



12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772
www.ewaldauctions.com



Ewald Enterprises, Inc.

Lic. Real Estate Broker • AB2473/AU1340

Estate AUCTION Bidder Information Package

October 11, 2008 @ 10:00a.m.
selling
Home & Contents
609 Still Street, Kissimmee, Florida



609 Still Street, Kissimmee, Florida:
2 bedroom / 1 bath 1,570 sq ft CBS home on oversized lot

LIVE INTERNET BIDDING AVAILABLE!
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This information was obtained from sources deemed reliable. However, no warranties or representation, express or implied is made as to the accuracy of the information contained herein.

warranties or representation

This Warranty Deed

Made this 18th day of JANUARY, A. D. 2008
by Linda K. Brown, a single woman,
hereinafter referred to as Grantor, to
Linda K. Brown a single woman and Bryan R. Casey,
a married man, with right of survivorship,
and whose post office address is:
609 Still Street, Kissimmee, Florida 34744.

hereinafter called Grantees:
(Whenever used herein the term "grantor" and grantee" include all the parties
to this instrument and the heirs, legal representatives and assigns of individuals,
and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of \$10.00 and other
good and valuable consideration, cash in hand paid, the receipt whereof is sufficient and which
is hereby acknowledged does hereby grant, bargain, sell, and otherwise convey and confirm
unto the Grantees, the following lands and property together with all improvements situated
thereon lying in the county of Osceola County, State of Florida, to wit:

**See schedule A attached hereto and by this reference made a part
hereof describing said property. Prior instrument reference, Book
1788, Page 2286, Document No. 2000149131 of the recorder of
Osceola County, Florida.**

**SUBJECT TO covenants, restrictions, easements of records and
taxes for the current year.**

Parcel Identification Number: 02-25-29-4080-0067-0060

To Have and to Hold, together with all and singular the appurtenances thereunto
belonging or in anywise appertaining and all the estate right, title, interest, lien, equity and claim
whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behalf of
the Grantees forever.

And the Grantor does hereby covenant with said Grantees that Grantor is lawfully
seized of said land in fee simple; that the Grantor has good right and lawful
authority to sell and convey said land and hereby warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is free from
all encumbrances except as known.

Taxes for tax year 2007 shall be paid by the Grantor. The property herein conveyed is a
part of the homestead of the Grantor.

In Witness Whereof, the said Grantor has signed and sealed these presents the day
and year first above written, which is the 18 day of JANUARY, 2008.

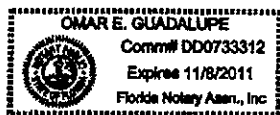
Signed, sealed and delivered in our presence:

Judy Suarez
Witness Judy Suarez
Printed Name
[Signature]
Witness [Signature]
Printed Name

Linda K. Brown
Linda K. Brown, Grantor

STATE OF FLORIDA
COUNTY OF OSCEOLA

I, a Notary Public, in and for said County and State, acknowledge that the
foregoing instrument was acknowledged before me on this the 18 day of January
2008, by **Linda K. Brown**, who is personally known to me or who has
produced B650-531-47-911-D as identification.



[Signature]
Notary Public
My Commission Expires: 11/8/2011

PREPARED BY: Bryan R. Casey
RECORD & RETURN TO:
Bryan R. Casey
609 Still Street
Kissimmee, Florida 34744

Bidder # _____ DL Lic. # _____

AUCTION REGISTRATION FORM

Ewald Enterprises, Inc.

12472 Lake Underhill Rd., Ste 312

Orlando, Florida 32828

Office (407) 275-6853

Fax (407) 275-8772

www.ewaldauctions.com



Lic. Real Estate Broker • AB2473/AU1340

E-mail: _____

NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUS. PHONE: (____) _____

HOME PHONE: (____) _____

TERMS AND CONDITIONS OF AUCTION

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 10% BUYER'S PREMIUM, ADDED TO THE 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 consent to the jurisdiction of such court in any suit, action or proceeding and waive any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration 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 law.
4. The undersigned, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any injuries or damages arising from any activities associated with the auction, including but not limited to, the removal of auction items from the premises. Further, the undersigned agrees to indemnify Auctioneer and/or Seller from any claims brought by third parties against Auctioneer arising from or out of the Auction which are in any way attributable to any acts or omissions on the part of the undersigned.
5. The undersigned, in his or her individual capacity, personally guarantees payment of the gross bid.
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 collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. BUYER 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. It is further acknowledged by Buyer that this Auction Registration has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: _____

Print Name: _____

Individually and as _____ (Title)

Of _____

(Business Name)

Bidder Number: _____
**Bid Acknowledgement
and Receipt for Deposit**

Ewald Enterprises, Inc.

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Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772
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NAME: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PHONE: () _____

The undersigned (hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:
AUCTION PROPERTY #: _____, of the BROWN ESTATE Auction, conducted by
EWALD ENTERPRISES, INC. ON October 11, 2008.
Parcel Number: _____ Bid Price: _____ \$ _____
10% Buyer's Premium - - - - - \$ _____
Total Contract Price - - - - - \$ _____
Cash or Cashier's Check Tendered - - - - - \$ _____

TERMS AND 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 remarks.
2. Statements made by personnel of EWALD ENTERPRISES, INC., and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be correct and accurate, however, Ewald Enterprises, Inc. has not made any independent determination to confirm the accuracy of such information.
3. Buyer acknowledges that he or she has been given 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 Ewald enterprises, Inc.. 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 "ABSOLUTE".
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. The 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, 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 suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Bid Acknowledgement and all transactions contemplated by this Bid Acknowledgement 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 law.
9. Buyer, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for 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, Buyer 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 convection with the negligence or fault of others. Further, Buyer agrees to indemnify 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 the Auctioneer, its officers, directors, employees or agents.
10. Buyer, in his or her individual capacity, personally guarantees payment of the gross bid.
11. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Bid Acknowledgement, 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 collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
12. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGEMENT OR THE AUCTION ITSELF.
13. All parties signing this BID ACKNOWLEDGEMENT in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
14. It is further acknowledged by Buyer that this Bid Acknowledgement has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: _____ Print Name: _____
Individually and as _____ (Title) of _____
(Business Name)

REAL ESTATE PURCHASE AND SALE CONTRACT

Ewald Enterprises, Inc.

12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772



Lt. Real Estate Broker # AB2473/HU1340

THIS PURCHASE AND SALE CONTRACT, made and entered into this 11th day of October, 2008,
By and between BRYAN CASEY

NAME	ADDRESS	PHONE
hereinafter referred to as "SELLER" and		
NAME	ADDRESS	PHONE
NAME	ADDRESS	PHONE
hereinafter referred to as "BUYER".		

WITNESSETH:
That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Osceola County, State of Florida together with all improvements thereon, more particularly described as follows:
609 Still Street, Kissimmee, Osceola County, with Parcel ID#02-25-29-4080-0067-0060 and being the same
Property recorded in Deed Book No. 3629 Page No. 890 at the County Clerk's Office in Kissimmee, Florida
The BUYER agrees to pay therefore the sum of \$ _____ bid price, plus the 10% Buyer's Premium of \$ _____ which equals the contract price of \$ _____, therefore:

\$ _____ contract price to be paid as follows:
\$ _____ cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Enterprises, Inc. escrow account and,
\$ _____
\$ _____ Purchase Money Mortgage 10 % per annum amortized over 25 years, a monthly payment of _____ (\$9.01 per \$1000 borrowed) to balloon in 3 years
\$ _____ Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before November 10, 2008, unless extended by other provisions of this contract; and possession of the subject real estate shall occur upon delivery of deed.

SELLER agrees to pay all taxes due and payable up to October 11, 2008.
BUYER agrees to pay all taxes from from October 12, 2008 and thereafter.

Proceed of Sale; Closing Procedures: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Enterprises, Inc., or other designated title company or attorney (Escrow Agent) for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to cure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

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. 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 deposit same with 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 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 reasonable attorney's fees and costs incurred 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. Parties agree the 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 Ewald Enterprises, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

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 the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the 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 Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Enterprises, Inc. in accordance with their 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 may seek specific performance or elect to receive the return of the Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

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 of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. 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.

EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

JURISDICTION: 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, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. 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 of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Enterprises, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.

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.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.

BUYER AND SELER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

(Seller)	(Date)	(Seller)	(Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
(Buyer)	(Date)	(Buyer)	(Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
_____		Ewald Enterprises, Inc.	
_____		Witness	

Patsy Heffner 407-742-4000

2007 REAL ESTATE

OSCEOLA COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessm

2501 E. IRLO BRONSON MEMORIAL HIGHWAY
KISSIMMEE, FL 34744

DUPLICATE BILL

Account Number	Escrow Cd	Assessed value	Exemptions	Taxable value
R022529-408000670060	200158	50,383	25000	25383

BROWN LINDA K
CASEY BRYAN R
609 STILL ST
KISSIMMEE, FL 34744

Escrow: Chase Home 609 STILL ST
Finance LLC (200158) 9721 MARYDIA BLK 67 BEG S 77 DEG 33 MIN
Executive Center Dr. N. Ste E 10 FT OF SW COR LOT 6, CONT
100 St. Petersburg, FL ALONG S LINE BL
33701 See Additional Legal on Tax Roll

AD VALOREM TAXES

Taxing Authority	Millage Rate	Exemption Amt	Taxable Value
CO COUNTY OF OSCEOLA	4.9820		
A MSTU - EMERGENCY MEDICAL SRVC	0.6542		
RLE OSCEOLA SCHOOL-STATE LAW	5.0520		
DIS OSCEOLA SCHOOL-LOCAL BOARD			
CAPITAL OUTLAY	2.0000		
SCHOOL DISCRETIONARY	0.7200		
F S FLA WATER MANAGEMENT DIST	0.2549		
B SFWMD EVERGLADES CONST	0.0894		
FO SFWMD OKEE	0.2797		
S SAVE OSCEOLA	0.1600		
S2 SAVE OSCEOLA DEBT	0.0574		
L COUNTY OF OSCEOLA LIBRARY	0.4154		
V SCHOOL VOTER DEBT	0.0000		

Total Millage: 14.6650

Ad Valorem Taxes: \$372.

NON-AD VALOREM ASSESSMENTS

Levying Authority	Rate
FR11 - F/R MSBU RESIDENTIAL	1.000 @ \$148.6300
HC - HOUSEHOLD CHEMICAL WASTE MSBU	1.000 @ \$4.0000
SW2 - UNIV SOLID WASTE - RESIDENTIAL	1.000 @ \$200.8900

Non-ad Valorem Assessments: \$5

COMBINED TAXES AND ASSESSMENTS: \$725.76

Patsy Heffner 407-742-4000

2007 REAL ESTATE

OSCEOLA COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessm

2501 E. IRLO BRONSON MEMORIAL HIGHWAY
KISSIMMEE, FL 34744

DUPLICATE BILL

Account Number	Escrow Cd	Assessed value	Exemptions	Taxable value
R022529-408000670060	200158	50,383	25000	25383

BROWN LINDA K

Escrow: Chase Home

609 STILL ST

CASEY BRYAN R
609 STILL ST
KISSIMMEE, FL 34744

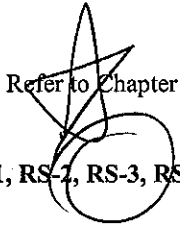
Finance LLC (200158) 9721 MARYDIA BLK 67 BEG S 77 DEG 33 MIN
Executive Center Dr. N. Ste E 10 FT OF SW COR LOT 6, CONT
100 St. Petersburg, FL ALONG S LINE BL
33701 See Additional Legal on Tax Roll

MUST PAY BY CASH, CASHIER CK,
OR MONEY ORDER

Paid 11/30/2007 Rcpt # 2322961 696.73

Landscaping

Refer to Chapter 10 of this Ordinance.



14.10 RESIDENTIAL SINGLE FAMILY (RS-1, RS-2, RS-3, RS-1A, RS-1C)

A. OBJECTIVES

In order to promote the orderly growth and development of the community, protect the value of property, improve the opportunity for housing various economic and other groups, and achieve the intent of land use regulations, this district is established to:

1. Encourage the design and development of suitable areas for select types of residential dwellings at a low density such as detached, high and medium value homes for single family use; and
2. Discourage the creation or continuation of conditions which could detract from the harmony, tranquility and appearance of residential neighborhoods, or have an adverse effect on adjacent areas.

B. PERMITTED USES

The following uses listed below are authorized in this district, when such uses comply with the requirements contained in these regulations.

1. Single family residence, including customary uses such as a garage, carport, and porch, when accessory and incidental to the principal dwelling.
2. Swimming pool, spa, recreation room, screen room, boathouse, and other customary uses, when accessory and incidental to the principal dwelling.
3. Guest home and/or quarters for domestic employees in RS-1, RS-1A and RS-1C zoning districts only, when accessory and incidental to the principal dwelling, in accordance with Conditional Use and Site Standard (C.U.S.S.) of this Ordinance and provided the lot contains a minimum area of 25,000 square feet.
4. Greenhouse or nursery for domestic plants and landscaping materials, when accessory and incidental to the principal dwelling.
5. Buildings, yards, pens and or fenced yards, when accessory and incidental to the principal dwelling, for the keeping of no more than four (4) canine. Pens shall maintain a minimum setback of ten (10) feet from any property boundary.
6. Pier, dock, or boathouse when accessory and incidental to the principal dwelling.
7. Community Residential Home A in accordance with Conditional Use and Site Standards of this Ordinance.
8. Model home and pre-construction sales office in accordance with Conditional Use and Site Standard (C.U.S.S.) of this Ordinance.
9. Storage buildings, hobby shop and tool sheds, when accessory and incidental to the principal dwelling, in accordance with Conditional Use and Site Standard (C.U.S.S.) of this Ordinance.
10. Distribution electric substations, except on property that is designated as preservation, conservation or historic preservation on the future land use map, in accordance with Section

163.3208, Florida Statutes, as amended.

11.

C. CONDITIONAL USES

The following uses may be permitted as conditional uses provided an application has been approved pursuant to Chapter 2 and Chapter 17 of this Ordinance.

1. Parks, playgrounds, libraries and similar neighborhood activities not operated for profit.
2. Substations for telephone or other utilities, and for fire fighting or law enforcement services.
3. Houses of worship, in accordance with Conditional Use and Site Standard (C.U.S.S.) of this Ordinance and customary accessory facilities such as a chapel and educational buildings for religious training.
4. Residential design manufactured home (RDMH), including customary uses such as a garage, carport, and porch, when accessory and incidental to the principal dwelling.
5. Kindergartens and child care centers for pre-school children.
6. Schools and customary accessory facilities such as cafeterias, auditoriums, gymnasiums, and ball fields.
7. Marina, golf course, country club, and customary accessory facilities such as a clubhouse, swimming pool, cabana, tennis court, maintenance buildings, and structures for golf cart storage.
8. Community Residential Home B in accordance with Conditional Use and Site Standard (C.U.S.S.) of this Ordinance.
9. Other similar uses which are reasonably implied and are consistent with the objectives of this district, based on appropriate consideration of the nature of the intended activity, the character of the proposed development, the location of the site, and its compatibility with adjacent parcels. These above determinations shall be made by the Zoning Director.

D. SPECIAL EXCEPTIONS

The following uses may be permitted as special exceptions by the Board of Adjustment provided an application has been approved pursuant to other provisions of this Ordinance.

1. Stables and barns for equine, provided the lot is a minimum of two (2) acres, and provided the density of equine per acre of property does not exceed one (1) equine per two (2) acres.
2. Home Occupations.
3. Temporary residences in accordance with Conditional Use and Site Standard (C.U.S.S.) of this Ordinance.
4. Buildings, yards, pens and or fenced yards, when accessory and incidental to the principal dwelling, for the keeping of canine exceeding the permitted maximum of four (4) canine, up to a maximum of six (6) canine. Pens shall maintain a minimum setback of ten (10) feet from any property boundary.
5. Pigeon coops, when accessory and incidental to the principal structure.

E. PROHIBITED USES

All uses not specified as a permitted use, conditional use, or a special exception, shall be prohibited. In cases where a use is not listed as a permitted use, conditional use or special exception anywhere in these regulations, the Zoning Director shall determine whether a use would be permitted, conditional or a special exception. Appeals of the Zoning Director's decision shall be as provided for according to Chapter 2.

F. DEVELOPMENT STANDARDS

Minimum Lot Area

RS-1 District	15,000 square feet
RS-1A District	15,000 square feet
RS-1C District	21,780 square feet
RS-2 District	10,000 square feet
RS-3 District	7,500 square feet

Minimum Lot Width

RS-1 District	100 feet
RS-1A District	100 feet
RS-1C District	100 feet
RS-2 District	85 feet
RS-3 District	65 feet

Maximum Building Coverage

50 percent of lot area

Maximum Building Height

2 stories

Minimum Conditioned Floor Area

RS-1 District	1,500 square feet
RS-1A District	1,200 square feet
RS-1C District	1,100 square feet
RS-2 District	1,100 square feet
RS-3 District	1,100 square feet

Ewald Enterprises, Inc.

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Orlando, Florida 32828

Office (407) 275-6853

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Lic. Real Estate Broker • AB2473/AU1340

GAL ACNR2331/AUNR2707

AUCTION BACKUP BUYER REQUEST FORM

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

Bidder No. _____ Amount of Bid: _____

Property: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Other : (____) _____

Signature: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Ewald Enterprises, Inc.

12472 Lake Underhill Rd., Ste 312

Orlando, Florida 32828

Office (407) 275-6853

Fax (407) 275-8772

www.ewaldauctions.com



Lic. Real Estate Broker • AB2473/AU1340

GAL ACNR2331/AUNR2707

RADON GAS DISCLOSURE

RADON: 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 in Florida.

Additional information regarding radon and radon testing may be obtained from the county public health unit.

Buyer

Date

Buyer

Date

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.

SAMPLE BANK LETTER OF GUARANTEE

(Bank Letterhead)

**Irrevocable Bank Letter of Guarantee
For Use with Personal or Corporate Checks**

(date)

Ewald Enterprises, Inc.
12472 Lake Underhill Road, Suite 312
Orlando, Florida 32828

Dear Sir/Madame:

This letter will serve as you notification the _____ *(bank name)* will IRREVOCABLY HONOR AND GUARANTEE payment of any check(s) written by _____ *(customer name)* up to the amount of _____ *(dollar amount of maximum bid (\$XX,XXX.XX))*. Said Guarantee is limited to checks drawn on account number _____ *(account number)*.

This Guarantee is for the purpose of our customer's purchasing real or personal property in connection with the Ewald Enterprises' auction held at _____ *(auction location)* on _____ *(date of auction)*. No stop payment will be issued.

If further information is required, please feel free to contact this office.

Sincerely,

(bank officer, title)

(telephone number where bank officer can be reached on date of auction for verification)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,

By _____.

Notary Public:

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____