

MOORE & MOORE
37 N ORANGE AVE
STE 500
ORLANDO FL 32801

HC

REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the covenants, restrictions, reservations and servitudes contained in the Declaration of Covenants, Conditions and Restrictions dated January 4, 1978 and recorded in Official Records Book 1831, at Page 593, in the Public Records of Brevard County, Florida (the "Previous Declaration"), together with all amendments thereto, have expired, as to some or all of the parcels in the community, pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act,

The Organizing Committee for Harbour Villa Townhouse Association, Inc. consisting of:

Ms. Anne Jaeger
215 Colonial Court
Satellite Beach, FL 32937
321-266-4912

Mr. Anthony J. Falco
141 Kristi Drive
Indian Harbour Beach, FL 32937
321-536-6670

Mr. Ed Williams
139 Kristi Drive
Indian Harbour Beach, FL 32937
410-371-7853

does hereby submit the covenants, conditions and restrictions, of Harbour Villa for revival pursuant to Section 720.403 et. seq., Florida Statutes hereinafter defined as the "Revived Declaration."

WHEREAS, this Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes. This Revived Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Section 720.404(3)(a), Florida Statutes.

WHEREAS, the voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

NOW, THEREFORE, the Revived Declaration hereinafter set out shall be applicable to all lots in Harbour Villa as shown on the Exhibits attached hereto and made a part hereof, being that part of Harbour Villa, as recorded in Plat Book 25, Page 6, together with the amendments recorded in Plat book 25, page 151, of the Public Records of Brevard County, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect until March 1, 2044, whereupon they shall be extended automatically for successive periods of ten years each, unless by vote of the owners of a majority of the residential parcels the same are terminated.

WHEREAS, Declarants are the owners of the real property located in Indian Harbour Beach, Brevard County, State of Florida and more particularly described as:

Lot 2 of Harbour Villa, Section 1, as recorded in Plat Book 25, Page 6 Public Records for Brevard County, Florida.

All of Lot 5, Harbour Villa, Section Two, as recorded in Plat book 25, page 151, of the Public Records of Brevard County, Florida.

All of Lot 7, Harbour Villa, Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida.

All of Lot 8, Harbour Villa, Section two, according to the plat thereof, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida.

Lots 9 and 10 of Harbour Villa, Section 2, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida.

WHEREAS, DECLARANTS, desire to subject said property to covenant, conditions, restrictions, provisions and charges hereinafter set forth, for the benefit of said property and of the present and subsequent owners thereof.

NOW THEREFORE, DECLARANTS DO HEREBY DECLARE AND IMPOSE FOR THE BENEFIT OF:

(1) Declarants, their successors and assigns; and

(2) All others hereinafter acquiring title to said lots and each of them as a general plan for the use, occupancy and improvements of said lots and each of them, those conditions, provisions, covenants, restrictions, reservations and charges hereinafter expressed, which insofar as they are made applicable to each of said lots (a) shall apply to and bind the Declarant as and while the owner of each, every and any of said lots, (b) shall insure to the benefit of not only Declarant, but also of each and every and any of said lots; (c) shall run with and be binding upon the land and (d) may be enforced not only by the Declarant, but also any future owner of each, every or any of said lots; and said lots are and each of them shall be held conveyed upon and subject to the conditions, provisions, covenants, restrictions, reservations and charges herein set forth.

Said covenants, conditions, restrictions, reservations, provisions and charges now made applicable to said lots are as follows; to wit:

ARTICLE I – DEFINITIONS

Section 1. "Association" shall mean and refer to Harbour Villa Townhouse Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance on an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Unit Lot is described as follows:

All of Lot 2, with the exception of the Unit Lots herein described and annexed hereto as Exhibit "A".

All of Lot 5, Harbour Villa, Section Two, as recorded in Plat book 25, page 151, of the Public Records of Brevard County, Florida, except the following: Commencing at the NE corner of said Lot 5, go thence S 76°33'59" W a distance of 55.15 feet; thence S 13°26'01" E a distance of 148.66 ft; thence S 76°33'59" W a distance of 83.50 ft; thence N 13°26'01" W a distance of 148.66 ft; thence N 76°33'59" E a distance of 83.50 ft. to the POB.

All of Lot 7, Harbour Villa, Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, except the following: Commencing at the Northeast corner of Lot 7, run S 77°17'54" W, a distance of 67.23 feet; thence run S 12°42'06" E, a distance of 28.66 feet, to the POB; thence run S 5°41'20" E, a distance of 148.66 feet; thence run S 84°18'40" W, a distance of 83.50 feet; thence run N 5°41'20" W, a distance of 148.66 feet; thence run N 84°18'40" E, a distance of 83.50 feet to the POB.

All of Lot 8, Harbour Villa, Section two, according to the plat thereof, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, except the following described parcel: Commence at the Southeast corner of Lot 8 and run S. 88°45'55" W, a distance of 25.00 feet; thence run N. 1°10'05" W, a distance of 83.50 feet; thence run N. 88°49'55" E., a distance of 148.66

feet; thence run S. 1°10'05"E., a distance of 83.50 feet to the Point of Beginning.

Lots 9 and 10 of Harbour Villa, Section 2, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida.

Section 5. "Unit Lot" shall mean and refer to the plots of land shown upon the survey annexed hereto and made a part hereof as Exhibit "A". Said Unit Lots being those parcels number 21 through 28, inclusive, on said survey and the legal descriptions of each said Unit Lot being annexed hereto as Exhibit "A".

Section 6. "Declarant" shall mean and refer to Harbour Villa Townhouse Association, Inc.

ARTICLE II — PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility associated upon the Common Area;

b. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Unit Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer all or any part of the common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who resided on the property.

ARTICLE III — MEMBERSHIP VOTING RIGHTS

Section 1. Every Owner of a Unit Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each Unit Lot owned. When more than one person holds an interest in any Unit Lot, all such persons shall be members. The vote for such Unit Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit Lot.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit Lot owned within the Properties, hereby covenants, and each Owner of any Unit Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- a. Annual assessments or charges;
- b. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the maintenance and improvements of the Common Areas, and of the exteriors of the homes situated upon the Properties. The Association shall be responsible for and pay all ad valorem taxes assessed against the common areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the revitalization of the declaration of covenants, the maximum annual assessment shall be \$2,520.00 per Unit Lot.

- a. From and after January 1 of the year immediately following the revitalization of the declaration of covenants, the maximum annual assessment may be increased each year, not more than five percent (5%) above the maximum assessment for the preceding year, without a vote of the membership.

- b. From and after January 1 of the year immediately following the revitalization of the declaration of covenants, the maximum annual assessment may be increased more than five percent (5%) above the maximum annual assessment for the preceding year, by a vote of

two-thirds (2/3) of all members who are voting in person or by proxy at a meeting duly called for said purpose.

c. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, provided that any such assessment shall require the assent of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for said purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of making any assessment shall be given to each member of the Association not less than thirty (30) nor more than sixty (60) days prior to the meeting, and notice of any such meeting shall be given by personal delivery or mailing, and mailing by the Association to the members thereof shall be deemed notice to such members. At the first such meeting called, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all residences and may be collected on a monthly basis.

Section 7. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Unit Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the assessments on a specified Unit Lot have been paid. A properly executed certificate of the Association as to the status of assessments on any Unit Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of six percent (6%) per year. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interests, costs and reasonable fees of any such action shall be added to the assessment. No

Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit Lot shall not affect the assessment lien. However, the sale or transfer of any Unit Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V – ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI – USE RESTRICTIONS

The use of the Properties shall be in accordance with the following provisions:

- a. No Unit Lot shall be used except for residential purposes.
- b. No structure of a temporary character, trailer, mobile home, camping trailer, tent, shack, garage, barn or other outbuilding shall be used on any Unit Lot at any time as a residence either temporarily or permanently.
- c. No noxious or offensive activity shall be carried on upon any Unit Lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
- d. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are kept within doors at all times, or kept on leash when outside, and will not be kept, bred or maintained for commercial purposes.
- e. No fence, wall, hedge or shrub planting shall be permitted unless approved by the Board of Directors of the Association or its Architectural Control Committee.

f. Easements for installation and maintenance of utilities and drainage facilities are reserved. No structure, planting or other material shall be allowed to damage or interfere with the installation and maintenance of any such utilities or flow of drainage swales in the easements. The easement areas of each Unit Lot and all improvements in such easements shall be maintained continuously by the Association, except for those improvements for which a public utility or authority is responsible.

g. Inoperable automobiles, trucks and other vehicles may not be stored on Unit Lots. Owners are prohibited from making major repairs on vehicles on any Unit Lot or adjacent streets.

h. No antennas shall be erected on any roof or exterior wall.

i. No Owner may lease or rent his dwelling unit for transient or hotel purposes which shall be defined as a rental for any period less than 60 days.

ARTICLE VII – PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Unit Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for the property damage due to negligence or wrongful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the Unit Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Unit Lot Owners. Any amendment must be recorded.

ARTICLE IX – EXHIBITS

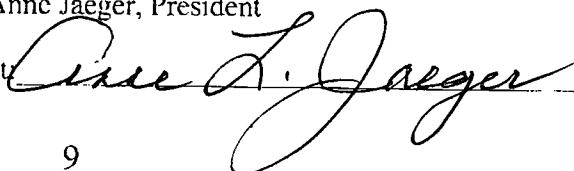
The Legal Description and Graphic Depiction of Harbour Villa are attached hereto as Exhibit A. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner as set forth in Exhibit B, attached hereto and made a part hereof. The Articles of Incorporation and amendments for the Harbour Villa Townhouse Association, Inc. are contained in Exhibit C attached hereto and made a part hereof. The By-Laws for Harbour Villa Townhouse Association, Inc. are contained in Exhibit D attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first written above.

HARBOUR VILLA TOWNHOUSE ASSOCIATION,
INC.

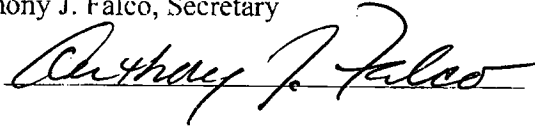
BY Anne Jaeger, President

Attest



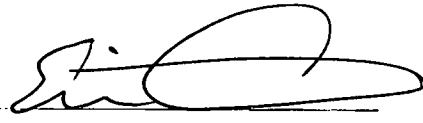
BY: Anthony J. Falco, Secretary

Attest:



STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Anne Jaeger, as President and Anthony Falco, as Secretary and they acknowledged before me that they executed same.



Notary

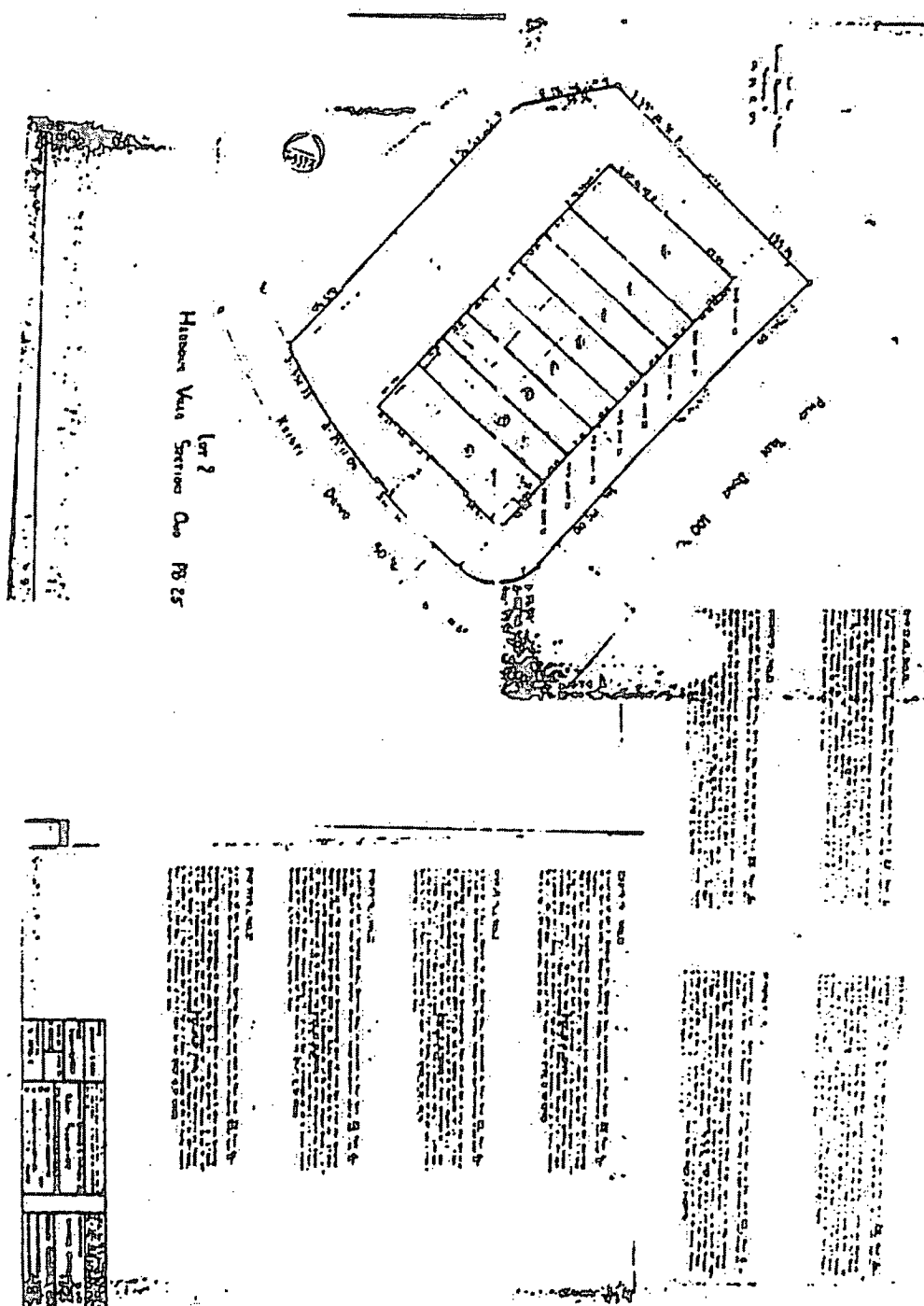
Commission expires: June 5, 2017



Eric Cott
State of Florida
MY COMMISSION # FF 24469
Expires: June 5, 2017

EXHIBIT A

EXHIBIT 'A'



RECORDING
FLA. DOC. STAMP
INT. TAX
SERVICE CHG.
REFUND

7.00
40
5
5
5
5

Name and Post Office Address of Grantor Davmor Development Corp.
7807 Coral Drive
W. Melbourne, FL 32901

Title None

Line Bau Gallio Exchange (Name)
 or Indian Harbour Beach Wire Center (Exchange)
 Exchange Line Indian Harbour Beach Wire Center
 tributary to _____

The Property is bounded where the line enters and leaves this property by the property of South Patrick Drive on the West

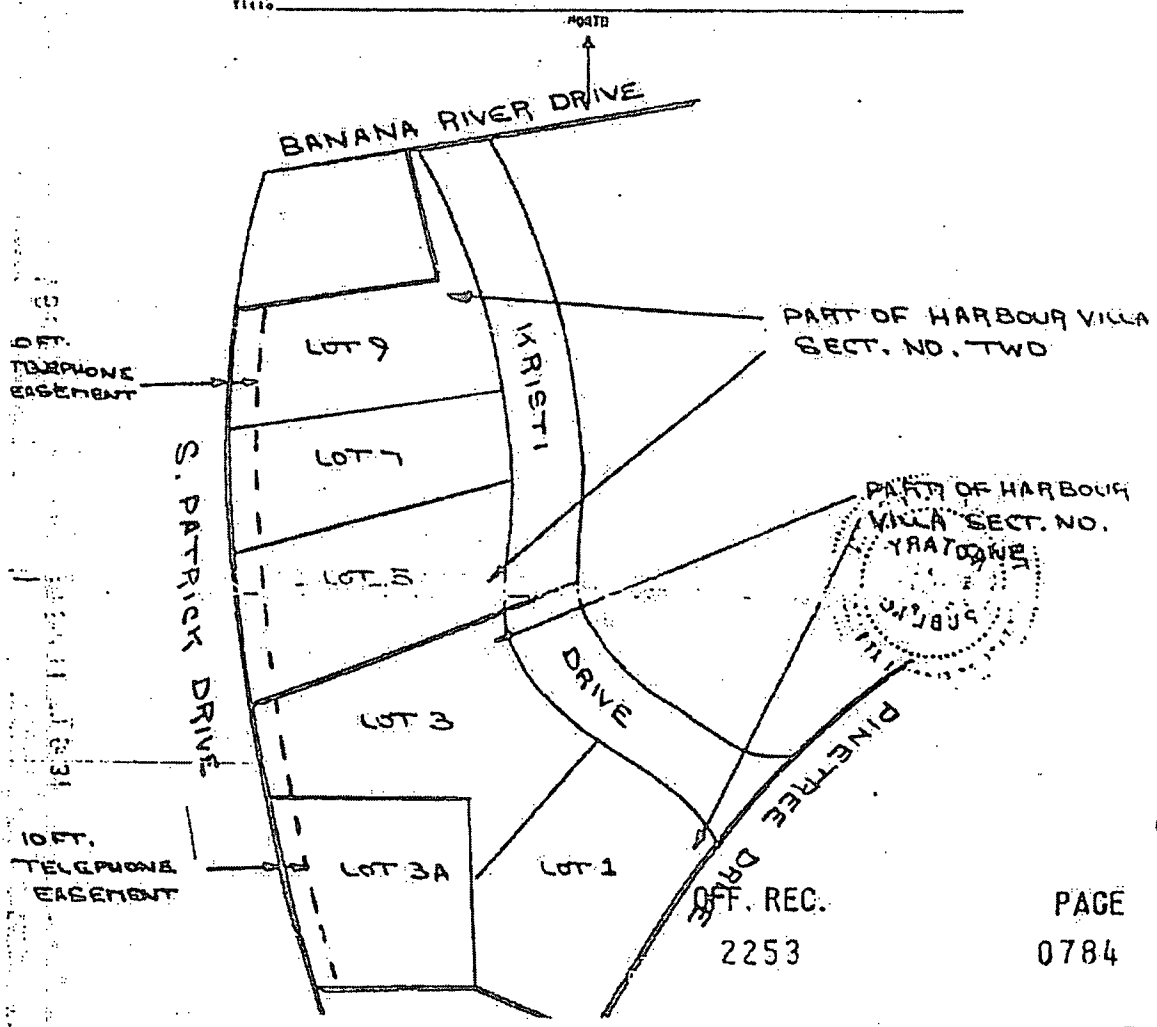
and _____ on the _____

Authority HMO-2430-D Classification R45C

Area 33605

Approved _____

Title _____



OFF. REC.
2253

PAGE
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EXHIBIT B

OWNER

LEGAL DESCRIPTION

Sherry Lee Partlow	Unit No. 11, being a portion of Lot 1, HARBOUR VILLA, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 25, Page 6, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Southeasterly line of said Lot 1 with the Westerly right of way line of Pinetree Drive (Official Records Book 77, Page 651); thence go N 72 degrees 32 minutes 01 seconds W, along the said Southeasterly line of lot 1, a distance of 27.92 feet; thence N 20 degrees 18 minutes 47 seconds E, a distance of 180.36 feet to the Point of Beginning of this description; thence go N 69 degrees 41 minutes 23 seconds W, a distance of 83.50 feet; thence N 20 degrees 18 minutes 47 seconds E, a distance of 29.33 feet; thence S 69 degrees 41 minutes 23 seconds E a distance of 83.50 feet; thence S 20 degrees 18 minutes 47 seconds W a distance of 29.33 feet to the Point of Beginning.
Mary T Lenti, a single woman and Anne Lenti Jaeger, a married woman, as joint tenants with rights of survivorship	Unit No. 21, being a portion of Lot 2, Harbour Villa, Section One, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northeasterly line of said Lot 2 with the Westerly Right-of-Way line of Pine Tree Drive (ORB 77, PG. 651); thence go North 59 degrees 26 min 51 sec West along the said Northeasterly line of Lot 2, a distance of 27.54 feet; thence South 27 degrees 53 min 52 sec West, a distance of 162.36 ft. to the Point of Beginning of this description; thence continue South 27 degrees 53 min 52 sec. West, a distance of 29.33 feet; thence North 62 degrees 06 min. 08 sec. West, a distance of 83.50 ft.; thence North 27 degrees 53 min. 52 sec. East, a distance of 29.33 ft; thence South 62 degrees 06 min. 08 sec. East, a distance of 83.50 feet to the Point of the Beginning. Containing 2,449 square feet, more or less, together with an easement for ingress and egress on and over all of the common areas as described in restrictions in ORB 1831, Page 593, Brevard County, Florida. SUBJECT to real estate taxes for the year 1985 and subsequent years. SUBJECT to reservations restrictions and easements of record. SUBJECT to mortgage in favor of First Federal of Cocoa dated January 4, 1978, and recorded in ORB 1831, Page 1045, Public Records of Brevard County, Florida, which said mortgage the Grantee herein hereby assumes and agrees to pay.
Joanna T Helms, a married woman	Unit 12 A portion of Lot 1, HARBOUR VILLA SECTION ONE, as recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Southeasterly line of said Lot 1, with the Westerly right of way line of Pinetree Drive (ORB 77, Page 651); thence go North 72 degrees 31'01" West along said Southeasterly line of Lot 1, a distance of 27.92 feet; thence North 20 degrees 18'47" East, a distance of 162.36 feet to the Point of Beginning of the description; thence go North 69 degrees 41'23" West, a distance of 83.50 feet; thence North 20 degrees 18'47" East, a distance of 18.00 feet; thence South 69 degrees 41'23" East, a distance of 83.50 feet; thence South 20 degrees 18'47" West, a distance of 18.00 feet to the Point of Beginning.

OWNER

LEGAL DESCRIPTION

Melinda Thorne Millband, a married woman	Unit No. 22, being a portion of Lot 2, HARBOUR VILLA SECTION ONE, according to the Plat thereof, as recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida; being more particularly described as follows: to wit: Commencing at the intersection of the Northeastly line of said Lot 2 with the Westerly right-of-way line of Pine Tree Drive (per instrument recorded in Official Records Book 77, Page 651, of the Public Records of Brevard County, Florida); thence go North 59°26'51" West along the said Northeastly line of Lot 2 a distance of 27.54 feet; thence run South 27°53'52" West a distance of 144.36 feet to the Point of Beginning of this description; thence continue South 27°53'52" West a distance of 18.00; thence run North 62°06'08" West a distance of 83.50 feet; thence run North 27°53'52" East a distance of 18.00 feet; thence run South 62°06'08" East a distance of 83.50 feet to the Point of Beginning.
Barbara Elizabeth Olsen	A portion of Lot 1, Harbour Villa, Section One, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, being more particularly described as follows: commencing at the intersection of the Southeastly line of said Lot 1, with the Westerly Right-of-Way line of Pinetree Drive (ORB 77, Page 651); thence go North 72°32'01" West along the said Southeastly line of Lot 1, a distance of 27.92 feet; thence North 20°18'47" East a distance of 144.36 feet to the POINT OF BEGINNING of this description; thence go North 69°41'23" West, a distance of 83.50 feet; thence North 20°18'47" East, a distance of 18.00 feet; thence South 69°41'23" East, a distance of 83.50 feet; thence South 20°18'47" West; a distance of 18.00 feet to the POINT OF BEGINNING.
James Heilman and Virginia Heilman	Unit No. 23, being a portion of Lot 2, Harbour Villa, Section One, as recorded in Plat Book 25; Page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northeastly line of said Lot 2, with the Westerly Right-of-Way line of Pine Tree Drive (ORB 77, Page 651); thence go North 59 degrees 26 minutes 51 seconds West along the said Northeastly line of Lot 2, a distance of 27.54 feet; thence South 27 degrees 53 minutes 52 seconds West, a distance of 126.36 feet to the Point of Beginning of this description; thence continue South 27 degrees 53 minutes 52 seconds West, a distance of 18.00 feet; thence North 62 degrees 06 minutes 08 seconds West, a distance of 83.50 feet; thence North 27 degrees 53 minutes 52 seconds East, a distance of 18.00 feet; thence South 62 degrees 06 minutes 08 seconds East, a distance of 83.50 feet to the Point of Beginning.
Bridget A McKenna, a single woman	Unit 14, being a portion of Lot 1, HARBOUR VILLA, SECTION ONE, as recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Southeastly line of said Lot 1, with the Westerly right of way line of Pinetree Drive (Official Records Book 77, Page 651); thence go North 72 degrees 32 minutes 01 seconds West along the said Southeastly line of Lot 1, a distance of 27.92 feet; thence North 20 degrees 18 minutes 47 seconds East, a distance of 126.36 feet to the point of beginning of this description; thence go North 69 degrees 41 minutes 23 seconds West, a distance of 83.50 feet; thence North 20 degrees 18 minutes 47 seconds East, a distance of 18.00 feet; thence South 69 degrees 41 minutes 23 seconds East a distance of 83.50 feet; thence South 20 degrees 18 minutes 47 seconds West a distance of 18.00 feet to the point of beginning.
Karen V Lewis, a single woman	Unit No. 24 being a portion of Lot 2, HARBOUR VILLA, SECTION ONE, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northeastly line of said Lot 2 with the Westerly right of way line of Pine Tree Drive (Official Records Book 77, Page 651); thence go North 59 degrees, 26 minutes, 51 seconds West along the said Northeastly line of Lot 2, a distance of 27.54 feet; thence South 27 degrees, 53 minutes, 52 seconds West, a distance of 108.36 feet to the POINT OF BEGINNING of this description; thence continue South 27 degrees, 53 minutes, 52 seconds West, a distance of 18.00 feet; thence North 62 degrees, 06 minutes, 08 seconds West a distance of 83.50 feet to the POINT OF BEGINNING. Together with an easement for ingress and egress on and over all of the common areas as described in Restrictions recorded in Official Records Book 1831, Page 593, as amended in the Public Records of Brevard County, Florida.

OWNER **LEGAL DESCRIPTION**

Robert Thomas and Jayne Thomas husband and wife	Unit 15, Lot 1, Harbour Villa Section One A Portion of Lot 1, Harbour Villa Section One, as recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Southeasterly line of said Lot 1, with the Westerly right of way line of Pinetree Drive (Official Records Book 77, Page 651); thence go North 77°32'01" West, along the said Southeasterly line of Lot 1, a distance of 27.92 feet; thence North 20°18'47" East, a distance of 108.36 feet to the Point of Beginning of this description; thence go North 69°41'23" West, a distance of 83.50 feet; thence North 20°18'47" East, a distance of 18.00 feet; thence South 69°41'23" East a distance of 83.50 feet; thence South 20°18'47" West, a distance of 18.00 feet to the Point of Beginning.
Lacy Taylor and Arlene Jones-Taylor, husband and wife	Condominium Parcel 25, HARBOUR VILLA, SECTION ONE, according to the Declaration of Condominium thereof recorded in OFFICIAL RECORD BOOK 25, Page 6, as amended from time to time of the Public Records of Brevard County, Florida
Maria Teresa Novak and Joseph Novak, Jr, Joint Trustees	HARBOUR VILLA SECTION 1, Part of Lot 1 as described with all amendments and also known as Unit 16 thereof as recorded in Official Records Book 1986, Page 768 of Brevard County, Florida.
William E. Levitt	Unit No. 26, being a portion of Lot 2, Harbour Villas, Section One, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northeasterly line of said Lot 2 with the Westerly Right-of-Way line of Pine Tree Drive (ORB 77, PG 651): thence go North 59 degrees 26 minutes 51 seconds West along the said Northeasterly line of Lot 2, a distance of 27.54 feet; thence South 27 degrees 53 minutes 52 seconds West, a distance of 72.36 feet to the Point of Beginning of this description; thence continue South 27 degrees 53 minutes 52 seconds West, a distance of 18.00 feet; thence North 62 degrees 06 minutes 08 seconds West, a distance of 83.50 feet; thence North 27 degrees 53 minutes 52 seconds East, a distance of 18.00 feet; thence South 62 degrees 06 minutes 08 seconds East, a distance of 83.50 feet to the Point of Beginning. Together with an easement for ingress and egress on and over all of the common areas as described in restrictions in ORB 1831, Page 593, Brevard County, Florida.

OWNER

LEGAL DESCRIPTION

Bette P Dolson and Timothy L Sawyer, single individuals (Second Party, Joint Tenants with Rights of Survivorship)	Unit 17, Lot 1, HARBOUR VILLA, Section 1: A portion of Lot 1, HARBOUR VILLA, SECTION ONE, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Southeastly line of said Lot 1, with the Westerly right-of-way line of Pinetree Drive (ORB 77, Page 651); thence go N 72 degrees 32'02" W, along the said Southeastly line of Lot 1, a distance of 27.92 feet; thence N 20 degrees 18'47" E, a distance of 72.36 feet to the Point of Beginning of this Description; thence go N 69 degrees 41'23" W, a distance of 83.50 feet; thence N 20 degrees 18'47" E, a distance of 18.00 feet; thence S 69 degrees 41'23" E, a distance of 83.50 feet; thence S 20 degrees 17'47" W, a distance of 18 feet to the Point of Beginning.
David A Kervin, an unmarried person	Unit 27, being a portion of Lot 2, Harbour Villa Section One, according to the plat recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida; being more particularly described as follows: Commencing at the intersection of the Northeastly line of said Lot 2, with the Westerly right of way line of Pine Tree Drive (Official Records Book 77, Page 651); thence go North 59°26'51" West along said Northeastly line of Lot 2, a distance of 27.54 feet; thence South 27°53'52" West, a distance of 54.36 feet to the Point of Beginning of this description; thence continue South 27°53'52" West, a distance of 18.00 feet; thence North 62°06'08" West, a distance of 83.50 feet; thence North 27°53'52" East, a distance of 18.00 feet; thence South 62°06'08" East, a distance of 83.50 feet to the Point of Beginning.
Joann R Tunstall, a single adult	Unit 18, Lot 1, HARBOUR VILLA, SECTION 1: A Portion of Lot 1, Harbour Villa, Section One, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, more particularly described as follows: Commencing at the intersection of the Southeastly line of said Lot 1, with the Westerly Right-of-Way line of Pinetree Drive (ORB 77, Page 651); thence go North 72°32'01" West along the said Southeastly line of Lot 1, a distance of 27.92 feet; thence North 20°18'47" East, a distance of 54.36 feet to the POINT OF BEGINNING of this description; thence go North 69°41'23" West, a distance of 83.50 feet; thence North 20°18'47" East, a distance of 18.00 feet; thence South 69°41'23" East, a distance of 83.50 feet; thence South 20°18'47" West, a distance of 18.00 feet to the POINT OF BEGINNING.
David J Papp, a single man	Unit No. 28, Being a portion of Lot 2, Harbour Villas, Section One, as recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida; being more particularly described as follows: Commencing at the intersection of the Northeastly line of said Lot 2 with the Westerly Right-of-Way line of Pine Tree Drive (ORB 77, Page 651); thence go North 59 degrees 26 minutes 51. seconds West along the said Northeastly line of Lot 2, a distance of 27.54 feet; thence South 27 degrees 53 minutes 52 seconds West a distance of 25.03 feet to the to the POINT OF BEGINNING of this description; thence continue South 27 degrees 53 minutes 52 seconds West, a distance of 29.33 feet; thence North 62 degrees 06 minutes 08 seconds West, a distance of 83.50 feet; thence North 27 degrees 53 minutes 52 seconds East, a distance of 29.33 feet; thence South 62 degrees 06 minutes 08 seconds East, a distance of 83.50 feet to the POINT OF BEGINNING, together with an easement for ingress and egress on and over all of the common area as described in restrictions recorded in O.R. Book 1831, Page 593, Public Records of Brevard County, Florida.

OWNER

LEGAL DESCRIPTION

Jane T Fruscella, David Woodford and Freddi Woodford, husband and wife, as joint tenants with rights of survivorship	A portion of Lot 1, Harbour Villa Section One, according to the plat recorded in Plat Book 25, Page 6 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of Southeasterly line of said Lot 1, with the Westerly Right-of-Way line of Pinetree Drive (OR Book 77, Page 651), thence go North 72°32'01" West, along the said Southeasterly line of Lot 1, a distance of 27.92 feet, thence North 20°18'47" East, a distance of 25.03 feet to the Point of Beginning of this description; thence go North 69°41'23" West, a distance of 83.50 feet, thence North 20°18'47" East a distance of 29.33 feet, thence South 69°41'23" East, a distance of 83.50 feet, thence South 20°18'47" West, a distance of 29.33 feet to the Point of Beginning A/K/A Unit 19, Lot 1, Harbour Villa, Section 1.
Amanda Louise Justice, a married woman	Unit 41, a portion of Lot 4, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 4, go thence South 86°49'24" West along the North line of said Lot 4, a distance of 25.00 feet; thence South 03°10'36" East, a distance of 15.03 feet; thence go South 86°49'24" West, a distance of 110.33 feet to the Point of Beginning of this description; thence South 03°10'36" East, a distance of 83.50 feet; thence South 86°49'24" West, a distance of 29.33 feet; thence North 03°10'36" West, a distance of 83.50 feet; thence North 86°49'24" East, a distance of 29.33 feet to the Point of Beginning.
Clifford A Wagner	A portion of Lot 3, HARBOUR VILLA SECTION ONE, as recorded in Plat Book 25, Page 6, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northerly line of said Lot 3, with the Easterly Right-of-Way line of South Patrick Drive (O.R.B. 69, Page 201); thence go North 63°34'52" East along said Northerly line of Lot 3, a distance of 50.40 feet; thence South 26°25'08" East, a distance of 134.33 feet to the Point of Beginning of this description; thence North 63°34'52" East, a distance of 83.5 feet; thence South 26°25'08" East, a distance of 29.33 feet; thence South 63°34'52" West, a distance of 83.5 feet; thence North 26°25'08" W a distance of 29.33 feet to the Point of Beginning.
Jamie Stephens Nehmer, a married woman, his wife	Unit 42, Harbour Villa Townhouse; A portion of Lot 4, Harbour Villa, Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 4 go thence South 86°49'24" West along the North line of said Lot 4, a distance of 25.00 feet; thence South 03°10'36" East a distance of 15.03 feet; thence go South 86°49'34" West a distance of 101.33 feet to the Point of Beginning of this description; thence South 03°10'36" East a distance of 83.50 feet; thence South 86°49'24" West a distance of 18.00 feet; thence North 03°10'36" West a distance of 83.50 feet; thence North 86°49'24" East a distance of 18.00 feet to the Point of Beginning.
Forrest G Causby	A portion of Lot 3, HARBOUR VILLA, SECTION ONE, as recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northerly line of said Lot 3, with the Easterly Right of Way line of South Patrick Drive (ORB-69, Page 201); thence go North 63°34'52" East along the said Northerly line of Lot 3, a distance of 50.40 feet; thence South 26°25'08" East, a distance of 116.33 feet to the POINT OF BEGINNING of this description; thence North 63°34'52" East, a distance of 83.5 feet; thence South 26°25'08" East, a distance of 18.00 feet; thence South 63°34'52" West a distance of 83.5 feet; thence North 26°25'08" West, a distance of 18.00 feet to the POINT OF BEGINNING.

OWNER

LEGAL DESCRIPTION

Laura Irsfeld, a single woman	Unit 43, HARBOUR VILLA TOWNHOUSE. A portion of Lot 4, HARBOUR VILLA, Section Two, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 4, go thence South 86°49'24" West, along the North line of said Lot 4, a distance of 25.00 feet; thence South 03°10'36" East, a distance of 16.35 feet; thence go South 86°49'24" West, a distance of 83.33 feet to the POINT OF BEGINNING of this description; thence South 03°10'36" East a distance of 83.50 feet; thence South 86°49'24" West a distance of 18.00 feet; thence North 03°10'36" West a distance of 83.50 feet; thence North 85°49'24" East a distance of 18.00 feet to the POINT OF BEGINNING
Sandra A Carden, a single woman	Unit 33, HARBOUR VILLA TOWNHOUSES. A portion of Lot 3, HARBOUR VILLA, SECTION ONE, as recorded in Plat Book 25, Page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northerly line of said Lot 3, with the Easterly Right-of-Way line of South Patrick Drive (ORB 69, Page 201); thence go North 63°34'52" East along the said Northerly line of Lot 3, a distance of 50.40 feet; thence South 26°25'08" East, a distance of 98.33 feet to the Point of Beginning of this description; thence North 63°34'52" East, a distance of 83.5 feet; thence South 26°25'08" East a distance of 18.00 feet; thence South 63°34'52" West, a distance of 83.5 feet; thence North 26°25'08" West, a distance of 18.00 feet to the Point of Beginning; containing 1,503 square feet more or less, together with an easement for ingress and egress on and over all the common areas shown on said plat, being all those areas not designated by Unit numbers.
Philip Bell and Judith Dale Bell, husband and wife	Unit 44, A portion of Lot 4, Harbour Villa, Section Two, as recorded in Plat Book 25, Page 151 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 4 go thence South 86°49'24" West along the North line of said Lot 4, a distance of 25.00 feet; thence South 03°10'26" East a distance of 15.03 feet; thence go South 86°49'24" West a distance of 65.33 feet to the Point of Beginning of this description; thence South 03°10'36" East a distance of 83.50 feet; thence South 86°49'24" East a distance of 18.00 feet; thence North 03°10'36" West a distance of 83.50 feet; thence North 86°49'24" East a distance of 18.00 feet to the Point of Beginning.
Pauline A. Sheil	Unit 34, HARBOUR VILLA, a portion of Lot 3, HARBOUR VILLA, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 25, Page 6, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the Northerly line of said Lot 3, with the Easterly right of way line of South Patrick Drive (Official Records Book 69, Page 201); thence go North 63 degrees, 34 minutes, 52 seconds East along the said Northerly line of Lot 3, a distance of 50.40 feet; thence South 26 degrees, 25 minutes, 08 seconds East, a distance of 80.33 feet to The Point of Beginning of this description, thence North 63 degrees, 34 minutes, 52 seconds East, a distance of 83.5 feet; thence South 26 degrees, 25 minutes, 08 seconds East, a distance of 18.00 feet; thence South 63 degrees, 34 minutes, 52 seconds West a distance of 83.5 feet; thence North 26 degrees, 25 minutes, 08 seconds West a distance of 18.0 feet to The Point of Beginning.

OWNER	LEGAL DESCRIPTION
	OR Book 2093, Page 1236, Public Records of Brevard County, Florida.
Mary Ann Chambers, a single adult	UNIT 37, HARBOUR VILLA TOWNHOUSE, more particularly described as follows: A portion of Lot 3, Harbour Villa, Section One, as recorded in Plat Book 25, page 6, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the northerly line of said Lot 3, with the easterly right of way line of South Patrick Drive (ORB 69, Page 201); thence go N 63 degrees 34'52" E along said northerly line of Lot 3, a distance of 50.40 feet; thence S 26 degrees 25'08" E, a distance of 15.00 feet to the point of beginning of this description; thence N 63 degrees 34'52" E, a distance of 83.5 feet; thence S 26 degrees 25'08" E, a distance of 29.33 feet; thence S 63 degrees 34'52" W, a distance of 83.5 feet; thence N 26 degrees 25'08" W, a distance of 29.33 feet to the Point of Beginning.
Renee Lozeau Townsend	Unit 61, A portion of Lot 6, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Lot 6, go thence South 88°49'55" West along the North line of said Lot 6, a distance of 25.00 feet; thence South 01°10'05" East a distance of 167.33 feet to the Point of Beginning of this description; thence continue South 01°10'05" East a distance of 29.33 feet; thence South 88°49'55" West a distance of 83.50 feet; thence North 01°10'05" West a distance of 29.33 feet; thence North 88°49'05" East a distance of 83.50 feet to the Point of Beginning.
Mary Wightman	Unit 51: A portion of Lot 5, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 5, go thence South 76°33'59" West a distance of 55.16 feet; go thence South 13°26'01" East a distance of 134.33 feet to the Point of Beginning of this description; thence continue South 13°26'01" East a distance of 29.33 feet; thence South 76°33'59" West a distance of 83.50 feet; thence North 13°26'01" West a distance of 29.33 feet; thence North 76°33'59" East a distance of 83.50 feet to the Point of Beginning.
John R Tunstall and Maureen H Tunstall Husband and Wife	Unit 62: A portion of Lot 6, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6 go thence South 88°49'55" W along the North line of said Lot 6 a distance of 25.00 feet; thence South 01°10'05" E a distance of 149.33 feet to the Point of Beginning of this description; thence continue S 01°10'05" E a distance of 18.00 feet; thence South 88°49'55" W a distance of 83.50 feet; thence North 01°10'05" W a distance of 18.00 feet; thence North 88°49'55" E a distance of 83.50 feet to the Point of Beginning, containing 1,503 square feet more or less; together with an easement for ingress and egress on and over all of the common areas as described in Restrictions as recorded in Official Records Book 1831, Page 593, Public Records of Brevard County, Florida.

OWNER

LEGAL DESCRIPTION

Jennifer D. Dossett, a single woman	Unit 52: A Portion of Lot 5, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 5, to thence South 76°33'59" West, a distance of 55.16 feet; go thence South 13°26'01" East, a distance of 116.33 feet to the point of beginning of this description; thence continue South 13°26'01" East, a distance of 18.00 feet; thence South 76°33'59" West, a distance of 83.50 feet; thence North 13°26'01" West, a distance of 18.00 feet; thence North 76°33'59" East, a distance of 83.50 feet to the Point of Beginning.
Anna M Cox and Theresa A Meeker, Joint Tenants with Right of Survivorship	Unit 63, A Portion of Lot 6, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6 go thence South 88°49'55" West along the North line of said Lot 6 a distance of 25.00 feet; thence South 01°10'05" East a distance of 131.33 feet to the Point of Beginning of this description; thence continue South 01°10'05" East a distance of 18.00 feet; thence South 88°49'55" West a distance of 83.50 feet; thence North 01°10'05" a distance of 18.00 feet; thence North 88°49'55" East a distance of 83.50 feet to the Point of Beginning.
Cynthia Scabarozzi	Unit 53: A Portion of Lot 5 of Harbour Villa Section Two, according to the Plat thereof as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being described as follows: Commencing at the Northeast corner of said Lot 5, go thence South 76 degrees 33 minutes 59 seconds West a distance of 55.16 feet; go thence South 13 degrees 26 minutes 01 seconds East a distance of 98.33 feet to the Point of Beginning of this description; thence continue South 13 degrees 26 minutes 01 seconds East a distance of 18.00 feet; thence South 76 degrees 33 minutes 59 seconds West a distance of 83.50 feet; thence North 13 degrees 26 minutes 01 seconds West a distance of 18.00 feet; thence North 76 degrees 33 minutes 59 seconds East a distance of 83.50 feet to the Point of Beginning.
Jodie Levitt, a single person	Unit 64: All that Certain Lot or Parcel of land situate in the county of Brevard, State of Florida, and being more particularly described as follows: A Portion of Lot 6, HARBOUR VILLA SECTION TWO, recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6, Go thence South 88 degrees 49'55" West along the North Line of said Lot 6, a Distance of 25.00 feet; thence South 01 Degrees 10'05" East a Distance of 113.33 feet to the Point of beginning of this Description; thence South 01 Degrees 10'05" East A Distance of 18.00 feet; thence South 88 degrees 49'55" West a distance of 83.50 feet; thence North 01 Degrees 10'05" West Distance of 18.00 feet; thence North 88 degrees 49'55" East a Distance of 83.50 feet to the Point of beginning together with an Easement for ingress and egress on and over all of the common areas as Described in Restrictions recorded in Official Records Book 1831, Page 593, Public Records of Brevard County, Florida, and all amendments thereto.
Dean Lewis	UNIT 54: A portion of Lot 5, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 5, go thence S. 76 degrees 33'59" W., a distance of 55.16 feet; go thence S. 13 degrees 26'01" E., a distance of 80.33 feet to the Point of Beginning of this description; thence continue S. 13 degrees 26'01" E., a distance of 18.00 feet; thence S. 76 degrees 33'59" W., a distance of 83.50 feet; thence N. 13 degrees 26'01" W., a distance of 18.00 feet; thence N. 76 degrees 33'59" E., a distance of 83.50 feet to the Point of Beginning.

OWNER

LEGAL DESCRIPTION

Edward M Williams and Frank R DiPietro, both single adults, joint tenancy with full rights of survivorship	Unit 65, a Portion of Lot 6, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6, go thence South 88° 49' 55" West along the North line of said Lot 6, a distance of 25.00 feet; thence South 01° 10' 05" East, a distance of 95.33 feet to the Point of beginning of this description; thence South 01° 10' 5" East, a distance of 18.00 feet; thence South 88° 49' 55" West, a distance of 83.50 feet; thence North 01° 10' 05" West, a distance of 18.00 feet; thence North 88° 49' 55" East, a distance of 83.50 feet to the point of beginning, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ON AND OVER ALL OF THE COMMON AREAS AS DESCRIBED IN RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 1831, PAGE 593, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND AS AMENDED IN OFFICIAL RECORDS BOOK 2084, PAGE 21; OFFICIAL RECORDS BOOK 2095, PAGE 1742, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
Patricia Ann Graham, a single person	Unit 55: A portion of Lot 5, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 5, go thence South 76° 33' 59" West a distance of 55.16 feet; go thence South 13° 26' 01" East a distance of 62.33 feet to the Point of Beginning of this description; thence continue South 13° 26' 01" East a distance of 18.00 feet; thence South 76° 33' 59" West, a distance of 83.50 feet; thence North 13° 26' 01" West a distance of 18.00 feet; thence North 76° 33' 59" East a distance of 83.50 feet to the Point of Beginning.
Anthony J Falco and Gloria Falco, husband and wife	A portion of Lot 6, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6 go thence South 88° 49' 55" West along the North line of Lot 6 a distance of 25.00 feet; thence South 01° 10' 05" East a distance of 77.33 feet to POINT OF BEGINNING of this description; thence continue South 01° 10' 05" East a distance of 18.00 feet; thence South 88° 49' 55" West a distance of 83.50 feet; thence North 01° 10' 05" West a distance of 18.00 feet; thence North 88° 49' 55" East a distance of 83.50 feet to the POINT OF BEGINNING.
Stephen G Comunale, a single man	A portion of Lot 5, HARBOUR VILLA, SECTION TWO, as recorded in Plat book 25, Page 151, of the public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 5, go thence South 76° 33' 59" West a distance of 55.16 feet; go thence South 13° 26' 01" East a distance of 44.33 feet to the Point of Beginning of this description; thence continue South 13° 26' 01" East a distance of 18.00 feet; thence South 76° 33' 59" West a distance of 83.50 feet; thence North 13° 26' 01" West a distance of 18.00 feet; thence North 76° 33' 59" East a distance of 83.50 feet to the Point of Beginning.
Evan M Cramer, a single man	Unit 67, A portion of Lot 6, Harbour Villa Section Two, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6, go thence South 84° 49' 55" West along the North line of said Lot 6, a distance of 25.00 feet; thence South 01° 10' 05" East, a distance of 59.33 feet to the Point of Beginning of this description; thence continue South 01° 10' 05" East a distance of 18.00 feet; thence South 88° 49' 55" West a distance of 83.50 feet; thence North 01° 10' 05" West a distance of 18.00 feet; thence North 88° 49' 55" East, a distance of 83.50 feet to the Point of Beginning.

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Elizabeth M Hernandez, a married woman	A portion of Lot 5, HARBOUR VILLA, SECTION TWO, according to the Plat thereof, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 5, go thence S. 76 degrees 33'59" W., a distance of 55.16 feet; go thence S. 13 degrees 26'01" E., a distance of 15.00 feet to the Point of Beginning of this description; thence continue S. 13 degrees 26'01" a distance of 29.33 feet; thence S 76 degrees 33'59" W., a distance of 83.50 feet; thence N. 13 degrees 26'01" W., a distance of 29.33 feet; thence N. 76 degrees 33'59" E., a distance of 83.50 feet to the Point of Beginning.
Robert T Dowling, Jr, a single man	Unit 68, a portion, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6, go thence S. 88°49'55" W. along the North line of said Lot 6, a distance of 25.00 feet; thence S. 01°10'05" E., a distance of 30.00 feet to the Point of Beginning of this description; thence continue S. 01°10'05" W., a distance of 29.33 feet; thence S. 88°49'55" W., a distance of 83.50 feet; thence N. 01°10'05" W., a distance of 29.33 feet; thence N. 88°49'55" E., a distance of 83.50 feet to the Point of Beginning; containing 2,449 square feet more or less; together with an easement of ingress and egress on and over all of the common areas as described in Restrictions recorded in Official Records Book 1831, Page 0593, Public Records of Brevard County, Florida. Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2002.
Jose L Garcia, a single man	A portion of Lot 7, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of Lot 7; go thence South 77°17'54" West along the North line of Lot 7 a distance of 67.23 feet; thence South 12°42'06" East a distance of 28.66 feet; thence South 5°41'20" East a distance of 119.33 feet to the POINT OF BEGINNING of this description; thence continue South 5°41'20" East a distance of 29.33 feet; thence South 84°18'40" West a distance of 83.50 feet; thence North 5°41'20" West a distance of 29.33 feet; thence North 84°18'40" East a distance of 83.50 feet to the POINT OF BEGINNING.
Veronica Anne O'Brien, a single woman	Unit 81, Building 8, HARBOUR VILLA TOWNHOUSES: A portion of Lot 8, Harbour Villa, Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8 go thence S. 88°49'55" W. along the South line of said Lot 8 a distance of 25.00 feet; thence N. 01°10'05" W. a distance of 15 feet; thence S. 88°49'55" W. a distance of 119.33 ft to POINT OF BEGINNING of this description; thence S. 88°49'55" W. a distance of 29.33 feet; thence N. 01°10'05" W. a distance of 83.50 feet; thence N. 89°49'55" E. a distance of 29.33 feet; thence S. 01°10'05" E. a distance of 83.50 ft. to the Point of Beginning.
Justin T McVicker, and Joelle McVicker, husband and wife	Unit 72, Harbour Villas Townhouses: A portion of Lot 7, Harbour Villa Section Two, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of Lot 7, go thence South 77 degrees 17'54" West along the North line of Lot 7; a distance of 67.23 feet; thence South 12 degrees 42'06" East, a distance of 28.66 feet; thence South 5 degrees 41'20" East, a distance of 101.33 feet to the Point of Beginning of this description; thence continue South 5 degrees 41'20" East, a distance of 18 feet; thence South 84 degrees 18'40" West, a distance of 83.50 feet; thence North 5 degrees 41'20" West, a distance of 18.00 feet; thence North 84 degrees 18'40" East, a distance of 83.50 feet to the Point of Beginning; together with an Easement for Ingress/Egress over land as described in Restrictions recorded in Official Records Book 1831, Page 593 and Amended in Book 2247, Page 166, Public Records of Brevard County, Florida.

OWNER **LEGAL DESCRIPTION**

Henry A Brace and Marjorie L Brace, Co-Trustees of the Marjorie L Brace October 8, 2001 Trust	Unit 82, Building 8, HARBOUR VILLA TOWNHOUSES: A portion of Lot 8, HARBOUR VILLA, SECTION TWO, recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida being more particularly described as follows: Commencing at the Southeast corner of said Lot 8 go thence South 88 degrees 49'55" West along the South line of said Lot 8, a distance of 25.00 feet; thence North 01 degrees 10'05" West, a distance of 15.00 feet; thence South 88 degrees 49'55" West, a distance of 101.33 feet to the Point of Beginning of this description; thence South 88 degrees 49'55" West, a distance of 18.00 feet; thence North 01 degrees 10'05" West a distance of 83.50 feet; thence North 88 degrees 49'55" East, a distance of 18.00 feet; thence South 01 degrees 10'05" East, a distance of 83.50 feet to the Point of Beginning.
Peter J Roy and Laura Dowling Roy, husband and wife	Unit 73, Harbour Villa Townhouses: A portion of Lot 7, Harbour Villa, Section Two as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida being more particularly described as follows: Commencing at the Northeast corner of Lot 7 go thence South 77 degrees 17 minutes 54 seconds West along the North line of Lot 7, a distance of 67.23 feet; Thence South 12 degrees 42 minutes 06 seconds East a distance of 28.66 feet; Thence South 5 degrees 41 minutes 20 seconds East a distance of 83.33 feet to the point of beginning of this description; Thence continue South 5 degrees 41 minutes 20 seconds East a distance of 18.00 feet; Thence South 84 degrees 18 minutes 40 seconds West a distance of 83.50 feet; Thence North 5 degrees 41 minutes 20 seconds West a distance of 18.00 feet; Thence North 84 degrees 18 minutes 40 seconds East a distance of 83.50 feet to the point of beginning.
Tyrone Carter and Denise E Carter, his wife	Unit 83: A portion of Lot 8, HARBOUR VILLA TOWNHOUSES, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8, go thence South 88°49'55" West along the South line of said Lot 8 a distance of 25.00 feet; thence North 01°10'05" West a distance of 15.00 feet; thence South 88°49'55" West a distance of 83.33 feet to POINT OF BEGINNING of this description; thence South 88°49'55" West a distance of 18.00 feet; thence North 01°10'05" West a distance of 83.50 feet; thence North 89°49'55" East a distance of 18.00 feet; thence South 01°10'05" East a distance of 83.50 feet to the POINT OF BEGINNING.
Donna S Bandy, a single woman	UNIT 74: A portion of Lot 7, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of Lot 7, go thence South 77 degrees 17'54" West along the North line of Lot 7, a distance of 67.23 feet; thence South 12 degrees 42'06" East a distance of 28.66 feet; thence South 5 degrees 41'20" East a distance of 65.33 feet to the POINT OF BEGINNING of this description; thence continue South 5 degrees 41'20" East a distance of 18.00 feet; thence South 84 degrees 18'40" West a distance of 83.50 feet; thence North 5 degrees 41'20" West a distance of 18.00 feet; thence North 84 degrees 18'40" East a distance of 83.50 feet to the POINT OF BEGINNING.
William R Covington, a single man	Unit 84, Building 8, HARBOUR VILLA TOWNHOUSES: A portion of Lot 8, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8, go thence South 88°49'55" West along the South line of said Lot 8, a distance of 25.00 feet; thence North 01°10'05" West, a distance of 15.00 feet; thence South 88°49'55" West a distance of 65.33 feet to the Point of Beginning of this description; thence South 88°49'55" West, a distance of 18.00 feet; thence North 01°10'55" West, a distance of 83.50 feet; thence North 89°49'55" East a distance of 18.00 feet; thence North 01°10'05" East, a distance of 83.50 feet to the Point of Beginning.

OWNER

LEGAL DESCRIPTION

Russell J Gaspard Sandra Lynn N Gaspard, Trustees	A portion of Lot 7, Unit 75, HARBOUR VILLA, SECTION TWO, recorded in Plat book 25, Page 151, Public Records of Brevard County, Florida, more particularly described as: Commence at the Northeast corner of said Lot 7, go thence South 77°17'54" West along the North line of lot 7 a distance of 67.23 feet; thence South 12°42'06" East a distance of 28.66 feet; thence South 5°41'20" East a distance of 47.33 feet to the Point of Beginning of this description; thence continue South 5°41'20" East a distance of 18.00 feet; thence 84°18'40" West a distance of 83.50 feet; thence North 5°41'20" West a distance of 18.00 feet; thence North 84°18'40" East a distance of 83.50 feet to the Point of Beginning.
Rolf B Brown and Linda W Brown, husband and wife	Unit 85, Building 8, HARBOUR VILLA TOWNHOUSES: A portion of Lot 8, HARBOUR VILLA, SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8 go thence 88 degrees, 49 minutes, 55 seconds West along the South line of said Lot 8 a distance of 25.00 feet; thence North 01 degrees, 10 minutes, 05 seconds West a distance of 15.00 feet; thence South 88 degrees, 49 minutes, 55 seconds West a distance of 4.33 feet to POINT OF BEGINNING of this description; thence South 88 degrees, 49 minutes, 55 seconds West, a distance of 18.00 feet; thence North 01 degrees, 10 minutes, 05 seconds West, a distance of 83.50 feet; thence North 89 degrees, 49 minutes, 55 seconds East a distance of 18.00 feet; thence South 01 degrees, 10 minutes, 05 seconds East a distance of 83.50 feet to the POINT OF BEGINNING.
Daniel M Ludington and Patricia Ludington, husband and wife	A portion of Lot 7, HARBOUR VILLA, Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of Lot 7, go thence S 77°17'54" W, along the North line of Lot 7, a distance of 67.23 feet, thence S 12°42'06" E, a distance of 28.66 feet; thence S 5°41'20" E, a distance of 29.33 feet to the POINT OF BEGINNING of this description, thence continue S 5°41'20" E, a distance of 18.00 feet; thence S 84°18'40" W, a distance of 83.50 feet, thence N 5°41'20" W a distance of 18.00 feet; thence N 84°18'40" E, a distance of 83.50 feet to the POINT OF BEGINNING.
Laura L Fasching	UNIT 86, BUILDING 8, HARBOUR VILLA TOWNHOUSES: A portion of Lot 8, Harbour Villa, Section Two, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8, go thence South 88°49'55" West, along the South line of said Lot 8, a distance of 25.00 feet; thence North 01°10'05" West; a distance of 15.00 feet; thence South 88°49'55" West, a distance of 29.33 feet to the Point of Beginning of this description; Thence South 88°49'55" West, a distance of 18.00 feet; thence North 01°10'05" West, a distance of 83.50 feet; thence North 89°49'55" East; a distance of 18.00 feet; thence South 01°10'05" East, a distance of 83.50 feet to the Point of Beginning.
Rebecca J. Batchelor	Unit 77, Harbour Villa Townhouses: A portion of Lot 7, Harbour Villa, Section Two as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of Lot 7, go thence South 77°16'54" West along the North line of Lot 7, a distance of 67.23 feet; thence go South 12°42'06" East a distance of 28.66 feet to the Point of Beginning of this description; thence South 05°41'20" East a distance of 29.33 feet; thence South 84°18'40" West a distance of 83.50 feet; thence North 05°41'20" West a distance of 29.33 feet; thence North 84°18'40" East a distance of 83.50 feet to the Point of Beginning.

OWNER

LEGAL DESCRIPTION

Daniel Ogden, a single man and Wendy Diamond, a single woman, as joint tenants with right of survivorship	Unit 91 A Portion of Lot 9 Harbour Villa Section Two as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida being more particularly described as follows: Commence at the Southeast corner of Lot 9, go thence S. 77°17'54" W. along the South line of said Lot 9, a distance of 13.51 feet; thence go N. 12°52'58" W., a distance of 55.28 feet to the Point of Beginning of this description; go thence S. 77°07'02", a distance of 29.33 feet, thence N. 12°52'58" W., a distance of 83.50 feet; thence N. 77°07'02" E., a distance of 29.33 feet; thence S. 12°52'58" E., or distance of 83.50 feet to the Point of Beginning.
John C Penney, a single man and Cindi L Trainor, a single woman, Joint Tenants with Rights of Survivorship	Unit 101 A portion of Lot 10, Harbour Villa, Section Two, according to the Plat thereof as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, go thence South 19°49'51" East, along the Northeast line of said Lot 10, a distance of 25.00 feet, thence South 70°10'09" West, a distance of 119.33 feet to the Point of Beginning of this description, thence South 19°49'51" East, a distance of 83.50 feet thence South 70°10'09" West, a distance of 29.33 feet, thence North 19°49'51" West, a distance of 83.50 feet, thence North 70°10'09" East, a distance of 29.33 feet to the Point of Beginning.
Diane Lavoie	Unit 92: A portion of Lot 9, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of Lot 9 go thence South 77°17'54" West along the South line of said Lot 9 a distance of 14.28 feet; thence go North 12°42'06" West a distance of 55.27 feet; go thence South 77°17'54" West a distance of 29.33 feet to the Point of Beginning of this description; thence continue South 77°17'54" West a distance of 18.00 feet; thence North 12°42'06" West a distance of 83.50 feet; thence North 77°17'54" East a distance of 18.00 feet; thence South 12°42'06" East a distance of 83.50 feet to the Point of Beginning.
Donna McLearn, a single woman	Unit 102: A portion of Lot 10, HARBOR VILLA, SECTION TWO, according to the Plat thereof, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, go thence South 19°49'51" East; along the Northeast line of said Lot 10, a distance of 25.00 feet; thence South 70°10'09" West, a distance of 126.33 feet to the Point of Beginning of this description; thence South 19°49'51" East, a distance of 83.50 feet; thence South 70°10'09" West a distance of 18.00 feet; thence North 19°49'51" West, a distance of 83.50 feet; thence North 70°10'09" East, a distance of 18.00 feet to the Point of Beginning.
Constance M Felker, an unmarried woman	Unit 93, HARBOUR VILLA TOWNHOUSE: A portion of Lot 9, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of Lot 9, go thence South 77°17'54" West along the South line of said Lot 9, a distance of 14.28 feet; thence go North 12°42'06" West, a distance of 55.27 feet; go thence South 77°17'54" West, a distance of 47.33 feet to the Point of Beginning of this description; thence continue South 77°17'54" West, a distance of 18.00 feet; thence North 12°42'06" West, a distance of 83.50 feet; thence North 77°17'54" East, a distance of 18.00 feet; thence South 12°42'06" East, a distance of 83.50 feet to the Point of Beginning.
William R Hamilton, a single man and William A Hamilton, a single man and Frank A Hamilton, a married man, as Joint Tenants with Right of Survivorship	Unit 103, A portion of Lot 10, Harbour Villa Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, go thence South 19 degrees 49'51" East along the Northeast line of said Lot 10, a distance of 25.00 feet; thence South 70 degrees 10'9" West, a distance of 108.33 feet to the Point of Beginning of this description; thence South 19 degrees 49'51" East, a distance of 83.50 feet; thence South 70 degrees 10'9" West, a distance of 18.00 feet; thence North 19 degrees 49'51" West, a distance of 83.50 feet, thence North 70 degrees 10'9" East, a distance of 18.00 feet to the Point of Beginning.

OWNER **LEGAL DESCRIPTION**

Patricia H. Gilbert	Unit 94 A portion of Lot 9, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151 of the Public Records of Brevard County, Florida being more particularly described as follows: Commence at the Southeast corner of Lot 9, go thence S. 77°17'54" W. along the South line of said Lot 9 a distance of 14.28 feet; thence go N. 12°42'06" W. a distance of 55.27 feet; go thence S. 77°17'54" W. a distance of 65.33 feet to the POINT OF BEGINNING of this description; thence continue S. 77°17'54" W. a distance of 18.00 feet; thence N. 12°42'06" W. a distance of 83.50 feet; thence N. 77°17'54" E. a distance of 18.00 feet; thence S. 12°42'06" E. a distance of 83.50 feet to the POINT OF BEGINNING.
Kenneth E Brace and Veronica Wooten Brace, Trustee(s), therein to The Brace Family Trust, U.T.D. 4 day of February, 2002	Unit 104, A portion of Lot 10, Harbour Villa Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida; being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, thence South 19°49'51" East along the Northeast line of said Lot 10, a distance of 25.00 feet; thence South 70°10'09" West, a distance of 72.33 feet to the Point of Beginning of this description; thence South 19°49'51" East a distance of 83.50 feet; thence South 70°10'09" West a distance of 18.00 feet thence North 19°49'51" West a distance of 83.50 feet thence North 70°10'09 East a distance of 18.00 feet to the Point of Beginning.
Margaret M Haines, a single woman	A portion of Lot 9, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of Lot 9, go thence S. 77°17'54" W., along the South line of said Lot 9, a distance of 14.28 feet; thence go N. 12°42'06" W., a distance of 55.27 feet; go thence S. 77°17'54" W., a distance of 83.33 feet to the Point of Beginning of this description; thence continue S. 77°17'54" W., a distance of 18.00 feet; thence N. 12°42'06" W., a distance of 83.50 feet; thence N. 77°17'54" E., a distance of 18.00 feet; thence S. 12°42'06" E., a distance of 83.50 feet to the Point of Beginning.
Marjorie L. Brace and Henry A. Brace, as Co. Trustees of the "Marjorie L. Brace Trust U/D/T October 8, 2001	A portion of Lot 10, Harbour Villa Section Two, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, FL, being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, thence South 19°49'51" East along the Northeast line of said Lot 10, a distance of 25.00 feet; thence South 70°10'09" West, a distance of 72.33 feet to the Point of Beginning of this description; thence South 19°49'51" East a distance of 83.50 feet; thence South 70°10'09" West a distance of 18.00 feet thence North 19°49'51" West a distance of 83.50 feet thence North 70°10'09 East a distance of 18.00 feet to the Point of Beginning.
William P Lundell, a single man	A portion of Lot 9, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Southeast corner of Lot 9, go thence S. 77 degrees 17' 54" W. along the South line of said lot 9 a distance of 14.28 feet; thence go N. 12 degrees 42' 06" W. a distance of 55.27 feet; go thence S. 77 degrees 17' 54" W. a distance of 101.33 feet to the Point of Beginning of this description; thence continue S. 77 degrees 17' 54" W. a distance of 18.00 feet; thence N. 12 degrees 42' 06" W. a distance of 83.50 feet; thence N. 77 degrees 17' 54" E. a distance of 18.00 feet; thence S. 12 degrees 42' 06" E. a distance of 83.50 feet to the Point of Beginning.

OWNER

LEGAL DESCRIPTION

David W Newey	Unit 106: A portion of Lot 10, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, go thence South 19 degrees, 49' 51" East along the Northeast line of said Lot 10, a distance of 25.00 feet; thence South 70 degrees 10' 09" West, a distance of 54.33 feet to the Point of Beginning of this description; thence South 19 degrees 49' 51" East, a distance of 83.50 feet; thence South 70 degrees 10' 09" West a distance of 18.00 feet; thence North 19 degrees 49' 51" West, a distance of 83.50 feet; thence North 70 degrees 10' 09" East, a distance of 18.00 feet to the Point of Beginning.										
Kenneth R Ruttle and Mary F Ruttle husband and wife	Unit 97, Being a portion of Lot 9, Harbour Villa, Section Two according to the Plat thereof, as recorded in Plat Book 25, Page 151, Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of Lot 9, go thence South 77 degrees, 17' 54" West along the South line of said Lot 9, a distance of 14.28 feet; thence go North 12 degrees 42' 06" West, a distance of 55.27 feet; thence South 77 degrees 17' 54" West, a distance of 119.33 feet to the Point of Beginning of this description; thence continue South 77 degrees 17' 54" West, a distance of 29.33 feet; thence North 12 degrees 42' 06" West, a distance of 83.50 feet; thence North 77 degrees, 17' 54" East, a distance of 29.33 feet; thence South 12 degrees 42' 06" East, a distance of 83.50 feet to the Point of Beginning.										
Pedro Rubio, Jr and Sheila L Rubio, his wife and Pedro J Rubio, a single man JTWR	A portion of Lot 10, HARBOUR VILLA SECTION TWO, according to the Plat thereof, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Northeast corner of said Lot 10, go thence South 19°49'51" East along the Northeast line of said Lot 10, a distance of 25.00 feet; go thence South 70°10'09" West, a distance of 25.00 feet to the POINT OF BEGINNING of this description; thence South 19°49'51" East a distance of 83.50 feet; thence South 70°10'09" West a distance of 29.33 feet; thence North 19°49'51" West, a distance of 83.50 feet; thence North 70°10'09" East a distance of 29.33 feet to the POINT OF BEGINNING.										
Name withheld pursuant to Fla. Stat. 119.071(4)(d)1.a.	Unit 87 A portion of Lot 8, HARBOUR VILLA SECTION TWO, as recorded in Plat Book 25, Page 151, of the Public Records of Brevard County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8, go thence S 88°49'55" W along the South line of said Lot 8 a distance of 25.000 feet; thence N 01°10'05" W a distance of 15.00 feet to Point of Beginning of this description; thence S 88°49'55" W a distance of 29.33 feet; thence N 01°10'05" W a distance of 83.50 feet; thence N 89°49'55" E a distance of 29.33 feet; thence S 01°19'05" E a distance of 83.50 feet to the Point of Beginning.										
Harbour Villa Townhouse Association, Inc., a Florida non-profit corporation	Lot 1, 2 and 3, HARBOUR VILLA SECTION ONE, recorded in Plat Book 25, Page 6, and Lots 4, 5, 6, 7 and 8, HARBOUR VILLA SECTION TWO, recorded in Plat book 25, Page 151, all in the Public Records of Brevard County, Florida; LESS AND EXCEPT all of the lands described in those certain deeds/instruments recorded in the Public Records of Brevard County, Florida, in the following books and pages: <table> <thead> <tr> <th>TAX PARCEL UNIT NUMBER</th><th>ORB/PAGE</th></tr> </thead> <tbody> <tr> <td>1.01</td><td>1982/25</td></tr> <tr> <td>1.02</td><td>2426/2053</td></tr> <tr> <td>1.03</td><td>3349/1073</td></tr> <tr> <td>1.04</td><td>3219/4921</td></tr> </tbody> </table>	TAX PARCEL UNIT NUMBER	ORB/PAGE	1.01	1982/25	1.02	2426/2053	1.03	3349/1073	1.04	3219/4921
TAX PARCEL UNIT NUMBER	ORB/PAGE										
1.01	1982/25										
1.02	2426/2053										
1.03	3349/1073										
1.04	3219/4921										

LEGAL DESCRIPTION

OWNER

1.05	3004/3542
1.06	3113/4832
1.07	2919/2072
1.08	3359/1861
1.09	3385/2567
2.01	3430/4035
2.02	2619/2796
2.03	3421/2544
2.04	3582/1368
2.05	3044/2986
2.06	3557/1651
2.07	3671/4854
2.08	3520/356
3.01	3172/4705
3.02	3303/2131
3.02	3303/2131
3.03	2848/1381
3.04	3357/1313
3.05	2699/2096
3.06	3316/628
3.07	3578/4404
4.01	2699/2098
4.02	2453/2061
4.03	3668/3369
4.04	2210/2711
4.05	3684/1557
4.06	3328/1420
4.07	3214/2998
5.01	3411/2731
5.02	3343/68
5.03	2254/1722
5.04	2968/922

OWNER LEGAL DESCRIPTION

5.05	3193/3699
5.06	3147/2508
5.07	2854/2199
6.01	3515/1894
6.02	3631/4184
6.03	3463/944
6.04	3608/4574
6.05	3652/4842
6.06	2681/147
6.07	3480/612
6.08	2222/694
7.01	2361/2775
7.02	3124/951
7.03	2834/1253
74.04	3371/2021
7.05	3369/2255
7.06	3040/159
7.07	3309/3441
8.01	3375/760
8.02	3025/4078
8.03	3195/3620
8.04	2993/4318
8.05	3027/612
8.06	3301/3293
8.07	3510/2377

EXHIBIT C

ARTICLES OF INCORPORATION
OF
HARBOUR VILLA TOWNHOUSE
ASSOCIATION, INC.

FILED
Dec 31 3 01 PM '81
CLERK OF STATE
TALLAHASSEE, FLORIDA

IN compliance with the requirements of the undersigned, all of whom are residents of HARBOUR VILLA and of Indian Harbour Beach, Brevard County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is HARBOUR VILLA TOWNHOUSE ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1825 South Riverview Drive, Melbourne, Florida 32901.

ARTICLE III

JAMES L. REINMAN, whose address is 1825 South Riverview Drive, Melbourne, Florida 32901, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and desires to hereafter attain exempt status as an I.R.C. §501(c)(4) by duly applying therefor with the U.S. Department of the Treasury, Internal Revenue Service, or to likewise elect under I.R.C. §528 to receive certain tax benefits permitting the exclusion of the Homeowners Association's exempt function income from its gross income. The Association is formed to promote the social welfare of its members and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

See Exhibit "A" attached hereto and

hereby incorporated by reference herein.

In haec verba.

and to promote the health, safety and welfare of the residents, as aforesaid, within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and to fulfill this purpose to be able to have and perform the following powers:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Brevard County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the consent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an

instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area; provided that any such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) Association shall not and is not hereby empowered to participate or intervene directly or indirectly in any political campaign on behalf of or in opposition to any candidate for public office, buy may participate in nonpartisan voter education activities regarding the retention of the benefits of private property ownership and related matters; nor shall said Association carry on, as a substantial part of its activity, propaganda or otherwise attempt to influence legislation or an ordinance except an ancillary to its stated purposes and goals;

(i) Association shall not and is not hereby empowered to carry on any other activities not permitted to be carried on by a corporation exempt from Federal or State income taxes.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever comes earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1981.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of director until the selection of their successors are:

JOSEPH W. MIORELLI	1825 South Riverview Drive Melbourne, Florida 32901
HELEN M. MIORELLI	1825 South Riverview Drive Melbourne, Florida 32901
JAMES L. REINMAN	1825 South Riverview Drive Melbourne, Florida 32901

At the first annual meeting the members shall elect one director for a term of one (1) year, one director for a term of two

(2) years, and one director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one director for a term of three (3) years.

ARTICLE VIII

NOT FOR PROFIT

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof, as well as the rebate of excess membership dues, fees or assessments as appropriate when the same are deemed unnecessary to the furtherance of the purpose of the aforesaid purposes.

ARTICLE IX

BY LAWS

The By-Laws of the corporation may be made, altered or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership. *done*

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets will be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

EXHIBIT D

17 APRIL 2004

BY-LAWS
OF
HARBOUR VILLA TOWNHOUSE
ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is HARBOUR VILLA TOWNHOUSE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 98 Kristi Drive, Post Office Box 2033, Satellite Beach, Florida 32397, but meetings of members and directors may be held at such place within the State of Florida, County of Brevard, as may be designated by the Board of directors.

ARTICLE II
DEFINITIONS

SECTION 1. "Association" shall mean and refer to HARBOUR VILLA TOWNHOUSE ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

SECTION 6. "Declarant" shall mean and refer to DAYMOR DEVELOPMENT, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Court, Brevard County, Florida.

SECTION 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

17 APRIL 2004

ARTICLE III MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 P.M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($1/4$) of all of the votes of a Class A membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third ($1/3$) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS : SELECTION : TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of five Directors, who need be members of the Association.

SECTION 2. Term of Office. At the first annual meeting the members shall elect each of the five Directors who shall serve for one year terms.

SECTION 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

17 APRIL 2004

SECTION 4. Compensation. No Director shall receive compensation for services he may render to the Association as a Director or Officer. However, nothing herein shall prevent a member of the Board of Directors from being employed by the Association to perform contract services to the Association provided said contract is approved by the Board of Directors and provided that any interested Director shall not vote on any contract in which he has an interest.

SECTION 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for the election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

SECTION 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three Directors, after not less than one (1) days notice to each director.

SECTION 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a Quorum is present shall be regarded as the act of the Board.

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ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right to use the recreational facilities of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegate to this Association and not reserved to the membership by other provisions of these By-Laws, Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

SECTION 2. Duties. It shall be the duties of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to its members at the annual meeting of the members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) at their discretion, foreclose the lien against any property for which the assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association;

17 APRIL 2004

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and easement areas to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be a President who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and other such officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

SECTION 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall stand.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the the case of special offices created pursuant to Section 4 of this article.

SECTION 8. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes provided, however, that the President may designate in writing any other officer to execute checks or other documents on behalf of the Association in his absence.

17 APRIL 2004

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of Account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; and interests, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

17 APRIL 2004

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HARBOUR VILLA TOWNHOUSE ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the HARBOUR VILLA TOWNHOUSE ASSOCIATION, INC., have hereunto set our hands this 1st day of October, 2004.

[Signature]
Aime Braselton
Syrene Carter

[Signature]

STATE OF FLORIDA

COUNTY OF BREVARD

Signed to and sworn before me this 1st day of October, 2004.

Kathleen A. Randa
NOTARY PUBLIC

page 7 of 7



Kathleen A Randa
My Commission DD124808
Expires June 10, 2008

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-14-137

September 23, 2014

Ms. Thomasina F. Moore
The Law Offices of Moore & Moore, P.A.
37 N. Orange Ave., Suite 500
Orlando, FL 32801

Re: Harbour Villa Townhouse Association, Inc.

Dear Ms. Moore:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Harbour Villa Townhouse Association, Inc. and has determined that the documents comply with the requirements of chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation for the Harbour Villa Townhouse Association, Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Ms. Thomasina F. Moore
September 23, 2014
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FINAL ORDER NO. DEO-14-137

If you have any questions concerning this matter, please contact Curtis R. Beyer, Assistant General Counsel, at (850) 245-7150, or Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,



Ana Richmond
Bureau Chief, Bureau of Community Planning

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED,

Ms. Thomasina F. Moore
September 23, 2014
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FINAL ORDER NO. DEO-14-137

CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX (850) 921-3230

THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

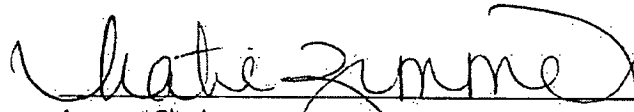
YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

Ms. Thomasina F. Moore
September 23, 2014
Page 4 of 4

FINAL ORDER NO. DEO-14-137

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 24th day of September, 2014.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Ms. Thomasina F. Moore
The Law Offices of Moore & Moore, P.A.
37 N. Orange Ave., Suite 500
Orlando, FL 32801

By interoffice delivery:

Curtis R. Beyer, Assistant General Counsel
Rozell McKay, Government Analyst I, Division of Community Planning