



# LUXURY GROUP AUCTIONS™

A Division of Williams & Williams Worldwide Real Estate Auction



## LUXURY HOME ON LIDO ISLE

AUCTIONS 12PM WEDNESDAY APRIL 28

845 VIA LIDO NORD, NEWPORT BEACH, CA 92663

In Cooperation With

VILLA

[luxurygroupauctions.com/lido](http://luxurygroupauctions.com/lido)

For More Information, Please Call 800.801.8003



Homes for sale are scarce on the Isle right now. Make plans to view this Newport Beach gem!

A magnificent Lido Isle residence poised on an oversized (nearly double), prime corner lot at the coveted eastern tip of Lido Isle. With approximately 4,200sf of elegantly casual living space, soaring ceilings, 4 bedrooms and 4.5 baths, this home offers a rare opportunity to live the coastal lifestyle in an impeccable property crafted with the finest of quality and detail.

A grand entry introduces the fine art of living on this famed island as two floors of gracious interiors fuse perfectly with an abundance of private outdoor space.

Impressive throughout, high ceilings frame a flowing, open floorplan as the custom residence reveals a traditional layout with formal living/dining areas, upper and lower family rooms, an amazing gourmet kitchen with walk-in pantry, large island, dual sinks and every imaginable premium amenity; beautiful indoor/outdoor patio for entertaining or relaxing plus an incredible master suite with fireplace, balcony, sumptuous, spa bath featuring his/her closets, dual vanities, walk-in shower and therapy tub.



Every room of this showpiece is perfectly scaled and accented with modern conveniences. Four fireplaces, custom storage, furniture grade cabinetry, skylights, natural stone counters, stone and hardwood flooring, large laundry room and a 3-car garage are just a few of the appealing appointments. Conveys furnished!



Community amenities include tennis, beaches, the Lido Isle Yacht Club, BBQ's, parks and an easy stroll to shopping and dining just over the island bridge.



**Open Public Inspections 1-4pm Sunday March 28, April 11 & April 25 or call 918.956.1711 to confirm an appointment.**

**Auctions 12pm PT Wednesday April 28**  
On site with simultaneous online bidding at [auctionnetwork.com](http://auctionnetwork.com)





# TERMS OF SALE

Thank you for participating in this Williams & Williams Auction. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Good luck and good bidding!

Registration at the auction (online and/or in person) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. The High Bidder will be required to pay a Williams & Williams Technology Fee of \$199 at closing. By bidding you are representing to Williams & Williams ("Broker" and/or "Auctioneer") and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. **DO NOT BID** unless you have registered, received a Bidder's Card and Auction Day Notes, and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming a high bidder.

All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale. Williams & Williams represents the Sellers only and does not inspect properties on bidder's behalf. Read the Contract and Auction Day Notes to determine the existence of any disclosures, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). By bidding you agree to all disclosures.

Buyers receive a deed and Title Insurance Policy as provided by the Closer indicated in the Contract (any mobile/manufactured housing not legally affixed to the property shall only be conveyed by a Hold Harmless Agreement or Quit Claim Bill of Sale unless otherwise noted in the Disclosures). Current year's taxes are pro-rated through day of closing as is customary.

A Buyer's Premium of 5% (\$10,000 minimum) will be added to the high bid and included in the total purchase price.

Each high bidder must make a 10% non-refundable deposit per property (\$5,000 MINIMUM - which ever is greater) immediately following auction. Cash, cashier's checks, personal checks and business checks (electronically processed) are accepted. If you are a resident / citizen of a country outside of the US, certified funds (bank check, wire transfer, certified checks) are required for the down payment and closing. The balance of the purchase price, all closing costs, and the Technology Fee are due at closing. Closing costs generally range from \$750-\$3000 and include title exam, title policy, closing fee, filing costs and any other fees noted unless otherwise noted in the Contract.

The Parties acknowledge Buyer will tender the Down Payment in the form of a certified check, cashier's check, money order, or personal/business check, and said instrument will be made payable to the Escrow Agent, or a wire shall be sent directly to the Escrow Agent, if permitted by the Contract. In those instances where the Down Payment instrument was transmitted to the Auctioneer, Auctioneer shall transmit the Down Payment instrument to the Escrow Agent upon Seller's acceptance of Buyer's offer. The Down Payment shall be held by Escrow Agent and disbursed to the Closer identified in the Contract for Sale prior to the Closing Date and following clearance of funds by the issuing financial institution. Interest, if any, earned on the Down Payment shall be deemed part of the Down Payment and shall be applied together with the principal portion of the Down Payment to the Purchase Price. The Parties agree that upon a fully executed Contract, the Down Payment is non-refundable, and, at Seller's request, shall immediately be released to Seller in accordance with the Contract for Sale.

If Seller accepts Buyer's high bid, then the Contract for Sale shall continue in full force and effect and the Closing Date shall occur no later than thirty (30) days following the date of Seller's acceptance, except as otherwise may be allowed in accordance with the terms of the Contract for Sale. Buyer(s) and Seller agree that Seller may terminate the Contract for Sale, in Seller's sole and absolute discretion, in the event the Seller does not accept the Buyer's high bid. **BUYER UNDERSTANDS AND AGREES IF SELLER HAS PERFORMED SELLER'S OBLIGATIONS UNDER THE CONTRACT FOR SALE, AND IF AT CLOSING THE BUYER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE OR TO PERFORM ANY OTHER OBLIGATIONS UNDER THE CONTRACT FOR SALE, THE DOWN PAYMENT WILL BE DISBURSED PURSUANT TO OF THE CONTRACT FOR SALE. BUYER HEREBY DIRECTS ESCROW AGENT AND CLOSER TO DISBURSE THE DOWN PAYMENT FUNDS PURSUANT TO THE TERMS OF THE CONTRACT FOR SALE HEREIN.**

Bidding starts at the nominal Opening Bid(s) indicated and is open to the public. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to sell out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding, to accept or reject any or all bids, and to cancel or re-schedule an auction. The Auctioneer will call the sale and control any increments of bidding. To make a bid, raise your hand or Bid Card to be recognized. The bidding usually takes less than 3 minutes for each property. Absentee bids may be accepted at the discretion of the Auctioneer. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any mistakes during bidding as to who has the high bid and/or at what price may be called to the Auctioneer's attention and corrected. The Auctioneer is the sole arbiter and controller of the conduct of the auction and shall be the final and absolute authority without liability to any party.

Your inspection of the property(ies) and attendance at this auction are at your own risk. Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damage to their person or property while in, on or about these properties, nor shall they be liable for any defects, dangers or conditions on the property(ies). All persons enter the property(ies) and attend the auction at their own risk and shall defend, indemnify, and save harmless Broker and Seller, their agents and employees, from any and all liability attendant thereto.

All the information contained on this property was obtained from official county maps or other sources deemed reliable but is not guaranteed and may be in error. Seller **DOES NOT WARRANT** the accuracy thereof. Seller has made no independent investigation of any information provided and assumes no responsibility for the providing of or absence of any information, whatsoever, or for the accuracy thereof.

All auctions are subject to court or seller approval. Seller has (7) business days in which to accept or reject the high bid received at auction and Buyer's high bid is irrevocable during this time. Buyers are not allowed possession until Closing and filing of the deed, at which time the property shall be re-keyed. If for any reason the court or Seller approval is not granted, the Down Payment shall be returned in its entirety to the high bidder. "Showing" requests from Buyers after the auction may not be able to be accommodated.

If more than one property is being auctioned, the Auctioneer may choose to offer a group of the properties for auction at the same time. This is called "BUYER'S CHOICE" and is to accommodate buyers who have an interest in more than one property and/or have 2nd and 3rd choices if they are out bid for a favorite property. Upon winning the bid, please choose which property, or properties, you want. You pay the high bid price for each property selected. Each sale is final and stands alone. Remaining properties are then offered in another round of bidding. Anyone may bid at any time, including prior High Bidders.

Williams & Williams and the Seller expressly disclaim any liability for errors, omissions or changes regarding any information provided for these sales. Please read the Contract and Auction Day Notes for a full and complete understanding of Williams & Williams and Seller's disclaimers. Bidders are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are expressly advised to not rely on any representations made by the Seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

## DISCLOSURES

- All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale.
- Escrow. Buyer acknowledges receipt of Joint Escrow Instructions (Addendum A) that amends escrow procedures for Buyer's down payment funds.
- Buyer acknowledges receipt of document titled "Personal Property List". Items on this list will convey to Buyer with the real estate. Additional Personal Property remaining on site at time of Closing is the responsibility of the Buyer.
- Deed Restriction Disclosure. Buyer understands that Seller will convey a warranty deed to the Property that includes use restrictions. Buyer acknowledges receipt of deed restriction document titled "Declaration of Restrictions" and agrees to accept the conveyance document that includes the terms, conditions and restrictions set forth therein.
- Homeowners' Association Disclosure: **BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED, RECEIVED, AND READ THE DISCLOSURE SUMMARY BELOW AS REQUIRED BY SECTION 720.401 MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

### DISCLOSURE SUMMARY FOR Lido Isle.

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$1,706.69 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.
- Notice regarding gas and hazardous liquid transmission pipelines. This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.