____ Date: _____
 (signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
 (signature) (print)
 Buyer: _____ / _____ Date: _____
 (signature) (print)

Flood Disclosure



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Diane Booth, POA For Lois Murphy, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 1842 Pinnacle Dr. Lakeland FL

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller has has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: Diane Booth (POA)

Date: 2/23/2025

Seller: _____

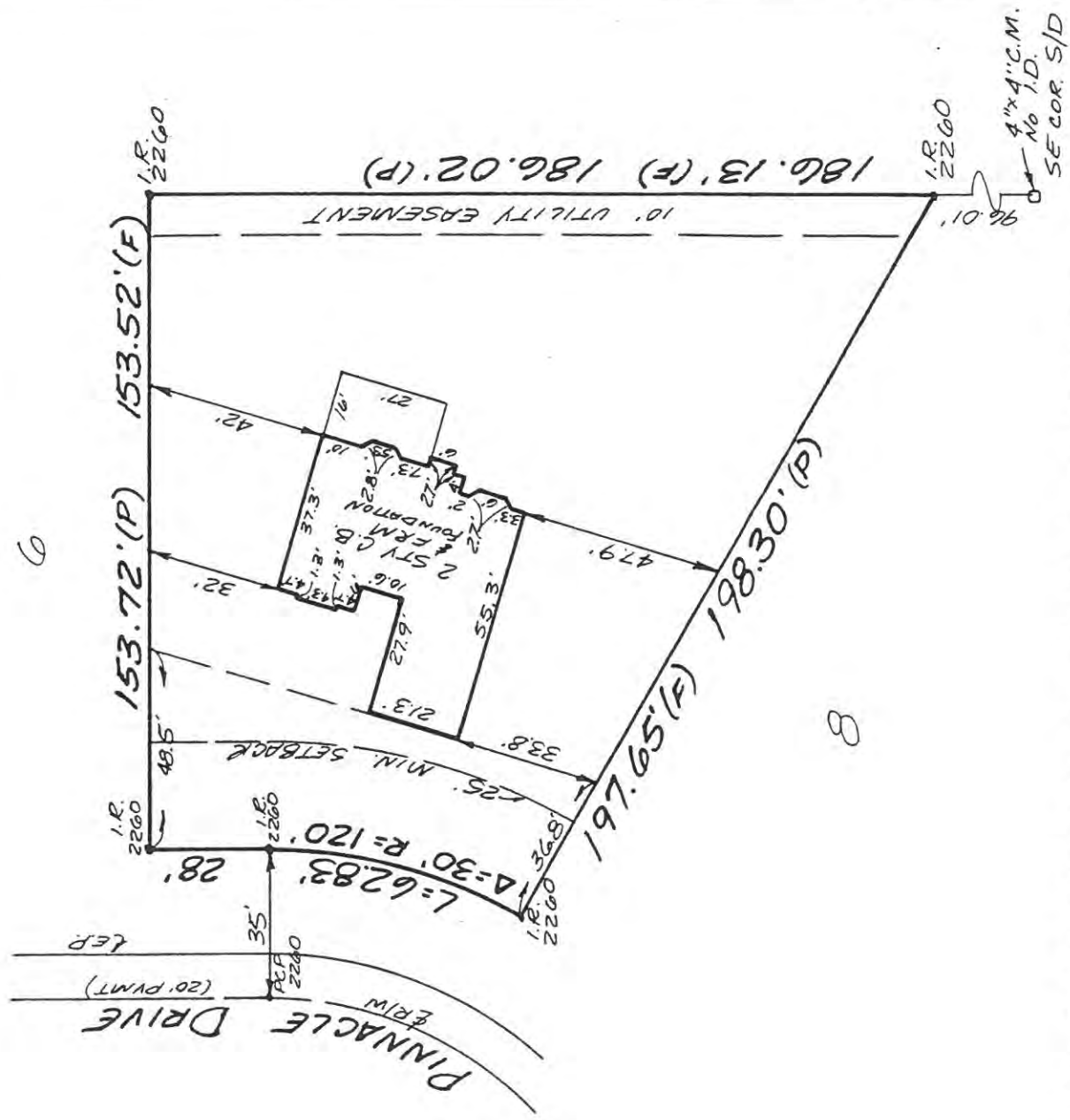
Date: _____

Copy provided to Buyer on _____ by email facsimile mail personal delivery.



SCALE 1" = 30'

DESCRIPTION
BASED ON RECORDED PLAT



DESCRIPTIN: Lot 7, THE PINNACLE, as recorded in Plat Book 68, Page 19, Public Records of Polk County, Florida.

CERTIFICATION: I ROBERT E. LAZENBY III, FL. REG. NO. 2260, HEREBY CERTIFY THAT THE ABOVE CORRECTLY REFLECTS THE RESULTS OF A RECENT SURVEY MADE UNDER MY DIRECTION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA. AND IS IN COMPLIANCE WITH CHAPTER 21HH-6, F.A.C. AND/OR 472.027, OF THE FLORIDA STATUTES.

DATE OF LOT SURVEY: _____
 DATE OF FOUNDATION SURVEY: _____
 (BOUNDARY SURVEY SHOWING INCOMPLETE IMPROVEMENTS)
 DATE OF FINAL SURVEY: 5-30-86
 DATE OF RECERTIFICATION: _____
 DESCRIPTION & SKETCH ONLY: _____
 11405
 JOB NO. _____

Robert E. Lazenby III
 SE COR. S/D

NOT VALID WITHOUT A RAISED SEAL.
 ALPHA ENGINEERING & SURVEYING, INC.
 4305 HIGHLAND PARK DRIVE, LAKELAND, FLORIDA 33803

KAS

ALTA OWNER'S POLICY

Order No.: 990819

Policy No.: O-2125-217259

SCHEDULE A

Date of Policy: 9/28/99 at 12:46 PM

Amount of Insurance: \$185,000.00

1. Name of Insured:

CHARLES R. MURPHY and LOIS C. MURPHY, HUSBAND AND WIFE

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

CHARLES R. MURPHY and LOIS C. MURPHY, HUSBAND AND WIFE

4. The land referred to in this policy is described as follows:

LOT 7, **THE PINNACLE**, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 68, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

STEWART TITLE GUARANTY COMPANY

ALTA OWNER'S POLICY

Order No.: 990819

Policy No.: O-2125-217259

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
6. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
7. Taxes for the year 1999 and thereafter and assessments, if any, not recorded in the public records.
8. RESTRICTIONS DATED APRIL 25, 1979, RECORDED JUNE 4, 1979 IN OFFICIAL RECORD BOOK 1880, PAGE 71, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
9. MIN. SETBACK OVER/ACROSS THE FRONT 25 FEET OF CAPTION LOT AS SHOWN ON THE PLAT OF THE PINNACLE, RECORDED IN PLAT BOOK 68, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
10. UTILITY EASEMENT OVER/ACROSS THE REAR 10 FEET OF CAPTION LOT AS SHOWN ON THE PLAT OF THE PINNACLE, RECORDED IN PLAT BOOK 68, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
11. INFORMATION PURSUANT TO THAT CERTAIN FINAL SURVEY: "NO SURVEY RECEIVED"

STEWART TITLE GUARANTY COMPANY

POLK 130651

PLEASE RECORD AND RETURN TO:
HAHN, BREATHITT, ROBERTS & WATSON
P. O. BOX 38
LAKELAND, FLORIDA 33802

POLK OFF REC. 1880 PAGE 71

R E S T R I C T I O N S

THIS INDENTURE made this 25th day of April,
1979, by GEORGE M. JOHNSON and his wife, BETTY H. JOHNSON
and HAROLD BECK and his wife, NAN JEAN C. BECK, the owners
of the property hereinafter described, hereinafter called
Owners, hereby place the following restrictions to be made
a part of the official records and to run with the land
herein named and described as follows:

The SW 1/4 of NW 1/4 of SE 1/4 of Section 8,
Township 29 South, Range 24 East (also known
as Lot 45 of W. F. Hallam & Co.'s Club Colony
Tract as recorded in Plat Book 1, Page 102,
Public Records of Polk County, Florida).

1. SCOPE: The restrictions named hereafter are
made for the purpose of protecting the various property owners
individually and severally covering building lots and sites on
the lands hereinabove described.

2. USE:

(a) No lot or parcel shall be used except for
residential purposes. No building shall be erected, altered,
placed or permitted to remain on any lot other than one detached
single family dwelling house not to exceed two stories in height
and a private garage for not more than three cars, or less than
two cars. No lot or parcel shall be used as a street, thoroughfare
or right of way to any property adjoining the above described
property.

(b) No trailer, tent, garage or other outbuilding
moved onto or erected in the tract shall be used as a residence,
temporarily or permanently.

(c) The living area of any dwelling house, exclusive
of one story open porches and garages shall be: a) not less than
2,000 square feet for a one-level house; b) not less than 2,400
square feet for a split-level house; and c) not less than 2,600
square feet for a two story house. No building shall be constructed

79 JUN 4 AM 10:26

pol
1980

on a plot having an area of less than originally deeded by Owners. No sheet metal roofing or exposed roll roofing shall be permitted in any construction on the lands hereinabove described.

3. GENERAL:

(a) All septic tanks shall be constructed according to specifications approved by the Florida State Board of Health.

(b) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(c) No barracks type or other structure shall be moved onto any lot or parcel in the area covered by these restrictions.

(d) No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, or broker, to advertise the property during the construction and sales period, which shall be in keeping with a high-class development and in no way detrimental to the subdivision as a whole.

4. GARBAGE AND TRASH: There shall be required provisions to be made in connection with all dwellings for the proper storage of garbage, and for regular and frequent removal of same, and no garbage shall be burned or buried on any lot, except that trash or rubbish burned on the premises of any lot shall be burned in an incinerator approved for such use and which in no way will interfere with or otherwise inhibit the use and enjoyment of other property owners in the subdivision. No accumulation of trash, rubbish, debris or building materials or equipment shall be permitted, but same shall be promptly removed from premises. If storage of garbage is within thirty-five (35) feet of front lot line, it shall be concealed in underground receptacles.

5. GARAGES: No garage shall be erected on any lot prior to the construction of a dwelling. If a garage is built either simultaneously with or subsequent to the construction of the

dwelling, same shall be substantial, shall be of the same kind of materials as the construction of the dwelling, and shall conform architecturally with the dwelling.

6. FENCES: The height of any wall or fence that may be erected, or hedge grown on, or adjacent to lot lines shall be restricted to not over five (5) feet and shall be no closer than thirty-five (35) feet from the street line. In no case shall a fence be placed forward of the front line of the house located thereon.

7. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and no building for housing or fence for restraining pets of more than five (5) feet in height, or nearer than twenty-five (25) feet to the property line or adjacent property shall be permitted.

8. SET-BACK REQUIREMENTS: No dwelling shall be erected nearer than twenty-five (25) feet to the front lot line nor nearer than thirty (30) feet to the rear boundary or lot line of said parcel, except that accessory buildings for said dwellings may not be nearer than five (5) feet from rear lot line. No dwelling shall be erected nearer than fifteen (15) feet to the side line of any building lot. On corner lots the front set back shall be twenty-five (25) feet from closest point, and twenty (20) feet from the side street.

9. DRIVEWAYS: All driveways and entrances shall be made from within said subdivision.

10. PARKING OF VEHICLES: There shall not be allowed any parking of trucks, trailers or semi-trailers for more than casual stopping periods for loading and unloading. This restriction does not apply to pick-up type trucks or campers or boats so long as the same can not be seen from the street.

11. CONSTRUCTION APPROVAL: No building shall be placed upon a lot without the prior approval of GEORGE M. JOHNSON and HAROLD BECK (two of the owners, hereinafter referred to as Johnson and Beck) of the construction plans and specifications, and of the plot (or location) plan. Johnson and Beck shall have fourteen days after receipt of the plans, specifications and plot plan to approve or reject the same, in whole or in part. Evidence of the approval shall be in writing, executed by Johnson and Beck, and in a form recordable in the public records of Polk County, Florida. Unless the plans, specifications, and plot plan are affirmatively approved within the fourteen days' period, the same shall be considered rejected. If Johnson and Beck do not give their approval, Johnson and Beck may prohibit the construction of any building on a lot by civil action seeking an injunction or restraining order, and the person making the improvements hereby consents to the entry of the injunction or restraining order. No act or omission on the part of Johnson and Beck shall impose any liability upon Johnson and Beck, nor shall Johnson and Beck be deemed to have assumed any liability with regard to any undertaking because of its action and enforcement of, or failure to act or enforce, minimum standards for such improvements. The lot owner shall be solely responsible for the quality and safety of any improvement constructed by, or for, the lot owner.

12. AMENDMENT OF RESTRICTIONS: Owners shall have the right to amend or modify these restrictions from time to time, in whole or in part. However, any amendment or modification thereof shall not bind any lot owner whose deed of conveyance is recorded prior to the date that any amendment or modification is recorded among the public records of Polk County, Florida.


13. TERMINATION OF RESTRICTIONS: These covenants and restrictions shall run with the land and shall be binding upon all persons and parties hereafter acquiring any interest of any nature or kind in and to any property subject thereto, until

January 1, 2000. Thereafter, these covenants and restrictions shall be automatically extended for successive periods of five years each, unless an instrument varying or terminating the covenants and restrictions shall be executed by the owners of a majority of the lots within the subdivision, and recorded among the public records of Polk County, Florida.

14. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by Owners or any lot owner through proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both. The prevailing party in any legal proceedings to enforce these covenants and restrictions shall be entitled to recover reimbursement for reasonable attorneys' fees and costs.


15. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or decree of a court of competent jurisdiction shall in no way affect any other covenant or restriction.

IN WITNESS WHEREOF we have hereunto set our hands and seals the year and day first above written.


 _____ (SEAL)
 GEORGE M. JOHNSON


 _____ (SEAL)
 BETTY H. JOHNSON


 _____ (SEAL)
 HAROLD BECK


 _____ (SEAL)
 NAN JEAN C. BECK

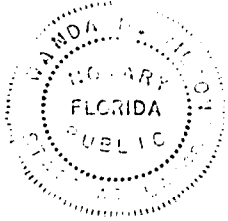
STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared GEORGE M. JOHNSON and his wife, BETTY H. JOHNSON and HAROLD BECK and his wife, NAN JEAN C. BECK, known to me to be the persons

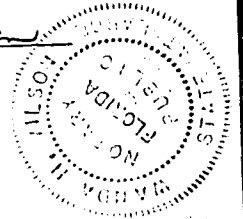
described in and who executed the foregoing instrument, and they acknowledged executing the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of April, 1979.



Wanda H. Nelson
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires 12/31/80
Bonded by American Surety & Casualty Co.
3-13-80



FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY *DJ* D.C.

THE PINNACLE

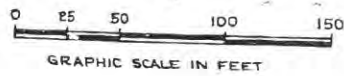
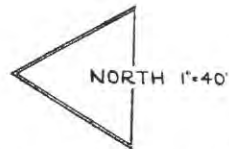
POLK COUNTY, FLORIDA
 THE SW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 8, TOWNSHIP 29 SOUTH,
 RANGE 24 EAST OR LOT 45 OF SAID SECTION, TOWNSHIP AND RANGE, ACCORDING
 TO PLAT OF W.F. HALLAM & CO.'S CLUB COLONY TRACT, OF LAKEWOOD HIGHLANDS,
 FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK
 COUNTY, FLORIDA.

UNPLATTED LANDS

UNRECORDED SUBDIVISION

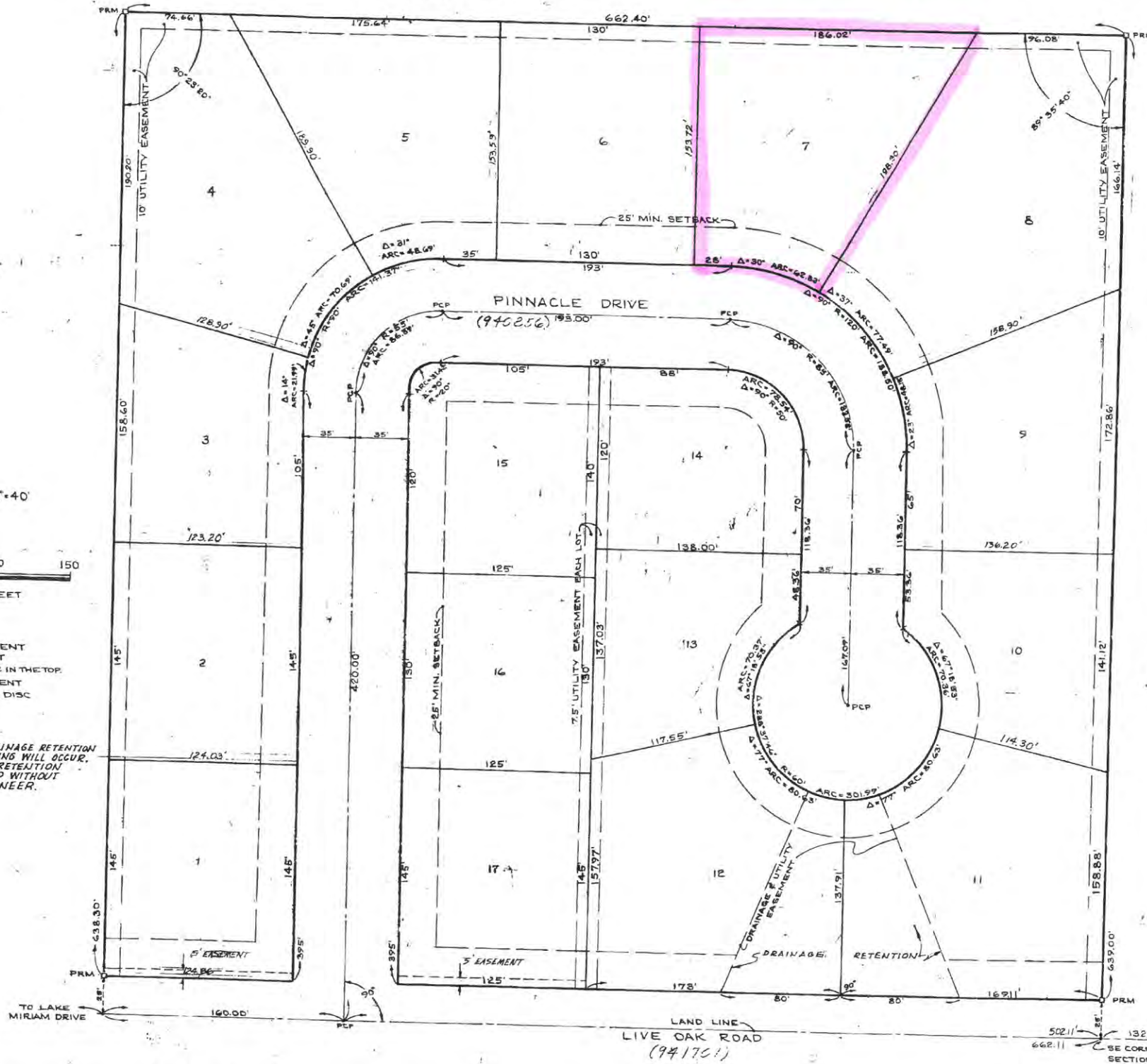
UNPLATTED LANDS

UNPLATTED LANDS



PRM INDICATES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE W/LS 1472 IN THE TOP.
 PCP INDICATES PERMANENT CONTROL POINT - METAL DISC WITH LS 1492.

NOTE: THIS IS AN ON-SITE DRAINAGE RETENTION SUBDIVISION. PERIODIC PONDING WILL OCCUR. THE SWALES AND DRAINAGE RETENTION AREAS MAY NOT BE ALTERED WITHOUT CONSENT OF COUNTY ENGINEER.



APPROVAL: COUNTY ENGINEER P.B. 108 Pg. 19

STATE OF FLORIDA
 COUNTY OF POLK
 This plat is hereby approved by the Polk County Engineering Department
 this 8th day of May, 1979.
 Harold E. Yanson
 County Engineer

APPROVAL: COUNTY COMMISSION

STATE OF FLORIDA
 COUNTY OF POLK
 This plat approved this 13th day of May, 1979 in an open meeting
 of the Board of County Commissioners of Polk County, Florida.

Board of County Commissioners

Brona Taylor, Chairman
 E. D. Bud Dixon, Attest
 Clerk

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
 COUNTY OF POLK
 I, E. D. "Bud" Dixon, Clerk of Circuit Court of Polk County, Florida, do hereby
 certify that this plat has been accepted for recording this 14th day of
 May, 1979.

E. D. Bud Dixon
 Clerk of Circuit Court

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA
 COUNTY OF POLK
 I hereby certify that this plat is a true and correct representation of a
 recent survey made under my direction and that the same complies with
 provisions of Chapter 177, Florida Statutes 1971, relating to the making
 of maps and plats and that PRM's and PCP's have been set as shown
 Ronald L. Taylor, L.S. No. 1492

DEDICATION

STATE OF FLORIDA
 COUNTY OF POLK
 Know all men by these presents that Harold Beck and Nan Jean C. Beck,
 his wife, and George M. Johnson and Betty H. Johnson, his wife, owners, and
 Raabe, McConnell & Todd, a partnership mortgagees of the hereon des-
 cribed land, have caused this plat of The Pinnacle to be made, and do
 hereby dedicate to the use of the public forever, all streets, alleys, rights
 of way, and easements shown on this plat for the purposes indicated.

Harold Beck, Nan Jean C. Beck, George M. Johnson, Betty H. Johnson, Raabe, McConnell & Todd

Witness to all signatures
 Walden J. Weaver
 Witness to all signatures

ACKNOWLEDGEMENT

STATE OF FLORIDA
 COUNTY OF POLK
 I hereby certify that on the day before me, personally appeared
 Harold Beck and Nan Jean C. Beck, his wife, and George M. Johnson
 and Betty H. Johnson, his wife, and Raabe, McConnell & Todd, a
 partnership, to me known to be the persons who executed the fore-
 going dedication and they acknowledged same before me this
 21st day of May, 1979.

Notary Public
 My Commission Expires: [blank]
 My Commission No. [blank]

APPROVAL: PLANNING DIRECTOR

STATE OF FLORIDA
 COUNTY OF POLK
 This plat is hereby approved by the Polk County Planning
 Department this 8th day of May, 1979.

- 6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.
- 7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.**
- 8) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.
- 9) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.
- 10) **Assignment:** This Contract may be assigned; however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.
- 11) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.
- 12) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.
- 13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.
- 14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

15) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

16) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

18) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing or the ability of Buyer to obtain hazard insurance coverage for the property.

20) **Special Agreement(s):** _____

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this _____ day of _____, 20 25.

Buyer(s)

Seller(s)

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Higgenbotham Auctioneers International, Ltd., Inc.,
Licensed Real Estate Broker

BY: _____