



Auction

1030 E Highway 98- Unit 40
Destin, FL 32541

Preview Dates:

April 5 & 6 1-4pm | April 12 & 13 1-4pm

Bidding opens April 6, 2025

Bidding ends April 16, 2025 at 12pm CT



For more information and to
register for the Auction:

Contact Chris Camp for showings:

850.502.7879

Chris@LEAuctions.com

Brokers welcomed and protected-
contact Chris to register a buyer.

www.LuxuryEstatesAuctionCompany.com

1030 E Highway 98– Unit 40, Destin, FL 32541

Property Description

Gulf-Front 2-Story Condo Auction – 2BR/2.5BA with Breathtaking Views!

Don't miss this rare opportunity to bid on a stunning 2-bedroom, 2.5-bathroom two-story Gulf-front condominium in a prime beachfront location! Offering expansive Gulf views, direct beach access, and resort-style amenities, this property is perfect for investors, vacation homeowners, or full-time coastal living.

Wake up to the sound of waves and panoramic Gulf views in this luxurious 2-bedroom, 2.5-bathroom, 2-story condo! Located directly on the beach, this beautifully designed residence offers an open-concept living space, floor-to-ceiling windows, and two private balconies overlooking the sparkling turquoise waters.

The spacious primary suite features Gulf views, a spa-like ensuite bath, and ample closet space. A second bedroom with an en-suite bath ensures comfort and privacy for guests. An additional half bathroom adds convenience.

Enjoy a modern kitchen with granite countertops, stainless steel appliances, and a breakfast bar perfect for entertaining. Resort-style amenities include a beachfront pool and private beach access.

Property Highlights:

- Two-story layout with spacious, open-concept living areas
- Floor-to-ceiling windows showcasing panoramic Gulf views
- Private balconies to enjoy sunsets over the water
- Modern kitchen with granite countertops & stainless steel appliances
- Primary suite with en-suite bath & breathtaking water views
- Guest suite with private bath for ultimate comfort
- Additional half bath on the main level for convenience
- Resort-style amenities including a beachfront pool & private beach access

This is your chance to own a piece of paradise at auction! Don't wait—place your bid today and secure this incredible Gulf-front retreat! Contact us for auction details and viewing opportunities.

1030 E Highway 98– Unit 40, Destin, FL 32541

Updates and Special Assessment Information

HVAC	2019
Microwave	2019
Flooring	2020
Cooking Range	2021
Smoothed Ceilings	2022
Paint	2022

HOA Monthly Dues	\$1,250
Average Electric	\$350
Annual Taxes- 2024	\$6,358.28

*Water, Sewer, Trash, Cable, Internet included

The HOA maintains the community pool, beachfront area, tennis courts and the common areas and grounds.

The HOA has imposed a \$20,000 special assessment from the mandatory structural reports. The special assessment is due in full by the buyer on/before December 31, 2025.



Property Photos- Private Balconies from Both Levels





Property Photos- Main Level Kitchen





Property Photos- Main Level Kitchen





Property Photos- Main Level Formal Dining





Property Photos- Main Level Formal Dining and Living Area





Property Photos- Main Level Living Area





Property Photos- Main Level Living Area





Property Photos- Living Area and View from Main Level Private Balcony





Property Photos- Second Level Guest Bedroom





Property Photos- Main Level Guest 1/2 Bathroom and Second Level Guest Bathroom





Property Photos- Second Level Master Bedroom





Property Photos- Second Level Laundry and Master En-Suite



Property Features

Room Name	Level	Dimensions	Year Built: 1973
Master Bedroom	Second	15' x 12'	Units in Building: 98 Units
Bedroom	Second	15' x 9'	Total Stories in Building: 5 Stories
Living Room	Main	21' x 15'	Total Stories in Unit: 2 Stories
Dining	Main	10' x 9'	Square Footage: 1,500
Guest Bathroom	Main		



Construction/Siding: Concrete; Roof Metal; Stucco

Project Facilities: BBQ Pit/Grill; Beach; Deed Access; Elevators; Game Room; Gated Community; Laundry; Picnic Area; Pool; Separate Storage; Tennis; TV Cable; Waterfront

Exterior: Balcony; Pool - Heated; Tennis Court

Interior: Breakfast Bar; Floor Laminate; Furnished - All; Owner's Closet; Washer/Dryer Hookup; Wet Bar; Window Treatment All

Appliances: Dishwasher; Disposal; Dryer; Microwave; Refrigerator W/IceMk; Smooth Stovetop Rnge; Stove/Oven Electric; Washer

Utilities: Electric; Public Sewer; Public Water; TV Cable

Energy: AC - Central Elect; Ceiling Fans; Water Heater - Elect

Aerial Map



Terms and Conditions

Inspection

All inspections must be done prior to the auction date. Please see website for PREVIEW Dates.

No Contingencies

All auction properties are sold in “as is” condition. No purchase may be contingent on financing or any other contingencies. Potential buyers are given ample time to inspect properties prior to auction.

Terms and conditions are preset and non-negotiable.

Buyer's Premium

A buyer's premium of ten percent (10%) will be added to the high bid to determine the total price to be paid.

Sales Contract

Once the auction is closed, the winning bidder will be required to sign the Sales Contract via email. The total Purchase Price will be the high bid plus the Buyer's Premium. A non-refundable Bid Deposit must accompany the Sales Contract to make the contract binding.

Bid Deposit: 10% of Bid Amount

Bid Deposits will be accepted in the form of a bank wire to LEAC Escrow Account.

Closing

Once the successful bidder has signed the sales contract and paid the Bid Deposit, then the remaining purchase price must be paid by wired funds at closing. The closing shall take place not later than thirty (30) days after the auction as per the sale contract.

Broker Participation

All licensed real estate brokers are encouraged to participate by bringing your buyers to the auction. A commission will be paid to the licensed and qualified broker whose properly registered buyer is the successful bidder at the auction, and whose buyer purchases the property. Brokers must register their prospective buyer on the required Broker Participation Form (completely filled out and signed). The form may be obtained by calling 850-460-8877. This form must be submitted to Luxury Estates Auction no later than 24 hours prior to the Auction.

Bidder Registration

In order for us to have enough time to conduct authorizations, it is encouraged that your register and bid early. Waiting until the last minute to register and or become comfortable with the system could negatively affect your bidding. We encourage you to register at least 24 hours in advance of the auction.

In order to better serve our customers, all bidders must provide their name, address, daytime phone number or cell number, credit card information and email address at which they can be contacted. This is to insure good communication between LEAC, and if complete verification is not possible, LEAC may reject the registration, and bidding activity will be terminated.

Terms and Conditions

Bidding Procedures

The bidding software will notify bidders by email when they have been outbid. Bidders may also find out if they have been outbid by refreshing the individual lot information or the entire screen. Due to varying internet connections speed, please place a maximum or "MAX" bid or constantly monitor the auction at close of bidding. Email notifications can be delayed. If you win you will be notified by email. It is recommended that you watch the auction at the extended bidding time session to make sure you are the high bidder.

By placing a bid, you acknowledge that your bid is a legally binding offer to purchase the item property being auctioned. Times shall be of the essence. LEAC reserves the right to update, lower bids, withdraw bids or re-catalog items in this auction. Winning high bidders are notified by email when all items in the auction have closed. Bidders are responsible for checking their email to receive notification that they have won a lot(s). Auction company employees and/or Auction Company may bid on auction for absentee bidders or at the direction of interested and approved bidders who refuse to create an online account but desire to bid at the auction.

This auction features EXTENDED BIDDING. Any lot that receives a bid within 5 minutes of its Scheduled Closing Time will automatically have the clock extended on that lot for an addition 5 minutes and that lot shall remain open for bids past its normal close. The extension provision for that lot will continue until there is no additional bidding for 5 minutes.

Maximum or "MAX" Bids

Internet bidders who desire to make certain their bids are acknowledged should use the internet bidding feature and leave their maximum bid. When you bid your max, the current bid price does not automatically go to your max bid. There must be another bid to increase the current price and the computer will automatically bid up to your max in the preset bid increments. Max bids are taken in the order of date and time placed.

Browser Information

Google Chrome and Mozilla Firefox is the preferred Internet Browser for our bidding platforms. Because Microsoft is phasing out support for Internet Explorer 8, 9 and 10, bidders are more likely to have issues with Internet Explorer when using our website.

Technical Issues

TECHNICAL SOFTWARE ISSUES: NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR THE AUCTION COMPANY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. MRA is providing online bidding as a service to Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against MRA or anyone else if the internet service fails to work correctly. MRA will not be responsible for any missed bids from any source.

Terms and Conditions

Disclaimer

Announcements made at the auction supersede all printed material. All information included herein was derived from sources believed to be correct but is not guaranteed.

Governing Law

These Bidder Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes and other matters between the parties shall be brought in the state or federal courts sitting in and for Shelby County, Tennessee, which courts shall have exclusive jurisdiction, and shall be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number, each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, shall be brought in the state or federal courts sitting in and for Shelby County, Tennessee, (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action, (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of forum non conveniens.

Sample Contract



1. Sale and Purchase Contract:

 ("Seller") and _____
 ("Buyer")

Effective on the date affixed to the signatures below, the undersigned seller ("Seller") offered to sell and the undersigned buyer ("Buyer") accepted all terms as offered by Seller, including that Buyer agrees to pay a non-refundable Buyer's Premium of ten percent (10%) of the bid price ("Bid Deposit") to a title insurance company of LEAC's choosing (the "Escrow Agent"), which is included as a part of the purchase price. The Bid Deposit upon closing of the sale and title transfer pursuant to this sales contract, pay to LEAC an amount equal to 10% of the bid price (the "Buyer's Premium"). Seller agrees to sell and convey to Buyer the following described real estate (the "Property"):

Address: _____

Parcel ID: _____

Legal Description: **AS SET FORTH IN THE TITLE INSURANCE COMMITMENT**
Interest being sold: **Insurable Fee Simple or Leasehold, subject to those exclusions and exceptions as set forth in the title insurance commitment.**

2. Purchase Price Computation:	Bid Amount	\$ _____
	Deposit/Buyer's Premium	\$ _____
	Equals Purchase Price	\$ _____
	Minus Deposit Received	\$ _____
	Equals Balance Due	\$ _____

(Balance due at closing in cash or certified or cashier's check.)

3. Closing: Shall be on or before _____ at the offices of _____.

4. Possession: Shall be given at closing.

5. No Contingencies: Buyer is buying this property with no contingencies whatsoever except those as provided in this contract relating to an insurable title to be provided by Seller to the Buyer at closing. Buyer's obligation to close shall not be subject to any financing contingency. Buyer reserves the right to obtain a loan. Failure to close due to lack of funds shall be considered a default by Buyer.

6. Closing Costs: All real estate taxes and maintenance fees/association dues for the current year and rents, if any, shall be prorated as of the date of closing. Each party shall pay its respective attorney fees.

7. Seller's Duties. Seller shall convey insurable title by statutory warranty deed ("Deed") or assignment of leasehold interest (if applicable), subject to all items as listed in the title insurance commitment, and all restrictions, easements, and covenants of record and subject to any zoning ordinances, regulations and laws of governmental authorities, which buyer has independently investigated. Seller shall be responsible at Seller's cost for supplying all items listed on Schedule BI (Requirements to Insure) that apply to Seller, upon request of the Buyer or title insurer. Seller shall pay any unpaid taxes or governmental or association assessments for prior years and up to and including the date of closing.

8. Buyer's Duties. Buyer shall pay for preparation of the Deed, the title insurance commitment, the recording fee and transfer tax on the Deed, title insurance premiums, survey, all costs and expenses relative to any loan facilitating the purchase of the Property and additional charges of the closing agent. If Buyer elects to obtain title insurance, then Buyer shall be responsible for meeting all Schedule BI (Requirements to Insure) applicable to Buyer as required by the title insurer. Buyer acknowledges that has searched and examined the title to the property.

Sample Contract

9. Breach: Buyer and Seller explicitly covenant one with the other to relate to one another, in all matters concerning this Contract, in good faith and with fair dealing. If Seller breaches this contract, Buyer shall have all legal rights and remedies available under Florida law against Seller, including but not limited to reimbursement for the payment of the Buyer's Premium. If Buyer breaches this Contract, Seller shall have all legal rights and remedies available under Florida law against Buyer, including but not limited to a right to void this Contract and sell the Property as soon as possible to another buyer. Should any party to this Contract bring an action against any other party to enforce any claim hereunder, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney fees. The term "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted, provided such ruling becomes final (meaning appellate review has been exhausted or waived or the time has passed). The parties agree that legal jurisdiction over matters relating to this contract shall be in the State of Florida and the county in which the Property is located.

10. DISCLAIMERS: THE PROPERTY SHALL BE CONVEYED AND ACCEPTED IN "AS IS-WHERE IS WITH ALL FAULTS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER SELLER, NOR SELLER'S AGENT, NOR LUXURY ESTATES AUCTION COMPANY, HAS OR WILL MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATIONS TO THE HABITABILITY, DESIGN, QUALITY, MERCHANTABILITY, CONDITION, ENVIRONMENTAL STATUS, MATTERS OF SURVEY OR FITNESS FOR ANY PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Except for the warranties and representations expressly set forth in this Contract, Buyer is relying solely on its own expertise and information. Buyer has conducted such investigations and inspections of the Property as it deemed necessary and/or appropriate and shall rely upon the same. Neither Luxury Estates Auction Company nor the Seller warrants the transfer of any personal property that may have been associated with the real property being transferred under this contract.

11. Auction Fees and Waiver: Buyer and Seller acknowledge that Luxury Estates Auction Company has acted solely as a Seller's agent in this transaction and Buyer agrees that Buyer's payment of a Buyer's Premium to Luxury Estates Auction Company is being paid as consideration for the benefit of Seller and not for any services rendered to Buyer by Luxury Estates Auction Company under this Contract. Seller acknowledges and agrees that upon the execution of this contract that Luxury Estates Auction Company has fulfilled all conditions precedent to earn an auction fee per Seller's Listing Agreement with Luxury Estates Auction Company and that payment is due upon the closing of this transaction. Buyer and Seller agree that in the event of any dispute or claims arising out of this contract that the Buyer's Premium is not refundable. **BUYER AND SELLER HEREBY RELEASE LUXURY ESTATES AUCTION COMPANY FROM ANY CLAIMS ARISING BETWEEN THEM AND HOLD LUXURY ESTATES AUCTION COMPANY HARMLESS THEREFORE, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR REFUND OR REIMBURSEMENT OF THE BUYER'S PREMIUM.**

If Buyer or Seller breaches this Agreement, the breaching party(ies) shall be liable to Luxury Estates Auction Company for the payment of the Buyer's Premium. Therefore, Buyer and Seller agree and covenant that Luxury Estates Auction Company may enforce Paragraph 11 through all lawful process against the party or parties breaching this Contract. Should Luxury Estates Auction Company bring an action against any other party to enforce payment of the Buyer's Premium, the prevailing party or parties to the action shall be entitled to recover all costs of said action including reasonable attorney fees. The term "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted, provided such ruling becomes final (meaning appellate review has been exhausted or waived or the time has passed). The parties agree that legal jurisdiction and venue over matters relating to this paragraph shall be in the State of Florida and the county in which the Property is located.

12. Riders: The following Riders shall apply and be attached and made a part of this contract as if set forth in full herein:
 Florida Disclosures & Waivers New Condominium Prospectus Homeowner's Association
 Other _____

13. Miscellaneous Provisions. This Contract contains the entire agreement of the parties relating to the subject matter hereof and shall not be changed except by their written consent and shall be binding on the parties' successors and assigns. The various paragraphs and provisions of this Agreement are declared severable, and should any one be invalid, the remainder of this Agreement shall remain in full force and effect. **TIME IS OF THE ESSENCE IN THIS CONTRACT OF THE RESPECTIVE OBLIGATIONS OF THE PARTIES HERETO.**

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Effective Contract Date: _____

By: _____
Agent, Luxury Estates Auction Company

Deposit Received by Luxury Estates Auction Company

Cashier's Check(s): \$ _____

Personal Check(s): \$ _____

Sample Contract

**REAL ESTATE SALES CONTRACT
LUXURY ESTATES AUCTION COMPANY, LLC
4507 FURLING LN, STE 113, DESTIN, FL 32541
(850) 460-8877 Fax (813) 436-5175**

**FLORIDA RIDER
DISCLOSURES AND WAIVERS**

Buyer: _____

Seller: _____

Property Address: _____

Coastal Properties: Florida Statutes §161.57 requires that buyers of interests in real property located in coast areas that are partially or totally seaward of the coastal construction control line ("CCCL") (as defined in F.S. 161.053) are fully apprised of the character of the regulation of the real property in such coastal areas and that such lands are subject to frequent and severe fluctuations. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. Buyer waives any right to require the Seller to provide an affidavit or survey delineating the location of the CCCL on the Property and waives all rescission rights based upon an allegation that Seller has failed to comply with this law. Buyer acknowledges receipt of the following website where Buyer has been given the opportunity to read about and view actual photographs of the CCCL along Florida's coastal properties: www.bcs.dep.state.fl.us/rcmd/

Condominium Units (Seller is not a Developer): THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED THE FOLLOWING DOCUMENTS MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

- A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM,
- ARTICLES OF INCORPORATION OF THE ASSOCIATION,
- BYLAWS AND RULES OF THE ASSOCIATION, AND
- A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND
- FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT.

Condominium Units (Seller is a Developer): Buyer hereby acknowledges having received a complete copy of a Prospectus or Offering Circular and has executed a separate document entitled "Receipt of Condominium Documents" and had the opportunity to review same with Buyer's attorney for more than fifteen (15) calendar days prior to the execution of this contract.

Construction: Buyer acknowledges and agrees that Seller has not agreed to construct, design, restore, repair, reconstruct or to perform any work of any kind on the Property either verbally or in writing either prior to or subsequent to the execution of the Contract.

Deposits: Pursuant to Florida Statute 501.1375, the buyer of a one-family or two-family residential dwelling unit has the right to have all deposit funds (up to 10 percent of the purchase price) deposited in an escrow account. This right may be waived, in writing, by the Buyer. Buyer waives escrow of any funds deposited by Buyer, including but not limited to consideration to Seller, partial payment against purchase price or as a Buyer's Premium.

Energy Performance: Florida Statutes §553.996 requires that all buyers of a building for occupancy in Florida shall be provided with a brochure notifying them of an option to get an energy-efficiency rating on the building. The brochure is distributed at no cost by the Florida Department of Community Affairs and is available on the internet to the public at no charge at <http://www.dca.state.fl.us/fbc/committees/energy/EnergyBrochure-110602.pdf>. Buyer agrees that Buyer has received the brochure and has either had the opportunity to get an efficiency rating or waives the option of getting one.

Mold and mildew is naturally occurring and may cause health risks or damage to property. Seller makes no representations regarding mold or mildew on the Property. If Buyer is concerned or desires additional information regarding mold and mildew, Buyer should contact an appropriate professional. Buyer has had the opportunity to conduct mold and mildew testing on the Property prior to auction and waives any claims for damages or rights to rescission based upon the presence of mold or mildew.

Property Taxes: 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.

Radon Gas: Florida Statute §404.056(5) requires that the buyer of any building in Florida receive the following notice: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.