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

CFN 2006029517 01-31-2006 03:05 pm
OR Book/Page: 5598 / 3218

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 28	#Names: 2	
Trust: 14.50	Rec: 225.00	Serv: 0.00
Dead: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00

**THIRD 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 5539, Page 0359 as amended by Second Amendment To Declaration of Condominium recorded in Official Records Book _____, Page _____ of the Public Records of Brevard County, Florida, and the Florida Condominium Act, hereby amends the Declaration as follows:

I

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situated in the City of Titusville, County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEET 4 OF EXHIBITS "A" and "E" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE AND MADE A PART HEREOF FOR LEGAL DESCRIPTION
OF PHASES ONE AND TWO.

The Condominium consists of ~~one (1)~~ two (2) buildings containing a total of ~~sixty-eight (68)~~ one-hundred thirty-eight (138) residential units and other appurtenant improvements as hereinafter described. Building A is a twelve (12) story building containing sixty-eight (68) units and seventy-eight (78) enclosed garage parking spaces. Building B is a twelve (12) story building containing seventy (70) units and seventy-six (76) enclosed garage parking spaces. In addition, there are ~~one-hundred sixty-three (163)~~ two-hundred one (201) parking spaces located on the condominium property. The enclosed garage parking spaces are located on floors 1 and 2 of Buildings A and B. Floors 3 through 11 inclusive of Building A, each contain seven (7) units per floor. Floor 12 of Building A contains five (5) units. Floors 3 through 12 inclusive of Building B each contain seven (7) units per floor. In Building A there are nine (9) Type "A" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,603 square feet. There are eighteen (18) Type "B" units each of which has three (3) bedrooms, two (2) baths with a den and contains approximately 2,196 square feet. There are eighteen (18) Type "C" units each of which has three (3) bedrooms, two (2) baths and contains approximately 2,108 square feet. There are ten (10) type "D" units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,918 square feet. There are nine (9) type "E" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,603 square feet. There are two (2) type "F" units each of which contains four (4) bedrooms, four (4) bathrooms and contains approximately 3,667 square feet. There are two (2) type "G" units each of which contains three (3) bedrooms, three (3) bathrooms and contains approximately 3,288 square feet. In Building B there are ten (10) Type "A" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,505 square feet. There are twenty (20) Type "B" units each of which has three (3) bedrooms, two (2) baths with a den and contains approximately 2,126 square feet. There are twenty (20) Type "C" units each of which has three (3) bedrooms, two (2) baths and contains approximately 2,045 square feet. There are ten (10) Type "D" units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,870 square feet. There are ten (10) Type "E" units each of which has three (3) bedrooms, three (3) baths

and contains approximately 2,507 square feet. The graphic description of each floor is shown on Sheets 5 through 16 inclusive, of Exhibits "A" and "E" to the Declaration of Condominium. The Developer, HARBOR POINTE OF TITUSVILLE LLC reserves the right to designate the garage parking spaces for the exclusive use of the unit owners, and upon such designation, the garages shall become limited common elements. For legal description, survey and plot plan of the condominium see Exhibit ~~AB~~ to the Declaration of Condominium. The Developer estimates Phase ~~One~~Two of the Condominium will be completed on or before ~~December 31, 2005~~; December 31, 2006. Phase One has been completed.

All other provisions of Article I shall remain in full force and effect and unchanged by this Amendment.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

- A. Attached hereto and made a part hereof, and marked Exhibit A consisting of twenty-four (24) pages, ~~and Exhibit "B" consisting of eight (8) pages and Exhibit "E" consisting of twenty-one (21) pages,~~ are boundary surveys of the entire premises of which Phases One, Two, Three and Four are a part, boundary surveys of each phase, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements in which units are located, and plot plans thereof, identifying the units, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

Allen Engineering, Inc.
By: Robert M. Salmon
Professional Land Surveyor
No. 4262, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each unit is identified and designated by a specific number. No unit bears the same numerical designation as any other unit. The specific numbers identifying each unit are listed on Sheets 7 through 16 inclusive of Exhibits "A" and "E" attached to this Declaration of Condominium.

All other provisions of Article II shall remain in full force and effect and unchanged by this Amendment.

III

OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided ~~one-sixty eighth (1/68)~~ one-one-hundred thirty-eighth (1/138) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common elements shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided ~~one-sixty eighth (1/68)~~ one-one-hundred thirty-eighth (1/138) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the

common elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until this condominium unit project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units owned by the Developer in order that the said units may be used together as one (1) integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over streets, walks, terraces and other common elements from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common elements.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common elements shall be subject to a perpetual easement in gross granted to HARBOR POINTE CONDOMINIUM ASSOCIATION, INC., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. The Association shall have the right to grant utility easements under, through or over the common elements and such other easements as the Board, in its sole discretion, shall decide. The consent of the Unit Owners to the granting of any such easement shall not be required.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such Unit Owner's share of the ownership of the common elements, that is ~~one-sixty eighth (1/68)~~ one-one-hundred thirty-eighth (1/138).

All other provisions of Article III shall remain in full force and effect and unchanged by this Amendment.

IV

UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The units of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the units. The boundaries of the units are more specifically shown in Exhibits "A" and "E", attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit in this condominium shall mean a unit which has been substantially completed as evidenced by the issuance of a Certificate of Occupancy or its equivalent by the appropriate governmental agency.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are seventy-eight (78) enclosed garage parking spaces as shown on

Sheets 5 and 6 of Exhibit "A" and seventy-six (76) enclosed garage parking spaces as shown on Sheets 5 and 6 of Exhibit "E". These garage parking spaces are common elements for which the Developer reserves the right to designate the unit which shall be entitled to exclusive use of the garage parking space. After such designation the garage parking space shall be appurtenant to the unit and shall become a limited common element. The Developer may charge a fee for the assignment of these garage parking spaces, in its sole discretion.

All other provisions of Article IV shall remain in full force and effect and unchanged by this Amendment.

VI.

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of ~~sixty-eight (68)~~ one-hundred thirty-eight (138) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner," as used herein, shall be deemed to include the Developer.

All other provisions of Article VI shall remain in full force and effect and unchanged by this Amendment.

VII.

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance and operation of common elements and limited common elements, landscaping, streets and walkways, office expenses, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. Each Unit Owner shall be liable for the payment to the Association of ~~one sixty-eighth (1/68)~~ one-one-hundred thirty-eighth (1/138) of the common expenses as determined in said budget. Each Boat Slip owner will pay user fees to the Association as set forth in the Marina budget as set forth below.

All other provisions of Article VII shall remain in full force and effect and unchanged by this Amendment.

XIV

TERMINATION OF CONDOMINIUM

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof; to-wit:

AN UNDIVIDED ~~ONE SIXTY-EIGHTH (1/68)~~ ONE-ONE-HUNDRED THIRTY-EIGHT (1/138)

All other provisions of Article XI shall remain in full force and effect and unchanged by this Amendment.

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 ____ day of _____, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Print Name:

Print Name:

DEVELOPER:

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

BY: Towne Realty, Inc., a Wisconsin
corporation

BY: _____
Kohn Bennett, Vice President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, 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:

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof, to-wit:

AN UNDIVIDED ~~ONE SIXTY-EIGHTH (1/68)~~ ONE-ONE-HUNDRED THIRTY-EIGHT (1/138)

All other provisions of Article XI shall remain in full force and effect and unchanged by this Amendment.

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 9 day of January, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tamela J. June
Print Name: Tamela J. June

Billie Jo Gentry
Print Name: Billie Jo Gentry

DEVELOPER:

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

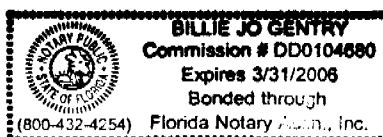
BY: Towne Realty, Inc., a Wisconsin
corporation

BY: Kohn Bennett, Vice President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 26 day of January, 2006, 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.

Billie Jo Gentry
NOTARY PUBLIC
My Commission Expires: 3/31/2006



SURVEYOR'S CERTIFICATE FOR HARBOR POINTE, A CONDOMINIUM PHASE 2

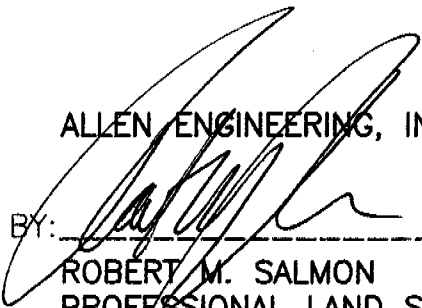
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS, TO-WIT:


I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "E" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "E" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING HARBOR POINTE, PHASE 2, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 22ND DAY OF DECEMBER 2005, A.D.

ALLEN ENGINEERING, INC.

BY: 
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO 4262

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22ND DAY OF DECEMBER, 2005 BY ROBERT M. SALMON, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH.


JILL B. NICKEL
NOTARY PUBLIC—STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 2006
MY COMMISSION NO IS DD124038



Jill B Nickel
My Commission DD124038
Expires July 05, 2006

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
DECEMBER 22, 2005

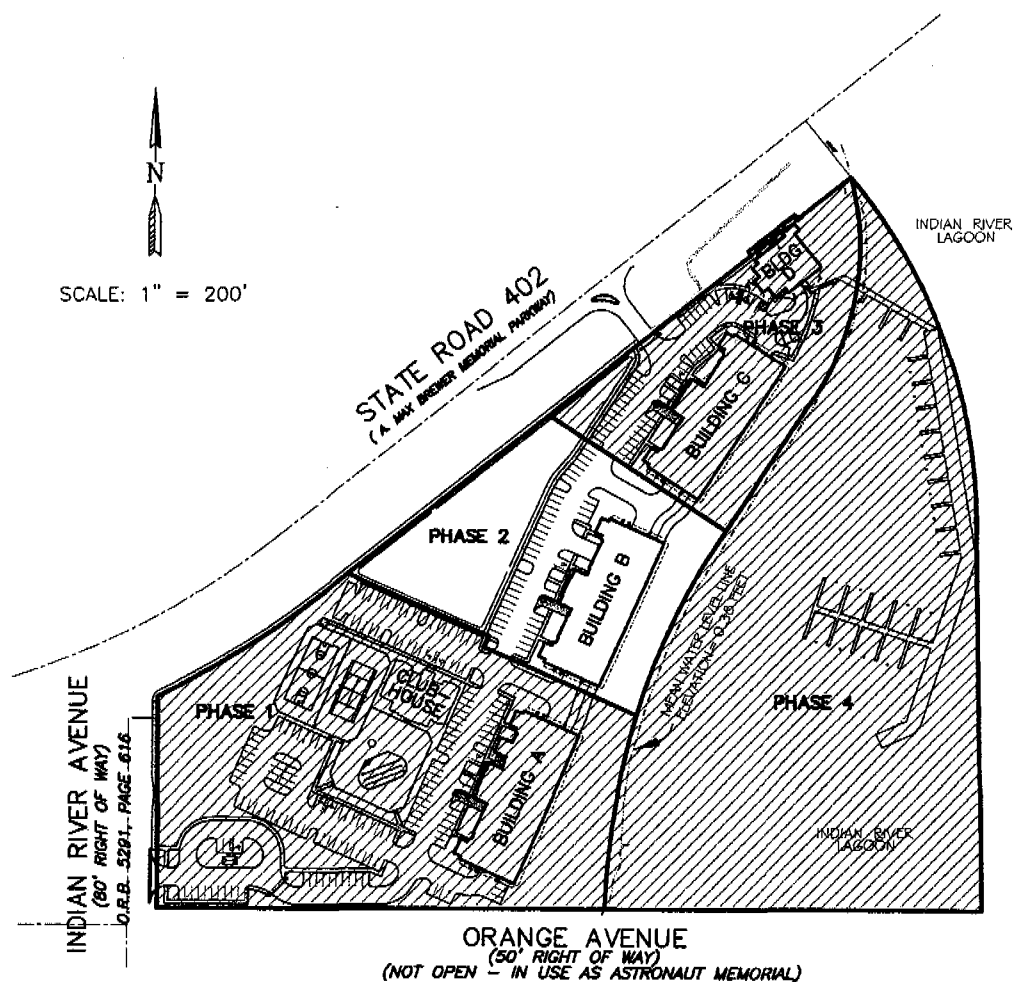
EXHIBIT "E-1"

SHEET 1 OF 1

HARBOR POINTE, A CONDOMINIUM

PHASE 2

GRAPHIC PLOT PLAN OF PROPOSED IMPROVEMENTS



NOTES:

1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND NOTES CONCERNING THE GRAPHIC PLOT PLAN.

2.  = HATCHED AREAS ARE NOT A PART.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
DECEMBER 22, 2005
REVISED JANUARY 17, 2006

EXHIBIT "E"

SHEET 1 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN :

1. Harbor Pointe, A Condominium Phase 2, shall contain Building B, a 12-story Building containing 2 parking floors and 10 residential floors. The 2 parking floors shall contain 76 garage parking spaces and the 10 residential floors shall contain 70 units. Harbor Pointe, A Condominium Phase 2 shall also contain driveways, walkways, parking areas and open landscaped areas.
2. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the declaration of condominium.
3. The graphic plot plan was prepared from an Engineering Site Plan, prepared by Allen Engineering, Inc.

HARBOR POINTE PARENT PARCEL:

A portion of Section 34, Township 21 South, Range 35 East, and Section 3, Township 22 South, Range 35 East and being those parcels described in deeds recorded in Official Records Book 4721, Page 3187 and Official Records Book 4247, Page 2140, both of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 3; thence N89°58'03"E, along the North line of said Section 3, a distance of 2,933.63 feet, to the East right of way line of Indian River Avenue (an 80.0 foot right of way) and the POINT OF BEGINNING of the herein described parcel; thence the following 11 courses along the perimeter boundaries of the aforesaid parcels: (1) N00°28'50"E, along said East right of way line, a distance of 28.89 feet, to the South right of way line of State Road 402, and a point of intersection with a non-tangent curve, concave Northwesterly, having a radius of 1,246.28 feet and a central angle of 11°55'39"; (2) Northeasterly, along said South right of way line and the arc of said curve to the left, a distance of 259.44 feet (said arc subtended by a chord bearing N57°42'58"E, a distance of 258.98 feet), to a point of tangency; (3) N51°45'09"E, along said South right of way line, a distance of 754.23 feet; (4) N38°14'51"W, a distance of 7.00 feet; (5) N51°45'09"E, along a line parallel with and 7.00 feet North of said South right of way line, a distance of 80.00 feet; (6) S38°14'51"E, a distance of 7.00 feet, to said South right of way line; (7) N51°45'09"E, along said South right of way line, a distance of 93.00 feet, to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 750.00 feet and a central angle of 38°43'00"; (8) Southerly, along the arc of said curve to the right, a distance of 506.80 feet (said arc subtended by a chord bearing S19°59'57"E, a distance of 497.21 feet), to a point of tangency; (9) S00°38'27"E, a distance of 536.66 feet; (10) N89°36'17"W, a distance of 1,125.60 feet, to the East right of way line of said Indian River Avenue; (11) N00°28'50"E, along said East right of way line, a distance of 254.88 feet, to the POINT OF BEGINNING; Containing 17.06 acres, more or less.

The above described property contains both submerged and upland property.

SURVEYOR'S NOTES:

1. The bearings shown hereon are based on a bearing of N89°58'03"E along the South line of Section 34.
2. The elevations shown hereon are based on United States Coast & Geodetic Survey monument "SE BASE 1933", elevation = 27.01 feet, 1929 National Geodetic Vertical Datum.
3. Only above ground evidence of utilities was located by this survey.
4. According to the National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) for Brevard County, Florida and Incorporated Areas, Panel 185 of 727, this property is located in community number 125152 and lies within Special Flood Hazard Area AE, Base Flood Elevation 4; Special Flood Hazard Area AE, Base Flood Elevation 5; Other Flood Area, Zone X and Other Area Zone X. Special Flood Hazard Area AE is defined on the F.I.R.M. as "AREAS INUNDATED BY 100-YEAR FLOOD", Other Flood Area X is defined as "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD"; Other Area Zone X is defined as "AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN".

ABBREVIATION	DEFINITION
CONC.	CONCRETE
BLDG.	BUILDING
WPP	WOOD POWER POLE
GA	GUY ANCHOR
OHW	OVERHEAD WIRE
OHGW	OVERHEAD GUY WIRE
MH	MANHOLE
TRB	TELEPHONE RISER BOX
NPS	NO PARKING SIGN

ABBREVIATION	DEFINITION
FGP	FENCE GATE POST
C.L.	CHAIN LINK
SLS	SPEED LIMIT SIGN
CPP	CONCRETE POWER POLE
WDP	WOOD POST
UGE	UNDERGROUND ELECTRIC
F.F.	FINISHED FLOOR
EL.	ELEVATION
A/C	AIR CONDITIONER COMPRESSOR

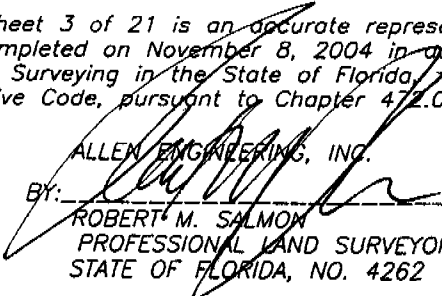
NOTES:

1. SEE SHEET 3 FOR THE SKETCH TO ACCOMPANY THE LEGAL DESCRIPTION.

CERTIFICATION:

I hereby certify the Sketch of Survey shown on Sheet 3 of 21 is an accurate representation of a survey performed under my direction and completed on November 8, 2004 in accordance with the "Minimum Technician Standards" for Land Surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes

Not valid without the signature
and the original raised seal of
a Florida licensed Surveyor and
Mapper

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

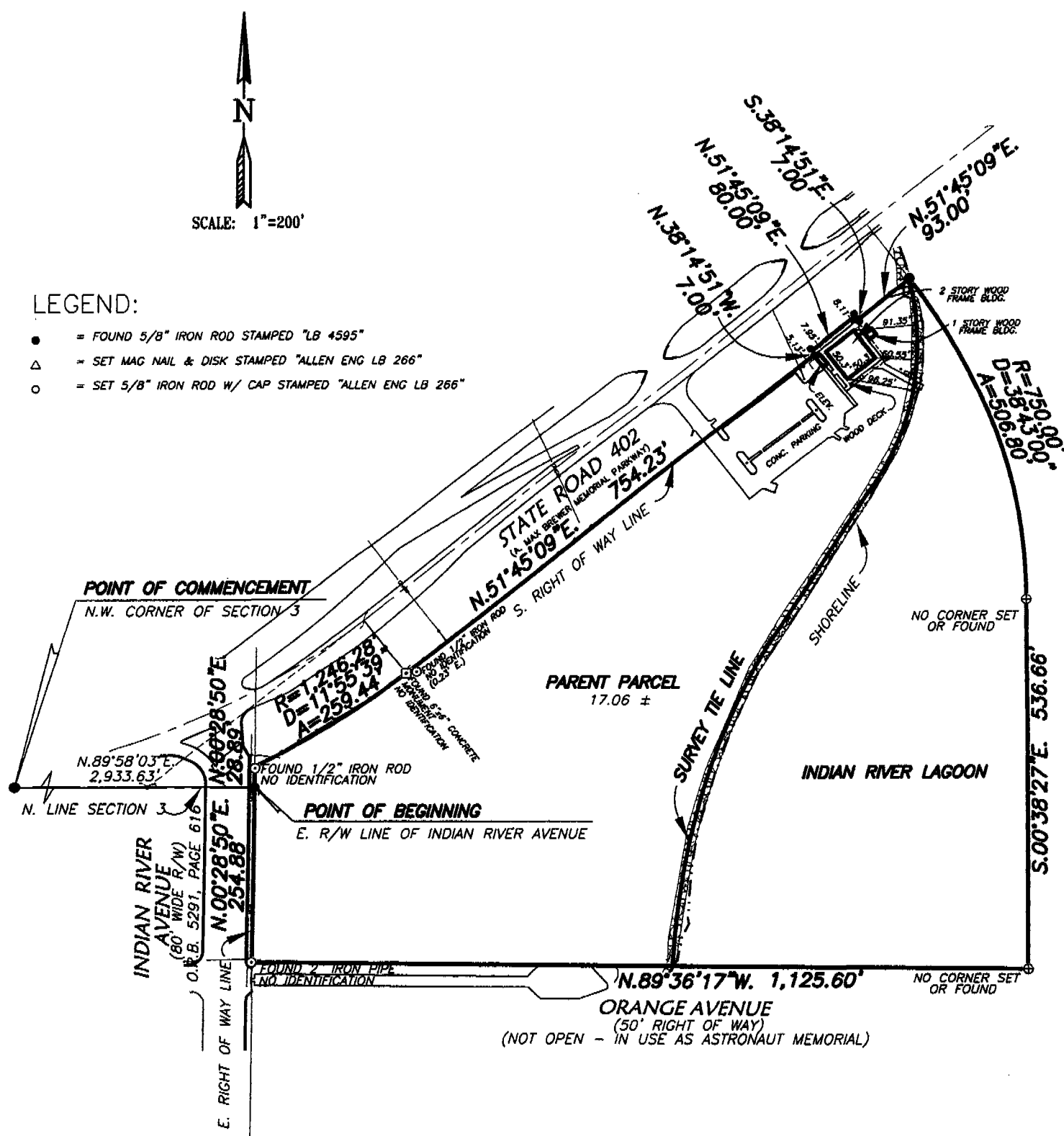
ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
DECEMBER 22, 2005

EXHIBIT "E"

SHEET 2 OF 21

HARBOR POINTE, A CONDOMINIUM PHASE 2

SKETCH OF BOUNDARY SURVEY - PARENT PARCEL



NOTES:

1. REFER TO SHEET 2 FOR THE SURVEYOR'S NOTES, SURVEYOR'S CERTIFICATION AND PARENT PARCEL LEGAL DESCRIPTION.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCA BEACH, FLORIDA
DECEMBER 22, 2005

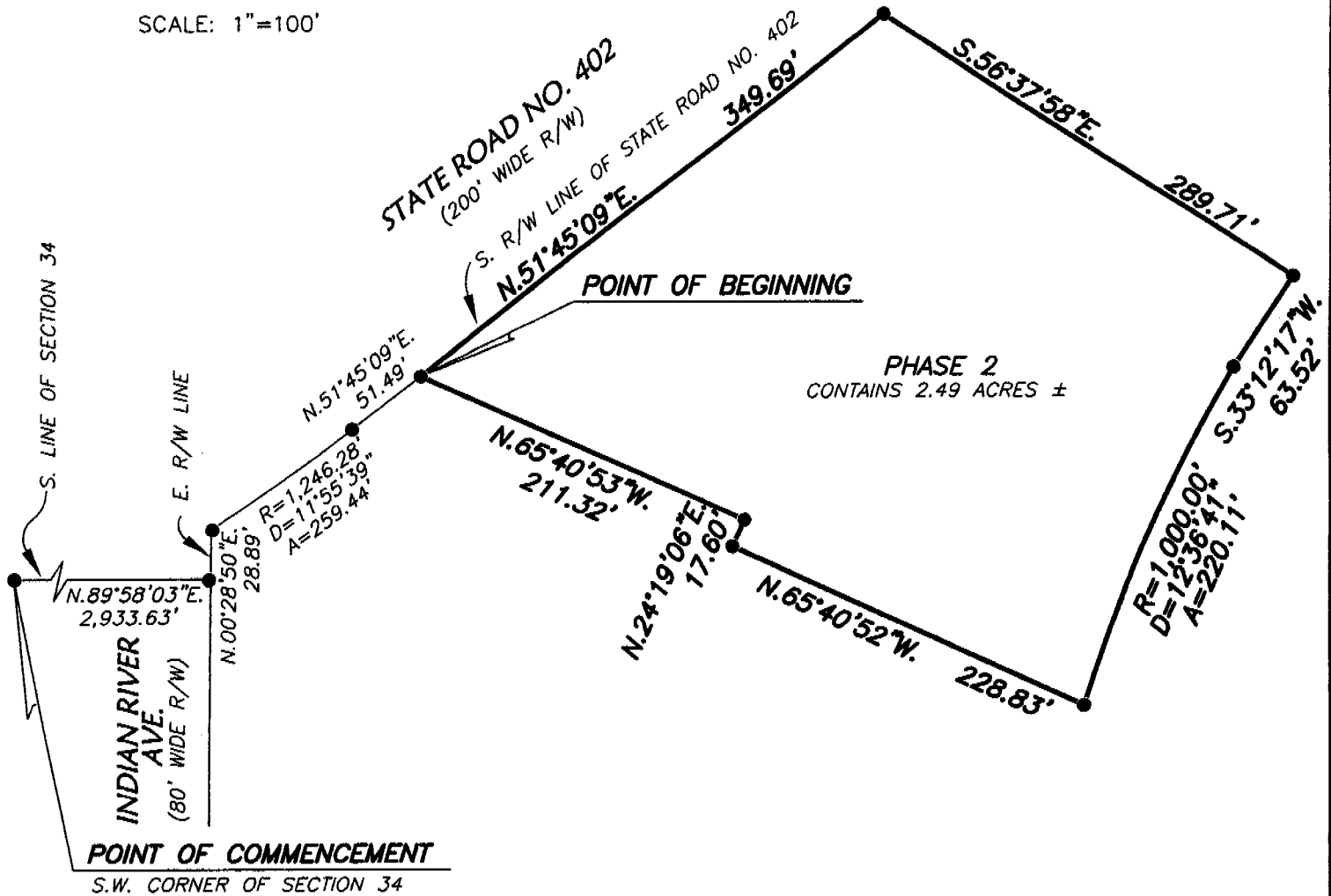
EXHIBIT "E"

SHEET 3 OF 21

HARBOR POINTE, A CONDOMINIUM PHASE 2



SCALE: 1"=100'



Description: Harbor Pointe - Phase 2

A portion of Section 34, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 34; thence $N89^{\circ}58'03''E$, along the South line of said Section 34, a distance of 2,933.63 feet, to a point on the East right of way line of Indian River Avenue (an 80.00 foot wide right of way); thence $N00^{\circ}28'50''E$, along said East right of way line, a distance of 28.89 feet, to a point on the South right of way line of State Road Number 402 (a 200.00 foot wide right of way) and a point of intersection with a non-tangent curve, concave Northwesterly, having a radius of 1,246.28 feet and a central angle of $11^{\circ}55'39''$; thence Northeasterly, along said South right of way line, and along the arc of said curve to the left, a distance of 259.44 feet (said arc subtended by a chord bearing $N57^{\circ}42'58''E$, a distance of 258.98 feet), to a point of tangency; thence $N51^{\circ}45'09''E$, along said South right of way line, a distance of 51.49 feet, to the POINT OF BEGINNING of the herein described parcel; thence continue, $N51^{\circ}45'09''E$, along said South right of way line, a distance of 349.69 feet; thence $S56^{\circ}37'58''E$, a distance of 289.71 feet; thence $S33^{\circ}12'17''W$, a distance of 63.52 feet, to a point of intersection with a non-tangent curve, concave Southeasterly, having a radius of 1,000.00 feet and a central angle of $12^{\circ}36'41''$; thence Southwesterly, along the arc of said curve to the left, a distance of 220.11 feet (said arc subtended by a chord bearing $S25^{\circ}36'19''W$, a distance of 219.66 feet), to a point of intersection with a non-tangent line; thence $N65^{\circ}40'52''W$, a distance of 228.83 feet; thence $N24^{\circ}19'06''E$, a distance of 17.60 feet; thence $N65^{\circ}40'53''W$, a distance of 211.32 feet, to the POINT OF BEGINNING; Containing 2.49 acres, more or less.

SURVEYOR'S NOTES:

1. REFER TO THE BOUNDARY SURVEY OF THE PARENT PARCEL ON SHEET 4 FOR THE LOCATION OF THE EXISTING IMPROVEMENTS & ENCROACHMENTS ON THE SITE.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
DECEMBER 22, 2005

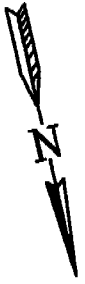
EXHIBIT "E"

SHEET 4 OF 21

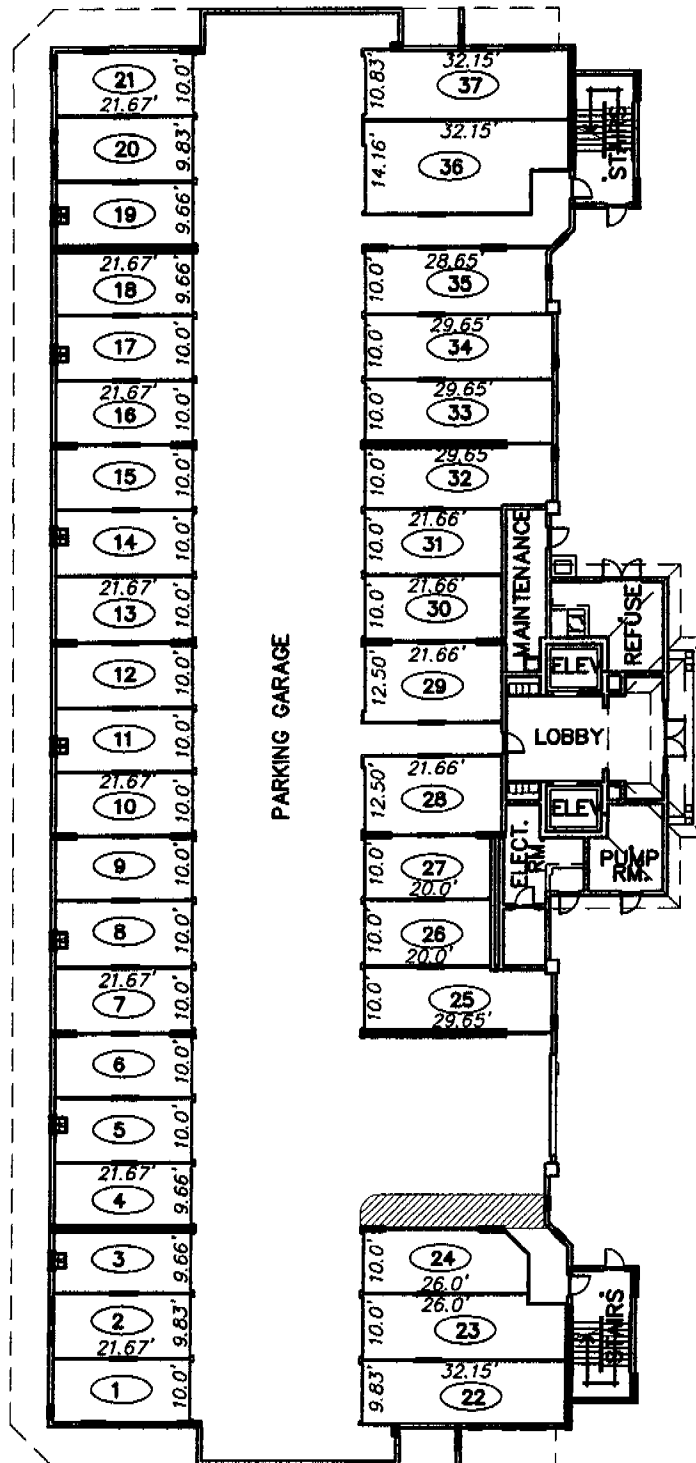
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

FIRST FLOOR PLAN



SCALE: 1" = 30'



SURVEYOR'S NOTES:

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 8.08 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 16.75 FEET.
3. (19) INDICATES THE PARKING SPACE DESIGNATION.
4. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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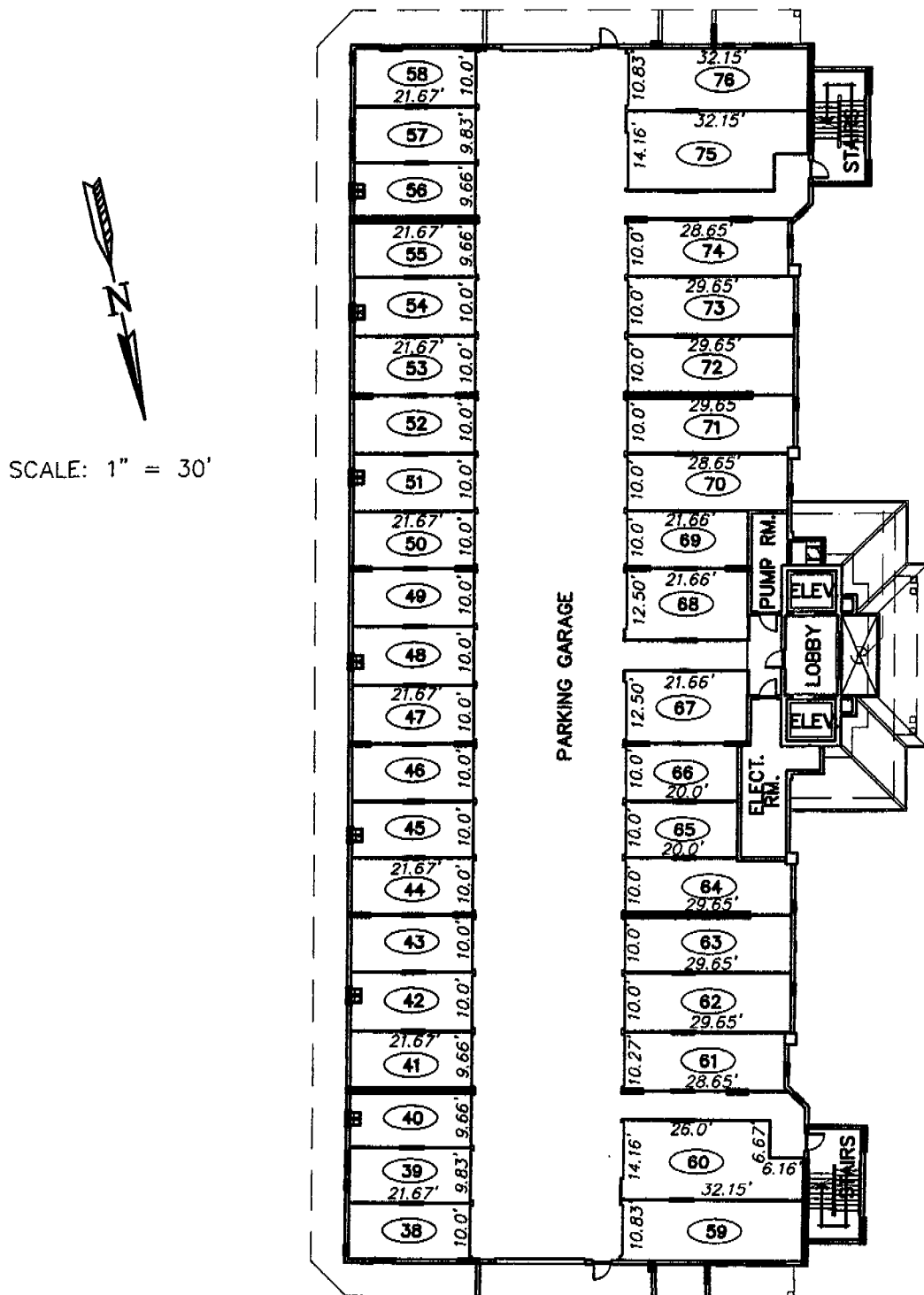
EXHIBIT "E"

SHEET 5 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

SECOND FLOOR PLAN



SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 17.42 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 26.75 FEET.
3. (19) INDICATES THE PARKING SPACE DESIGNATION.
4. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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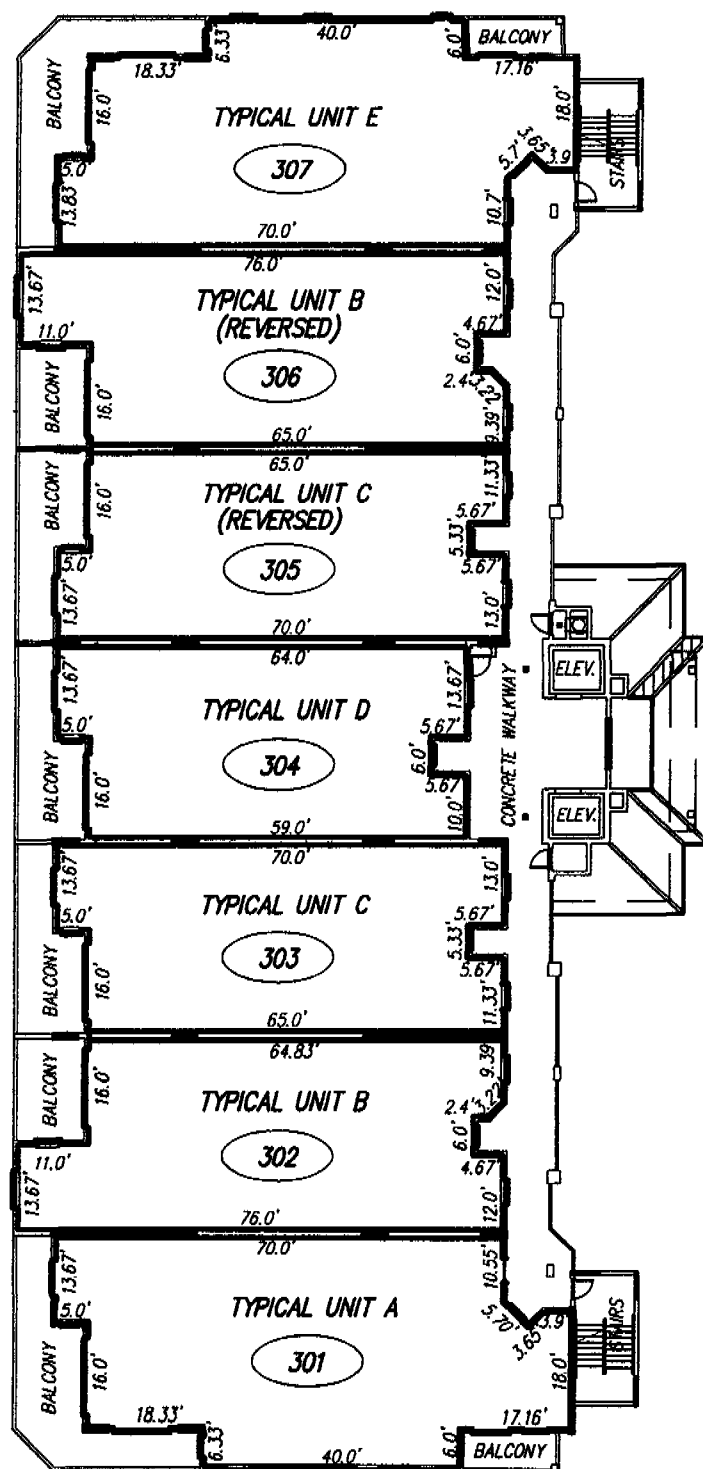
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

THIRD FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 27.42 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 36.09 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (301) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

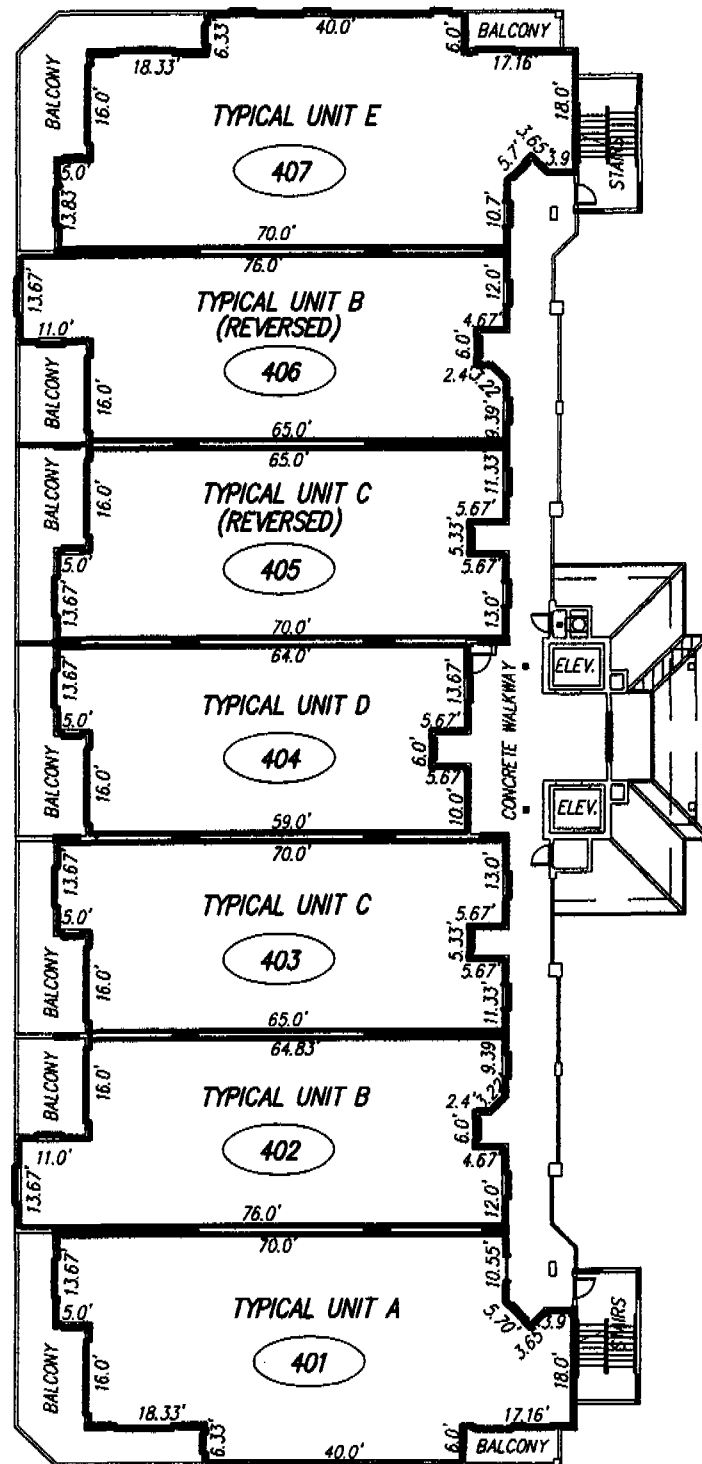
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

FOURTH FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 36.76 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 45.43 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (401) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

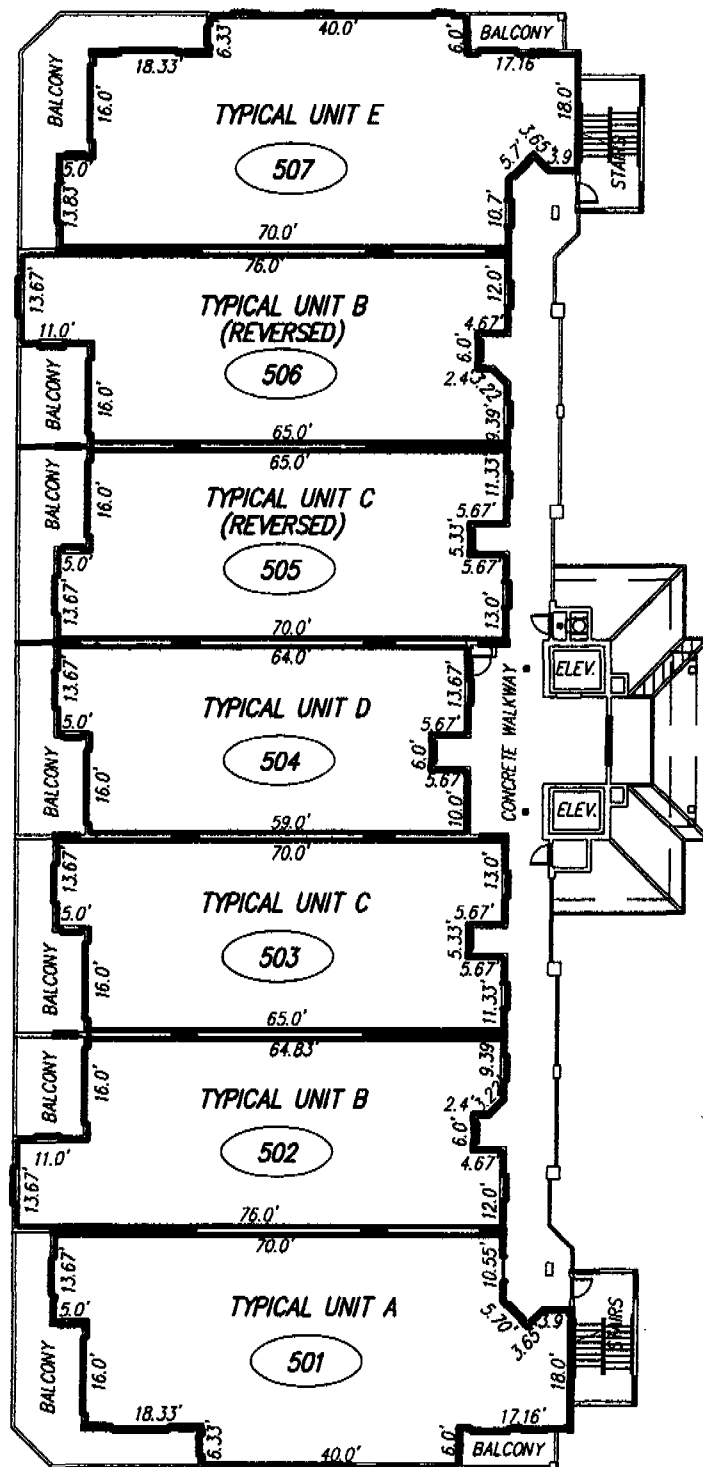
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

FIFTH FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 46.10 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 54.77 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (501) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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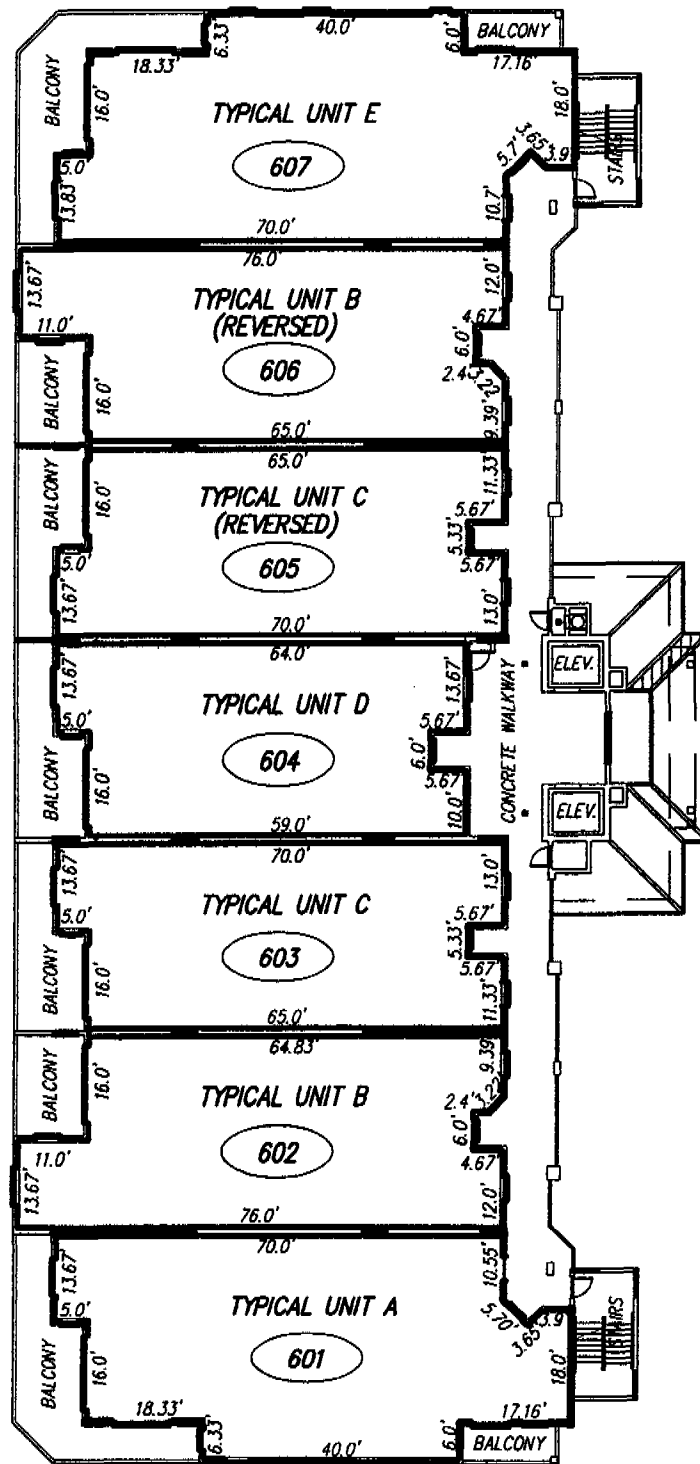
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

SIXTH FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

1. THE SIXTH FLOOR FINISHED FLOOR ELEVATION IS 55.44 FEET.
2. THE SIXTH FLOOR FINISHED CEILING ELEVATION IS 64.11 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (601) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

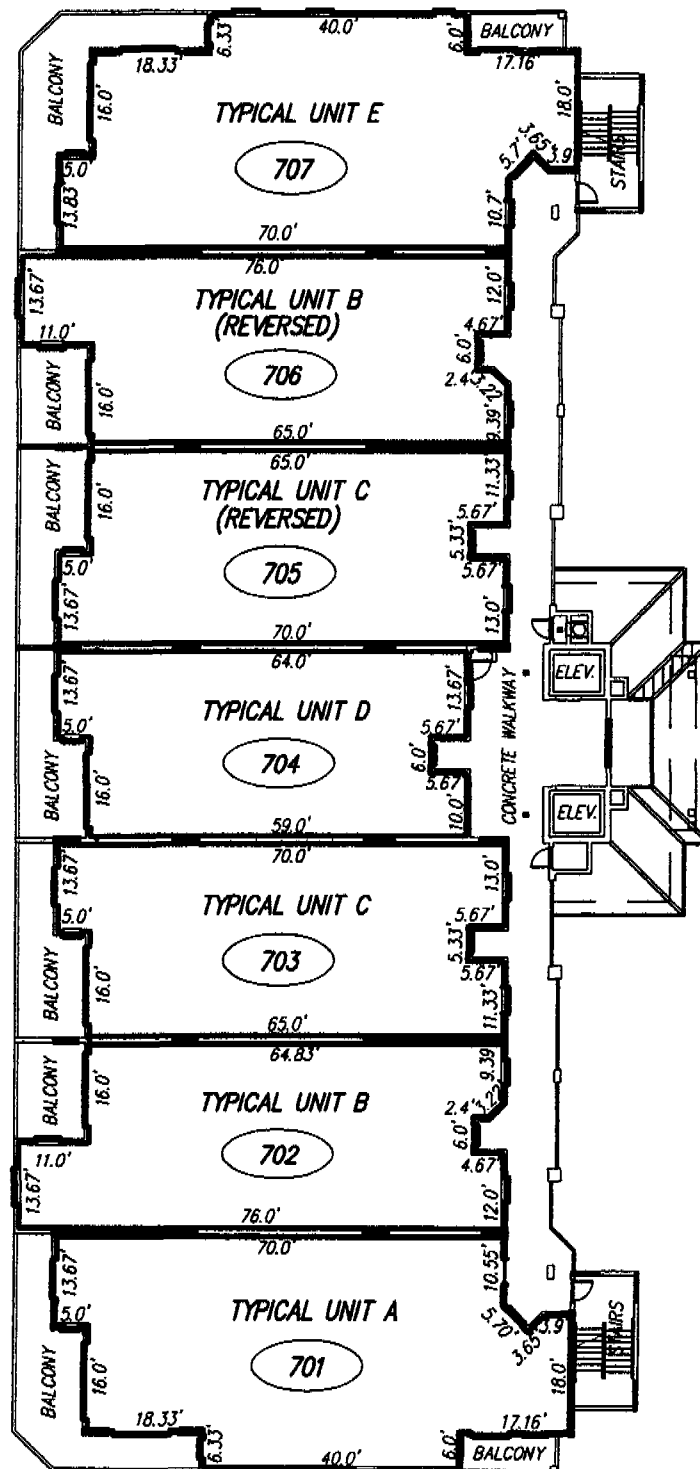
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

SEVENTH FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

1. THE SEVENTH FLOOR FINISHED FLOOR ELEVATION IS 64.78 FEET.
2. THE SEVENTH FLOOR FINISHED CEILING ELEVATION IS 73.45 FEET.
3. — INDICATES THE LIMITS OF THE UNITS.
4. (701) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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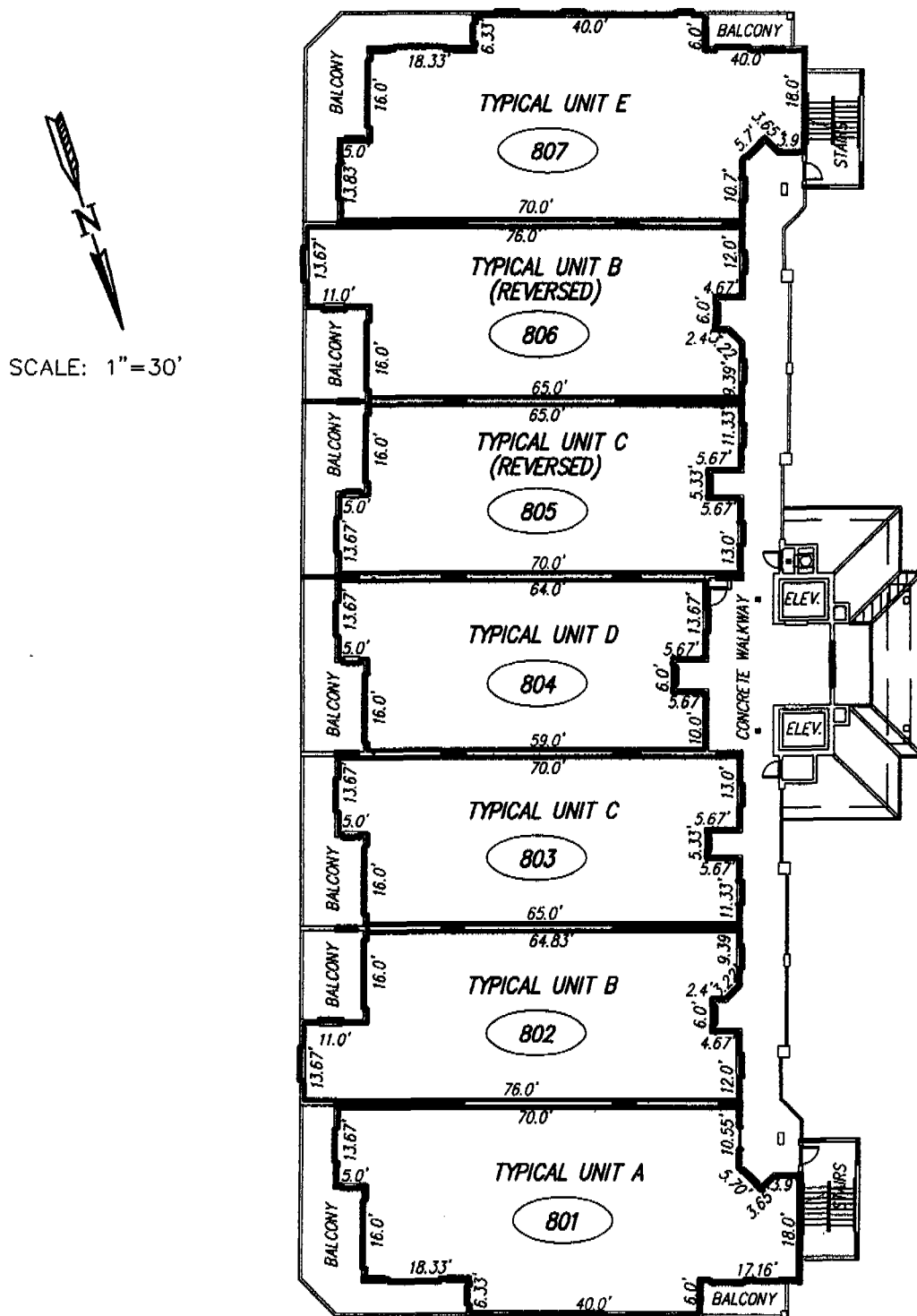
EXHIBIT "E"

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HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

EIGHTH FLOOR PLAN



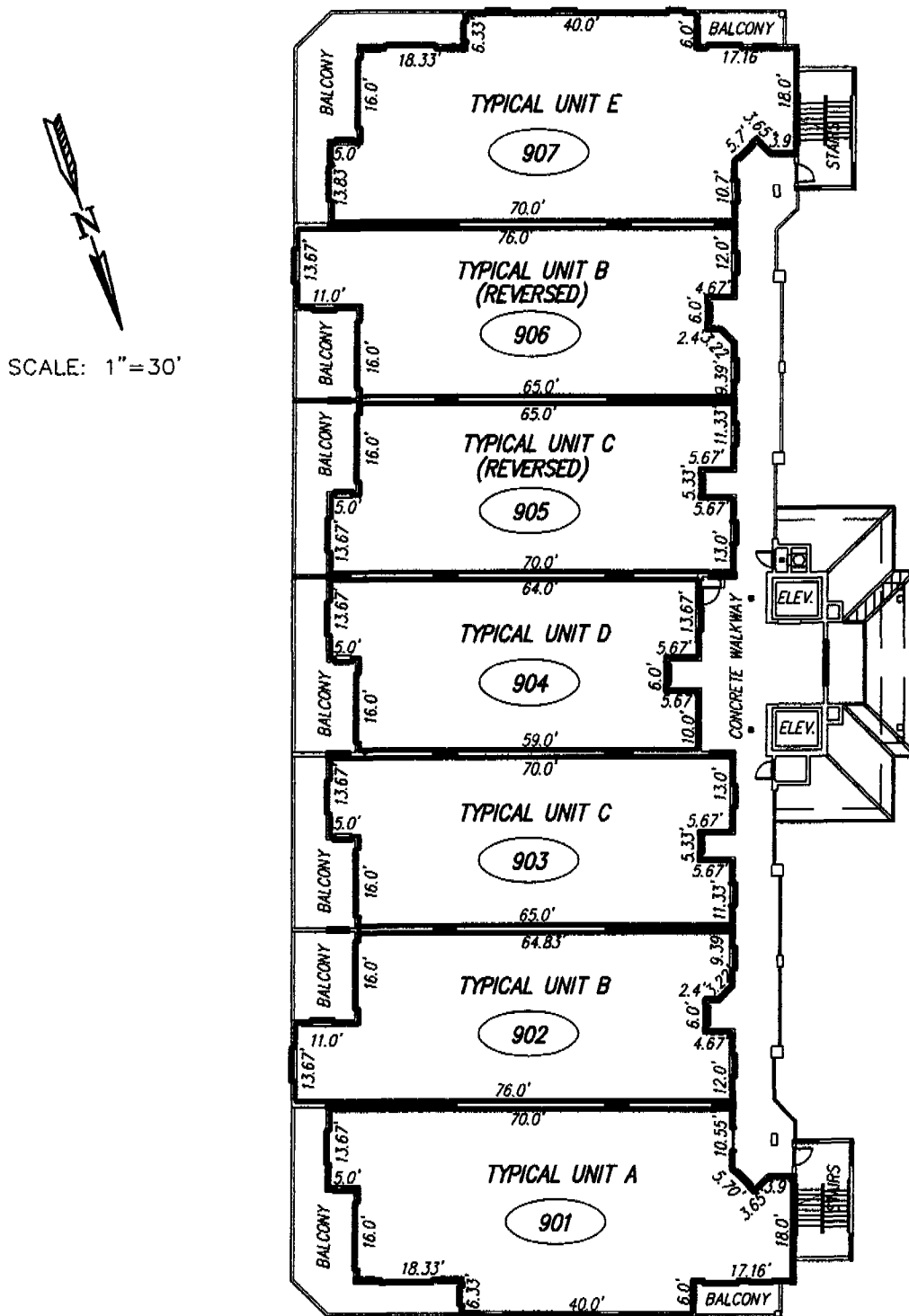
SURVEYOR'S NOTES:

1. THE EIGHTH FLOOR FINISHED FLOOR ELEVATION IS 74.12 FEET.
2. THE EIGHTH FLOOR FINISHED CEILING ELEVATION IS 82.79 FEET.
3. — INDICATES THE LIMITS OF THE UNITS.
4. (301) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

NINTH FLOOR PLAN



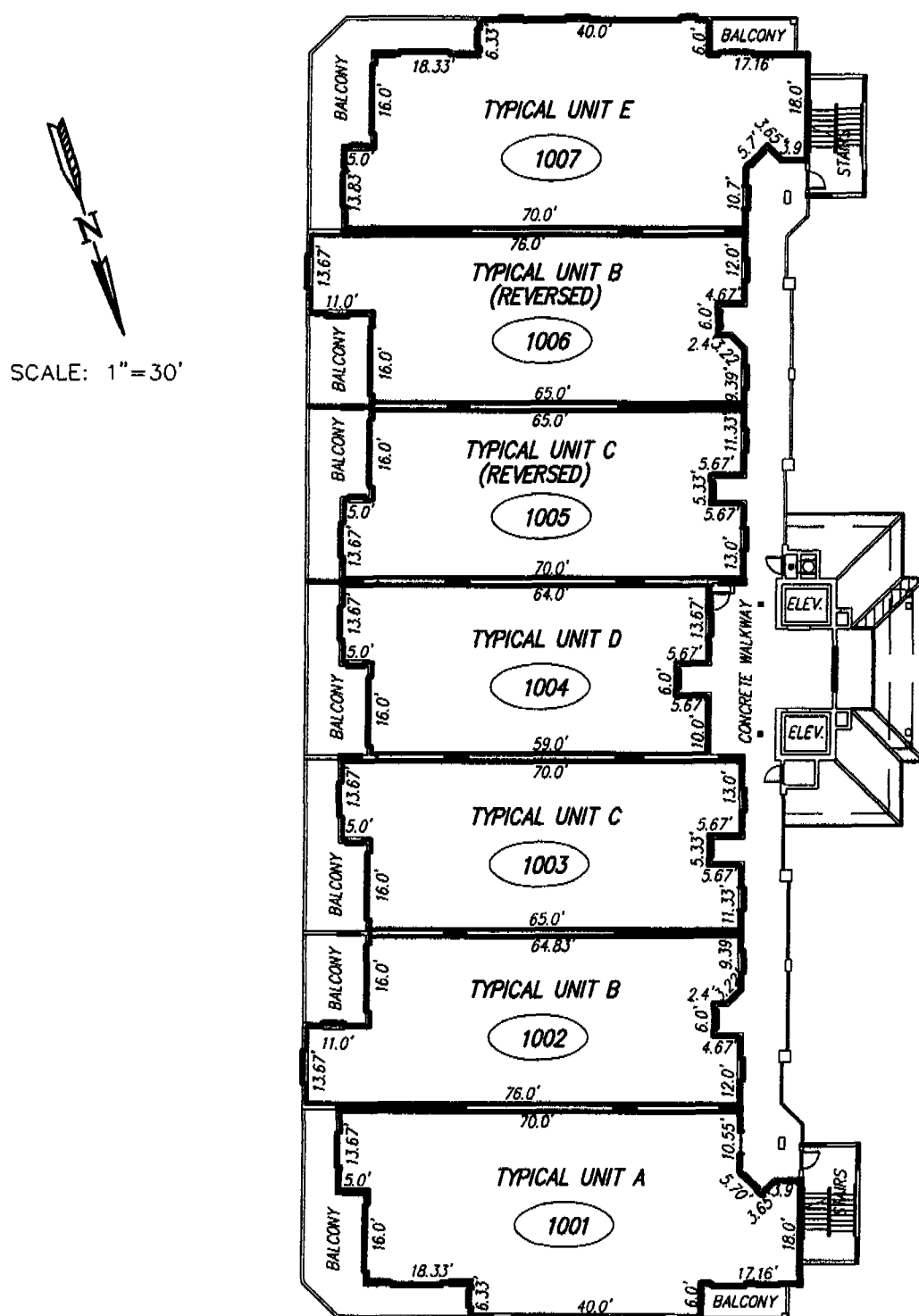
SURVEYOR'S NOTES:

1. THE NINTH FLOOR FINISHED FLOOR ELEVATION IS 83.46 FEET.
2. THE NINTH FLOOR FINISHED CEILING ELEVATION IS 92.13 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (901) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

TENTH FLOOR PLAN



SURVEYOR'S NOTES:

1. THE TENTH FLOOR FINISHED FLOOR ELEVATION IS 92.80 FEET.
2. THE TENTH FLOOR FINISHED CEILING ELEVATION IS 101.47 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (1001) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

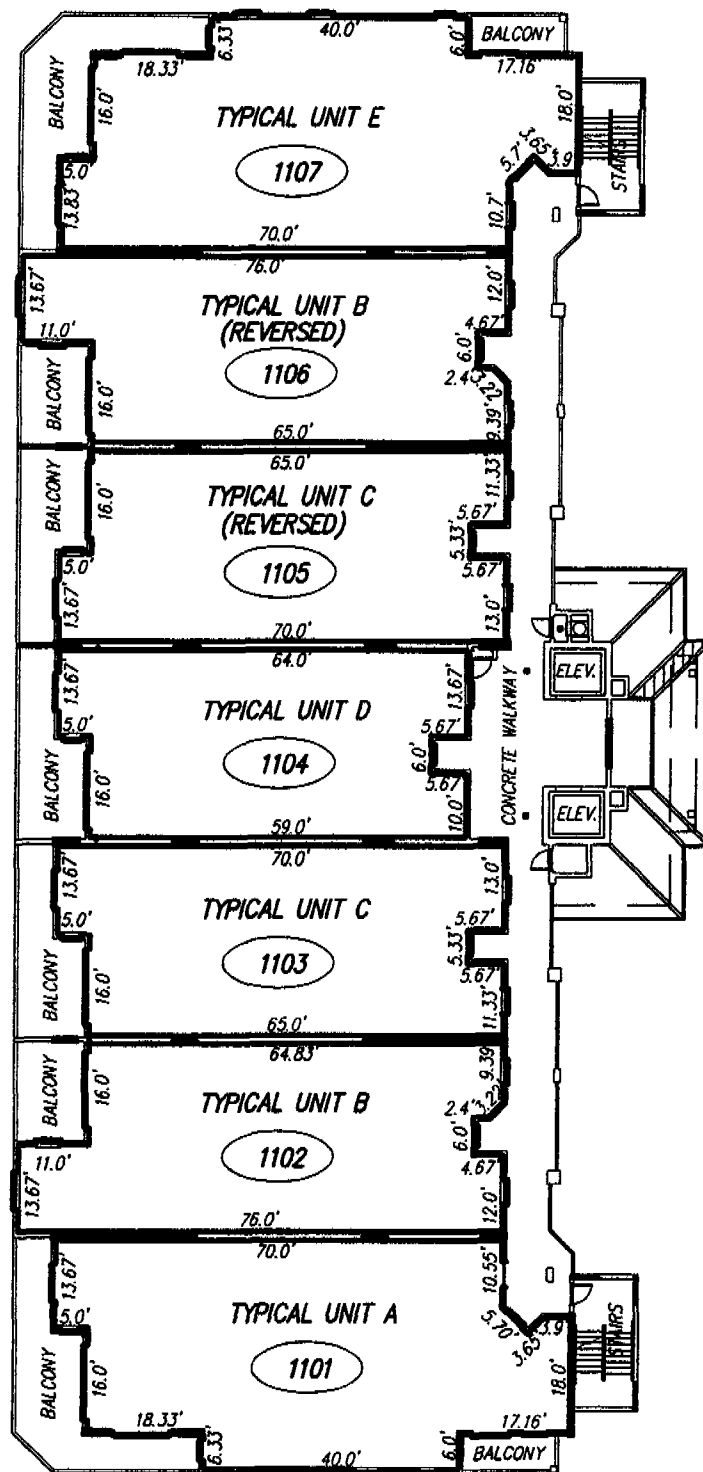
HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

ELEVENTH FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

1. THE ELEVENTH FLOOR FINISHED FLOOR ELEVATION IS 102.14 FEET.
2. THE ELEVENTH FLOOR FINISHED CEILING ELEVATION IS 111.47 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (1101) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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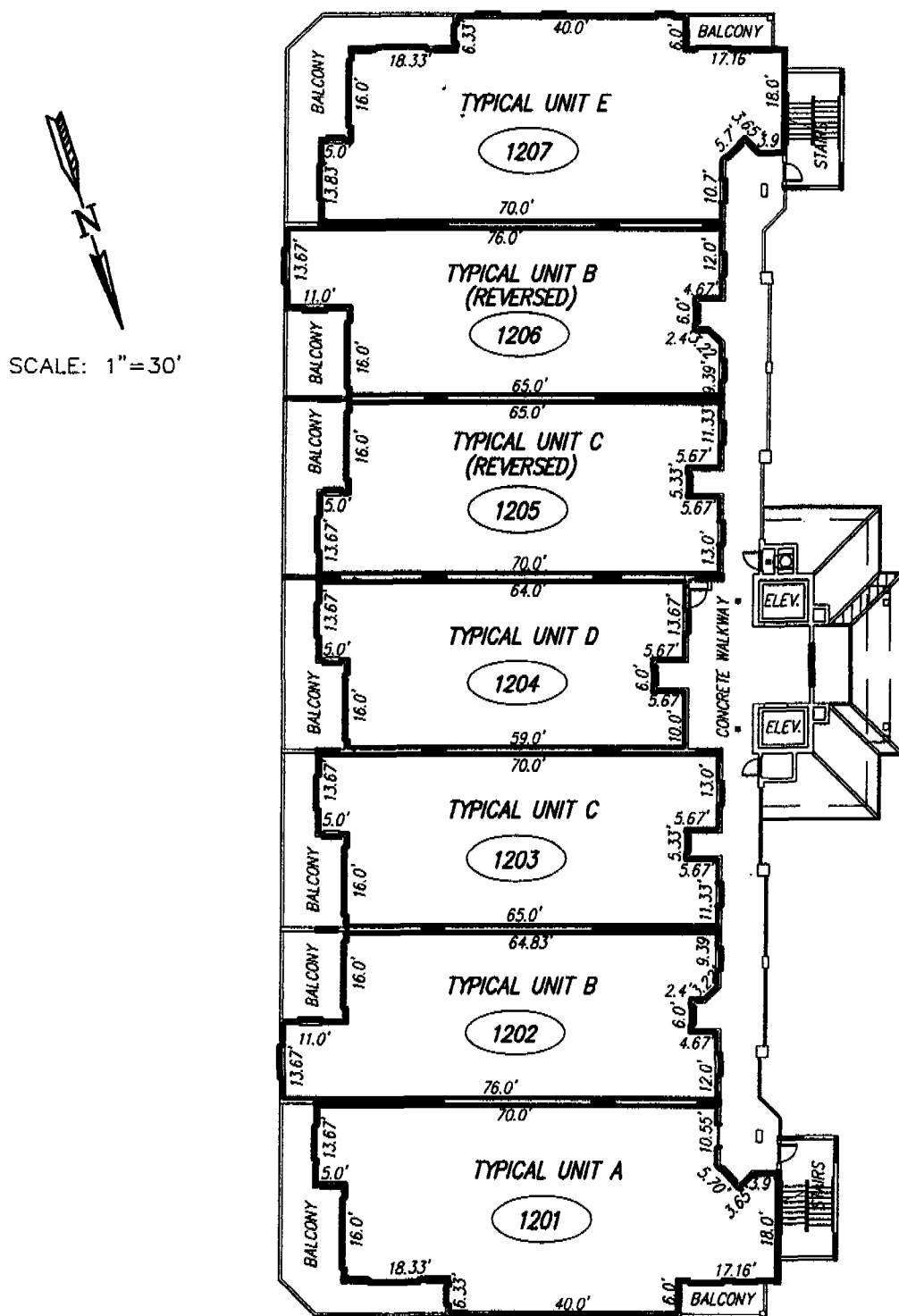
EXHIBIT "E"

SHEET 15 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2 - BUILDING B

TWELFTH FLOOR PLAN



SURVEYOR'S NOTES:

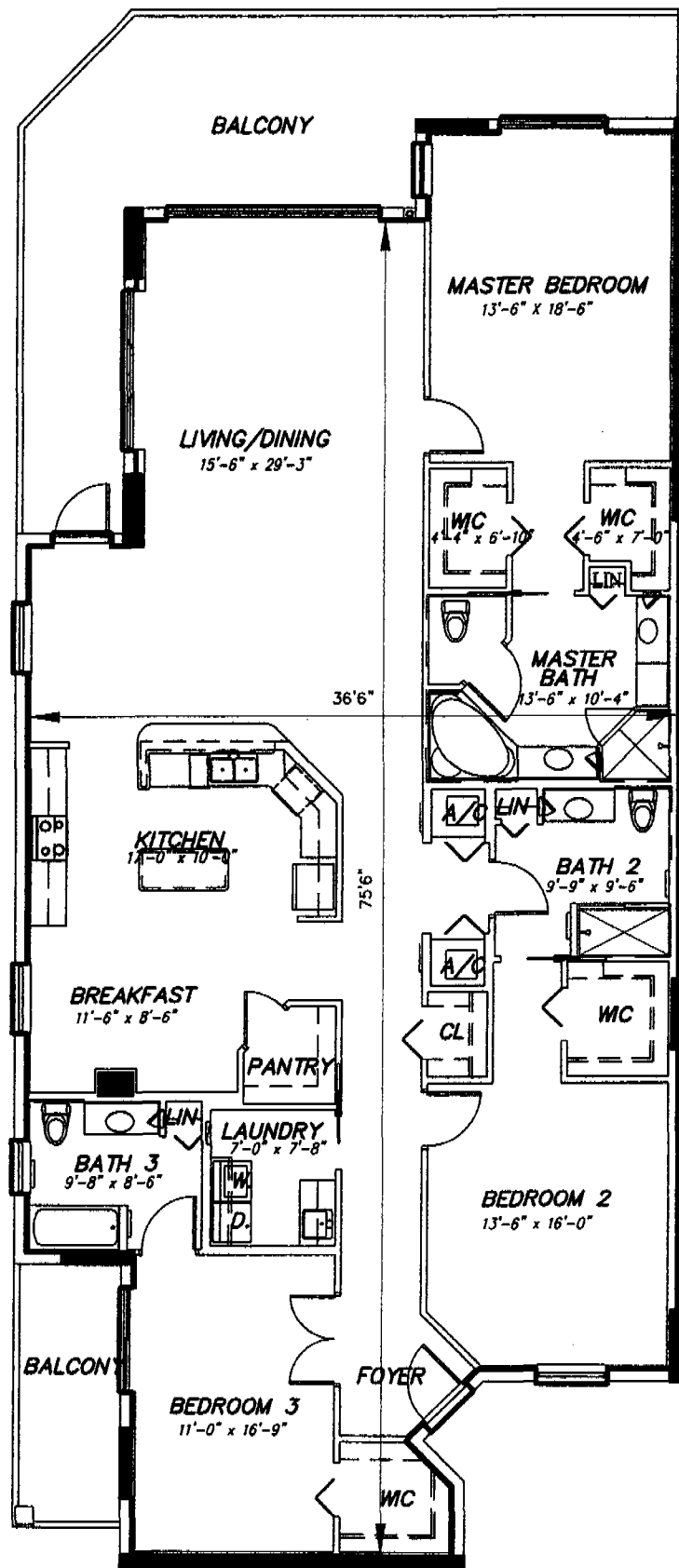
1. THE TWELFTH FLOOR FINISHED FLOOR ELEVATION IS 112.14 FEET.
2. THE TWELFTH FLOOR FINISHED CEILING ELEVATION IS 121.81 FEET.
3. — INDICATES THE LIMITS OF THE UNITS.
4. (1201) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 17-21 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

HARBOR POINTE, A CONDOMINIUM

PHASE 2

TYPICAL UNIT A

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLAN ON SHEETS 7-16 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. UNIT A CONTAINS 2,505 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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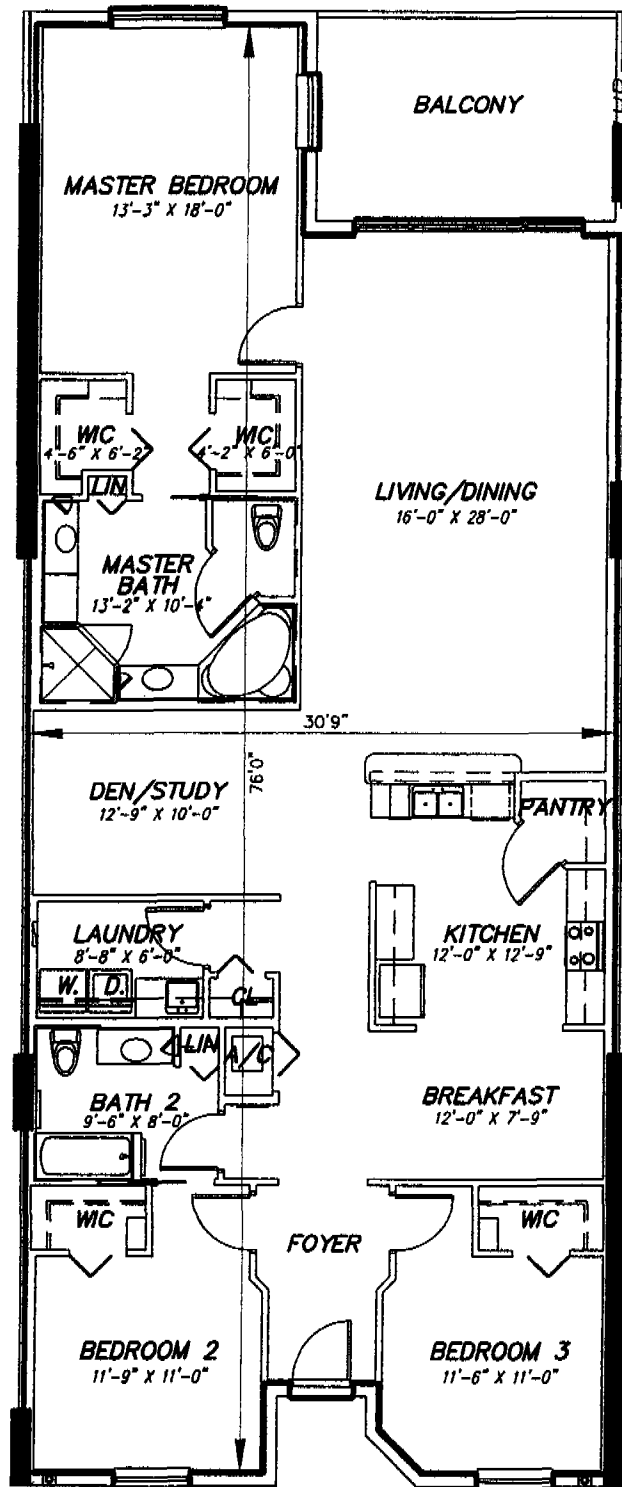
SHEET 17 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2

TYPICAL UNIT B

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLAN ON SHEETS 7-16 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. UNIT B CONTAINS 2,126 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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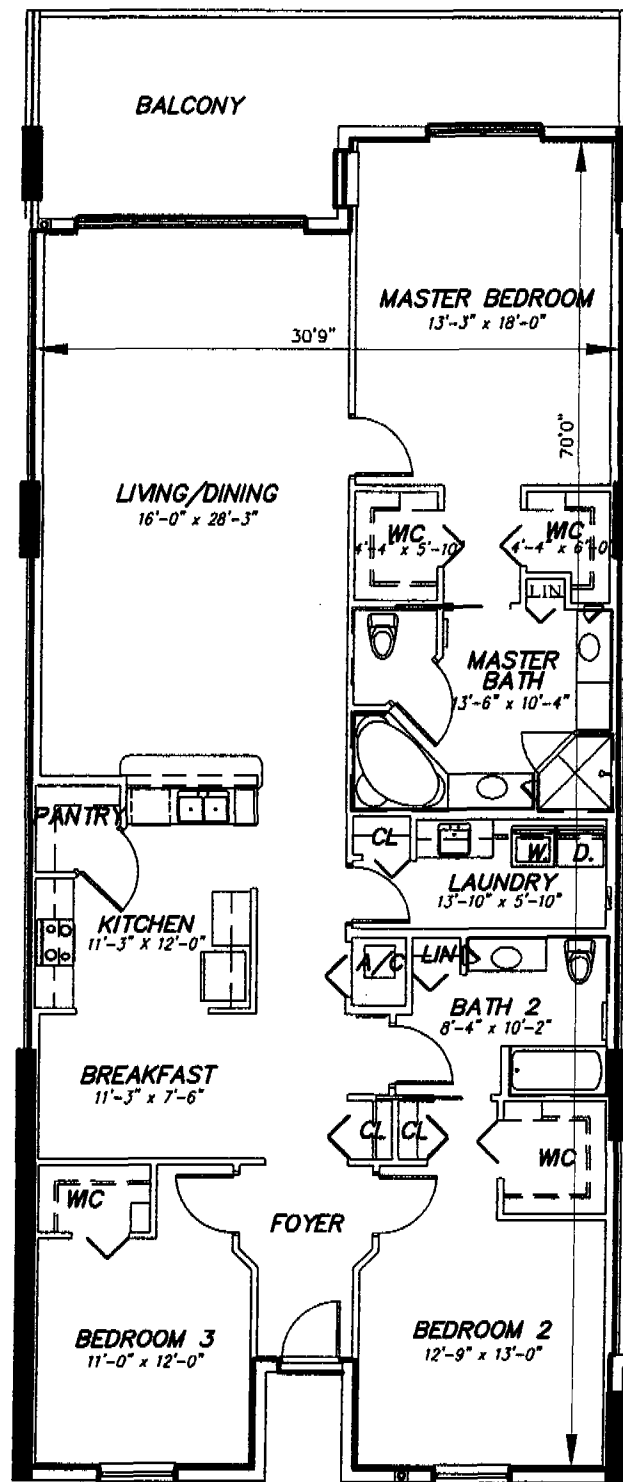
SHEET 18 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2

TYPICAL UNIT C

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLAN ON SHEETS 7-16 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. UNIT C CONTAINS 2,045 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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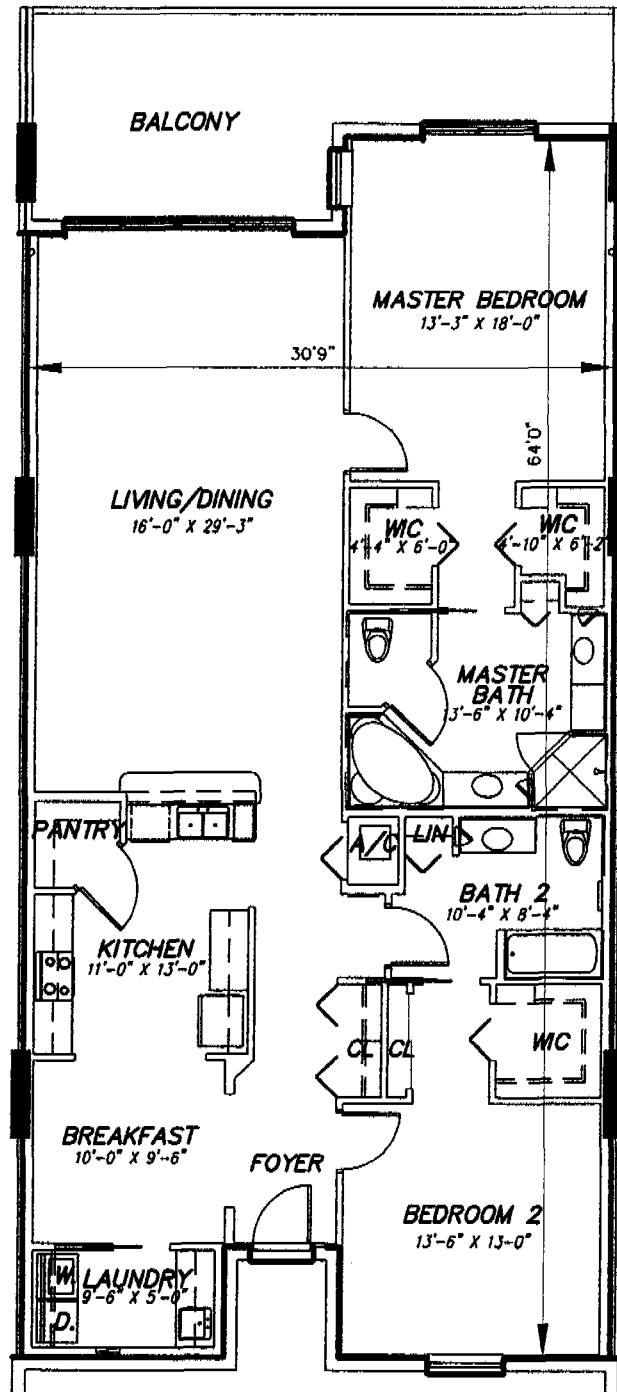
SHEET 19 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2

TYPICAL UNIT D

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLAN ON SHEETS 7-16 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. UNIT D CONTAINS 1,870 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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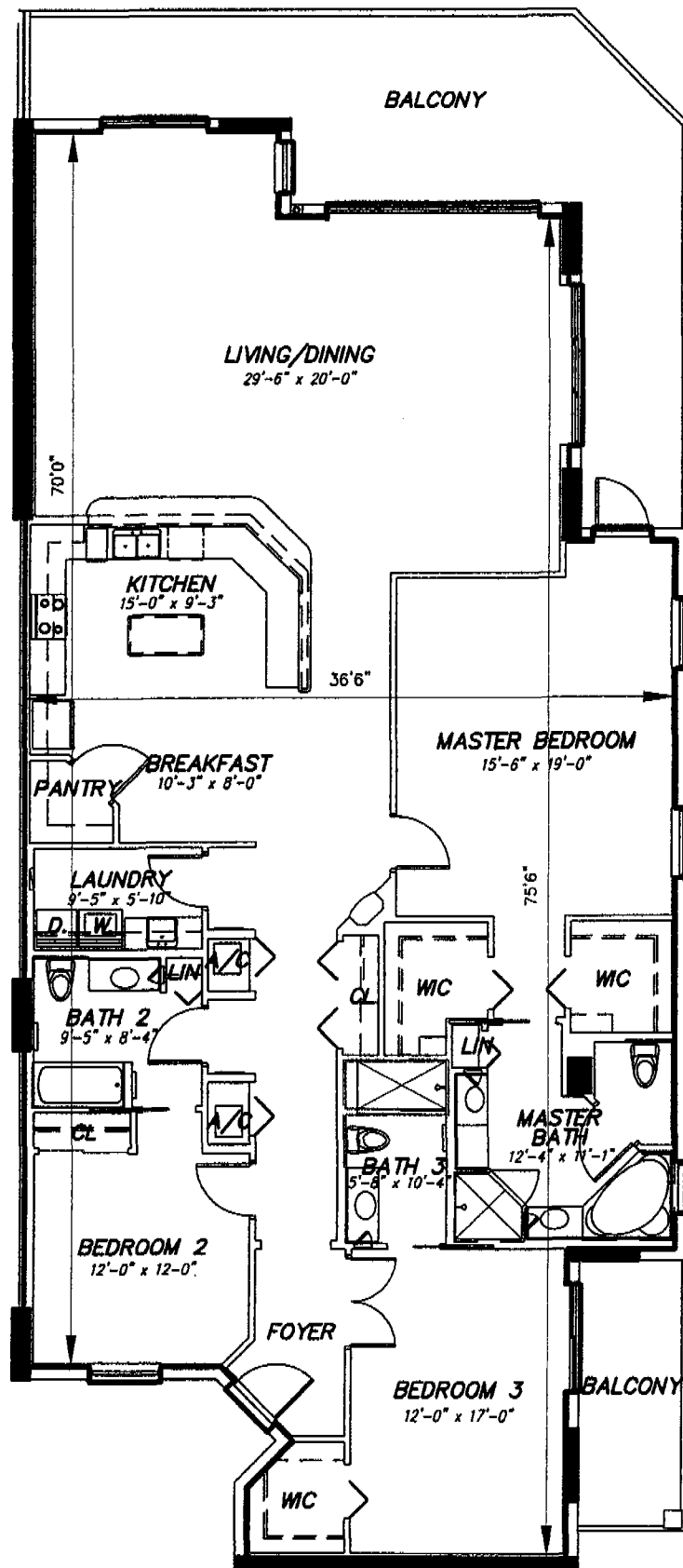
SHEET 20 OF 21

HARBOR POINTE, A CONDOMINIUM

PHASE 2

TYPICAL UNIT E

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLAN ON SHEETS 7-16 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. UNIT E CONTAINS 2,507 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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EXHIBIT "E"

SHEET 21 OF 21