



ALAN FRENKEL
AUCTION & REALTY LLC

AUCTION

BIDDER'S INFORMATION PACKAGE

CHARMING 1925

ARTS & CRAFTS FOURSQUARE

5 BEDROOM / 3.5 BATH POOL HOME

in the

LAKE EOLA HEIGHTS HISTORIC DISTRICT

Thursday, March 27th at 6 PM



803 E Harwood Street, Orlando, FL 32803

412 Raehn Street • Orlando, Florida 32806 • Tel: 321.710.3494 • Toll Free: 888.416.5607
www.AlanFrenkel.com • FL # AB3436AU1522 • Alan@AlanFrenkel.com

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS

Property Record - 25-22-29-5880-02-190

Orange County Property Appraiser • <http://www.ocpaf1.org>

Property Summary as of 02/23/2025

Property Name

803 E Harwood St

Names

Bonnewitz Van R Estate

Municipality

ORL - Orlando

Property Use

0104 - Single Fam Class Iv

Mailing Address

803 E Harwood St
Orlando, FL 32803-5704

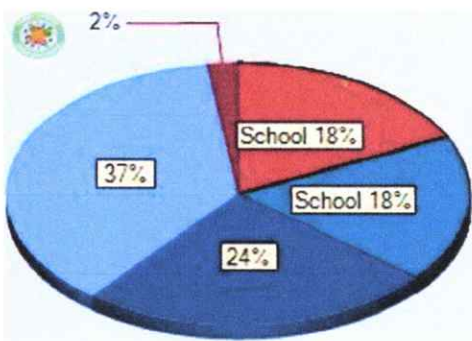
Physical Address

803 E Harwood St
Orlando, FL 32803

OR
Code
For
Mobile
Phone



























292225588002190 01/03/2007



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2024  	\$260,000	+ \$344,133	+ \$8,600 =	\$612,733 (3.8%)	\$258,140 (3.0%)
2023  	\$260,000	+ \$322,003	+ \$8,600 =	\$590,603 (19%)	\$250,621 (3.0%)
2022  	\$260,000	+ \$225,905	+ \$8,600 =	\$494,505 (5.5%)	\$243,321 (3.0%)
2021  	\$260,000	+ \$200,198	+ \$8,600 =	\$468,798	\$236,234

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH Cap	Tax Savings
2024    	\$25,000	\$25,000	\$0	\$354,593	\$7,163
2023    	\$25,000	\$25,000	\$0	\$339,982	\$6,882
2022    	\$25,000	\$25,000	\$0	\$251,184	\$5,296
2021    	\$25,000	\$25,000	\$0	\$232,564	\$5,035

2024 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$258,140	\$25,000	\$233,140	3.2160 (1.36%)	\$749.78	19%
Public Schools: By Local Board	\$258,140	\$25,000	\$233,140	3.2480 (0.00%)	\$757.24	19%
Orange County (General)	\$258,140	\$50,000	\$208,140	4.4347 (0.00%)	\$923.04	23%
City Of Orlando	\$258,140	\$50,000	\$208,140	6.6500 (0.00%)	\$1,384.13	35%
Library - Operating Budget	\$258,140	\$50,000	\$208,140	0.3748 (0.00%)	\$78.01	2%
St Johns Water Management District	\$258,140	\$50,000	\$208,140	0.1793 (0.00%)	\$37.32	1%
				18.1028	\$3,929.52	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
CITY OF ORLANDO	ORLANDO STORM - DRAINAGE - (407)246-2370	202.30	\$1.00	\$202.30
				\$202.30

Tax Savings

2025 Estimated Gross Tax Total:	\$11,294.25
Your property taxes without exemptions would be	\$11,091.95
Your ad-valorem property tax with exemptions is	- \$11,091.95
Providing You A Savings Of	= \$0.00

Property Features

Property Description

NATHANS REVISED SUB F/81 LOT 19 & LOT 18 (LESS W 25.5 FT) BL K B

Total Land Area

10,348 sqft (+/-) | 0.24 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	ORL-R-2B/T/HP	1 Units	\$260,000.00	\$260,000	\$0.00	\$0

Buildings

Model Code	1 - Single Fam Residence	Subarea Description	Sqft	Value
Type Code	0104 - Single Fam Class Iv	BAS - Base Area	1322	working...
Building Value	working...	FOP - Finished O	36	working...
Estimated New Cost	working...	FCP - Finished C	273	working...
Actual Year Built	1925	FSP - Finished S	162	working...
Beds	5	FUS - Finished U	1439	working...
Baths	3.5	UDG - Unfinished	400	working...
Floors	2	UST - Unfinished	56	working...
Gross Area	3688 sqft			
Living Area	2761 sqft			
Exterior Wall	Wood.Sthtn			
Interior Wall	Plastered			



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
FPL2 - Fireplace 2	01/01/1987	1 Unit(s)	\$2,500.00	\$2,500
PL1 - Pool 1	01/01/1922	1 Unit(s)	\$17,000.00	\$5,100
PT1 - Patio 1	01/01/1990	1 Unit(s)	\$1,000.00	\$1,000

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/01/1971	\$27,000	19710434127	02096 / 0646	Warranty Deed			Improved

Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
714 E Amelia St	05/16/2024	\$1,277,500	\$523	Warranty Deed	4/4	20240288548	/

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
There are no TPP Accounts associated with this parcel.				

Schools

Lake Como School (Middle School)

Lake Como School (Elementary)

Principal	Cooper Alexander
Office Phone	407.897.6430
Grades	2023:

Edgewater (High School)

Principal	Heather Haas Kreider
Office Phone	407.835.4900
Grades	2023:

Community/Neighborhood Association

Name	Lake Eola Heights Historic Neighborhood Association,...
Gated?	No
Number Of Households	570

Utilities/Services

Electric	Orlando Utilities Commission
Water	Orlando Utilities Commission
Recycling	Orlando
Trash (Monday, Thursday)	Orlando
Yard Waste (Thursday)	Orlando

Elected Officials

County Commissioner	Kelly Martinez Semrad
US Representative	Maxwell Alejandro Frost
School Board Representative	Karen Castor Dentel
State Senate	Carlos Guillermo Smith
State Representative	Anna Eskamani



IMAPP - StellarMLS

Orange County Tax Report - 803 E HARWOOD ST, ORLANDO, FL 32803-5704

PROPERTY INFORMATION

PID # 25 22 29 5880 02 190

Property Type: Residential

Property Address:

803 E HARWOOD ST
ORLANDO, FL 32803-5704

Current Owner:

VAN R ESTATE BONNEWITZ

Tax Mailing Address:

803 E HARWOOD ST
ORLANDO, FL 32803-5704

Phone Number:

(407) 841-1680

(IVAN BONNEWITZ , JOHN P BONNEWITZ COFFE , Van Bonnewitz)

Property Use:

0104 / SINGLE FAMILY CLASS IV (county)
01 / SINGLE FAMILY HOME (state)

Land Use:

SINGLE FAMILY CLASS IV (0104)

Zoning: R-2B/T/HP

Lot Size: 0.2376 acres / 10,348 sf

Waterfront: No

Subdivision: NATHAN A REVISED SUB

Subdivision #: 5880

Census Tract/Block: 010200 / 1008

Twn: 22 Rng: 29 Sec: 25

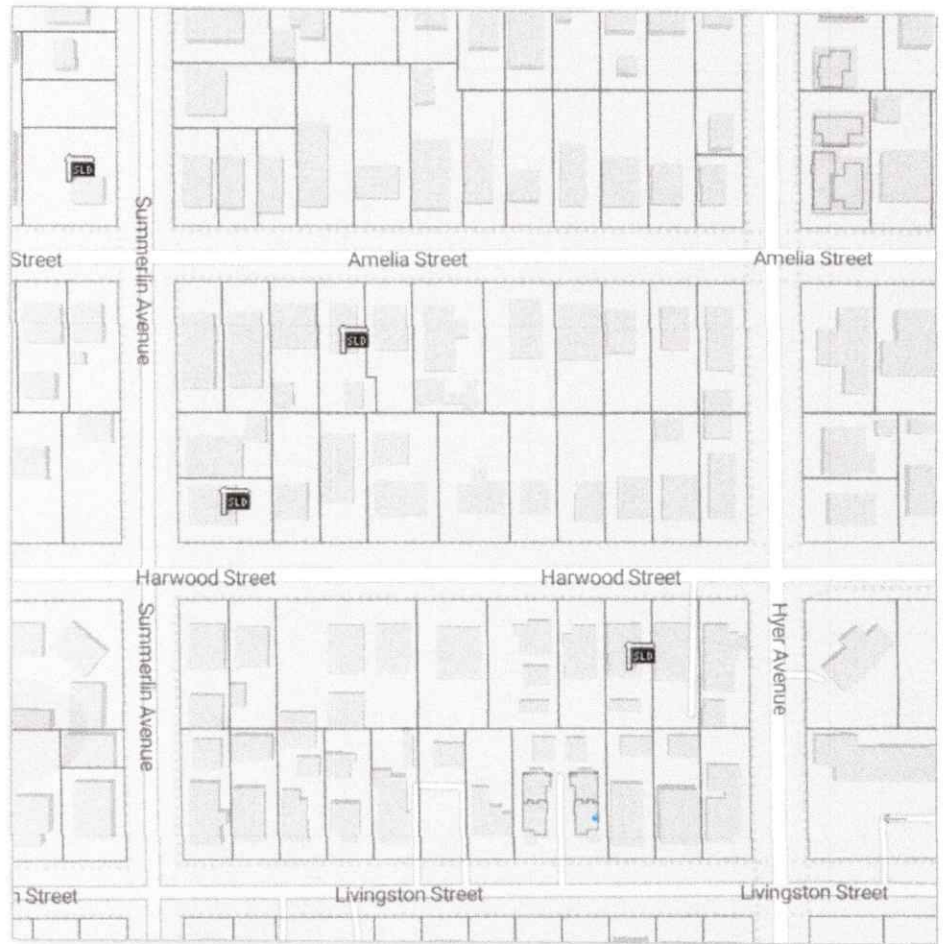
Block: 02 Lot: 190

Neighborhood: LAKE EOLA HISTORIC DISTRICT (271601129)

Coordinates: 28.5487(lat) -81.3675(lon)

Legal Description:

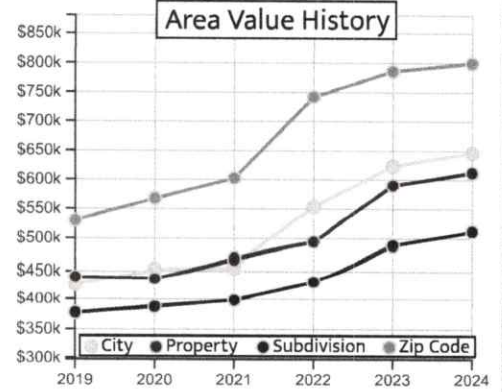
NATHANS REVISED SUB F/81 LOT 19 & LOT 18 (LESS W 25.5 FT) BLK B



- subject
- Active
- Pending
- Sold
- Withdrawn
- Expired
- Foreclosures

VALUE INFORMATION

	2020	2021	2022	2023	2024
Building Value:	\$169,088	\$0	\$0	\$0	\$0
Extra Features:	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600
Land Value:	\$260,000	\$260,000	\$260,000	\$260,000	\$260,000
Just Market Value:	\$437,688	\$468,798	\$494,505	\$590,603	\$612,733
Percent Change:	- n/a -	7.11%	5.48%	19.43%	3.75%
Total Assessed Value:	\$232,972	\$236,234	\$243,321	\$250,621	\$258,140
Homestead Exemption:	Yes	Yes	Yes	Yes	Yes
Total Exemptions:	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value:	\$182,972	\$186,234	\$193,321	\$200,621	\$208,140
Ad Valorem Taxes:	\$3,564.68	\$3,598.01	\$3,664.31	\$3,783.70	
Non-Ad Valorem Taxes:	\$137.85	\$137.85	\$137.85	\$137.85	
Total Tax Amount:	\$3,702.53	\$3,735.86	\$3,802.16	\$3,921.55	\$4,131.82



Taxing District(s): 8 - A



Estimated Current Value: \$892,765*

Equity Estimate: \$631,308

0% — 71%

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	WARRANTY DEED	Price:	\$27,000	Qualifiers:	U ¹ , I
Sale Date:	06/01/1971	Recorded Date:		Document #	Bk 2096/Pg 646
Grantor:	Not Available	Grantee:	Not Available	Document #	2023480393
Mortgage Amount:	\$265,500	Instrument Date:	08/17/2023	Document #	2023480393
Terms:	6.78%/360 M	Attributes:	Home Equity Loan, Home Equity, Stand Alone	Mortgage	BONNEWITZ VAN R
Lender:	ROCKET MORTGAGE LLC	Borrower:			

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

¹ UNQUALIFIED

BUILDING INFORMATION

1. SINGLE FAMILY HOME	Heated Area:	2,761 sf	Built:	1925 act / 1975 eff	A/C Type:	CENTRAL
Beds: 5 Baths: 3.5	Total Area:	3,688 sf	Stories:	2.0	Heat Type:	FORCED AIR - DT
Roof Type:	GABLE/HIP	Roof Cover:	COMP. FIBER SHEET	Heat Fuel:	ELECTRIC	
Int Wall:	PLASTERED	Ext Wall:	WOOD SHEETHING	Structural:	N/A	
Flooring:	CARPET					
Building Subareas:			BAS - BASE (1,322 sf)			
FCP - CARPORT, FINISHED (273 sf)			FOP - PORCH, OPEN, FIN (36 sf)			
FSP - PORCH, SCREEN, FIN. (162 sf)			FUS - UPPER STORY, FIN. (1,439 sf)			
UDG - GARAGE, UNFIN DET. (400 sf)			UST - UTIL, STOR. UNFIN. (56 sf)			

OTHER IMPROVEMENT INFORMATION

Description	Dimensions	Year Built
FPLACE 2	0 x 0	1987
PATIO 1	0 x 0	1990
POOL 1	0 x 0	1922

Covered Parking: Yes **Details:** GARAGE, UNFIN DET. - 400 sf **Pool:** Yes **Pool Size:** 1 sf

CITY INTERACTIONS

Code Violations

Category	Code	Description	Grade	Case #	Date	Owner
WT	Ticket	comm veh parked in the street - COMM VEH PARKED IN STREET	Mild	2020-10650TKT	06/20/2020	BONNEWITZ VAN R
Zoning	Towing and Zoning Endpoints	ILLEGAL PARKING - LARGE BLUE FRANK GAY PLUMBING COMMERCIAL BOX TRUCK PARKS EVERY EVENING TAKING UP SPACES ON HARWOOD ST THIS VEHICLE HAS BEEN CITED BEFORE YET CONTINUES TO PARK VARIOUS PLACES AMP DOWN STREET 700 800 BLOCK HARWOOD	Moderate	2020-10337DMV	05/27/2020	BONNEWITZ VAN R
StandardLT	Lot	PILES BAGGED TRASH ON CURBSIDE	Mild	517317	01/09/2020	BONNEWITZ VAN R

Building Permits

Permit #	Type	Description	Issued	Value	Contractor
MEC2020-13544	MECHANICAL PERMIT	RESIDENTIAL 1/2	10/21/2020	\$6,124	ZACHARY P BOERA (ONE STOP COOLING)
BLD1402001	BUILDING PERMIT	RESIDENTIAL 1/2	10/23/1992	\$3,220	JOE M DUNLAP (ROOFPRO INC)

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Lake Como School ✓ Above Average Teachers ✓ Small Class Sizes	PK-08	885	B (2023/2024)	FL DOE	1.6 miles
Orlando Gifted Academy U Magnet School	02-08	383	A (2023/2024)		1 mile
Panther Lake Elementary 50-H-Se-2	PK-05	605	- n/a -		1.1 miles
97-E-Se-2	Middle		- n/a -		1.1 miles
Howard Middle ✓ Small Class Sizes ✓ Above Average Standardized Testing Scores U Magnet School ⭐ On Excellent List (2 yrs)	06-08	1,047	A (2023/2024)	FL DOE	0.2 mile
Edgewater High U Magnet School	09-12	2,059	B (2023/2024)	FL DOE	2.7 miles

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120186	12095C0265F	09/25/2009

Source: FEMA National Flood Hazard Layer (NFHL), updated 01/31/2025

Lake Eola Heights Historic District

The Lake Eola Heights Historic District was designated in 1989. The district is located east of Magnolia Avenue, west of Mills Avenue, north of Robinson Street and south of Colonial Drive. There are approximately 570 buildings in Eola Heights, with approximately 550 contributing structures. The Lake Eola Heights Historic District is one of Orlando's oldest and most architecturally diverse neighborhoods. Much of the area had been planted for citrus groves in the late nineteenth century; however, following the big freeze in 1895, the area was subdivided for residential development (See Figure HP-1C).

Vernacular clapboard farmhouses, built between 1890 and 1911, are scattered throughout the neighborhood. Other styles include Colonial Revival, Craftsman, Mediterranean Revival, Mission Revival, Art Deco and Minimal Traditional. The district's greatest period of growth, 1905-1925, saw the construction of homes, educational and religious institutions, as well as commercial buildings to house and serve residents of the growing City.

Lake Lawsona Historic District

The Lake Lawsona Historic District was created in 1994. It is located east of Summerlin Avenue, west of Hampton Avenue, north of the East-West Expressway (SR 408) and south of Robinson Street. It has an excellent collection of structures dating from just after the turn of the century until World War II. Approximately 520 buildings are in the district, two thirds of which are contributing structures. One early developer in the area was Walter Rose, who developed the area near Fern Creek. Rose donated the undevelopable land adjacent to the creek to the City for a park. In the 1930s, the Civitans and the Orlando Garden Club led a movement to clean up the overgrown park and plant it with azaleas and other flowering species. The park became known as Dickson Azalea Park.

The district also contains a small commercial district and important institutional buildings. The business district, centered at Summerlin and Washington, once contained a grocery store, gas stations and small specialty shops. The northwest corner of the neighborhood is the home of Orlando High School (now Howard Middle School). The Girl Scouts have their "Little House", which was used to teach girls about home economics and the out-of-doors, at the edge of Dickson Azalea Park.

The neighborhood is well known for its Craftsman style bungalows. Certain blocks of Washington Street are lined with the one-story homes that were popular during the 1920s. Other styles represented in the neighborhood include Frame and Masonry Vernacular and Mediterranean, Mission, Tudor, Neoclassical and Colonial revivals.

Colonialtown South Historic District

The Colonialtown South Historic District was created in 2000. The district is located west of Altaloma Avenue, south of Colonial Drive, north of Robinson Street and east of Mills Avenue. There are approximately 235 buildings within Colonialtown South, with approximately 204 contributing structures. The Colonialtown South Historic District contains a distinctive collection of historic buildings, a majority of which display formal styling, including, but not limited to Craftsman; Prairie; Neoclassical, Colonial, Mediterranean, Tudor and Mission Revivals; Minimal Traditional; and early Ranch styles. The significant period of development for this neighborhood started in the 1910s and ended in 1949.

Orlando Historic Landmarks

Designation as an Orlando Historic Landmark is another tool to recognize individual buildings, sites, places, objects and memorials having special historical, architectural, archeological or environmental interest or value. Local Landmarks are protected and preserved from



Home (<https://www.downtownorlando.com/Home>) / Life (<https://www.downtownorlando.com/Life>) / Districts + Neighborhoods (<https://www.downtownorlando.com/Life/Districts-Neighborhoods>) / Lake Eola Heights

Lake Eola Heights



As a designated historic district, Lake Eola Heights is one of downtown Orlando's oldest and most architecturally diverse, predominantly residential neighborhoods. Stroll along the shady, tree-lined streets and you'll see a mix of Craftsman, Mediterranean Revival, Colonial Revival, and frame vernacular residences that blend with Art Deco and traditional homes, as well as established condominiums.

1 AN ORDINANCE OF THE CITY OF ORLANDO ESTABLISHING THE
 2 LAKE EOLA HEIGHTS HISTORIC DISTRICT, AND SETTING THE
 3 CRITERIA FOR CONSIDERING A CERTIFICATE OF
 4 APPROPRIATENESS FOR SUCH DISTRICT AND SPECIFYING THE
 5 LEGAL DESCRIPTION OF SAID DISTRICT.

6
 7 WHEREAS, the neighborhood of Lake Eola Heights is one of
 8 Orlando's oldest and most architecturally diverse
 9 neighborhoods having been subdivided for residential
 10 development from a citrus grove after the big citrus freeze
 11 of 1894-95 and ranging in significant architectural styles
 12 including but not limited to clapboard farmhouses built
 13 between 1890-1911, Arts and Crafts style architecture from
 14 1910-1940, cluster housing developments from the 1920s Land
 15 Boom, Revival styles popular in Orlando from 1915-1940 and
 16 Bungalow building types with stylistic variations of the
 17 1920s-1940s; and

18 WHEREAS, this ordinance seeks to protect and preserve
 19 the elements which contribute to the architectural and
 20 historic significance of the neighborhood including but not
 21 limited to distinguishing historic material, distinctive
 22 stylistic architectural features, examples of skilled
 23 craftsmanship, and significant historical, architectural or
 24 cultural material; and

3260723 ORANGE CO. FL
 10:03:20AM 05/25/89

25 Rec Fee \$ 49.00 MARTHA O. HAYNIE,
 Add Fee \$ 6.50 Orange County
 26 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By AS
 27 Total \$ 55.50 Deputy Clerk

OR4083PG1922

COUNCIL DATE 5-22-89
 MB 69 Pg 70 ITM 8
 DOCUMENTARY # 23035

Office of the City Clerk
 400 S. Orange Avenue
 Orlando, FL 32801

1 WHEREAS, the historic and architectural significance of
2 the Lake Eola Heights neighborhood has been achieved over
3 time and the growth and development of this neighborhood is
4 part of the history of the City of Orlando which is worthy
5 of protection, this ordinance seeks to maintain and preserve
6 what is unique to the neighborhood by preventing future
7 growth and development that is incompatible with the
8 surrounding structures and neighborhood and assure that
9 changes within the neighborhood will be compatible with the
10 historic character of the structures and environment of the
11 Lake Eola Heights neighborhood; and

12 WHEREAS, pursuant to Chapter 58 Section 58.2333 of the
13 Orlando City Code, the City Council, upon recommendation of
14 the Historic Preservation Board and Municipal Planning
15 Board, determines that the following described property
16 should be established as an historic district; and

17 WHEREAS, all prerequisites to the establishment of the
18 Lake Eola Heights Historic District have been met.

19 NOW, THEREFORE, be it ordained by the City Council of
20 the City of Orlando, Florida and the same is adopted to read
21 as follows:

22 SECTION ONE: After due public notice and public
23 hearing, the following described property is hereby
24 designated an historic district pursuant to Section 58.2333,
25
26
27

1 Orlando City Code, to be call Lake Eola Heights Historic
2 District:

3
4 SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

5
6 SECTION TWO: A Certificate of Appropriateness shall be
7 required when a building permit is required for the exterior
8 alteration, construction, or demolition of a structure in an
9 historic district according to Chapter 58 of the Orlando
10 City Code, with the following exceptions:

11 1. Walkways and patios within the Lake Eola
12 Heights Historic District which are not subject to view from
13 one or more designated public streets or public ways, or
14 public parks.

15 2. Landscaping.

16 3. The emergency repair with no changes in
17 exterior design, of a building, structure or exterior
18 architectural feature damaged or destroyed by fire, storm or
19 other disaster.

20 4. Paint color.

21 The authority of the Historic Preservation Board shall not
22 extend to the review of the above exceptions nor to the
23 interior arrangement of any structure.

24 SECTION THREE: No neighborhood review board shall be
25 established to review the Lake Eola Heights Historic
26
27

1 District as outlined in applications for Certificates of
 2 Appropriateness in this ordinance. A Certificate of
 3 Appropriateness shall be reviewed and acted upon pursuant to
 4 Section 58.6812, Orlando City Code.

5 SECTION FOUR: In considering an application for a
 6 Certificate of Appropriateness pursuant to Section 58.6812
 7 of the Orlando City Code in the Lake Eola Heights Historic
 8 District, the Historic Preservation Board shall adhere to
 9 and seek compatibility of structures in the district in
 10 terms of size, texture, scale and site plan, and in so
 11 doing, the following U. S. Secretary of the Interior's
 12 "Standards for Rehabilitation," which are incorporated
 13 herein by this reference, shall be considered by the Board
 14 in review of applications:

15 A. Basic Standards

16
 17 1. Every reasonable effort shall be made to
 18 provide a compatible use for a property which requires
 19 minimal alteration of the distinctive historically
 20 significant features of the building, structure, or site and
 21 its environment, or to use a property for its originally
 22 intended purpose.

23 2. The distinguishing original qualities or
 24 character of a building, structure, or site and its
 25 environment should not be destroyed. The removal or
 26
 27

1 alteration of any historic material or distinctive
2 architectural features should be avoided when possible.

3 3. All buildings, structures, and sites shall be
4 recognized as products of their own time. Alterations to
5 individual buildings, structures and sites that have no
6 historical basis for that individual building, structure or
7 site and which seek to create an earlier appearance shall be
8 discouraged.

9 4. Changes which may have taken place in the
10 course of time are evidence of the history and development
11 of a building, structure, or site and its environment.
12 These changes may have acquired significance in their own
13 right, and this significance shall be recognized and
14 respected.

15 5. Distinctive stylistic features or examples of
16 skilled craftsmanship which characterize a building,
17 structure, or site shall be treated with sensitivity.

18 6. Deteriorated architectural features shall be
19 repaired rather than replaced, wherever possible. In the
20 event replacement is necessary, the new material should
21 match the material being replaced in composition, design,
22 color, texture, and other visual qualities. Repair or
23 replacement of missing architectural features, should be
24 substantiated by historic, physical, or pictorial evidence
25 rather than on conjectural designs or the availability of
26

1 different architectural elements from other buildings or
2 structures.

3 7. The surface cleaning of structures shall be
4 undertaken with the gentlest means possible. Sandblasting
5 and other cleaning methods that will damage the historic
6 building materials shall not be undertaken.

7 8. Every reasonable effort shall be made to
8 protect and preserve archeological resources affected by, or
9 adjacent to any project.

10 9. Contemporary design for alterations and
11 additions to existing properties shall not be discouraged
12 when such alterations and additions do not destroy
13 significant historical, architectural or cultural material,
14 and such design is compatible with the size, scale, color,
15 material, and character of the property, neighborhood or
16 environment.

17 10. Wherever possible, new additions or
18 alterations to structures shall be done in such a manner
19 that if such additions or alterations were to be removed in
20 the future, the essential form and integrity of the
21 structure would be unimpaired.

22 B. Demolition

23 In considering an application for demolition of a
24 landmark or a building in an historic district, the
25 following shall be considered:

1 1. The historic or architectural significance of
2 the building.

3 2. The importance of the building to the overall
4 ensemble of buildings within the district.

5 3. The special character and aesthetic interest
6 that the building adds to the district.

7 4. The difficulty of impossibility of reproducing
8 such a building because of its design, texture, material, or
9 detail.

10 5. The future utilization of the site.

11 C. Signs/Wall Graphics

12 1. The scale and design of any sign or wall
13 graphic should be compatible with the buildings and
14 environment with which it is related.

15 2. The materials, style, and patterns used in any
16 sign or wall graphic should be compatible with the buildings
17 and environment with which it is related.

18 D. Additional Guidelines

19 1. Chain link fences shall not be permitted in
20 the front yard or within the side yard setback.

21 2. The Historic Preservation Board may adopt
22 additional legally valid guidelines and criteria as it deems
23 appropriate with approval of City Council by Resolution.

24 SECTION FIVE: Procedure for Issuance of Certificate of
25 Appropriateness.

1 A. Review

2 There are established for the Lake Eola Heights Historic
3 District two Certificate of Appropriateness review
4 procedures for construction, alterations, restorations,
5 relocations, or demolitions of a landmark or a building.

6 One procedure shall be a Major Review procedure pursuant
7 to Section 58.6812, Orlando City Code.

8 One procedure shall be a Minor Review procedure and
9 shall apply to the following:

10 1. Fences and gates not subject to view from one
11 or more designated public streets or public ways, or public
12 parking.

13 2. Awnings.

14 3. Signage painted on or attached to window
15 surface, including wall graphics painted on facade(s) and
16 name plaques one square foot or smaller.

17 4. Replacement of same or like materials for
18 gates, fences, driveways, walkways, steps, siding, roofs,
19 doors or windows. Changes in existing door and window
20 openings shall require Major Review.

21 5. Mechanical systems including heat and cooling
22 equipment and irrigation systems.

23 It shall be the responsibility of the Historic
24 Preservation Officer to institute the Minor Review process
25 where applicable and appropriate.

OR4085161930

1 B. Appeals: Any substantially affected person may
2 appeal a decision Minor Review to the Historic Preservation
3 Board for Major Review.

4 SECTION SIX: Any changes to this ordinance and the
5 standards included herein shall be reviewed by the Historic
6 Preservation Board, and approved by ordinance by the City
7 Council.

8 SECTION SEVEN: If any section, subsection, sentence,
9 clause, phrase or portion of this ordinance is for any
10 reason held invalid or unconstitutional by any court of
11 competent jurisdiction, such portion shall be deemed a
12 separate, distinct, and independent provision and such
13 holding shall not affect the validity of the remaining
14 portion hereto.

15 SECTION EIGHT: This ordinance shall take effect upon
16 its passage and as provided by law.

17 ADVERTISED April 21, 1989.

18 READ FIRST TIME April 24, 1989.

19 READ SECOND TIME AND ADOPTED May 22, 1989.

20
21 Ray Lee
22 Mayor pro Tem

23 ATTEST:

23 Grace A. Churning
24 Grace A. Churning, City Clerk

25 APPROVED AS TO FORM AND LEGALITY
26 for the use and reliance of the
27 City of Orlando, Florida, only.

May 22, 1989.
Robert L. Hamilton
City Attorney
Orlando, Florida

LAKE EDLA HEIGHTS
BOUNDARY AND LEGAL

Begin at the southeast corner of lot 5, Park Lake Subdivision as recorded in Plat Book "F", page 128, Public Records of Orange County, Florida; thence east 662.79 ft. to the southeast corner of lot 9 of Block "B" of Amended Plat of Portion of Mrs. Norman Robinsons Addition as recorded in Plat Book "F", Page 122, Public Records of Orange County, Florida; thence north 135.0 ft. to the northeast corner of said lot 9; thence east 662.95 ft. to the northeast corner of lot 16, Block "A" of Mrs Norman Robinson, Add. to Orlando, as recorded in Plat Book "E", Page 17, Public Records of Orange County, Florida; thence continue east 725.7 ft. to a point on the west line of lot 5, Block "A", Carl Jansen's Addition to Orlando, as recorded in Plat Book "F", Page 59, Public Records of Orange County, Florida; thence south 35.0 ft. to the southwest corner of said lot 5; thence east 136.62 ft. to the northeast corner of lot 6, Block "A", of said Sub.; thence south 521.52 ft. to the northeast corner of lot 3 of O. L. Smith's Addition to Orlando, as recorded in Plat Book "H", Page 110, Public Records of Orange County, Florida; thence west 150.0 ft. to the northwest corner of lot 5 of said Sub.; thence south 270.0 ft. to the southwest corner of lot 6, of said Sub.; thence east 440.0 ft. to a point 10.0 ft. west of the southeast corner of lot 7, First Addition to Colonial Park, as recorded in Plat Book "H", Page 4, Public Records of Orange County, Florida; thence south 57.0 ft. to the northeast corner of lot 1, of J. W. Reeder Sub. as recorded in Plat Book "K", Page 38, Public Records of Orange County, Florida; thence continue south 115.0 ft.; thence west 10.0 ft.; thence south 220.0 ft. to a point on the

north line of lot 9, Block "A", of Eola Park Heights. as recorded in Plat Book "H", Page 33, Public Records of Orange County, Florida; thence west 7.0 ft. to the northeast corner of lot 8 of said Sub. thence south 331.9 ft. to a point on the north line of lot 5, Block "B" of said Sub. thence west 9.06 ft. to the northeast corner of lot 4, Block "C", W.A. Shelby's Addition to Orlando, as Recorded in Plat Book "C", Page 72, Public Records, Orange County, Florida; thence south 334.23 ft. to a point 8.94 ft. west of the northeast corner of lot 8, Block "E" of said Eola Park Heights; thence east 8.94 ft. to the northeast corner of said lot 8; thence south 470.65 ft. to the southeast corner of lot 8, Block "F" of said Eola Park Heights; thence west 464.0 ft. to the southeast corner of lot 12, Block "G" of said Sub.; thence north 135.85 ft. to the northeast corner of said lot 12; thence west 605.84 ft. to the northwest corner of lot 1, Block "G" of said Sub.; thence south 138.0 ft. to the southwest corner of said lot 1 of said Sub.; thence west 186.0 ft. to the southeast corner of lot 3, Block "B" of said Sub.; thence north 138.0 ft. to the northeast corner of lot 3, Block "B" of said Sub.; thence west 857.6 ft. to the northeast corner of lot 12 of Hillman's Addition to Orlando, as recorded in Plat Book "D", Page 56, Public Records of Orange County, Florida; thence south 137.0 ft. to the southeast corner of said lot 12; thence west 140.50 ft to the southeast corner of lot 10, of said Sub.; thence north 137.0 ft. to the northeast corner of said lot 10; thence west 350.5 ft.; thence north 198.0 ft. to the northeast corner of lot 26, Hillmans Second Add. to Orlando as recorded in Plat Book "D", Page 85, Public Records of Orange County, Florida; thence west 71.0 ft. to the southeast corner of lot 4, of said Sub.; thence north 138.0 ft. to the northeast corner of said lot 4; thence west 71.0 ft. to the

northwest corner of said lot 4; thence south 5.0 ft. to the northeast corner of lot 5, of said Sub.; thence west 738.5 ft.; thence north 403.45 ft.; thence west 25.0 ft. to the southeast corner of lot 12, Speir's Addition to Orlando, as recorded in Plat Book "B", Page 124, Public Records of Orange County, Florida; thence north 900.91 ft. to a point on the south line of lot "M", of Plat of Chauncey Holts Subdivision of C. Holt's Addition to Orlando, as recorded in Plat Book "F", Page 99, Public Records of Orange County, Florida; thence east 73.0 ft. to the southwest corner of lot "H", of said Sub.; thence north 150.0 ft. to the northwest corner of said lot; thence east 350.0 ft. to the northeast corner of lot "L" of said Sub.; thence north 53.90 ft. along the west line of lot 32, of Bailey Heights, as recorded in Plat Book "J", Page 72, Public Records of Orange County, Florida to the northwest corner of said lot 32; thence east 500.0 ft. to the northwest corner of lot 17, of said Sub.; thence south 50.0 ft. to the southwest corner of said lot 17; thence east 130.0 ft.; thence north 312.0 ft. to the Point of Beginning. Containing 158.5 acres more or less.

"This description has been prepared by the Bureau Of Engineering and is acceptable for legal instruments.	
<i>Milt Oabor</i>	_____
RECORDED:	_____
DATE	<u>5/3/89</u>

OR 4 083 PG 1933

RECORDED & RECORD VERIFIED

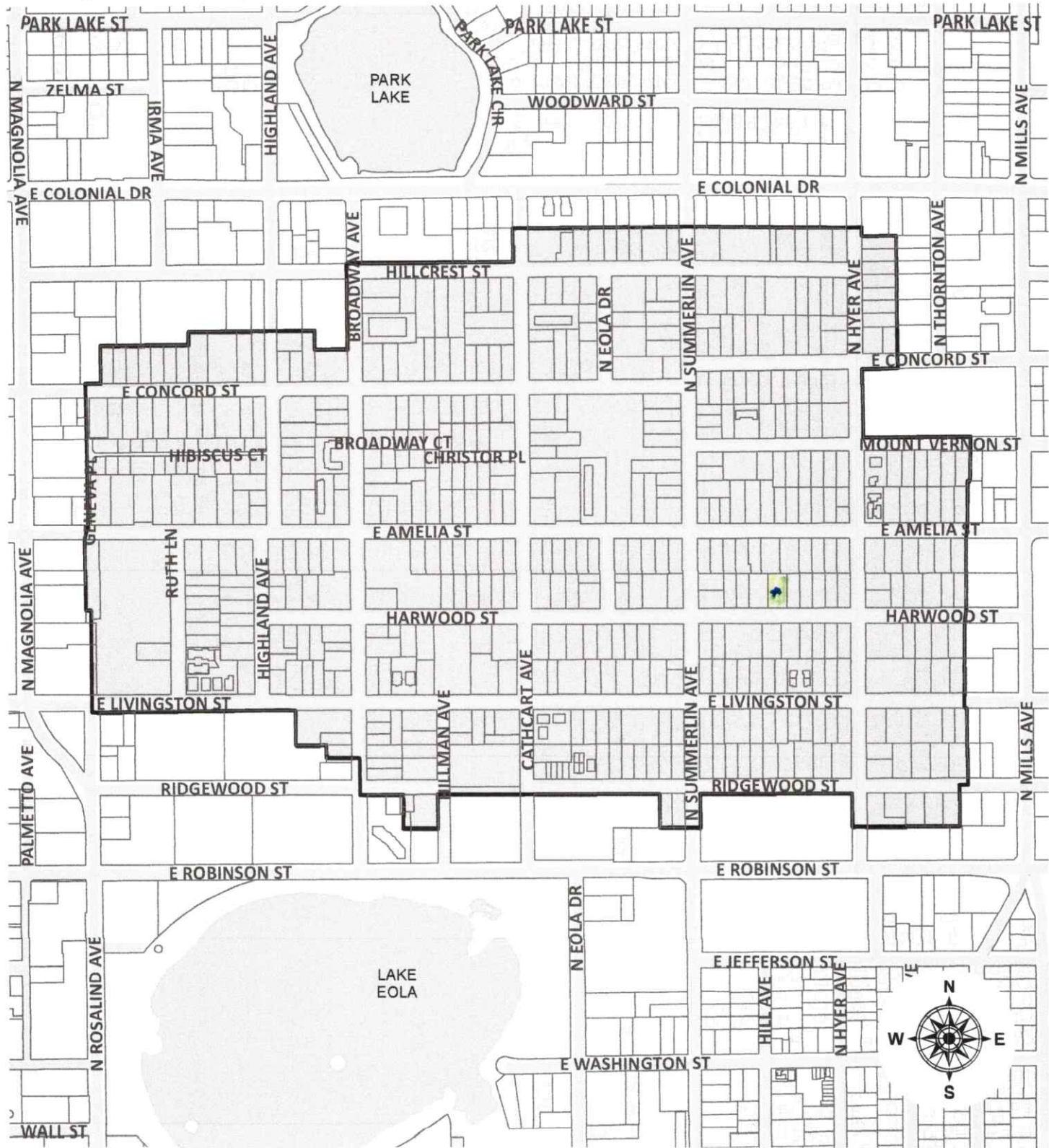
Martha A. Haynie
County Comptroller, Orange Co., FL

EXHIBIT "A"

3 of 3 pages

Lake Eola Heights Local Historic District

Designated May 22, 1989



Incentives

The City offers a [property tax exemption \(http://www.cityoforlando.net/planning/historic-preservation/historic-preservation-tax-exemption-program/\)](http://www.cityoforlando.net/planning/historic-preservation/historic-preservation-tax-exemption-program/) to property owners for the substantial rehabilitation of local designated historic property. This 10-year exemption applies to 100% of the City's portion of the property taxes attributed to the increase in property value due to rehabilitation. The exemption remains intact with the sale of the property.

Information

For further information regarding the Lake Copeland Historic District or questions concerning modifications to structures or property within the district, contact the Historic Preservation Officer at 407.246.3416, or the Historic Preservation Board recording secretary at 407.246.2172. The City's Permitting Services, located on the ground floor of City Hall, can assist with questions regarding the necessary permit(s) for your project. Contact Permitting at 407.246.2271.

[Printable map of the Lake Copeland Historic District](/files/sharedassets/public/v/1/departments/edv/city-planning/historic-preservation/lakecopelandhistdistrict.pdf) ^(PDF, 81KB)
(/files/sharedassets/public/v/1/departments/edv/city-planning/historic-preservation/lakecopelandhistdistrict.pdf) (PDF)

[Lake Copeland Historic District Ordinance](/files/sharedassets/public/v/1/departments/edv/city-planning/historic-preservation/19a.-lk_cope_h_d.pdf) ^(PDF, 4MB)
(/files/sharedassets/public/v/1/departments/edv/city-planning/historic-preservation/19a.-lk_cope_h_d.pdf)

[2009 HPB Calendar Showcasing Lake Copeland Historic District](http://www.cityoforlando.net/city-planning/wp-content/uploads/sites/27/2014/08/2009-HP-Calendar.pdf)
(http://www.cityoforlando.net/city-planning/wp-content/uploads/sites/27/2014/08/2009-HP-Calendar.pdf) (PDF)

Lake Eola Heights Historic District

The Lake Eola Heights Historic District was created in 1989. There are approximately 570 buildings in Eola Heights. This is one of Orlando's oldest and most architecturally diverse neighborhoods. In the late 1800s, Mr. Summerlin purchased two hundred acres around Lake Eola. Much of the

had been planted for citrus groves in the late nineteenth century; how following the big freeze in 1895, the area was subdivided for residential development. Vernacular clapboard farmhouses, built between 1890 and 1911, are scattered throughout the neighborhood. Other styles include Colonial Revival, Craftsman, Mediterranean Revival, Mission Revival, Art Deco, and Minimal Traditional.

Background

In 1989, Lake Eola Heights was designated a local historic district. Three years later it was listed on the National Register of Historic Places. Spanning approximately 38 blocks, the area offers an eclectic mix of architecture among its tree-lined brick streets.

Citrus was grown in the area north of Lake Eola until the freezes of 1895 devastated the groves. The district's greatest period of growth, 1905-1920, saw the construction of homes, educational and religious institutions, as well as a smattering of commercial buildings to house and serve residents of the growing city.

Several architectural styles inspired the design of the residential structures in the district. Examples of the Craftsman style, frame vernacular, Mediterranean Revival, and Colonial Revival can all be found along the district's grid streets. Two outstanding examples include the Craftsman style house at 421 E Amelia Street (1923) with its full width front porch and the Mediterranean Revival Atha Apartments (1920), located at 411-415 East Livingston Street.

Neighborhood religious buildings add their own distinctive style to the district. The Trinity Evangelical Lutheran Church (1926), at 123 East Livingston Street, exhibits Gothic Revival design and form. The Broadway United Methodist Church (1922), at 406 East Amelia Street, reflects the Neoclassical Revival style. The St. James Cathedral School (1928), at 505 Ridgewood Street, is one of several Mediterranean Revival schools built in Orlando in the 1920s and is considered one of the best examples with its bell tower, ornate entrance, and embellished friezes.

Permitting Requirements

Before you make certain exterior changes to your property, a Certificate of Appropriateness must first be issued by the Historic Preservation Board.

Exterior changes that will minimally impact the appearance of a structure, such as re-roofing, fences and gates, awnings, signs, and repair with matching materials, can be expedited by the Minor Review Committee of the Board in 10 to 15 days.

Major modifications that significantly impact a property in the district, such as alterations, additions, new construction, relocation, and demolition, require a hearing of the Board for approval. Expect approximately seven weeks from application to closing date until the Certificate of Appropriateness is issued.

There are exceptions to these requirements. Approval does not have to be obtained for landscaping, paint color, emergency repair that will not change the exterior design, and the alteration of patios and walkways not subject to public view. Chain-link fences are not permitted in the front yard nor within the side yard setback.

Incentives

The City has recognized the importance of offering incentives to property owners choosing to rehabilitate buildings in the Lake Eola Heights Historic District. Two preservation incentives are currently offered for contributing structures in the district—a federal tax credit for commercial properties and a [property tax exemption \(http://www.cityoforlando.net/city-planning/preservation/historic-preservation-tax-exemption-program/\)](http://www.cityoforlando.net/city-planning/preservation/historic-preservation-tax-exemption-program/).

The Federal Investment Tax Credit is available as a result of the district's inclusion on the National Register of Historic Places. This certification will allow you to qualify for the federal Investment Tax Credit for the rehabilitation of historic income-producing buildings. The credit is based on 20% of the

FACT SHEET: SHORT-TERM RENTALS



AUGUST 2021



The city's short-term rental regulations allow homeowners and visitors to share The City Beautiful while helping to protect neighbors' quality of life.

CITY CODE

See Page 2

This sheet is a summary only. Any conflict with City Code is unintentional, and code prevails in all instances. Read it at library.municode.com/fl/orlando

THE BASICS

In the City of Orlando, a short-term rental is less than 30 days. All short-term rentals must be properly registered, with fees paid.

Home Share

Partial rental, e.g., VRBO, Airbnb, Homestay

Commercial Dwelling Unit

Entire-home rental, typically for vacations or corporate stays

Bed and Breakfast

Group Housing

e.g., Hostel, dorm, boarding house

Hotel/Motel

Includes timeshares

Please note that for the protection and safety of all involved, home share rentals must be hosted by an owner or tenant who lives on-site. Only up to half the bedrooms may be rented.

Read [Ch. 58 Part 5B\(19\) - Owner-Occupied Home Sharing](#)

Register orlando.gov/homeshare

REQUIREMENTS:

LOCATION

Verify that your location is within the City of Orlando limits.

Search for your address at www.ocpaf1.org and look at "Municipality." If it says "Unincorporated," contact the Orange County Government about its short-term rental laws.

ZONING

Find your property's zoning district and view the table of allowable uses at orlando.gov/zoning. Not all uses are allowed in all categories.

Zoning for Home Share and Bed & Breakfast is listed in their respective code sections.

LEGALITY

Living spaces must be properly inspected and permitted. Do-it-yourself conversions, such as enclosure of a garage or carport, will not be allowed to rent until an inspection is finalized.

Note that creating additional bedrooms could potentially affect your property tax appraisal. Contact the [office of the Orange County Property Appraiser](#) for more information.

Ownership	Rental Space	Time Frame	Category	Required	Details
Homeowner who lives on-site	All bedrooms	1 to 29 days	NOT PERMITTED	n/a	An individual homeowner may not rent the entire home under City of Orlando home sharing law (e.g., Airbnb, VRBO).
	Entire living space	30 days or more	RESIDENTIAL RENTAL	n/a	Standard rental leases are permitted and are regulated by state and federal housing laws.
Homeowner who lives on-site	Up to half of bedrooms	1 to 29 days	HOME SHARE	Registration and annual fee (orlando.gov/homeshare)	Can also be hosted by tenant, with notarized owner permission Read: Ch. 58 Part 5B(19) - OWNER-OCCUPIED HOME SHARING
		1 day to seasonal	BED AND BREAKFAST	Business Tax Receipt (orlando.gov/permits)	Bed and Breakfast Facility: An accessory use in which a room(s) or lodging unit (or units) and "continental" breakfast service only is provided to guest clients, for lengths of stay ranging from one night to seasonal, by the owner of the principal structure living on-site. [Sec. 66.200] No more than two rooms or lodging units on any residential district building site; in non-residential districts no more than eight (8), Nine (9) or more shall be considered a hotel/motel. [Sec. 58.917] Read: Ch. 58 Part 5B(2) BED AND BREAKFAST FACILITIES
	All bedrooms except owner's	7 days or more	GROUP HOUSING	Zoning Official Letter of Determination (orlando.gov/planning) Business Tax Receipt (orlando.gov/permits)	Owner-occupied, rooms are rented for one week or more, contains kitchen facilities. Includes college dormitories, boarding houses, hostels, and group homes where direct care or supervision is not provided. [Sec. 58.540] Read: Ch. 58 Part 3F - CONGREGATE LIVING FACILITIES
Business owner	All bedrooms / entire living space	1 to 7 days	MOTEL/HOTEL	Business Tax Receipt (orlando.gov/permits)	Motel: An establishment consisting of a group of attached or detached lodging units having bathrooms and designed primarily for transient automobile tourists. A motel generally provides automobile parking facilities convenient to the lodging rooms and may or may not furnish customary hotel services such as restaurants, dining rooms, meeting rooms, bars and similar uses. This term includes timeshare facilities, condotels, and any group housing occupied by or intended for occupancy by over 52 people. [Sec. 66.200]
		7 to 29 days	COMMERCIAL DWELLING UNIT	Business Tax Receipt (orlando.gov/permits)	Dwelling Unit, Commercial: A room or rooms connected together and constituting a separate, independent unit, for an occupancy period of no less than seven (7) consecutive days and no more than twenty-nine (29) consecutive days, and containing independent cooking and sleeping facilities. Any unit occupied for less than 7 consecutive days shall be classified as a motel. [Sec. 66.200]



ALAN FRENKEL
AUCTION & REALTY, LLC

**REAL ESTATE PURCHASE
AND SALE CONTRACT**

Alan Frenkel
Auction & Realty, LLC.

Licensed Real Estate Broker
412 Raehn St., Orlando, FL 32806
888.416.5607 FL#AB3436-AU1522

THIS PURCHASE AND SALE CONTRACT, made and entered into this 27th day of March, 2025,
by and between

Paul Bonnewitz, Personal Representative of the Van Rolfe Bonnewitz Estate
NAME(S) ADDRESS PHONE
hereinafter referred to as "Seller" and

NAME ADDRESS PHONE

or their assigns, however no party shall be released from liability under this contract hereinafter referred to as "Buyer". (Any assignments may result in additional costs.)

WITNESSETH:

That Seller agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Orange County, State of Florida together with all improvements thereon, more particularly described as follows:

A home located at 803 E. Harwood St., Orlando, FL 32803 and further identified by PID# 25-22-29-5880-02190 in the Orange County Property Appraiser's office and being the same property recorded in Deed Book No. 2925 Page No. 379 at the County Clerk's Office in Orange County, FL

The Buyer agrees to pay therefore the sum of: \$ _____ bid price, plus the 10% Auction Fee of \$ _____, which together equal the full contract price of \$ _____, therefore:

\$ _____, full contract price to be paid as follows:

\$ _____, 20% Cash, the receipt of which is hereby acknowledged, and which is deposited in Alan Frenkel Auction & Realty, LLC. Escrow Account and,

\$ _____

\$ _____

\$ _____, Balance shall be due and payable in full on or before the announced **CLOSING DATE**, which

CLOSING DATE, shall be on or before 4/25/2025, unless extended by other provisions of this Contract.

Possession of the subject real estate shall occur simultaneously with closing if all funds have cleared, and otherwise upon clearance of all funds.

All payments hereunder shall be made in cash, cashier's check, or wire transfer of funds.

Seller agrees to pay all taxes due and payable through December 31st, 2024.

Buyer agrees to pay all taxes from January 1st, 2025 and thereafter.

The following prorations shall be made at Closing as of the Closing Date NA.

PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in escrow by Alan Frenkel Auction & Realty, LLC. (Escrow Agent) until the Escrow Agent is satisfied that all other terms and conditions of this Contract are satisfied.

ESCROW: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. In the alternative, Escrow Agent shall have the right, but not the obligation, in Escrow Agent's sole discretion, to transfer any or all funds held in escrow to a closing agent agreed upon by Buyer and Seller. In the event of such a transfer, Escrow Agent shall be relieved of all further liability with respect to the transferred funds, and all funds not yet paid or deposited as required by this Contract shall thereafter be paid to and deposited with said closing agent. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may, in Escrow Agent's sole discretion, interplead the subject matter of the escrow, or pursuant to order of Court deposit same, with the Clerk of the Circuit Court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer(s) and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover all attorney's fees and costs incurred by Escrow Agent with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Both Seller and Buyer agree that Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Alan Frenkel Auction & Realty, LLC., its agents, independent contractors, officers, directors and employees will not be held liable to either or both Seller and Buyer for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof. The Auctioneer shall also receive accrued interest on any escrowed funds held by the Auctioneer.

Sellers Initial

Sellers Initial

FAILURE OF PERFORMANCE: 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, Seller, and Alan Frenkel Auction & Realty, LLC. 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 Seller elects to retain the deposits paid by Buyer such sums shall be disbursed to Seller and Alan Frenkel Auction & Realty, LLC, in accordance with their Auction Agreement. In addition, in the event of Buyer's failure of performance as described above, Buyer shall pay to Alan Frenkel Auction & Realty, LLC., the Buyer's Premium, which amount due from Buyer may be reduced by any amount received by Alan Frenkel Auction & Realty, LLC., Inc. from any forfeited deposit(s) pursuant to this Contract and received by Alan Frenkel Auction & Realty, LLC pursuant to this Contract and the aforesaid Auction Agreement. 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, as Buyer's sole and mutually exclusive remedies, may either seek specific performance or elect to receive the return of Buyer's deposit(s). Buyer(s) hereby waives any action for damages resulting from Seller's breach.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this auction is pursuant to an order of the courts having jurisdiction in the transfer to the subject real estate, in which instance title shall be conveyed in accordance with such order.

OTHER AGREEMENTS: This Contract specifically incorporates by reference all language in the Opening Announcements of the Auction, whether verbal or in writing, made at the auction of the Real Property and in any and all prior agreements made between Buyer and Seller's agent, Alan Frenkel Auction & Realty, LLC., including, but not limited to, the Real Estate Auction Registration for Real Estate and Bid Acknowledgment. Notwithstanding the foregoing, any and each agreement executed prior to this Contract by Buyer and Alan Frenkel Auction & Realty, LLC., shall not be deemed merged into this Contract, though the terms therein shall be deemed fully incorporated herein, but shall remain enforceable in their own right, individually and collectively. As between Buyer(s) and Seller, no other prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

TITLE MATTERS: The property is sold subject to any easements, restrictions, limitations, rights of way, planning and zoning regulations, and other matters of record not affecting the marketability of the Property. If the Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, prior to the Closing Date, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

RISK OF LOSS: The Seller shall deliver the subject real estate to the Buyer in the same condition as found date of auction. In the event the subject property is destroyed or significantly damaged by fire or other casualty, Seller or Buyer may cancel this transaction. Buyer shall receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. Seller or Buyer may cancel this transaction upon providing written notice to the other party within seven business days of the occurrence of the fire or other casualty or by the scheduled closing date, if earlier.

CAPACITY: All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

PROPERTY TAX DISCLOSURE SUMMARY: 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.

INDEMNIFICATION: The Buyer and Seller, jointly and severally, and their respective agents, employees or any other parties acting on their behalves, specifically agree to INDEMNIFY AND HOLD HARMLESS Alan Frenkel Auction & Realty, LLC, its officers, directors and employees, for any injuries or damages arising under or pursuant to this Purchase and Sale Contract.

JURISDICTION AND VENUE: The undersigned(s) hereby agree that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consent to the jurisdiction of such court in any suit, action or proceeding and waive any objection which they may have to the laying of venue of any such suit, action or proceeding in such courts. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

ATTORNEYS FEES: In the event any party is required to take any action to enforce the terms of this Contract, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs. Reasonable attorney's fees shall include those fees incurred (a) before, during and after litigation, including those incurred in attempting collection without litigation, (b) in litigating in all trial and appellate levels, (c) in any bankruptcy proceeding and (d) in any post-judgment proceeding.

WAIVER OF RIGHT TO A JURY TRIAL: ALL PARTIES HERETO HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS CONTRACT.

If the sale of the subject real estate is by auction, we hereby certify that we agree and acknowledge that it is subject to all restrictions and announcements made at the opening of the auction, whether verbal or in writing. We further certify that we have examined the property described hereinabove; that we are thoroughly acquainted with its conditions and accept it as such. Buyer(s) shall accept this real estate on an "AS IS" basis with no warranties expressed or implied. All closing costs, i.e. documentary stamps, title insurance, mortgage costs (if applicable) and any other costs associated with the transfer of deed shall be at the expense of the buyer(s).

BUYER AND SELLER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING


Signed by: _____
Signed by: _____
Signed by: _____
Signed by: _____


PROVIDED FROM SELLER'S ESTATE FILES AS A REFERENCE. THE INFORMATION IS SUBJECT TO BUYER INSPECTION FOR ACCURACY


Home Evaluation Worksheet


To help you prepare for the Marshall & Swift valuator survey, here are some tips on the kind of information you will need.


What year was your home built? 1925
 Your home's style (choose the one or combination that best describes your home):



 Ranch



 Bi-Level
 Raised Ranch
 2-Level



 Tri-Level
 Split-Level
 Back-Split


 Contemporary


 Cape Cod


 Colonial


 Victorian

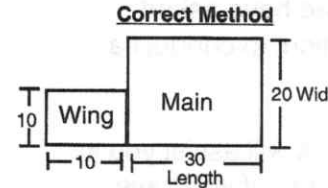

 Townhouse

Determining the dimensions of your home.
 When measuring your home, DO NOT include the dimensions of attached garages, basements or unfinished attics.
 To calculate TOTAL LIVING AREA:
 Total Living Area = Length x Width x Number of Stories

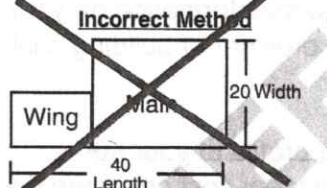
Example:

Main	=	30' x 20' x 1 story	=	600 square feet
Wing	=	10' x 10' x 1 story	=	100 square feet
Total Living Area			=	700 square feet

Correct Method



Incorrect Method



Please provide the dimensions and total living area of your home in the boxes below.





Please Note:
 Because your home may be an irregular shape, a simple length x width may not apply. If that is so, provide the Total Living Area along with the number of stories.

	Main	Wing
Length		
x		
Width:		
x		
Number of Stories	2	
=		
Total Living Area	3037	

Please select the materials that BEST describe those found in your home. Indicate the materials as percentages in increments of 5% (e.g. 5%, 10%, 15%, etc.). If your home contains material not found on the list, please describe it under Other. Your selections should total 100% in each category.

<p>Exterior Walls</p> Wood Siding % <u>100</u> Vinyl Siding % _____ Aluminum Siding % _____ Brick Veneer % _____ Wood Shakes % _____ Other (please describe): _____ % _____ TOTAL = 100%	<p>Interior Walls</p> Drywall % <u>5</u> Plaster % <u>95</u> Studs Only % _____ TOTAL = 100% <p>Roof Cover</p> Composition % <u>100</u> Wood Shakes % _____ Wood Shingle % _____ Other (please describe): _____ % _____ TOTAL = 100%	<p>Wall Finishes</p> Paint % <u>100</u> Paneling % _____ Wallpaper % _____ Brick % _____ Other (please describe): _____ % _____ TOTAL = 100%	<p>Floor Finishes</p> Hardwood % _____ W-to-W Carpet % <u>90</u> W-to-W over H-wood % _____ Vinyl % <u>10</u> Other (please describe): _____ % _____ TOTAL = 100% <p>Ceilings</p> Drywall % <u>5</u> Plaster % <u>95</u> Acoustic Tile % _____ Wood % _____ TOTAL = 100%
--	---	---	---

Do you have:

<input type="checkbox"/> An Attached Garage		<input type="checkbox"/> A Built-In Garage		<input type="checkbox"/> A Basement Garage		<input checked="" type="checkbox"/> An Attached Carport	
---	---	--	---	--	---	---	---

None

How many cars can be parked in the garage or carport? One Car Two Cars Three Cars

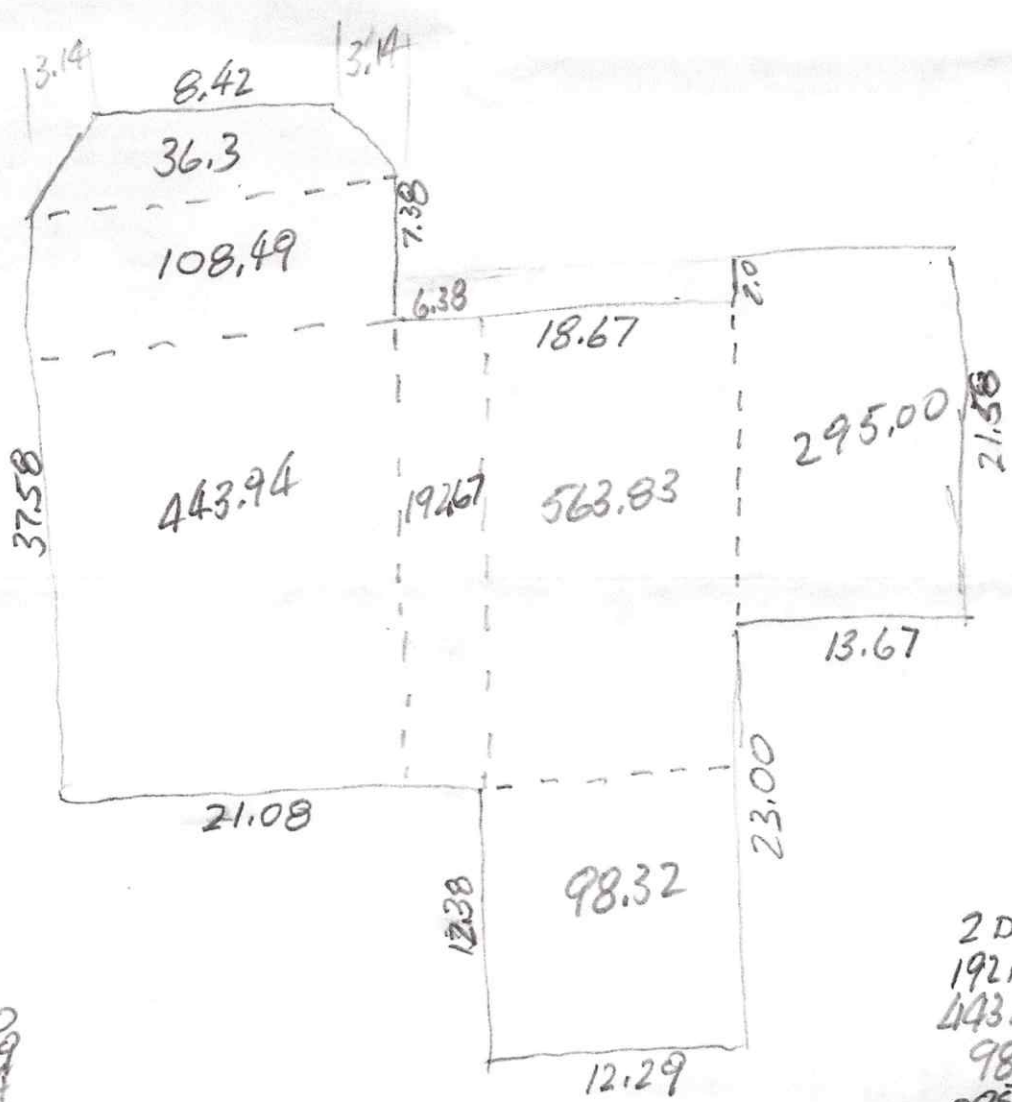
Do you have: A Basement No Basement

What percentage of your first floor has a basement under it? 25 %

What percentage of your basement is finished? 0 %

Do you have:

An Attached Wood Deck (approx. sq. ft. _____)	<input type="checkbox"/> Enclosed	<input type="checkbox"/> Open
A Breezeway (approx. sq. ft. _____)	<input type="checkbox"/> Enclosed	<input type="checkbox"/> Open
A Porch (approx. sq. ft. <u>138</u>)	<input type="checkbox"/> Enclosed	<input type="checkbox"/> Open



1st
 36.30
 108.49
 443.94
 192.67
 98.32
 563.83

 1443.55

3037.31

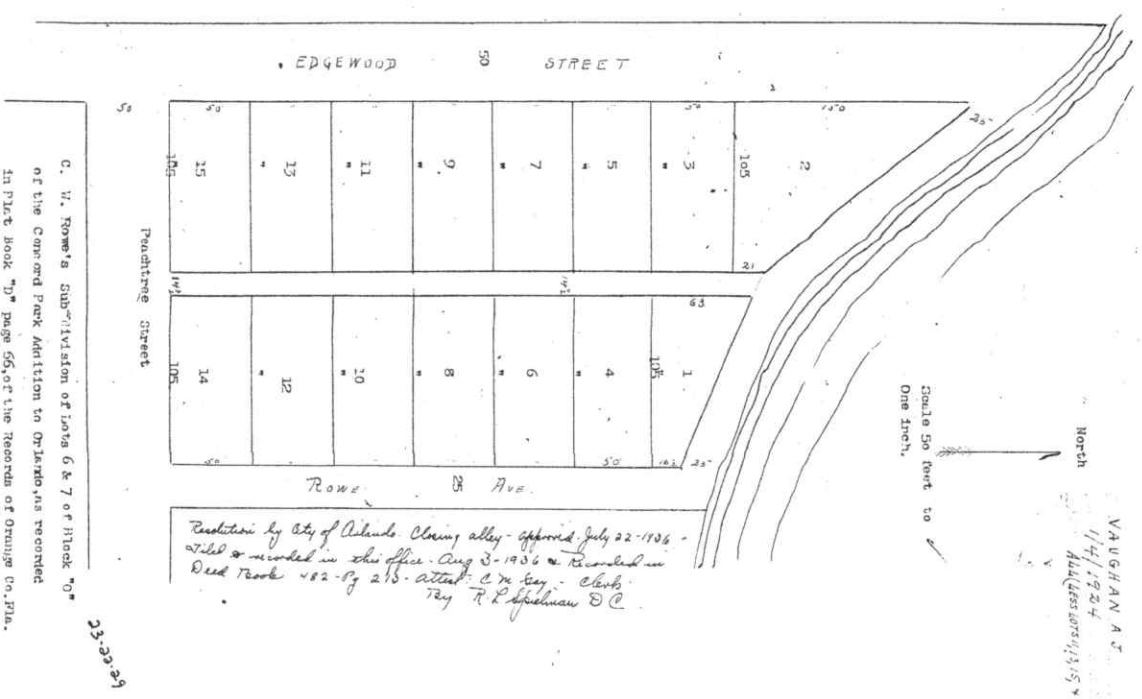
2D
 192.67
 443.94
 98.32
 295.00
 563.83

 1593.76

202
 63

101	50.5	50.5	50.5	50.5	50.5	50.5	50.5	50.5	50.5	50.5	50.5	50.5
709	713	719	725	731	737	743	749	755	761	767	773	779
E HARWOOD ST												
700	704	714	724	734	744	754	764	774	784	794	804	814
52	50	50	50	50	50	25	25	50	50	50	50	53
1	2	3	4	5	6	7	8	9	10	11	12	60
374	410	420	430	440	450	460	470	480	490	500	510	520

VAUGHAN A. J.
1/17/1924
Add'l (see survey 13/15 & 16 by attorney)



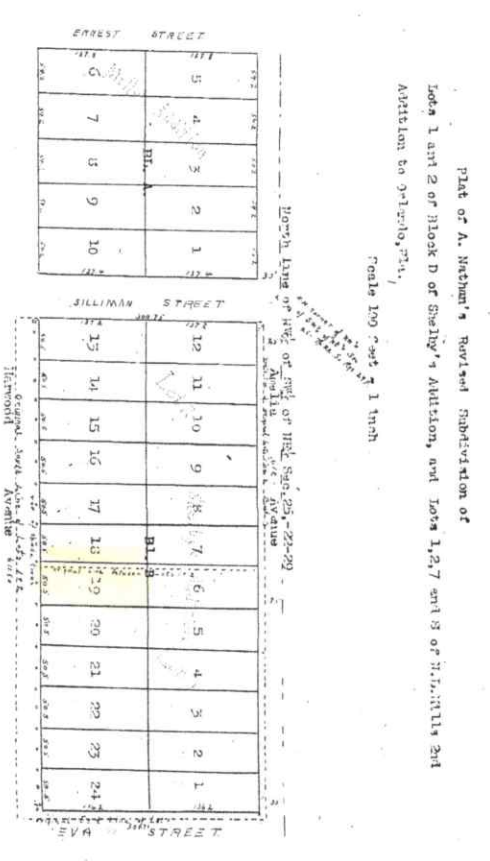
C. W. Rowe's Sub-Division of Lots 6 & 7 of Block "O" of the Concord Park Addition to Orange as recorded in Plat Book "D" page 56, of the Records of Orange Co., Fla. Surveyed Jan. 1912 by W. P. Miller, Surveyor.

State of Florida, County of Orange.
I, C. W. Rowe, the owner hereby certify that all the land included in the above sub-division and shown on this map or plat belongs to me.
Subscribed and sworn to before me this 15th day of April A.D. 1914.
C. W. Rowe

(Notarial seal)
Notary Public, State of Florida at Large,
State of Florida, County of Orange.
I, W. P. Miller, Surveyor hereby certify that I made the foregoing plat of C. W. Rowe's Sub-Division, and that the said survey and said map or plat are correct.

Subscribed and sworn to before me this 15th day of April A.D. 1914.
W. P. Miller
Surveyor

SEE KULE SUBDIVISION PLAT BK 31 PG 24 REPERTING A PART OF OF PLAT



Plat of A. Nathan's Revised Sub-Division of Lots 1 and 2 of Block D of Seely's Addition, and Lots 1, 2, 7 and 8 of H. L. Hill's 2nd Addition to 3-1-1910, 2nd.
Scale 100 feet to 1 inch

Seely's Addition recorded in Book C page 72.
Hill's 2nd Addition recorded in Plat Book A page 115.

I do hereby certify that this is a correct subdivision of the above two lots of land.
Acknowledged and returned before me this 20th day of 1914.
T. O. Miller, Notary Public

State of Florida, County of Orange.
A. Nathan Nathan and Catherine Nathan his wife being duly sworn say they are the owners of the land described in this plat.
From to before me this 15th day of April, 1914.
H. A. Howard
Notary Public (Notarial seal)
Com. exp. 12/13/14

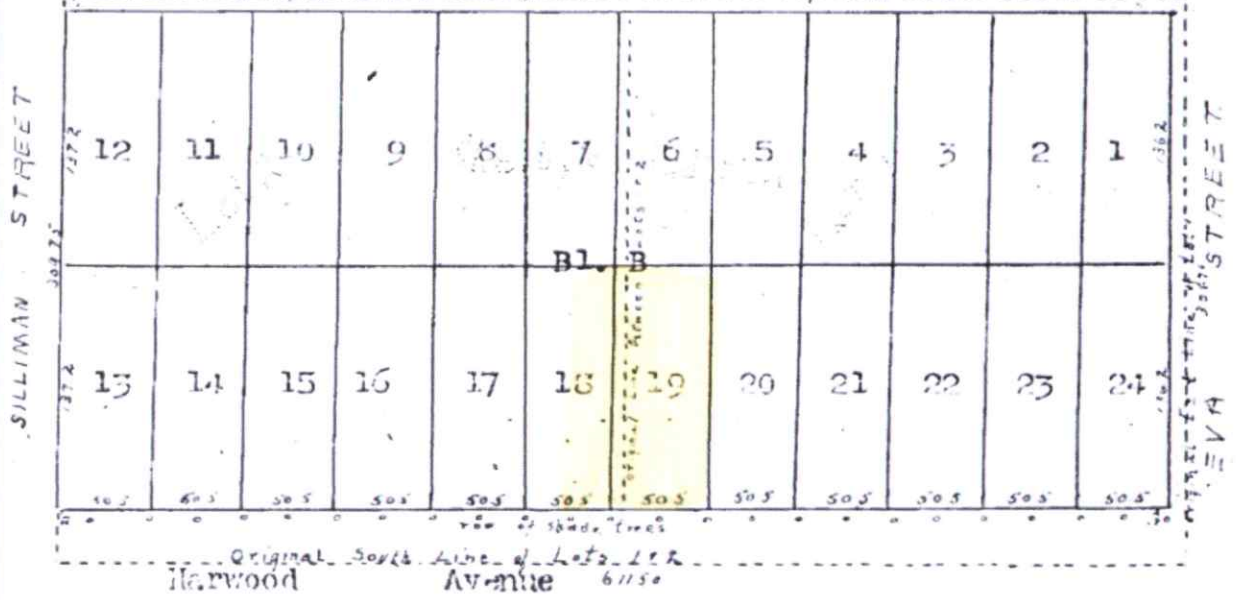
Filed and recorded May 1, 1914.
Notary Public

an's Revised Subdivision of

Shelby's Addition, and Lots 1, 2, 7 and 8 of N.L. Hills 2nd

100 Feet = 1 inch

of NW 1/4 of NW 1/4 of NE 1/4 Sec. 25, -22-29
Apelia Avenue



page 72.

Book A page 1-13.

correct sub-division of the above two lots of land.

J. O. Fries, Co. Surveyor

Feb. 2, 1914.

B. H. Robinson, Clerk C.C.C.

By M. A. Howard, J. C.



FLOOR 1



FLOOR 2

RADON GAS DISCLOSURE

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 guide lines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Buyer

Date

Buyer

Date

DOCUMENT
1978 1279584

1279584 ORANGE
AUG 24 1 53 PM '78

THIS INSTRUMENT WAS PREPARED
INCIDENTAL TO THE WRITING OF A
TITLE INSURANCE POLICY
BY: JAMES D. DOLAN, PRES. OF
DOLAN TITLE & GUARANTY CORPORATION
605 E. ROBINSON, ORLANDO, FLORIDA

Warranty Deed

C.R. 2925 PG 379
(STATUTORY FORM - SECTION 689.02 F.S.)

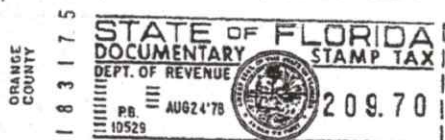
This Indenture, Made this 22nd day of August 1978, Between *405 JDL*
CHARLES E. O'DELL and GRACE M. O'DELL, his wife
of the County of Orange, State of Florida, grantor*, and
VAN R. BONNEWITZ and PHILOMENA BONNEWITZ, his wife, as an estate by
entireties with rights of survivorship
whose post office address is 803 E. Harwood Street, Orlando, Florida
of the County of Orange, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of
TEN AND NO/100THS (\$10.00) Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Orange County, Florida, to-wit:

209.70 Lots 19 and 18 less the West 25.5 feet, NATHANS REVISED
77.00 ADDITION, according to the plat thereof as recorded in
Plat Book F, Page 81, of the Public Records of Orange
County, Florida.

Subject to taxes for the year 1978 and subsequent years.

Subject to easements and restrictive covenants of record,
but this reference to restrictive covenants shall not
operate to reimpose the same.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Kanda G. Johnson

Charles E. O'Dell (Seal)
CHARLES E. O'DELL

James M. O'Dell

Grace M. O'Dell (Seal)
GRACE M. O'DELL (Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared

CHARLES E. O'DELL and GRACE M. O'DELL, his wife
to me known to be the persons described in and who executed the foregoing instrument and acknowledged before
me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of August
1978.

My commission expires:

RECORDED & RECORD VERIFIED

James M. O'Dell
County Comptroller, Orange Co., Fla

James M. O'Dell Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 13 1981
BONDED THRU GENERAL INS. UNDERWRITERS



ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
 INDEPENDENTLY ELECTED TO SERVE YOU

2024 Paid Real Estate

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

BONNEWITZ VAN R ESTATE
 803 E HARWOOD ST
 ORLANDO, FL 32803-5704

Account Number: 196611
 Assessed Value: 258,140
 Millage Code: 8 ORL
 Parcel Number: 25-22-29-5880-02190
 Address: 803 E HARWOOD ST, ORLANDO, FL 32803
 Exemptions: Extra Homestead, Homestead

AD VALOREM TAXES					
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	258,140	25,000	233,140	3.2160	749.78
LOCAL SCHOOL	258,140	25,000	233,140	3.2480	757.24
GENERAL COUNTY	258,140	50,000	208,140	4.4347	923.04
CITY OF ORLANDO	258,140	50,000	208,140	6.6500	1,384.13
LIBRARY	258,140	50,000	208,140	0.3748	78.01
ST JOHNS RIVER WTR MGMT DIST	258,140	50,000	208,140	0.1793	37.32
				Total Millage:	18.1028
				Subtotal:	\$3,929.52
NON-AD VALOREM ASSESSMENTS					
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
5555 ORLANDO STORMWATER UTILITY	407-246-2370	202.30			
				Subtotal:	\$202.30
Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments:					\$4,131.82

Pay Online, Opt-in to E-Billing and Print your Receipt at octaxcol.com.

Payments not received by March 31st are delinquent

IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

196611
 803 E HARWOOD ST
 NATHANS REVISED SUB F/81 LOT 19
 25-22-29-5880-02190

QUICKEN LOANS

Make checks payable to:
 Scott Randolph, Tax Collector

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov 30, 2024	\$0.00

BONNEWITZ VAN R ESTATE
 803 E HARWOOD ST
 ORLANDO, FL 32803-5704

Paid By See Account Note
 Receipt # 0040-03143831 12/01/2024 \$3,966.55

PO Box 545100
 Orlando FL 32854-5100



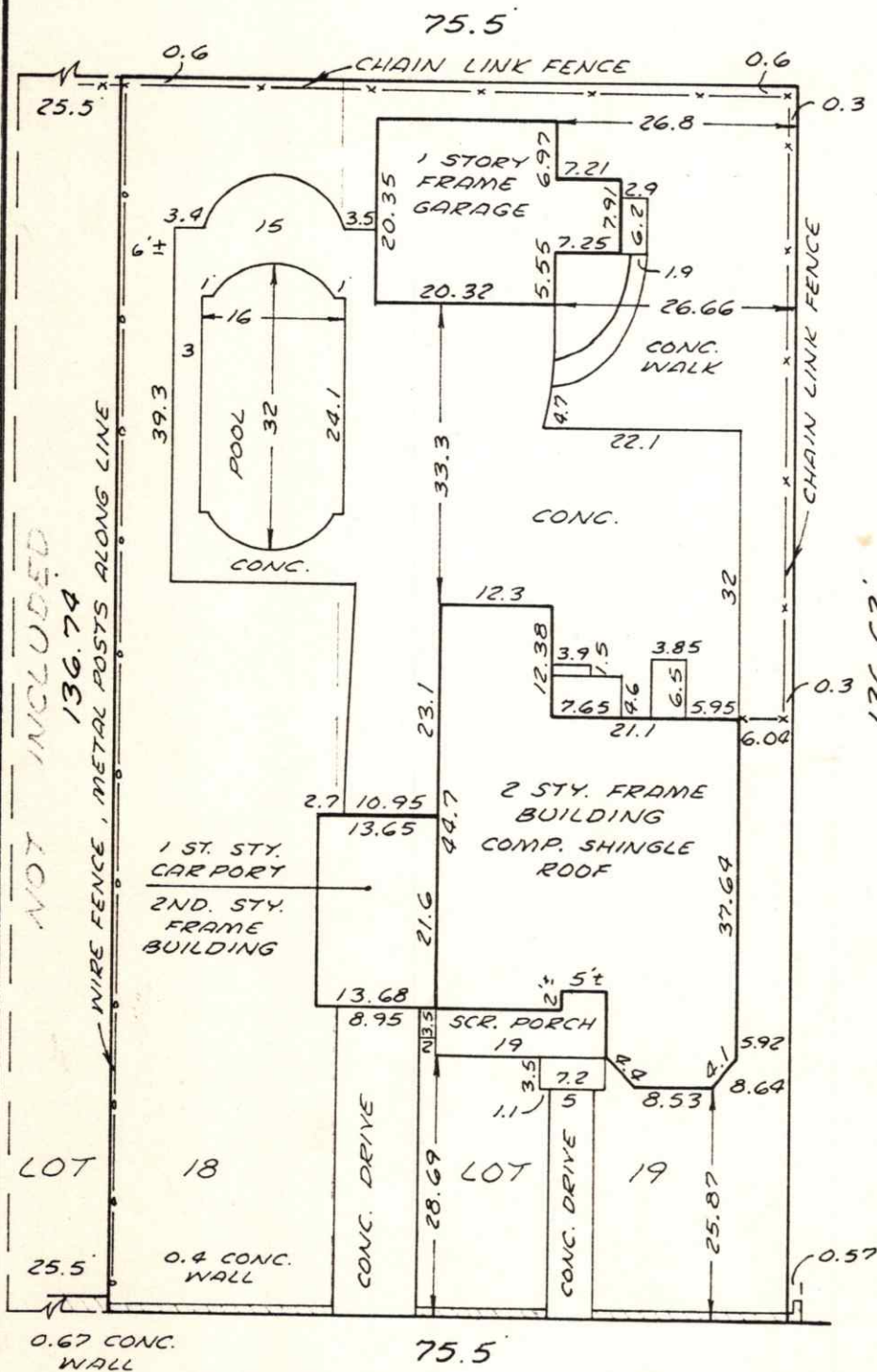
2024 Paid Real Estate

PLAT OF SURVEY

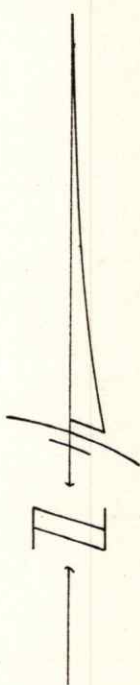
VAN R. BONNEWITZ

DESCRIPTION

LOT 19 AND LOT 18 (LESS THE WEST 25.5 FT.), BLOCK "B", A. NATHAN'S REVISED SUBDIVISION, AS RECORDED IN PLAT BOOK "F", PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



NOT INCLUDED
136.74
WIRE FENCE, METAL POSTS ALONG LINE



8 · DOLAN
2 · SUN

1600 EAST ROBINSON STREET · ORLANDO, FLORIDA 32803

Tinklepaugh
SURVEYING SERVICES INC.

FIELD BY: BECKER (LOC.) DATE: 8-16-78
 FIELD BY: F.A. Prew DATE: 8-16-78
 CERTIFIED CORRECT · SCALE: 1" = 20'
 Reg. Cert. No. 1394

#803
E · HARWOOD STREET

68-103-A

Bid Number: _____

Bid Acknowledgement And Receipt for Deposit

Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Business Phone #: _____

Home Phone #: _____

=====

The undersigned (hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:

AUCTION PROPERTY #: 803 E. Harwood St, Orlando, FL, of the Bonnewitz Estate Auction, conducted by
ALAN FRENKEL AUCTION & REALTY, LLC. (the Auctioneer) on March 27th, 2025.

Parcel Number: _____ Bid Price-----\$ _____

10% Auction Fee-----\$ _____

Total Contract Price-----\$ _____

Cash or Cashier's Check Tendered-----\$ _____

=====

Conditions

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's opening announcements. The Terms and Conditions of the said Purchase and Sale Contract are incorporated herein by reference, notwithstanding the separate execution of the Purchase and Sale Contract by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt for Deposit by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt of Deposit by the Buyer shall constitute an offer and acceptance of the said Purchase and Sale Contract.
2. Statements made by personnel of Alan Frenkel Auction & Realty, LLC and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be reliable, however, Alan Frenkel Auction Realty, LLC, has not made any independent determination to confirm the accuracy of such information. As such, no warranties or representations, express or implied, are made as to the accuracy of any such statements or information.
3. Buyer acknowledges that he or she has been given the opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Alan Frenkel Auction & Realty, LLC. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
5. Whether such bid is accepted is subject to whether or not the sale is advertised as with reserve or without reserve.
6. The term "AS IS-WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties, regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
7. This Agreement is binding upon the parties hereto and their heirs, successors and assigns.
8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and Buyer hereby consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which Buyer may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledges and agree that this Bid Acknowledgment and all transactions contemplated by this Bid Acknowledgment shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of laws.
9. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auction items from the premises. Further, the undersigned expressly RELEASES Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in connection with the negligence or fault of others. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.
10. The undersigned, in his or her individual capacity, personally GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract through no fault of the Seller, Auctioneer shall be entitled to receive and recover from Buyer the difference between the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.
11. Auctioneer is authorized to execute and record a Memorandum of Sale memorializing in the public record the existence of the aforementioned Purchase and Sale Contract between the Seller and the Buyer.
12. In the event that Auctioneer or Seller are required to take any actions to enforce the terms of this Bid Acknowledgment, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorney's fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigation, and in litigating in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
13. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGMENT OR THE AUCTION ITSELF.
14. All parties signing this Bid Acknowledgment in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
15. It is further acknowledged by Buyer that this Bid Acknowledgment has been read and understood by the Buyer before signing it and that Buyer understands and consents to its contents.

Signature _____ Individually and as _____ (Title) _____

Print Name _____ Of (Business Name) _____



ALAN FRENKEL
AUCTION & REALTY LLC

AUCTION

BACK UP BUYER

REQUEST FORM

In the event any of the following properties do not close, please contact me immediately.

Bidder No. _____ Amount of Bid _____

Property 803 E Harwood St, Orlando, FL 32803 _____

Name _____

Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Work _____

Signature _____

412 Raenn Street • Orlando, Florida 32806 • Tel: 321.710.3494 • Toll Free: 888.416.5607
www.AlanFrenkel.com • FL # AB3436AU1522 • Alan@AlanFrenkel.com

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS

Auction Registration for Real Estate

Alan Frenkel Auction & Realty, LLC
412 Raehn Street
Orlando, FL 32806
888.416.5607-FL#AB3436AU1522

Bid #: _____ License #: _____

Name: _____ Company Name: _____

Address: _____ City: _____ FL: _____ Zip: _____

Business Phone #: _____ Home Phone #: _____

How did you hear about this auction? _____

Email Address for upcoming auctions: _____

Terms and Conditions of Sale

1. Everything is Sold "AS IS, WHERE IS". "AS IS WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Seller only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A NON-NEGOTIABLE 10% AUCTION FEE, ADDED TO BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such courts. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by the Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.
4. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auctions items from the premises. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer, and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer and/or Seller arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.
5. The undersigned, in his or her individual capacity, PERSONALLY GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract, through the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigations, and in litigating all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. THE UNDERSIGNED DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction Registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. The undersigned hereby acknowledges that the subject property being purchased at auction is being sold strictly on a subject to buyer's inspection which has occurred prior to entering this contract and the buyer hereby acknowledges complete familiarity with the subject property including any faults or deficiencies.
10. It is further acknowledged by the undersigned that this Auction Registration has been read and understood by the undersigned before signing it and that the undersigned understands and consents to its contents.

Signature

Individually and as

(Title)

Print Name

Of (Business Name)

LEAD PAINT DISCLOSURE

POTENTIAL BUYER'S ARE HERBY NOTIFIED THAT THEY HAVE A 10 DAY PERIOD PRIOR TO THE AUCTION TO CONDUCT A LEAD-BASED PAINT TEST OR OTHERWISE CONDUCT DUE DILIGENCE

PROPERTY ADDRESS:

This disclosure is part of the Real Estate Purchase and Sale Contract regarding the property which is identified above. This disclosure includes important information on the reverse side concerning lead-paint poisoning and the danger of lead poisoning.

The property identified above may contain lead-paint which is poisonous if eaten. Cracking, sealing, chipping or peeling paint on any interior or exterior surface may be especially hazardous. In light of the hazards of lead-paint poisoning, prospective purchasers should carefully read this addendum including the information on the reverse side, retain a copy of this disclosure and view all interior and exterior painted surfaces prior to purchasing the property. The signed original of the disclosure will accompany the offer to purchase the property.

ACKNOWLEDGEMENT

I have received a copy of this notice including the reverse side which contains important information on lead-paint poisoning. I will accept the property "AS-IS" and I acknowledge my understanding of the danger of lead poisoning.

Date

Date

Buyer's Signature

Salesperson's Signature

Date

Date

Buyer's Signature

Broker's Signature

Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act(15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment. Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the
National Auctioneers Association,
8880 Ballentine,
Overland Park, Kansas 66214
in cooperation with the United States Department of Justice