

REAL ESTATE AUCTION!



VILLA SERENIDAD STUNNING OCEAN VIEWS

luxurygroupauctions.com

30 Calle Oliva Villa Serenidad South Shore
PUERTO VALLARTA



View 1-4pm Fri Aug 27 & Sept 10 or call
800.801.8003 for a private showing
(Dial 001.880.801.8003 from Mexico)

Auctions Friday September 24
12pm PDT / 1pm MDT / 2pm CDT / 3pm EDT
Bid on site or online at auctionnetwork.com



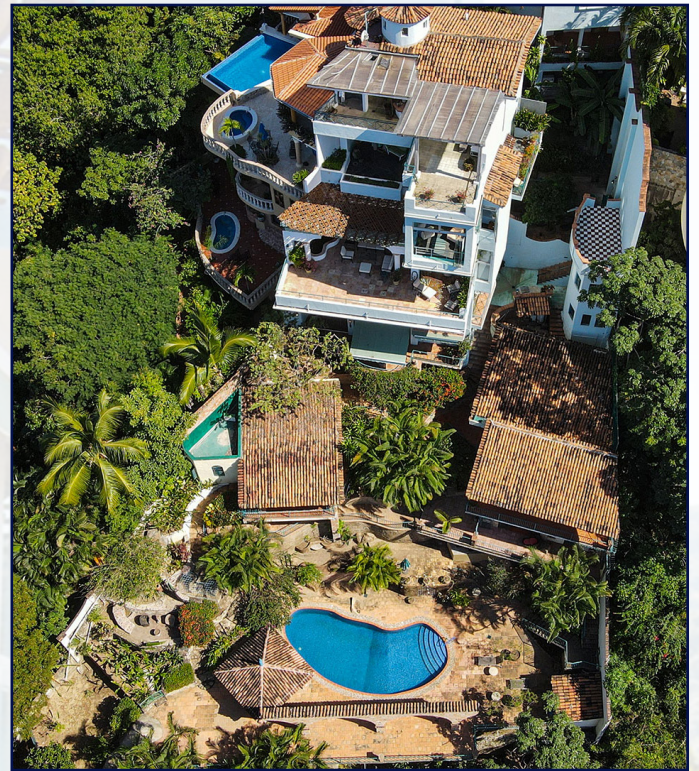
LUXURY GROUP
AUCTIONS™

A Division of Williams & Williams Worldwide Real Estate Auction



RESORT-STYLE SETTING

Coming to auction this September is one of the most luxurious hillside homes in Puerto Vallarta in the gated community of Mismayola. Unbeatable 270-degree views of Banderas Bay and immersed in a luscious jungle surrounding, Villa Serenidad is located just south of the islets of Los Arcos.



270° BAY VIEWS

Featuring towering 15-foot ceilings and floor to ceiling glass walls that drench the interior with light while providing natural ocean breezes throughout the Villa. All 5 floors have elevator access making the home accessible to everyone.

The top floor is completely open air providing unrivaled and unobstructed views of Banderas Bay. Enjoy picturesque sunsets or watch the return of calving humpback whales.



Whether you want to make this property your forever home, B&B/Hotel, or both...

Villa Serenidad is waiting for you.



THREE CASITAS

Each of the 3 bedrooms have an en-suite bathroom and also features 3 full casitas, with full bathrooms, with access to the professionally landscaped gardens and grand terrace.

Each casita has its own unique features and stunning views to take advantage of the breathtaking mountainside setting. A large heated pool and stone pergola provide million-dollar views while letting you relax in privacy.



LUXURY AMENITIES

- All furniture will convey with the sale
- High bidder shall have first chance at purchasing additional personal property items and some select art pieces
- Wet bar
- Fountain
- Maid Quarters
- BBQ Area
- Outdoor Shower
- Gated Community with guards
- Security Cameras
- Easy access to multiple methods of transportation ready to whisk you away to nearby restaurants, water excursions, scuba diving, shopping, and more





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 - whichever 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 should 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 the Joint Escrow Instructions – Addendum A that modifies the Contract for Sale to provide for a designated Escrow Agent to hold down payment funds. Buyer and Seller agree that the Escrow funds may be held in a trust/escrow account located outside of the state where the Property is located.
- The high bid and Buyer's Premium will be in United States Dollars. Amounts estimated for closing costs and filing fee for the Mexican Bank Trust (if necessary) on our website and in promotional materials are given in United States Dollars. Any costs associated with the transfer of currency are the responsibility of the Bidder. The exchange rate as of the date of Closing will apply.
- Mexican law prohibits foreign nationals from holding direct title to real property within 31 miles of the coast or 62 miles of the border. If the high bidder is a foreign national, title will be placed in a Mexican Bank Trust with the high bidder as the beneficiary AT THE HIGH BIDDER'S COST. Bidder acknowledges that Bidder has satisfied themselves as to the requirements and Bidder acknowledges and agrees to cooperate as necessary to effectuate the transfer. For more information please contact us.
- Other than the furniture, Personal Property Not Included. Only title to the real estate is being conveyed. Personal property may be present, but is not included in the auction. Removal of personal property remaining on site at the time of closing is the responsibility of the Buyer.
- Association Disclosure. Buyer acknowledges and understands that property is bound by the assessments and restrictions of a condo/home/property owners association, and Buyer agrees to be bound by same. Buyer agrees to assume any special assessments that may be payable in installments that are not yet due. Dues are approximately \$6,000 pesos per month and are subject to change.