

This instrument prepared by
CURTIS R. MOSLEY, ESQ.
Mosley & Wallis, P.A.
Post Office Box 1210
Melbourne, Florida 32902-1210

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OF HARBOR POINTE, A CONDOMINIUM**

HARBOR POINTE OF TITUSVILLE, LLC, a Limited Liability Company, pursuant to the authority reserved in Article XIII of the Declaration of Condominium establishing HARBOR POINTE, A CONDOMINIUM, as recorded in Official Records Book 5493, Pages 2268 through 2374 as amended by First Amendment To Declaration of Condominium recorded in Official Records Book 5534, Page 0359, of the Public Records of Brevard County, Florida, and the Florida Condominium Act, hereby amends the Declaration as follows:

1. Section X, Use Restriction, is hereby amended by adding the following provisions:

SS. **Marina Kiosk**: The Association will conduct routine (monthly) monitoring and maintenance of the kiosk and educational pamphlets. The kiosk will display clean marina information and restrictions associated with the Marina facility. Brochures and pamphlets, available from FWCC's Imperiled Species Management Section shall be made available at all times at the kiosk. The kiosk and its contents will be maintained in perpetuity by the Association. The contents of the kiosk will be discussed at each annual Unit Owners meeting. Information contained in the kiosk will also be available for dissemination at each annual Unit Owners meeting or upon request by a Unit Owner.

TT. **Fish Cleaning**: No fish cleaning facilities will be constructed at this marina.

UU. **Manatee Awareness Signs**: Two Manatee awareness signs will be located and maintained on the main access pier.

VV. **Maximum Vessel Draft**: The maximum draft for any vessel using this facility is five feet.

WW. **Temporary Mooring**: Slips 49 and 50 will be used as temporary mooring for visitors of the upland residents. No temporary mooring will be allowed along the waterward side of the main access pier except where slips are proposed. Piles in the areas where mooring is not allowed will not extend above the deck and rope barriers will be placed along those areas with "no mooring" signs bolted to outside stringers.

XX. **Hurricane Preparation**: Upon approach of a tropical storm or hurricane, all potential sources of pollution will be removed by the Association and Boat Slip Owners. All vessels will be evacuated inland or moved out of slips to open waters or protected waters 24 hours prior to the arrival of storms. All trash receptacles, portable containers and cans of paint, cleaner, petro-chemicals etc. will be removed from the marina and stored on the uplands in a secure building. All oil and hazardous substance spills will be reported to the 24 hour State Emergency Response office at 800-320-0519 or the Orlando Emergency Response Office at 407-893-3337.

YY. **In Water Boat Cleaning**: Boat Slip Owners must use phosphate-free and biodegradable spray type cleaners that do not require rinsing. Sudsing cleaners that must be rinsed off and the use of detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates or lye will be prohibited. When possible, the boat should be removed from the marina and cleaning performed where debris can be captured and properly disposed of. Pressure washing for boat cleaning in the water will be prohibited. No in water hull scraping that may remove anti-fouling paint from the boat hull is permitted.

ZZ. **Bilge Water:** To minimize the occurrences of contaminated bilgewater and discharges, all Boat Slip Owners should check for leaks of oil and fuel into the bilge, and fix leaks that cause contamination of bilgewater. If oil and/or fuel gets into the bilge, Boat Slip Owners should use absorbent pads to remove as much of it from the bilge water as possible. Boat Slip Owners should inspect lines and hoses for deterioration, and secure and prevent lines from chafing. Bilge water should not be discharged to the waterway without proper filtration to separate the oil from the water. The use of emulsifying soaps such as dish detergent to clean the bilge is prohibited at this facility.

AAA. **Solid Waste Management:** Boat Slip Owners will properly dispose of all trash and sweepings into the trash receptacles along the main access pier. The Association will ensure that only wind proof trash receptacles are erected along the main pier. Trash receptacles shall be emptied twice per week, corresponding with established community trash pick up days.

BBB. **Use of Portable Sewage Pump-out Equipment:** The Condominium Association will maintain a functional portable pump out facility at all times. The kiosk on the uplands will encourage Boat Slip Owners to use shoreside facilities and include the location and instructions for use of the portable pump out equipment.

CCC. **Manatee Awareness:** Manatee educational information provided by the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section will be displayed by the Association via the kiosk, available by request and, disseminated at each annual homeowners meeting.

DDD. **Liveaboards:** No liveaboards will be allowed at this facility.


EEE. **Wave Break:** The wave break bottom will be maintained by the Association at least 4 feet above the bottom of the river. An acceptable alternative is no space between the wave break and the river bottom. Routine monitoring and maintenance of the wave break is required. During the first year of operation, a monitoring report will be submitted 30 days after construction is complete, at six months after construction is complete, and at one year after construction is complete, and annually after that. All pilings, panels, joints or other connection points, edges, aluminum angles and channels associated with the wave break assemble shall be inspected for deterioration and sharp edges and repaired or replaced as necessary. Where the wave break extends to the bottom, the Association shall monitor and repair or replace as necessary in the event scouring creates a space between the wave break and the river bottom. The reports shall be signed by the Association detailing the condition of the wave break and any problems or deficiencies detected during the inspections and submitted to FFWCC's Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600. All monitoring reports shall include photographs that demonstrate the structural integrity of the wave break assembly.

All other terms, provisions and conditions of the Declaration of Condominium shall remain in full force and effect and unchanged except as set forth herein.

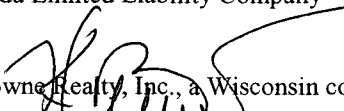
IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 17 day of April, 2009.


SIGNED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:


Print Name: PAMELA J. JONES

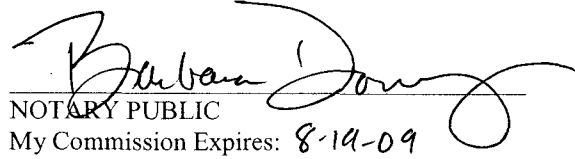
HARBOR POINTE OF TITUSVILLE, LLC,
A Florida Limited Liability Company



BY: Towne Realty, Inc., a Wisconsin corporation
BY: Kohn Bennett, Vice President


Print Name: Barbara Downey

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 17th day of April, 2008 by Kohn Bennett, Vice President of TOWNE REALTY, INC., a Wisconsin corporation, on behalf of HARBOR POINTE OF TITUSVILLE, LLC, a Florida Limited Liability Company. He is personally known to me or produced _____ as identification.


NOTARY PUBLIC
My Commission Expires: 8-19-09

NOTARY PUBLIC-STATE OF FLORIDA
 **Barbara Downey**
Commission # DD446461
Expires: AUG. 19, 2009
Bonded Thru Atlantic Bonding Co., Inc