

## LOT 76 BIDDING INFORMATION

**South Winds Mobile Homeowners Association, Inc.** is accepting bids for the purchase of vacant lot 76, which will accommodate a 24' x 48' new manufactured home with a 12' driveway. SMHP is an over 55 community, therefore, purchaser must be age 55 or older. In addition, SMHP has a no dog policy which should be considered before submitting a bid. Everyone interested in submitting a bid should read the By-Laws and Rules and Regulations posted on the association's website at [www.SouthWindshomepark.com](http://www.SouthWindshomepark.com). All bids must be submitted using the Contract posted at the same website **not later than 3 p.m. eastern standard time, Monday, February 12, 2024**. Bids must be mailed to South Winds Attn: Jim Crews, 6103 South Tamiami Trail, Sarasota, FL 34231-4030 in time to arrive by the February 12, 2024, deadline. Bids can also be hand delivered to the office Monday through Friday between 9 a.m. and 3 p.m. and placed in the locked box in the office. A down payment of \$15,000 is required within 24 hours notification to the winning bidder. Recommend a \$15,000 check payable to South Winds be mailed with the contract unless you prefer to wire transfer the \$15,000 to J. Kevin Drake, P A within one day of being notified as the winning bidder. Only the check from the winning bidder will be cashed. All other checks will be voided and not cashed. The closing of Lot 76 will take place within three weeks following the closing of the bidding process. The bid contract will serve as the official contract to close the sale of vacant lot 76. In addition to your accepted bid offer there will be approximately a 2.5% closing fee. Maintenance fees of \$175 per month will begin the month after closing. Questions concerning this bidding process can be submitted to jimcrews61@yahoo.com.

All bidding is open to the public without regard to race, color, sex, religion, familial status, handicap, or national origin. Only bids submitted on the approved form of contract will be considered. All bids must be submitted via hand delivery or overnight mail at the South Winds office by the close of bidding. South Winds may, in its sole discretion, extend the period for accepting bids and may permit the submittal of revised bids. All bidding and the purchase of the leasehold interest and the mobile home (if applicable) is subject to the terms of the contract submitted and accepted, the rules of the of the association and the underlying lease. The Auction is "with reserve." South Winds also reserves the right to accept or reject any bid, in its sole discretion including, without limitation, the "highest" or "best" bid. Furthermore, South Winds, without incurring any liability whatsoever, reserves the right to cancel or postpone the Auction, or withdraw the property from the market, before or during the Auction in its sole discretion and for any reason whatsoever including, without limitation, that the bids received were not satisfactory. By participating in the Auction, each bidder represents, warrants, and covenants that any bid it makes constitutes an irrevocable offer to acquire the leasehold for the full amount of the bid on the terms contained in the contract. In the event of a dispute between bidders, or in the event of doubt on the part of South Winds as to the validity of any bid, South Winds will have the final discretion to determine the successful bidder, cancel the Auction, or to re-offer the subject Property for sale or auction. If any dispute arises during or following the close of the Auction, the determination of South Winds shall be conclusive. South Winds reserves the right to

change any terms of the Auction, the Auction method, or the particular conditions of the Auction.

This is a cash transaction with no contingencies, including without limitation, a contingency for financing or inspections.

Title to the Property will be free and clear of all liens, except as set forth in the contract, and the seller will convey good and marketable leasehold title, in accordance with the contract.

In addition to the bid amount, the successful bidder will have additional expenses including the proration of real estate taxes and approximately 2.5% closing fee. South Winds shall pay the cost of documentary stamp taxes on the assignment of lease; recording the assignment of lease the title examination and the cost of an owner's title insurance policy issued to the buyer in the amount of the purchase price. Additional services or costs incurred by or on behalf of the buyer shall be paid for by the buyer. The closing shall occur through the office of counsel for South Winds, J. Kevin Drake, PA.

It is the bidder's sole responsibility to perform any inspections the bidder deems pertinent to the purchase of the property and to be satisfied as to the condition of the property and the terms of the leasehold prior to the bidding. The interest in the property, both as to the leasehold and to any personal property, are being assigned in their existing "AS-IS, WHERE-IS WITH ALL FAULTS" condition, with no express or implied guaranties or warranties whatsoever. Personal on-site inspection of the property is strongly recommended and bidders are advised to independently verify all information they deem important.

Neither South Winds, nor any of its officers, directors, employees, or representatives is a licensed real estate broker. South Winds is acting only on its behalf in the sale of the property. In the event the bidder engages a real estate broker or salesperson to act in connection with the transaction, that broker and/or salesperson shall be compensated by the bidder. South Winds shall not have any liability or obligation with regard thereto.