

LAKEFRONT HOME ON MAGNIFICENT SCOTT LAKE, LAKELAND, FL

ESTATE

AUCTION

6 PM - THURSDAY - MAY 25TH

Property Location: 1212 Lake Point Drive, Lakeland, FL 33813

Estate of Dr. And Mrs. Frederick Floyd

*Lake
Lover's
Dream*

**5 BR / 3.5 BA Home
situated on over a half-acre
so that almost every room
has a view of the lake**

**Bid Your Price
Live or Online!**

TERMS: \$10,000 Due Day of Sale, Business or Personal Checks Accepted. Balance Due at Closing On, Or Before 30 Days, 10% Buyers Premium.

DISCLOSURE: Buvrs shall rely on their own information, iudgement, and inspection of the property and records. All announce-ments from the Auction block take precedence over any printed oradvertisd material. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. All acreages, measurement, and other figures described in this brochure are approximate and therefore not necessarily to scale. Al properties sold AS IS, WHERE IS. Not responsible for accidents or injuries. *Pre-auction offers are accepted. Subject to pre-auction sale, change or withdrawal without notice.

ESTATE AUCTION

Estate of Dr. and Mrs. Frederick Floyd
6:00 pm Thursday May 25th
SALE ON SITE AND ONLINE
1212 Lake Point Drive, Lakeland, FL 33813

LOCATION: 1212 Lake Point Drive, Lakeland, FL. 33813

DESCRIPTION: This home was lived in by Dr. and Mrs. Frederick Floyd along with their nine children. We are selling this home on behalf of the heirs. This large home is perfectly situated on magnificent Scott Lake! This lake lover's dream is deeply connected to nature, nestled amongst mature oaks and palms, and situated on over a half-acre so that almost every room has a view of the lake. The covered boat dock with screened seating area has been recently renovated and is a great place to enjoy either a sunrise or sunset. Bring your boat, jet ski or other water toys and experience this beautiful private lake!

Upon entering the gates, you walk through a walled courtyard leading to the front door. The master bedroom and suite reside on the first floor with the living room, library/den, dining room, large kitchen with island, laundry room and half bathroom. Incredible views from almost all rooms as this house is situated on a hill sloping towards the lake, opening the first floor and lower level. The kitchen, dining room and living room all with double sliding glass door to a massive, newly renovated deck looking high above the expansive backyard and lake. The library opens with its own set of double sliding glass doors to a Juliet balcony with more beautiful views.

On the lower level you will find 4 bedrooms, 3 of which have direct water views and 2 full bathrooms. In addition, there is another laundry room, wet bar and second family room with fabulous lake views that opens to a secluded brick porch and back lawn. No HOA! Come and bid your price.

** NEW ROOF 7-2022, 1 of 2 AC Units replaced 6-2022, Built 1972, 5 Bedrooms, 3.5 Bathrooms, 4,019 heated and 5,850 Total SF, 125' Frontage on Scott Lake

COUNTY: Polk

PROPERTY ID# 24-29-18-285700-000151

TAXES: 2022 \$5,841

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

UTILITIES: City Water and Private Septic (2 tanks-one of each side of house)

ZONING: R-1

FRONTAGE: 125'± lake frontage on Scott Lake

PREVIEW: 10:00am - 2:00pm Saturday May 13th
1 Hour Prior to the Auction

TERMS: \$10,000.00 deposit due day of sale. Remaining Balance due at closing on or before 30 days. 10% Buyer's Premium.

ONLINE TERMS: Earnest money deposit of \$10,000.00 due by Friday May 26th by 5:00pm via wire transfer. 10% Buyer's Premium. Remaining balance due at closing on or before 30 days. Successful bidders not executing and returning their contract immediately following the auction and wiring the earnest money deposit in the time frame stated, will be considered in default. Purchaser is responsible for all wire transfers; instructions will be sent. Bid online at Proxibid.com

TELEPHONE

BIDDING: Phone bidding available, register 24 hours prior to the auction

Information Disclaimer

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

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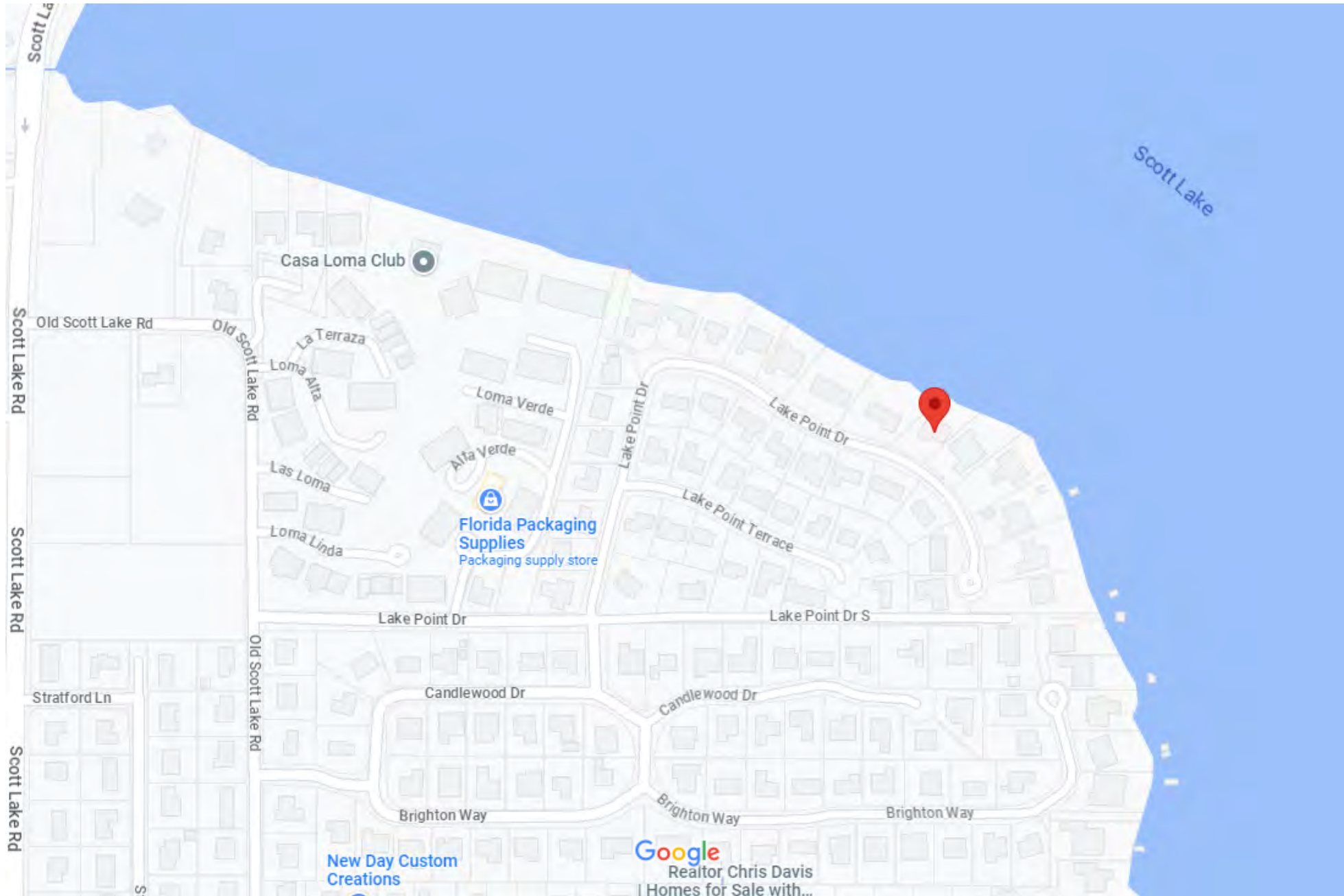
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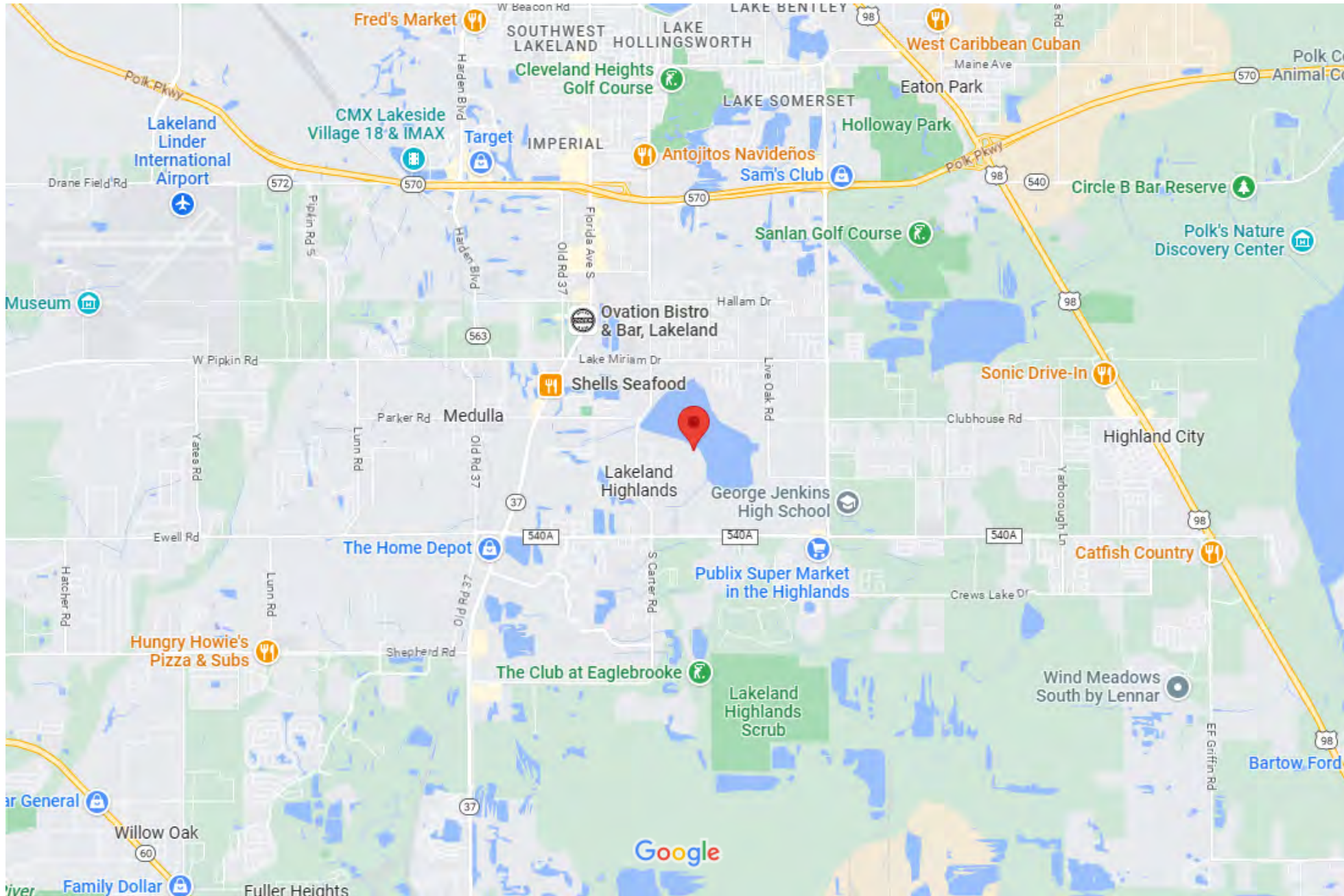
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Google Maps 1212 Lake Point Dr



Map data ©2023 200 ft

Google Maps 1212 Lake Point Dr



LAKE POINT

IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 24 EAST

P O L K C O U N T Y , F L O R I D A

SCALE: 1" = 100'

APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK

This plat approved this 22 day of September, A.D. 1967, in open meeting of the Board of County Commissioners of Polk County, Florida, subject however to the express provision that drainage of the lands platted be first approved by the County Engineer, and that the roads shall not be accepted for construction or maintenance by use of public funds unless said roads are constructed according to Polk County specifications.

BOARD OF COUNTY COMMISSIONERS

By: *John H. ...*
Chairman

Attest: *Paul ...*
Clerk



STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby approved by the Polk County Engineering Department this 22 day of September, A.D. 1967:

By: *... ..*
County Engineer

DESCRIPTION:

That part of Section 18, Township 29 South, Range 24 East, described as follows: Commence at the southwest corner of said Section 18 and run easterly along the northerly boundary of said Section 18 a distance of 2647.78 feet to a point; thence run an angle of 89° 45' 00" West to westerly and run westerly 2552.75 feet to an iron rod marking the Southwest corner of Government Lot 2 in said Section 18 according to the Hopkins Survey dated the 9th of December, 1960; thence continue westerly and following said Hopkins Survey the distance of 709.60 feet (to a point of beginning); thence run an angle of 67° 52' 15" from southerly to easterly and run easterly on a line, which for the purpose of this description has an assumed bearing of Due East, a distance of 715.00 feet; thence North 33.00 feet; thence East 1465 feet, more or less, to the shore line of Scott Lake; thence North westerly along said shore line 1060 feet, more or less; thence South 1400 feet 09.79 feet, more or less; thence West 734.45 feet; thence run an angle of 50° 17' 47" from West to southerly and run southerly 50.00 feet to the point of beginning.

Curve 1 Δ = 104° 00' Arc = 45.30' Radius = 25'	Curve 2 Δ = 709° 49' 34" Arc = 171.89' Radius = 50'	Curve 3 Δ = 54° 30' 00" Arc = 122.55' Radius = 176.24'	Curve 4 Δ = 12° 19' 00" Arc = 389.54' Radius = 184.48'	Curve 5 Δ = 12° 19' 00" Arc = 389.54' Radius = 184.48'	Curve 6 Δ = 12° 19' 00" Arc = 389.54' Radius = 184.48'
Curve 7 Δ = 28° 48' 00" Arc = 34.76' Radius = 25'	Curve 8 Δ = 48° 30' 15" Arc = 85.05' Radius = 105'	Curve 9 Δ = 23° 19' 00" Arc = 450.51' Radius = 119.26'	Curve 10 Δ = 47° 12' 30" Arc = 187.37' Radius = 204.58'	Curve 11 Δ = 70° 28' 00" Arc = 68.70' Radius = 50'	Curve 12 Δ = 70° 28' 00" Arc = 68.70' Radius = 50'
Curve 13 Δ = 27° 52' 30" Arc = 184.48' Radius = 95'	Curve 14 Δ = 47° 30' 00" Arc = 368.77' Radius = 1748.48'	Curve 15 Δ = 20° 58' 30" Arc = 210.50' Radius = 402'	Curve 16 Δ = 101° 18' 00" Arc = 44.48' Radius = 25'	Curve 17 Δ = 18° 28' 18" Arc = 191.48' Radius = 599.48'	Curve 18 Δ = 104° 00' Arc = 45.30' Radius = 25'
Curve 19 Δ = 104° 00' Arc = 45.30' Radius = 25'	Curve 20 Δ = 104° 00' Arc = 45.30' Radius = 25'	Curve 21 Δ = 104° 00' Arc = 45.30' Radius = 25'	Curve 22 Δ = 104° 00' Arc = 45.30' Radius = 25'	Curve 23 Δ = 104° 00' Arc = 45.30' Radius = 25'	Curve 24 Δ = 104° 00' Arc = 45.30' Radius = 25'

CERTIFICATE:

STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby certified to be a correct representation of the lands as surveyed by me and that permanent reference monuments have been set as called for by the laws of the State of Florida.

L. R. ISBELL AND ASSOCIATES, INC.
By: *L. R. Isbell*
Registered Land Surveyor
Florida Certificate No. 6225

Station, Clinton
Surveyed February, 1967

STATE OF FLORIDA
COUNTY OF POLK

I, Paul Vaughn, Clerk of the Circuit Court of Polk County, Florida, do hereby certify that I have examined the plat and that it complies, in fact, with all the requirements of the laws of the State of Florida regarding the making of surveys and the filing of records of plats and plans and that I have this 22 day of September, A.D. 1967 filed same for record.



By: *Paul Vaughn*
Clerk of the Circuit Court



NOTE: (1) Indicated points are to be permanent monuments.



DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that WALTER WILLIAM INVESTMENT COMPANY, a Florida corporation duly organized under the laws of the State of Florida, the owner of the herein described land, has caused this plat to be made and its hereby dedicates to the permanent use of the public all roads, streets, lanes, easements and/or other dedications.

WITNESSE WHEREOF this day hereto of our hands.
WALTER WILLIAM INVESTMENT COMPANY
Witness *Walter ...*
Witness *John ...*
Notary *L. B. ...*

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this September, 1967, the person or persons named above as the owner of the herein described land, have acknowledged the foregoing dedication of the herein described land to the public use of the public.

WITNESSE my hand and official seal of Polk County, Florida, at this 22 day of September, A.D. 1967.

Walter ...
Notary Public, State of Florida at Polk
My Commission Expires 12-31-67



Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 23-P-0161	Revision Number: None	Issuing Office File Number: 23-P-0161	Issuing Office: 23796
Property Address: 1212 Lake Point Dr., Lakeland, FL 33813	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: Putnam & Creighton, P.A.

1. Commitment Date: April 12, 2023 @ 08:00 AM
2. Policy to be issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$TBD
Proposed Insured: TBD
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Christopher Joseph Floyd as Trustee of the Kathleen M. Floyd Revocable Trust dated August 21, 2000
5. The Land is described as follows:
See attached Exhibit "A".

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

DRAFT

AUTHORIZED SIGNATORY
Abel A. Putnam
Attorney at Law

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 23-P-0161

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Christopher Joseph Floyd as Trustee of the Kathleen M. Floyd Revocable Trust dated August 21, 2000, to TBD.
 - B. Record certified copy of the death certificate of Kathleen M. Floyd, deceased.
 - C. Recording of properly executed Affidavit of No Florida Estate Tax Due.
 - D. Affidavit of Christopher Joseph Floyd sufficiently establishing that he is the Trustee of the Kathleen M. Floyd Revocable Trust dated August 21, 2000, and the Trust has not been amended or revoked and is still in full force and effect.
 - E. Record affidavit of a person with firsthand knowledge establishing that Kathleen M. Floyd, decedent, was not survived by a spouse or minor child.
5. NOTE: 2022 Property Taxes were paid in the amount of \$5607.38 on 11/29/2022 for Parcel I.D. #242918-285700-000151.
6. Homeowners' Association estoppel letter from community association(s) organized pursuant to the declaration(s) shown in Schedule B-II must be furnished showing that the assessments are current and that there are no unpaid special assessments.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 23-P-0161

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. This property lies within the Southwest Florida Water Management District and is subject to the rules and regulations of, and future assessments, if any, by said District.
6. All matters contained on the Plat of LAKE POINTE, as recorded in Plat Book 50 Page 28, Public Records of Polk County, Florida.
7. Covenants and Conditions set forth in the Warranty Deed recorded in O.R. Book 1445 Page 691, Public Records of Polk County, Florida.
8. Restrictions recorded in O.R. Book 998 Page 1, Public Records of Polk County, Florida.
9. Riparian and littoral rights are not insured.
10. Those portions of the property herein described being artificially filled in land in what was formerly navigable waters, are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
11. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area.
12. This policy does not insure any portion of the insured parcel lying waterward of the ordinary high water mark of Scott Lake.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Exhibit A

A portion of Lot 15 in LAKE POINT, more specifically described as follows:

Commence at the Southwesterly corner of Lot 16 of LAKE POINT, according to the plat thereof as recorded in Plat Book 50, Page 28 of the Public Records of Polk County, Florida; run thence North 46° 43' 30" East, per said plat, along the Northwesterly line of said Lot 16, a distance of 36.35 feet for a Point of Beginning; run thence North 43°16' 30' West, 1.0 feet; thence run North 46° 43' 30" East, and parallel with said Northwesterly line of said Lot 16, 72.5 feet; thence run South 43° 16' 30" East, 1.0 feet, to a point lying on said Northwesterly line of said Lot 16; thence run South 46° 43' 30" West, along said Northwesterly line of said Lot 16, 72.5 feet to the Point of Beginning.

AND

Lot 16 and a 1/49th undivided interest in Lot "A" of LAKE POINT, according to the plat thereof recorded in Plat Book 50, Page 28, Public Records of Polk County, Florida; being a part of U.S. Lot 2 in Section 18, Township 29 South, Range 24 East.

Parcel Identification Number: 242918-285700-000151

JOE G. TEDDER, TAX CO
POLK COUNTY, FLORIDA

LECTOR

2022 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
242918-285700-000151

PAY, SEARCH OR PRINT RECEIPT AT
polktaxes.com
(863) 534-4700

04/17/2023 09:58:38

FLOYD KATHLEEN M REVOCABLE TRUST NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
1212 LAKE POINT DR
LAKELAND, FL 33813-2810

1212 LAKE POINT DR
LAKE POINT PB 50 PG 28 ALL OF LOT 16 & THAT
PART OF LOT 15 DES AS COMM SWLY COR LOT 16
RUN N 46 DEG 43 MIN 30 SEC E 36.35 FT FOR
*** SEE TAX ROLL FOR EXTRA LEGAL ***

RETAIN THIS PORTION
FOR YOUR RECORDS

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
C101 POLK COUNTY TRANSPORTATION	442,645	50,000	392,645	1.2000	\$472.96
C100 POLK COUNTY GENERAL FUND	442,645	50,000	392,645	5.2420	\$2,057.40
C102 POLK COUNTY EMERGENCY MEDICAL	442,645	50,000	392,645	0.2500	\$97.22
200 POLK COUNTY PARKS	442,645	50,000	392,645	0.5450	\$213.99
210 POLK COUNTY LIBRARY	442,645	50,000	392,645	0.2046	\$80.34
220 POLK COUNTY STORMWATER	442,645	50,000	392,645	0.0970	\$38.09
110 SCHOOL GENERAL FUND	442,645	25,000	417,645	4.0190	\$1,678.03
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	442,645	25,000	417,645	1.5000	\$626.96
360 SOUTHWEST FLA WATER MGMT DIST	442,645	50,000	392,645	0.2260	\$88.74
TOTAL				13.2836	\$5,353.73

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
LI011 - LAKE POINT TERRACE LIGHTING	43.00	1.00	\$43.00
FI000 - POLK COUNTY FIRE SERVICES	0.00	1.00	\$255.00
SW002 - POLK WASTE AND RECYCLING DISP	62.00	1.00	\$62.00
SW001 - POLK WASTE AND RECYCLING COLL	127.29	1.00	\$127.29
TOTAL NON-AD VALOREM ASSESSMENTS			\$487.29

COMBINED TAXES AND ASSESSMENTS \$5,841.02

If Paid By	Apr 17, 2023	May 31, 2023	
Please Pay	0.00	0.00	

JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2022 REAL ESTATE PROPERTY TAX BILL
1109143

ACCOUNT NUMBER
242918-285700-000151

FLOYD KATHLEEN M REVOCABLE TRUST
1212 LAKE POINT DR
LAKELAND, FL 33813-2810

1212 LAKE POINT DR
LAKE POINT PB 50 PG 28 ALL OF LOT 16 & THAT
PART OF LOT 15 DES AS COMM SWLY COR LOT 16
RUN N 46 DEG 43 MIN 30 SEC E 36.35 FT FOR
*** SEE TAX ROLL FOR EXTRA LEGAL ***

PAY ONLY ONE AMOUNT

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR - PO BOX 1189, BARTOW, FL 33831-1189

If Paid By	Apr 17, 2023	May 31, 2023	
Please Pay	0.00	0.00	

PAID 11/29/2022 \$5,607.38 RECEIPT # 1139505

LAKE POINT

IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 24 EAST
POLK COUNTY, FLORIDA

SCALE: 1"=100'

APPROVAL:
STATE OF FLORIDA
COUNTY OF POLK

This plat approved this 27 day of September, A.D. 1956, in open meeting of the Board of County Commissioners of Polk County, Florida, in and to the effect that the same be and it is hereby so ordered, however, to the extent provision that change of the lands platted herein be made as hereinafter provided, and that the roads shall not be constructed according to Polk County specifications.

BOARD OF COUNTY COMMISSIONERS

By: *J. B. ...*
Chairman

Attest: *...*
Clerk

STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby approved by the Polk County Engineering Department this 27 day of September, A.D. 1956.

By: *...*
County Engineer

- Curve 10: Curve 10: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 11: Curve 11: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 12: Curve 12: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 13: Curve 13: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 14: Curve 14: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 15: Curve 15: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 16: Curve 16: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 17: Curve 17: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 18: Curve 18: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 19: Curve 19: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 20: Curve 20: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 21: Curve 21: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 22: Curve 22: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 23: Curve 23: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 24: Curve 24: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 25: Curve 25: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 26: Curve 26: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 27: Curve 27: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 28: Curve 28: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 29: Curve 29: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'
- Curve 30: Curve 30: 100.00' Arc: 177.35° Area: 310.32' Radius: 450.48'

CERTIFICATE:
STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby certified to be a correct representation of the lands as surveyed here and that permanent reference monuments have been set on each of the lots of this plat.

By: *A. R. ...*
County Clerk

STATE OF FLORIDA
COUNTY OF POLK

I, Paul Vaughn, Clerk of the Circuit Court of Polk County, Florida, do hereby certify, that I have examined this plat and that it contains in full all the requirements of the Laws of the State of Florida relating to the recording of plats of land, and that the same are correct and true.

By: *...*
Circuit Clerk



DEDICATION:
STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that W. M. Ellsworth, Jr. and C. D. Campbell, president and secretary, respectively, of WALTER WILLIAM INVESTMENT COMPANY, a corporation organized under the laws of the State of Florida, do hereby dedicate to the general use of the public all roads, streets, lanes, avenues and/or drives shown hereon.

IN WITNESS WHEREOF they have hereunto set their hands.

Witness: *Walter Ellsworth, Jr.*
Walter Ellsworth, Jr.
President

Witness: *Charles A. ...*
Charles A. ...
Secretary

Witness: *Michael William Investment Company*
Michael William Investment Company
By: *...*
President

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF POLK

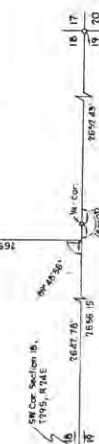
I HEREBY CERTIFY that on this day before me executed in the presence of and in the presence of the president and secretary, respectively, of the corporation named in the foregoing dedication and that the same were executed by the corporation in accordance with the laws of the State of Florida.

WITNESS my hand and official seal at Marion, Florida, on this 27 day of September, A.D. 1956.

By: *...*
Notary Public

By: *...*
My Commission Expires 12-31-57

NOTE: (O) indicates permanent reference monument.



573117

PL 1445 REC 601

This Document Prepared
by
W. Wm. Ellsworth, Jr., Attorney
200 C. Lemon St.
Kissimmee, Florida

WARRANTY DEED

THIS WARRANTY DEED, made this 9th day of May, 1972, between
WALTER-WILLIAM INVESTMENT CO., a corporation existing under the laws of
the State of Florida, Grantor, and the Grantee, GEORGE KERESTLY and JEAN C.
KERESTLY, his wife, whose post office address is: 3621 Cleveland Heights
Boulevard, Lakeland, Polk County, Florida.

WITNESSETH, that said Grantor, for and in consideration of the
sum of TEN DOLLARS (\$10.00), 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 the Grantee's successors and assigns forever, the following described
land, situate, lying and being in Polk County, Florida, to-wit:

Lots 14 and 15 of LAKE POINT SUBDIVISION, according to
plat thereof recorded in Plat Book 50, Page 28, Public
Records in and for Polk County, Florida.

ALSO: An undivided 2/49ths interest in and to Lot "A" of
LAKE POINT SUBDIVISION, according to plat thereof recorded
in Plat Book 50, Page 28, Public Records in and for Polk
County, Florida.

This conveyance of said Lot "A" is conveyed by the Grantor
so that all future conveyances by the Grantee or their
successors in title as to Lots 14 and 15 of LAKE POINT
SUBDIVISION shall automatically carry conveyance of a
1/49th undivided interest in and to Lot "A" as to each
Lot, whether or not said conveyance so states, so that a
1/49th undivided interest shall not be separated from the
title to each of Lots 14 and 15, and shall always be vested
in the holder of title of said Lot 14 and Lot 15.

Further, this conveyance of said Lot "A" is made subject to
the restrictions that said Lot shall be used exclusively
and only by owners of lots in said LAKE POINT SUBDIVISION
and their guests; that no motor vehicle shall be driven
upon said Lot; that no boat trailer shall be placed upon
said Lot; and further, that said Lot may be further restricted
in use by a majority of lot owners in LAKE POINT SUBDIVISION.

N.B.: These conveyances are made subject to taxes for 1966
and subsequent years, and restrictions of record.

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;

75.00
77.50

72 MAY 15 PM 4:57

STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
75.00
MAY 15 1972

RECORDS AND DEEDS DIVISION
MAY 15 1972
27.00

(15) A

except this warranty shall not extend to title deficiency (if any) resulting from the location of the original U. S. Government meander line.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Marjorie D. Todd
Carole Dickler

WALTER-WILLIAM INVESTMENT CO.

BY: W. Wm. Ellsworth, Jr.
W. WM. ELLSWORTH, JR., President

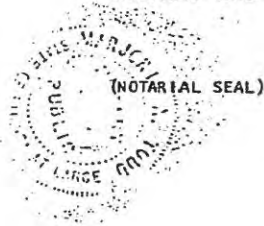
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared W. WM. ELLSWORTH, JR., President of the corporation named as Grantor in the foregoing Deed, and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of May, 1972.



Marjorie D. Todd
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 10, 1973
DONOR thru FRED W. DISTELHOEFT

FILED, RECORDED AND
PROVIDED VERIFIED
PAUL VAUGHN, CLK. CIR. CT.
POLK COUNTY, FLA.
D.G.

573117

261185

RESTRICTIONS

WHEREAS, WALTER-WILLIAM INVESTMENT CO., a Florida corporation, is the owner of the following described real property located in Polk County, Florida, described as:

Commencing at the Southwest corner of U. S. Lot 2 in Section 18, Township 29 South, Range 24 East, thence run North 0°27'47" West, 734.00 feet, thence run East 775.00 feet to a point of beginning, thence run North 14° East 1005 feet more or less to the shoreline of Scott Lake, thence run in a Southeasterly direction along said shoreline to a point due East of the point of beginning, thence run West 1635 feet more or less to the point of beginning, Polk County, Florida.

and has subdivided said real property into lots as shown on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, WALTER-WILLIAM INVESTMENT CO., desires to impose restrictions on the above described real property which shall be deemed as covenants running with the land for the benefit of itself and its successors in title to the various lots into which said real property has been subdivided as shown on Exhibit "A";

NOW, THEREFORE, WALTER-WILLIAM INVESTMENT CO. does hereby impose the following restrictions on Lots 1 to 49 inclusive into which the above described real property has been subdivided as shown on Exhibit "A";

1. Each numbered lot shown on Exhibit "A" shall be used exclusively for residential purposes, and no more than one dwelling house shall be located on any lot.
2. No business activity shall be conducted or carried on in connection with the residential usage of the above described real property.
3. No dwelling house shall contain less than 2,000 square feet of enclosed living area exclusive of a basement, screened-in porch and garage or carport; and no dwelling house shall be more than two stories in height in addition to a basement. The limitation of two stories shall

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not be construed to prohibit a tri-level dwelling house, but any two story, split-level or tri-level dwelling house shall have an enclosed living area of not less than 2,200 square feet exclusive of a basement, screened-in porch and garage or carport.

4. No building or structure of any sort may be moved on to any lot, it being the intention of these restrictions that any and all buildings and structures shall be constructed on the property.

5. Each dwelling house shall have a minimum of a two car garage or carport, and no vehicles, boats or trailers of any kind or sort shall be kept on the premises unless they are housed in a permanent structure or shall be so situated as not to be visible from the street. This restriction shall not apply to passenger automobiles.

6. No part or portion of any dwelling house, garage or carport shall be erected closer than thirty-five (35) feet from the front property line nor closer than ten (10) feet from the side property line. Dwelling houses constructed on Lots 31, 32, 46 and 47 shall face in either a north or south direction. Dwelling houses constructed on corner lots shall not be closer than thirty-five (35) feet to any street running east and west nor closer than fifteen (15) feet from any street running north and south.

7. No serials or television antennas may be attached to the front of any dwelling house but shall be located either on the side or the rear thereof. All receptacles for garbage and trash shall be located as not to be visible from the front of the property.

8. No house-trailer shall be parked on said property at any time.

9. No tent, garage or other outbuilding erected on any lot shall be used as a residence, either temporary or permanent.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept provided that they are not maintained or bred for any commercial purpose.

11. No garage shall be erected on any lot prior to the construction of the main dwelling house, and every garage shall be of the same kind of materials and construction as the main dwelling house with which said garage shall conform architecturally.

12. No signs of any kind shall be displayed on any lot or the improvements thereon except one sign of not more than five (5) square feet advertising the property for sale or rent and signs used by a builder during the construction of the improvements.

13. These restrictions shall not apply to the unnumbered area in the northwest corner of the above described real property.

14. Any violation of the above and foregoing restrictions shall entitle the owner of any lot to enforce the same by injunction, and each owner shall have an action at law for damages sustained by such owner as a result of the violation of these restrictions.

15. WALTER-WILLIAM INVESTMENT CO. shall have the right to amend or modify these restrictions by an instrument filed for record at any time prior to September 1, 1966, but any amendment or modification hereof shall not bind the purchaser of any lot whose Agreement For Deed or deed of conveyance is recorded prior to the date such amendment or modification is recorded.

16. Invalidation of any one of these covenants by judgment or order of Court will in no wise affect any of the other restrictions herein above set out, and such other restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, WALTER-WILLIAM INVESTMENT CO. has caused the execution hereof and its corporate seal affixed this 2nd day of February, 1966.

Signed, sealed and delivered
in the presence of:

Elizabeth A. [unclear]
Jillina M. [unclear]

WALTER-WILLIAM INVESTMENT CO.

BY [Signature]
President

ATTEST: [Signature]



STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, W. WILLIAM ELLSWORTH, JR. and C. B. CHESTNUT, the President and Secretary respectively of WALTER-WILLIAM INVESTMENT CO., a Florida corporation, to me well known to be the persons described in and who executed the foregoing Restrictions and they acknowledged that they executed the same before me as the act and deed of said corporation for the purposes therein expressed.

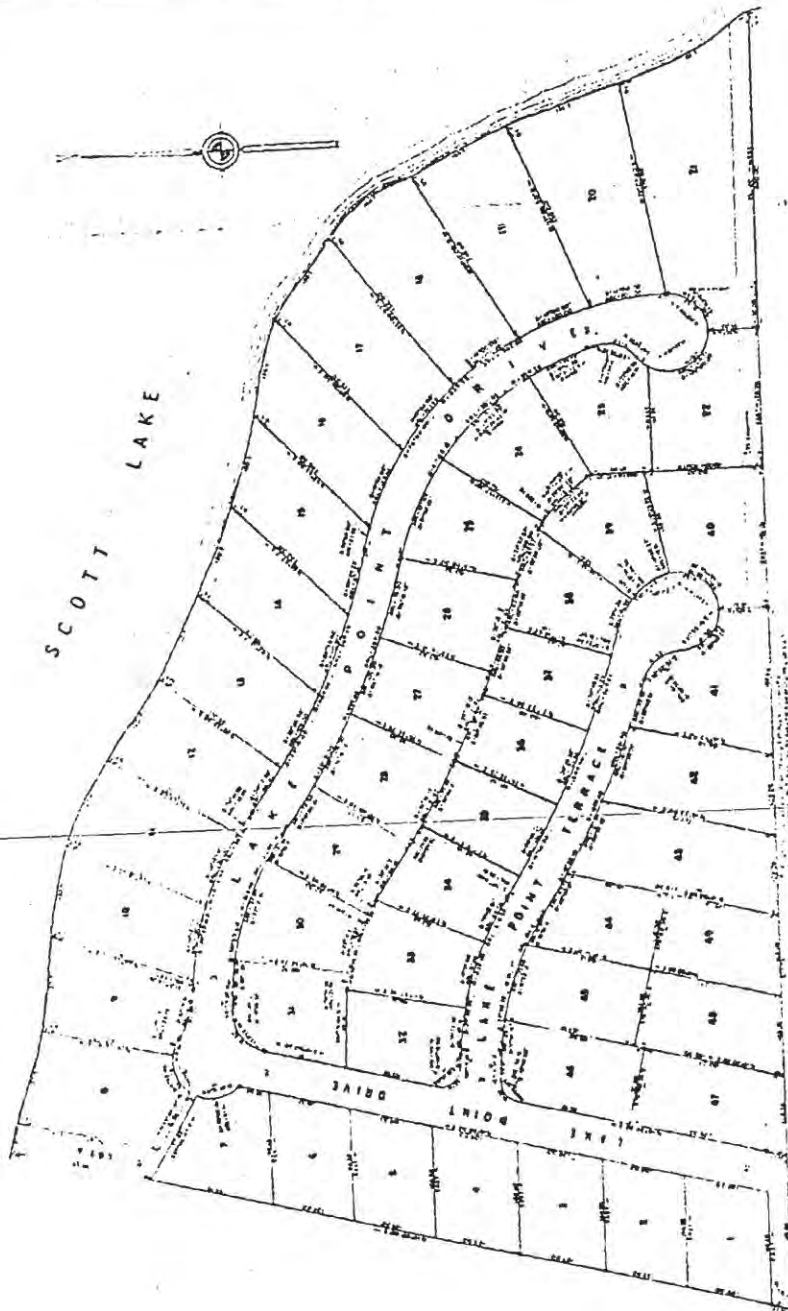
WITNESS my hand and official seal at Lakeland, Polk County, Florida, this 2nd day of February, 1966.

Elizabeth A. Jones
NOTARY PUBLIC
State of Florida

My Commission Expires:
March 20, 1968



SCHEDULE "A"



PREPARED BY L. B. IRELL AND ASSOCIATES, INC.
 170 WEST MAIN
 BARTON, FLORIDA
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 248
 FEBRUARY 10, 1968
 PLAT NO. 261185

LAKE POINT

1/4 SECTION 18
 TOWNSHIP 29 SOUTH, RANGE 24 EAST
 POLK COUNTY, FLORIDA

FILED, RECORDED AND
 RECORD VERIFIED
 PAUL VAUGHN, C.R. C.R. C.R.
 POLK COUNTY, FLA.
 By *P.V.* D.C.

261185

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Christopher J Floyd, Trustee (SELLER) and _____ (BUYER) concerning the Property described as 1212 Lake Point Drive, Lakeland FL 33813

Buyer's Initials CAF Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint 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 inspection 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 (INITIAL)

- CAF (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
 - Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- CAF (b) Records and reports available to the Seller (CHECK ONE BELOW):
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (CHECK ONE BELOW):
 - Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- _____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's 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.

<u>Christopher J Floyd</u>	<u>4/21/23</u>	_____	_____
SELLER	Date	BUYER	Date
_____	_____	_____	_____
SELLER	Date	BUYER	Date
_____	_____	_____	_____
Listing Licensee	Date	Selling Licensee	Date


Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.



Protect Your Family From Lead in Your Home

 **EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

March 2021

 Form Simplicity

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

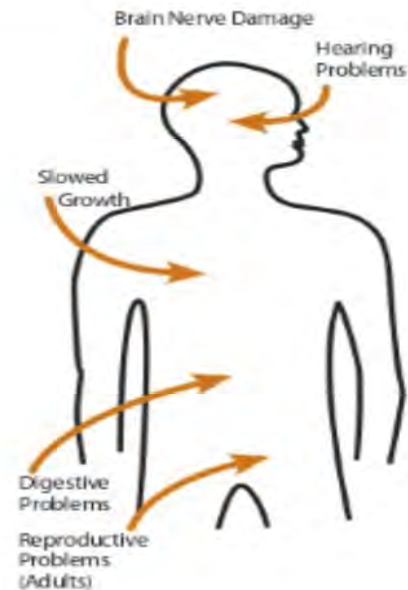
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

POPULATION

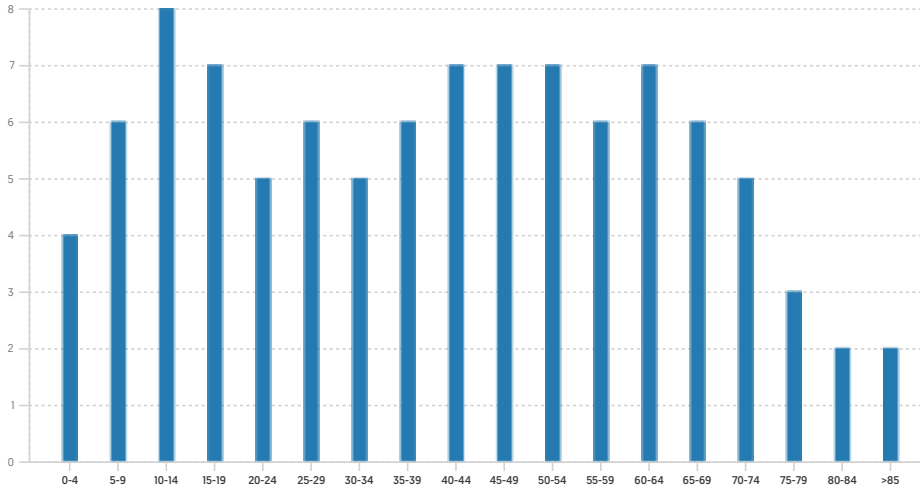
SUMMARY

Estimated Population	37,211
Population Growth (since 2010)	13.9%
Population Density (ppl / mile)	2,241
Median Age	42.7

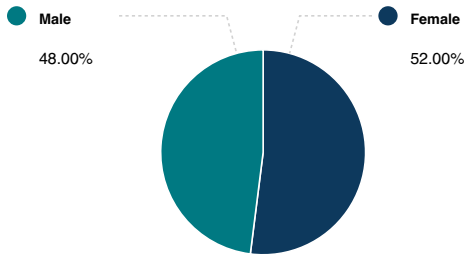
HOUSEHOLD

Number of Households	12,766
Household Size (ppl)	3
Households w/ Children	8,428

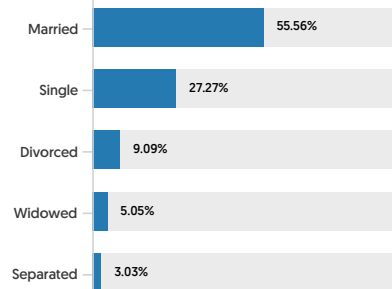
AGE



GENDER



MARITAL STATUS



HOUSING

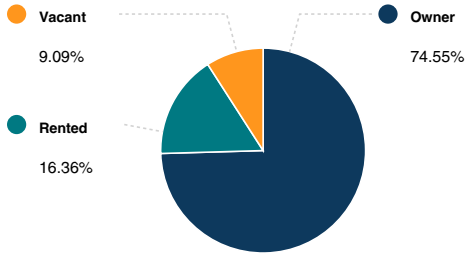
SUMMARY

Median Home Sale Price	\$206,700
Median Dwelling Age	1986 years

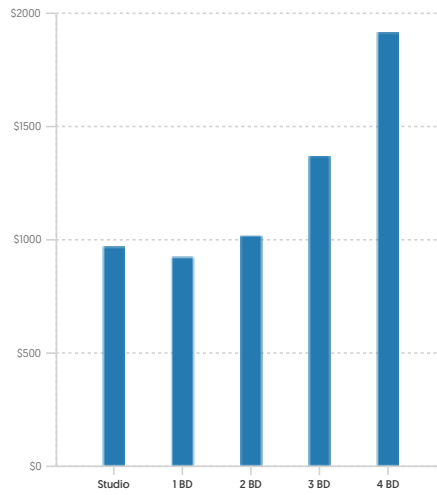
STABILITY

Annual Residential Turnover	8.99%
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OCCUPANCY



FAIR MARKET RENTS (COUNTY)

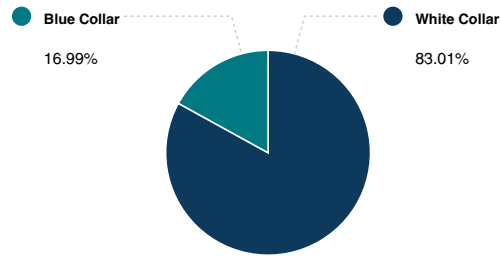


QUALITY OF LIFE

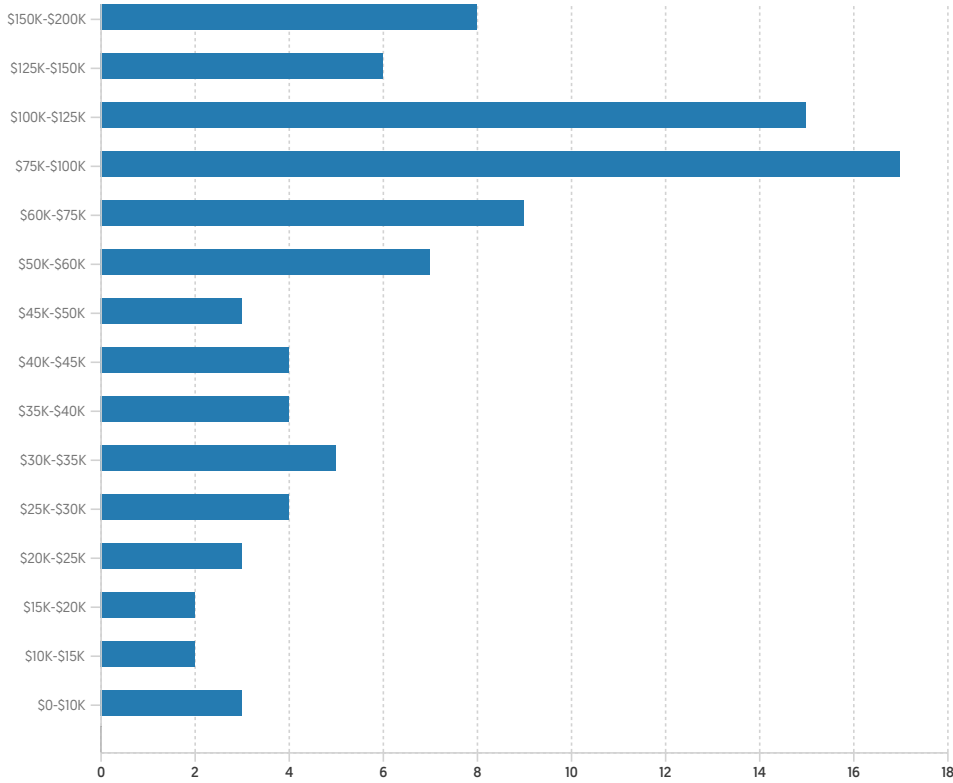
WORKERS BY INDUSTRY

Agricultural, Forestry, Fishing	283
Construction	848
Manufacturing	1,124
Transportation and Communications	926
Wholesale Trade	546
Retail Trade	2,871
Finance, Insurance and Real Estate	1,495
Services	6,223
Public Administration	981

WORKFORCE



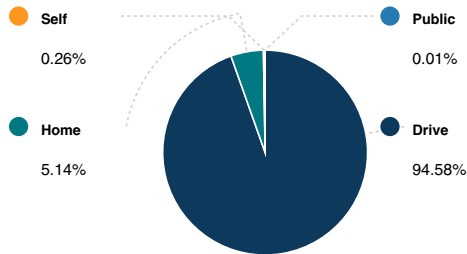
HOUSEHOLD INCOME



Average Household Income **\$82,354**

Average Per Capita Income **\$37,384**

COMMUTE METHOD



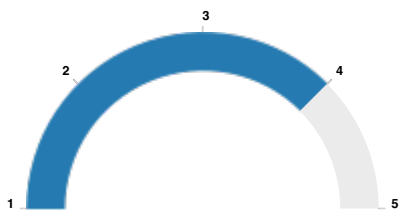
Median Travel Time **23 min**

WEATHER

January High Temp (avg °F)	73.6
January Low Temp (avg °F)	50.2
July High Temp (avg °F)	93.9
July Low Temp (avg °F)	72.8
Annual Precipitation (inches)	52.17

EDUCATION

EDUCATIONAL CLIMATE INDEX (1)



HIGHEST LEVEL ATTAINED

Less than 9th grade	99
Some High School	1,038
High School Graduate	7,002
Some College	4,985
Associate Degree	2,616
Bachelor's Degree	8,843
Graduate Degree	3,977

(1) This measure of socioeconomic status helps identify ZIP codes with the best conditions for quality schools. It is based on the U.S. Census Bureau's Socioeconomic Status (SES) measure with weights adjusted to more strongly reflect the educational aspect of social status (education 2:1 to income & occupation). Factors in this measure are income, educational achievement and occupation of persons within the ZIP code. Since this measure is based on the population of an entire ZIP code, it may not reflect the nature of an individual school.
 (2) Powered by Liveby. Information is deemed reliable but not guaranteed. Copyright © 2021 Liveby. All rights reserved.

SCHOOLS

RADIUS: 1 MILE(S)

PUBLIC - ELEMENTARY

	Distance	Grades	Students	Students per Teacher	SchoolDigger.com Rating (1)
Scott Lake Elementary School	0.68	Pre-K-5th	769	16	3

Community Rating (2)

Scott Lake Elementary School	5
------------------------------	---

PUBLIC - MIDDLE/HIGH

	Distance	Grades	Students	Students per Teacher	SchoolDigger.com Rating (1)
Lakeland Highlands Middle School	0.97	6th-8th	1,242	18	3

Community Rating (2)

Lakeland Highlands Middle School	5
----------------------------------	---

PRIVATE

	Distance	Grades	Students	Classrooms	Community Rating (2)
Solutions Academy	0.41	6th-10th	20		

(1) SchoolDigger Ratings provide an overview of a school's test performance. The ratings are based strictly on test score performance for that state's standardized tests. Based on a scale of 1-5. (© 2006-2016 SchoolDigger.com)
 (2) The community rating is the overall rating that is submitted by either a Parent/Guardian, Teacher, Staff, Administrator, Student or Former Student. There will be only one rating per school. Based on a scale of 1-5.
 (3) Powered by Liveby. Information is deemed reliable but not guaranteed. Copyright © 2021 Liveby. All rights reserved

LOCAL BUSINESSES

RADIUS: 1 MILE(S)

ATTRACTIONS - RECREATION

	Address	Phone #	Distance	Description
Masterpiece Riders Club LLC	5824 Coveview Dr W	(863) 619-8210	0.28	Membership Sports And R ecreation Clubs
Aqua Tots Swim School, LLC	1093 Colony Park Dr	(863) 838-5577	0.37	Swimming Club, Membersh ip
Caloosa Lake Duck Hunt Clu b, LLC	1250 Scottsland Dr	(863) 646-6533	0.46	Membership Sports And R ecreation Clubs
Vivid Sound And Light Ent.	5626 Scott Lake Rd	(863) 559-5729	0.52	Entertainers And Entertain ment Groups
Summerlin Judo	1227 Merlyn St	(863) 701-0269	0.53	Judo Instruction
Pinxster Entertainment	6121 Lyn Mar Dr	(813) 380-2744	0.62	Entertainment Service
Eagle Club Inc	5120 Fairfax Dr	(863) 648-0742	0.66	Country Club, Membership
Chris Danger Entertainment	6107 Donegal W	(863) 701-0544	0.66	Entertainers And Entertain ment Groups
Centerfire Gun Range LLC	5405 Orange Valley Dr	(863) 646-2797	0.7	Shooting Range Operation
Dan Parrish's Ata Martial Arts, LLC	1021 E County Road 540a	(813) 344-8730	0.82	Martial Arts School, Nec

BANKS - FINANCIAL

	Address	Phone #	Distance	Description
Allen & Mortgage	12 Casa Loma Way	(863) 221-4282	0.2	Mortgage Bankers And Loa n Correspondents
Topnotch Household Enterpri ses	5626 Scott Lake Rd	(863) 899-0537	0.52	Consumer Finance Compa nies
Magnify Credit Union	961 E County Road 540a	(863) 644-9104	0.87	State Credit Unions

EATING - DRINKING

	Address	Phone #	Distance	Description
Eoc Soccer Inc	4205 Old Rd Ste 49 Ste 49	(813) 650-5148	0.12	Soccer Club
Don & Bill Sports Pub, Inc.	1345 Brighton Way	(863) 581-7979	0.16	Drinking Places
Fat Boys Bbq	6104 Lyn Mar Dr	(863) 644-2292	0.6	Barbecue Restaurant
Chef For You	851 Stratford Dr	(863) 644-0779	0.61	Caterers
T N T Treasure Inc	5080 Hanover Ln	(863) 646-7758	0.67	Steak Restaurant
D&S Sports Concepts Beef	6101 Pier Place Dr	(863) 644-1241	0.69	Steak Restaurant
Double A Foods, Inc.	974 Hanover Way	(863) 255-8610	0.69	Fast-Food Restaurant, Chai n
J'aime Cakes LLC	906 Southpoint Ln	(863) 450-6654	0.74	Cakes
Delight Cuban	1039 E County Road 540a	(863) 397-3368	0.8	Cafe
Delight Cuban Cafe Corp	1039 E County Road 540a	(863) 701-0190	0.8	Cafe

HEALTH CARE SERVICES

	Address	Phone #	Distance	Description
Dynamic Directions Inc	""	(863) 644-7330	0.12	Offices Of Health Practition er
Hugo R Tapia Md	1331 Brighton Way	(863) 644-2262	0.18	Physicians' Office, Includin g Specialists
Brighton Medical Solutions L LC	1119 Brighton Way	(863) 450-6297	0.27	Skilled Nursing Care Facilit ies
Robin A Hart	1060 Colony Park Dr	(863) 937-6276	0.38	Medical Laboratories
Crt Of Lakeland, Inc.	5525 Scott Lake Rd	(863) 644-2997	0.5	Ophthalmologist
John M Lafferty Md Pa	925 Camelot Ln	(863) 646-4080	0.63	General And Family Practic e, Physician/Surgeon
Margaret Evans Md Pllc	5113 Lk In The Woods Blvd	(863) 712-0914	0.63	Offices And Clinics Of Med ical Doctors
Phillip Abbott	6101 Pier Place Dr	(863) 644-2931	0.69	Dentists' Office
Connie Fleming	751 Lake Cove Dr	(863) 514-7903	0.72	Offices Of Health Practition er
Interventional Radiology In P rivate Practice, Inc.	802 Hanover Way	(863) 709-0408	0.72	Radiologist

HOSPITALITY

	Address	Phone #	Distance	Description
Florida Alpha Delta Kappa	5311 Verana Ct	(863) 644-6784	0.86	Fraternities And Sororities

ORGANIZATIONS - ASSOCIATIONS

	Address	Phone #	Distance	Description
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Scott Lake Baptist Church Inc	5811 Scott Lake Rd	(863) 644-6444	0.62	Baptist Church
Mount Enon Primitive Baptist Church Inc	1617 Stephanie Ln	(863) 646-4164	0.69	Baptist Church
Diocese Of St Mark Inc	5042 Windover Ln	(850) 228-2587	0.72	Catholic Church
Presbyterian Church-Highlands	1010 Lake Miriam Dr	(863) 646-3121	0.83	Presbyterian Church
St Paul African Methodist Episcopal Church Of Lake Alfred Fl	6219 Silver Leaf Ln	(863) 682-7274	0.93	Episcopal Church
My Florida Mobile Home Sale	234 Goodrich St	(863) 450-9160	0.96	Religious Organizations

PERSONAL SERVICES

	Address	Phone #	Distance	Description
Heartcheck, Inc.	1022 Brighton Way	(248) 538-1000	0.35	Physical Fitness Facilities
Lynn Fitness Consulting Group	6 Loma Linda	(863) 701-7274	0.35	Physical Fitness Facilities
Skinny Or Fat To Fit Personal Training	5019 Lk In The Woods Blvd	(863) 640-5042	0.73	Physical Fitness Facilities
Crossfit Lakeland, LLC	4970 Foxrun Ln	(863) 327-5913	0.81	Exercise Salon
Pink Ice Hair Affair & Spa	5771 Scott Lake Hills Ln	(863) 647-1257	0.82	Spas

SHOPPING

	Address	Phone #	Distance	Description
Integrated Food Safety Technology	5826 Colony Place Ct	(863) 701-2561	0.43	Grocery Stores
Wedding Warehouse Inc	5430 Luce Rd	(800) 557-2646	0.43	Department Stores, Discount
Johnny Couch Masonry	1034 Helena Ln	(863) 646-1430	0.51	Brick
Florida Gold Citrus Inc	1660 Blue Heron Ln	(863) 397-9471	0.6	Fruit And Vegetable Markets
Cedar Creek Coffee	5023 Fairfax E	(863) 661-4360	0.75	Coffee
Vitality Supplements	867 Hanover Way	(863) 808-9847	0.8	Vitamin Food Stores
Southpaw Coffee Company	1614 King James Ct	(863) 816-3269	0.81	Coffee
Am Garifi Inc	4929 Sheryl St	(863) 712-7704	0.85	Miscellaneous General Merchandise
The Green Living Company Inc	1947 Matthew Ct	(863) 581-7279	0.85	Retail Nurseries And Garden Stores



Seller's Property Disclosure – Residential

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

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

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

Seller makes the following disclosure regarding the property described as: 1212 Luke Point Drive
Lakeland FL 33813 (the "Property")

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

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

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

Seller (_____) (_____) and **Buyer** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4.

SPDR-3 Rev 2/20

Serial#: 040048-300168-0915353

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Form Simplicity

	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input checked="" type="checkbox"/> septic system? If septic system, describe the location of each system: <u>2 (on each side of house)</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: <u>Minor past leaks</u>			

5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is <u>1</u> years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>Roof Replaced 7/21/22</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No Pool

7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the Seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the Seller to disclose to the Buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller (____) (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4.

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____ _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____ _____			

9. Environmental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ _____			

10. Governmental, Claims and Litigation			
(a) Are there any existing, <u>pending</u> or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance Policy? <i>Past policy not current</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	Yes	No	Don't Know
(f) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Are there any zoning restrictions affecting improvements or replacement of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) Are any improvements located below the base flood elevation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(m) Are there any active permits on the Property that have not been closed by a final inspection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____			

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

(a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? Yes No Don't Know
If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

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

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

Seller: Christopher J. Floyd / Christopher J. Floyd Date: 4/21/23
 (signature) (print)
 Seller: _____ / _____ Date: _____
 (signature) (print)

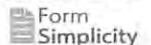
Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

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

Seller (____) (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4.

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Contract For Sale and Purchase

1629 Shepherd Road
Lakeland, Florida 33811
(863) 644-6681

POLK COUNTY, Florida STATE, May 25 MONTH/DATE, 2023 YEAR

Buyer: Address: City: State: Zip: Phone:	Seller: Address: City: State: Zip: Phone:
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Buyer hereby offers to purchase the following described property based upon the following terms:

See Attached Exhibit "A"

AKA 1212 Lake Point Drive, Lakeland, FL. 33813

TOTAL PURCHASE PRICE of said property is	\$ _____	Balance payable as follows: (B) _____
Shall be paid as follows, to-wit:		
Earnest Money Deposit		_____
Held by:	<u>\$10,000.00</u>	Remaining balance due in cash at closing.
Putnam & Creighton, P.A.		
500 S. Florida Avenue		
Suite 300		
Lakeland, FL. 33813		
863-682-1178		

Balance Due at Closing but subject to proration and adjustments. See Next Column (B) \$ _____

- 1) **Title Insurance:** At the closing of this transaction, Seller shall have issued by Putnam & Creighton P.A., as agent for Old Republic National Title Insurance Company, a commitment for title insurance agreeing to insure title to said property and upon closing, Seller shall purchase and have delivered to Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.

- 2) **Closing Date:** In the event the title shall be proven to be uninsurable, Seller shall have a period of ninety (90) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to Buyer. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before: June 26, 2023. If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend the closing date up to an additional thirty (30) days.

- 3) **Conveyance:** Seller agrees to convey title to the aforesaid property to Buyer by Warranty Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.

- 4) **Costs:** The cost of recording the deed and the required documentary stamps thereon shall be paid by the Buyer. Buyer will pay a reasonable closing fee to the closing agent. Buyer shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs associated with Buyer's financing. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.

- 5) **Acceptance:** This instrument shall become effective as a contract when signed by Agent, Buyer, and Seller. If not signed by all parties on or before Friday May 26, 2023 any monies deposited shall be refunded and

this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.

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

13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

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

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

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

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

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing.

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

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

Accepted this _____ day of _____, 2023.

Buyer(s)

Printed Name: _____

Printed Name: _____

Seller(s)

Printed Name: _____

Printed Name: _____

Higgenbotham Auctioneers International, Ltd., Inc.,
A licensed Real Estate Broker (Agent for the Seller)

BY: _____