

5088 Lake Catalina Dr. #C Boca Raton, Florida 33496

CALL FOR OFFERS!!

THE POLO CLUB – CATALINA ACCEPTING OFFERS NOW!!

Property Address:

5088 Lake Catalina Dr. #C
Boca Raton, FL 33496

- Seller will consider offers between \$140,000 and \$200,000
- For parameters of this offering, view the Terms & Conditions

**ACCEPTING
OFFERS NOW!!**



**PRIVATE ALCOVE PATIO
WITH PANORAMIC
VIEWS OF THE FAIRWAY!!**

**RARE
OPPORTUNITY!!**



Contact Information:

**Manny Gutierrez at
561-352-9406 or email
manny@defalco.com**

CALL FOR OFFERS - OFFERS BETWEEN \$140,000 TO \$200,000 WILL BE COSIDERED!!

The Polo Club, a premiere private golf club, tennis club and resort residential community. This lovely condo is situated over-looking a panoramic view of the fairway from your spacious patio. With over 2,100 total square feet, this beautiful 3 bedroom 2 bath comes with a upgraded kitchen and bathrooms. The Polo Club provides Championship Golf Courses, tennis, a 35,000 square foot, world-class spa and fitness center and a myriad of social and dining activities.



**PUBLIC PRICING® OPPORTUNITY
EXCLUSIVE LISTING – PROPERTY BROCHURE**

Florida License: #AB1446 / Auctioneer: #AU1986 / Broker: #BK3003661

TERMS AND CONDITIONS OF THIS PUBLIC PRICING® OPPORTUNITY
This is a Public Pricing® Opportunity – CALL FOR OFFERS

1. This property is being sold through a Public Pricing® Opportunity with a **“Call for Offers”**. The parameters for this Public Pricing® opportunity will be:
 - A. The Seller will consider all offers between **\$140,000 and \$200,000**.
 - B. Buyers should consider the Purchase and Sale Agreement attached but are not required to use.
 - C. The Seller reserves the right to accept, reject or counter the offers.
 - D. No one is bound by any agreements whatsoever until a “Purchase Agreement” is agreed to and signed by all parties.
 - E. Offers are being accepted now.
 - F. Offers should be emailed to manny@defalco.com or faxed to 561-391-3911.
2. The property is listed with DeFalco Real Estate Group, Boca Raton Florida. The Owner will decide which potential new owners to work with. The decision by the Owner on which potential new owners to work with will be based on many factors-NOT JUST PRICE.
3. Potential new owners may conduct their own inspection and due diligence prior to submitting an offer. The seller will cooperate in the due diligence process, any and all cost of inspections will be the sole responsibility of the potential new owner.
4. The broker, DeFalco Real Estate Group, is a transaction broker and not the agent of the seller or prospective new owners. All information is believed accurate but is not guaranteed. Potential new owners must rely upon their own due diligence. All parties agree to hold harmless the broker against any and all claims whatsoever. Purchasing real estate is a legal transaction and if not fully understood, buyer should seek legal counsel.
5. These terms and conditions may be changed or modified at any time by being published on www.publicpricing.com. Information contained in the brochure, newspaper advertising, TV advertising, web site, or any other forms of media outlets, or provided by staff members is believed to be correct but is not guaranteed, all measurements stated; square footage, or similar information should be verified to the potential new owner’s satisfaction.
6. For Property Previews or any and all inspections that may be desired by potential new owners, **please contact Manny Gutierrez at 561-352-9406 for additional information.**

Potential new owners Initials _____ Date: _____

Print Names: _____

Print Names: _____

PURCHASE AND SALE AGREEMENT

Parties: **Harvey S. Wachman, Trust** (“Seller”) and _____ (“Buyer”) hereby agree that Seller shall sell and Buyer shall buy under the terms and conditions herein the property described as: 5088 Lake Catalina, Dr. #C Boca Raton, FL 33496, Parcel ID: 00-42-46-35-20-000-6612 Legal Description: CATALINA AT THE POLO CLUB CONUNIT 66L (the “Property”)

Purchase Price: \$ _____
Deposit: THIS DEPOSIT IS DUE AND PAYABLE TO **DEFALCO REAL ESTATE GROUP ESCROW** ____% of Purchase Price \$ _____
Balance due at closing:\$ _____

- A.** This is a cash transaction with no contingencies for financing. All deposits referenced herein shall be released to the Seller if Buyer does not close by the Closing Date, except under the provisions of Paragraph B.
- B.** The Property is sold subject to clear title. It is the Buyer’s responsibility to choose a Title Company and notify Seller and Broker of same within 5 days from execution of this agreement. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. If the title is found to be defective, Buyer shall notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 days period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent efforts to correct defect(s) within the time period provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all obligations under this Agreement.
- C.** Buyer shall pay and be responsible for all title and closing costs. This is including, but not limited to, title insurance, attorney’s fees and expenses, all costs associated with Buyer’s mortgage, endorsements, recording charges and taxes. Buyer will pay any and all documentary and tax stamps, notwithstanding the customary practice wherein the Property is located.
- D.** The Parties acknowledge and agree that Buyer is taking the Property in **AS-IS CONDITION**. It is the Buyer’s responsibility to satisfy themselves with inspections and the condition of the home prior to signing the Purchase and Sale Agreement. Buyer hereby waives any and all claims against the Property. Seller and/or Broker extend and intend no warranty and make no representations of any type, either express or implied, as to the physical condition or history of the Property.
- E.** Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee, or agent involved in the Property or this Agreement, for any defects or other damage that may exist at Closing of the Agreement and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Seller.
- F.** Buyer must rely on their examination and evaluation of the Property. All information contained in any marketing materials is believed to be correct, but is not guaranteed. Buyer hereby releases, remises, acquits, satisfies and forever discharges Broker or any of its agents from any and all claims, actions, suits, and demands whatsoever, in law or in equity, related to the Property or this Agreement.
- G.** Closing shall be held on or before **30 days from effective date**, or on such other date agreed to by Buyer and Seller in writing, in the county wherein the Property is located at the office of the attorney or other closing agent designated by the Buyer. The effective date is the date that the last party has signed this Agreement.
- H.** Time is of the essence in the performance of this Agreement and all terms and conditions herein.
- I.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Florida and the Parties agree that venue shall lie in Palm Beach County, Florida. In any legal action to enforce, interpret or challenge the enforceability of this Agreement, the parties agree that the prevailing party shall be entitled to its reasonable attorney’s fees, court costs, and all other costs of litigation through appeal.

SPECIAL TERMS: The required HOA disclosure and the Terms and Conditions are attached as an addendum to this agreement.

IN WITNESS WHEREOF, the Parties acknowledge and agree to the terms of this Purchase and Sale Agreement and have hereunto set their hands and seals as of the date herein.

SELLER: Harvey S. Wachman, Trust _____ **DATE**

BUYER: _____ **DATE**

List Price: \$ 140,000

Residential Full Report



MLS#: R3344295 St: **New**
Area: 4650 GEOArea: PB03
Address: 5088 Lake Catalina Dr # C
City: Boca Raton
County: Palm Beach

Type: RES Rang.P:\$200,000
Sub Type: C Orig. LP:\$ 140,000
Zip Code: 33496 - 2467
Zoning: RES

Tax ID (Realist): 00424635200006612
Legal: Catalina At Polo Club Condo Lot: Blk.:

Subdivision: POLO CLUB / CATALINA Front Exp: E
Development: POLO CLUB Garage: 1.0
Model Name: Carport:
Lot Size: Priv Pool: N
Waterfront: N WTR Frontage: **Multi Offers Accptd:**
Dock#: Parking Space:
Virtual Tour:

Short Sale: N Short Sale Add: **Hrdshp Pack:** REO: N

Living Rm: 28 x 15 Den: Master BR: 17 x 13 Liv SqFt: 1,837 BR: 3
Kitchen: 13 x 10 Family Rm: Bedroom 2: 11 x 11 Tot SqFt: 2,100 FB: 2
Dining Rm: Florida Rm: Bedroom 3: 13 x 10 Guest Hse: HB: 0
Dining Ar: Patio/Balc: Bedroom 4: Yr Built: 1989/ **FANS:**
Utility: Porch: Bedroom 5: Pool Size: Pets: R

Bldg#: Unit Flr#: Land Lease: Mobile Home Size:
Floors/Bldg: 1 Rec Lease: Decal#:
Units/Bldg: 4 Min Days/Leases: Serial#:
Units/Complex: Lease Times/Yr: Brand Name:
Governing Bodies: CONDO Application Fee: \$150 Tax Year/Amt: 2011/ \$2223
HOA: M/ \$1,000 / QTR Mbrshp Equity: \$555000 Spec Asmt: N
Dir: MILITARY TRAIL NORTH OF CLINT MOORE RD TO POLO CLUB ENTRANCE
LO: 606589 DeFalco Real Estate Group 561-922-9727 X: Fx: 561-391-3911
LA: 20019228 Manny Gutierrez 561-352-9406 Cell Phone: 561-352-9406
CLO: LD: 02/07/13
CLA: XD: 08/31/13

Compensation: NonRep: 2.5% Buyer Agt: 2.5% Trans Brk: 2.5% Bonus:
LA E-mail: manny@defalco.com Dual/Var Rate: Y List Type: ER
Owner: WITHHELD Owner Phone: List Off Agency: TRANBK
Public Pricing Opportunity-CALL FOR OFFERS!! SELLER WILL CONSIDER OFFERS BETWEEN \$140,000 TO \$200,000. OFFERS DUE NOW!! SEE ATTACHED TERMS AND
CONDITIONS- READ TERMS & CONDITIONS BEFORE CALLING!! CALL MANNY GUTIERREZ FOR DETAILS 561-352-9406. THE POLO CLUB HAS A MANDATORY
MEMBERSHIP!! Public: Public Pricing Opportunity-CALL FOR OFFERS!! SELLER WILL CONSIDER OFFERS BETWEEN \$140,000 TO \$200,000. OFFERS DUE NOW!! SEE
ATTACHED TERMS AND CONDITIONS- READ TERMS & CONDITIONS BEFORE CALLING!! THE POLO CLUB REQUIRES AN EQUITY MEMBERSHIP!!

Design: LT 4 FLOORS, View: GOLF
Const: CBS WtrFrnt: NONE
Unt Desc: CORNER, ON GOLF CRSE Secur: BURG ALARM, GATE-MANNED, SEC PATROL
Roof: S-TILE Mmbrsh: CLUB MEM REQ, GOLF EQ AVL, TEN MEM AVL
Floors: CARPET, CERAMIC TILE, WOOD Cool: CENTRAL, ELECTRIC
Frnsh: UNFURNISHED Heat: CENTRAL, ELECTRIC
Dining: DIN-LIV, EAT IN KITCH Utilities: PUBLIC WATER, PUBLIC SEWER, CABLE UNDERGROUND
Gst Hse:

MBR/MBath: SEPSHOWER, SEPBATH, MST BR GRND , DUAL SINKS Boat Service:
Rooms: NONE Restrctn BUYER APPRV, LSE OK W/RST
Window/Trmts: Spec Info:

FeelIncl: COMMON AREA, MAINT-EXTR, LAWN CARE PEST CONTROL TRASH REMOVL SECURITY CABLE INSUR-BLDG

Equip/Appl: WASHER, DRYER, REFRIGERATOR, RANGE, DISHWASHER, DISPOSAL, ICE MAKER, MICROWAVE, SMOKE DETECT, FREEZER

Private Pool: None
Parking: ATT GARAGE
Lot Desc:
MH Features:
Subdv Info: POOL, GOLF COURSE, TENNIS, CLUBHOUSE, BASKETBALL, LOBBY, EXER ROOM, GAME ROOM , LIBRARY , SAUNA , SPA- HOT TUB
Interior: SPLIT BEDRMS, ROMAN TUB, WLK IN CLOS, PANTRY
Exterior: SCRND PATIO
Show: 24 HR NOTICE, CALL LA Taxes: COUNTY ONLY DOM:
Poss: AT CLOSE, FUNDING Terms:CASH, CONVENTIONAL Byr Orig: CDOM: 366
Pending Date: Closing Date: SP: Terms:

Type of Contingencies: Selling Agent:
Addenda Remarks: Selling Office:

The Polo Club, a premiere private golf club, tennis club and resort residential community. This lovely condo is situated over-looking a panoramic view of the fairway from your spacious patio. With over 2,100 total square feet, this beautiful 3 bedroom 2 bath comes with a upgraded kitchen and bathrooms. The Polo Club provides its members with two premier Championship Golf Courses, a nationally recognized tennis facility with 29 Har-Tru courts, a 35,000 square foot, world-class spa and fitness center and a myriad of social and dining activities. Social membership is mandatory which includes use of the spa & fitness area, 5 dining facilities and access to a rich social and cultural events program. Golf and tennis memberships are available and are voluntary. The Club does not have any type of minimum spending imposed on members, and Polo is a non-tipping Club. The Social membership also includes use of the new family resort complex. The new multi-million dollar outdoor entertainment complex has an open air restaurant - Barefoot Café - a gradual entrance pool, a kids wet play area and children's activity center with games for kids of all ages. New locker room facilities and a multi-purpose room complete the state-of-the-art complex. It really is a good time to call The Polo Club home!!