

**Prepared By/Return to:**

John J. Campione, Esq.  
Campione, Campione & Leonard, P.A.  
4445 N. Hwy. A1A, Ste. 110  
Vero Beach, Florida 32963  
File No.: 18-395.v  
Will Call No: 21

Parcel ID #: 32-40-18-00016-0000-00029.0

---

## Warranty Deed

This Warranty Deed made this 9 day of October, 2018, between **Timothy H. McCoy** ("Grantor"), whose address is 85 Seaport Blvd # PH1601, Boston, MA 02210 and **Carolyn B. McCoy, Trustee of the Carolyn B. McCoy Revocable Trust dated July 19, 2018** ("Grantee"), whose address is 10 Lanark Road, Wellesley Hills, MA 02248.

For and in consideration of the sum of Ten & 00/100's Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever that certain land located in Indian River County, Florida, further described in as:

**Private Dwelling Unit No. 29 of Fourth South Village Golf Cottage, a Condominium,  
according to the Declaration of Condominium recorded in O.R. Book 468, Page 952, and  
all exhibits and amendments thereof, Public Records of Indian River County, Florida**

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. \*Singular and plural are interchangeable as context requires.

Neither the Grantor nor anyone dependent on the Grantor resides on the property described above or property adjoining to the property described above, and the property does not constitute the homestead of the Grantor within the meaning of Article X of the Florida Constitution.

Grantor, Timothy H. McCoy, hereby conveys, transfers and releases to Grantee any and all rights, title, claims and interest in the above described property, and acknowledges Grantee's full compliance with and satisfaction of the terms and provisions pursuant to the divorce and separation agreement dated September 17<sup>th</sup>, 2018 entered in the divorce proceeding of Timothy H. McCoy and Carolyn B. McCoy in the Middlesex Division of the Probate and Family Court in and for Norfolk County, State of Massachusetts (Docket No. MI16D0866DR), as such settlement agreement pertains to the above described property.

This deed hereby confers on the Grantee/Trustee the power and authority to either protect, conserve and to sell, or to lease, or to mortgage, or to encumber, or otherwise to manage and dispose of the real property described herein in accordance with Section 689.073, Florida Statutes. A duly appointed Successor Trustee shall have the same aforementioned powers.

---

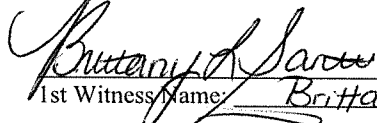
**Warranty Deed  
Page Two**

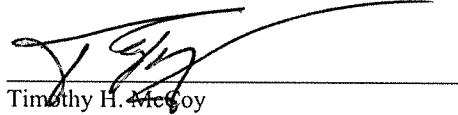
Campione, Campione & Leonard, P.A. prepared this deed at the instruction of grantor. Further, the legal description utilized herein was furnished by grantor, and the accuracy of the legal description has not been verified. No title examination of the property was made or requested in connection with the preparation of this deed. The party preparing this instrument assumes no liability for the state of title or the accuracy of the legal description.

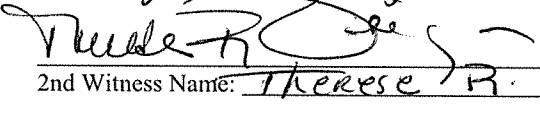
**Subject to taxes for the year 2018 and subsequent years and easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.**

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
1st Witness Name: Brittany L. Santos

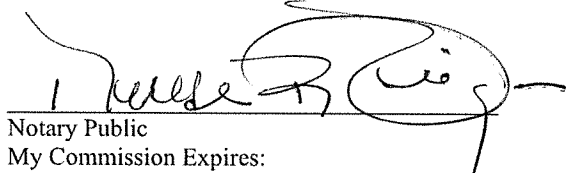
  
Timothy H. McCoy

  
2nd Witness Name: Therese R. Veiga

State of Massachusetts  
County of Suffolk

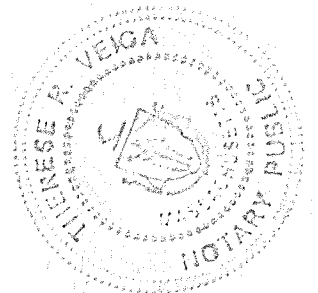
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2018, by Timothy H. McCoy, \_\_\_ who is personally known to me or \_\_\_ who has produced MDL as identification.

[Notary Seal / Stamp]

  
Notary Public  
My Commission Expires:



**THERESE R. VEIGA**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 23, 2020



**WAIVER OF RIGHT OF FIRST REFUSAL**

BE IT HEREBY KNOWN, THAT SOUTH VILLAGE HOMES CONDOMINIUM ASSOCIATION, INC. a non-profit corporation, existing under the laws of the State of Florida, hereby and herewith waives and relinquishes its right of first refusal to purchase the following described property presently owned by:

Timothy H. McCoy

which is being sold by said owner to

Carolyn B. McCoy, as Trustee of the Carolyn B. McCoy Revocable Trust dated July 19, 2018

(Property) 465 Village Lane – SV #029

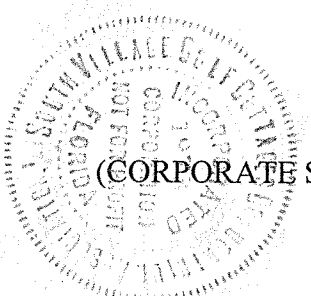
This waiver is for the sole purpose of waiving and relinquishing the aforementioned Association's right of first refusal in connection with the above mentioned proposed transaction and is not a waiver or relinquishment of its right of first refusal to purchase the above described property should anyone other than the above name proposed purchaser take title to the same or upon the subsequent sale of the property by the proposed purchaser.

IN WITNESS WHEREOF, SOUTH VILLAGE HOMES CONDOMINIUM ASSOCIATION, INC. has caused these present to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized this 17<sup>th</sup> day of October, 2018.

SOUTH VILLAGE HOMES CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
President

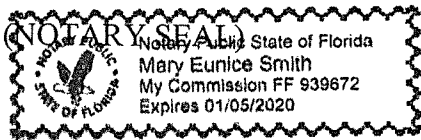
ATTEST: [Signature]  
Secretary



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this date, before me, an officer in the State and County aforesaid to take acknowledgments, personally appeared Robert Thibodeau and Jeanette Genovese well known to be the President and Secretary, respectively, of the Corporation named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly invested in them by said corporation and that the seal affixed there to is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 17<sup>th</sup> day of October, 2018.



[Signature]  
Notary Public, State of Florida at Large  
My Commission expires: 1/5/20

**WAIVER OF RIGHT OF FIRST REFUSAL**

BE IT HEREBY KNOW, that JOHN'S ISLAND PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, existing under the laws of the State of Florida, hereby and herewith waives and relinquishes its right of first refusal to purchase the following described property presently owned by:

Timothy H. McCoy

being sold by said owner to

Carolyn B. McCoy, as Trustee of the Carolyn B. McCoy Revocable Trust  
dated July 19, 2018

(Property) 465 Village Lane – SV #029

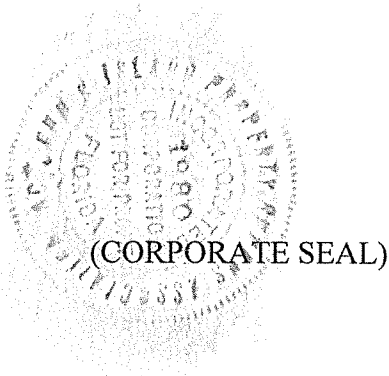
This Waiver is for the sole purpose of waiving and relinquishing the aforementioned Association's right of first refusal in connection with the above mentioned proposed transaction and is not a waiver or relinquishment of its right of first refusal to purchase the above described property should anyone other than the above named proposed purchaser take title to the same or upon the subsequent sale of the property by its proposed purchaser.

IN WITNESS WHEREOF, JOHN'S ISLAND PROPERTY OWNERS ASSOCIATION, INC. has caused these present to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized this 17<sup>th</sup> day of October, 2018.

JOHN'S ISLAND PROPERTY OWNERS ASSOCIATION, INC.

BY: Louis Hoynes  
President

ATTEST: James L. Moller  
Secretary



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared

Louis Hoynes and James L. Moller

Personally known by me to be the (  ) President and (  ) Secretary, respectively, of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed there to is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and county aforesaid this

17<sup>th</sup> day of October, 2018.

(NOTARY SEAL)

Mary Eunice Smith  
Notary Public, State of Florida at Large  
My Commission expires:

1/5/20

