

This instrument was prepared by
Barry G. Segal, Esquire
Barry G. Segal, P.A.
2801 Ocean Drive
Suite 204
Vero Beach, Florida 32963

Will call box: 92

(DO NOT WRITE ABOVE THIS LINE)

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR THE PORPOISE POINT SUBDIVISION**

THIS SECOND AMENDMENT to the Amended and Restated Declaration of Restrictions for the Porpoise Point Subdivision is made and executed this 5th day of August, 2005, by the Porpoise Point Association, Inc., a Florida not for profit corporation by Russell Galasso, its President, with the approval of no less than seventy-five percent (75%) of the lots in the Porpoise Point Subdivision by a written vote of the lot owners therein.

WITNESSETH

WHEREAS, the Porpoise Point Association, Inc. is governed by those certain Declaration of Restrictions Applicable to Porpoise Point Subdivision, recorded on December 1, 1953, in Deed Book 84, Page 383; Amendment to Declaration of Restrictions Applicable to Porpoise Point Subdivision, recorded September 18, 1968 in Official Records Book 295, Page 256; Amendment to Declaration of Restrictions Applicable to Porpoise Point Subdivision, recorded July 16, 1986 in Official Records Book 741, Page 216; Amendment to Declaration of Restrictions Applicable to Porpoise Point Subdivision, recorded May 13, 1987 in Official Records Book 768, Page 431; Amended and Restated Declaration of Restrictions Applicable to Porpoise Point Subdivision, recorded October 30, 1992 in Official Records Book 951, Page 1852; and First Amendment to Amended Declaration of Restrictions Applicable to Porpoise Point Subdivision, recorded January 20, 2000 in Official Records Book 1313, Page 1638, all of the Public Records of Indian River County, Florida; (collectively "the Declaration") and

WHEREAS, the Association desires to amend the terms and conditions of the Declaration pursuant to the terms thereof; and

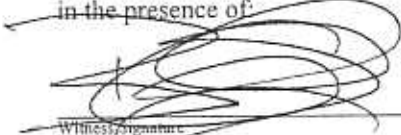
WHEREAS, the Association, pursuant to a duly enrolled and engrossed vote of the membership of the Porpoise Point Association, Inc. wherein at least seventy-five percent (76%) of the membership voted to approve an amendment to the Declaration;

NOW THEREFORE, the Porpoise Point Association, Inc. does hereby declare that the Declaration shall hereby be amended by adding, in its entirety, the text attached hereto as Exhibit "A." Said text shall become Section 2. Subsection 18.

Upon the recordation of this Amendment in the Public Records, it shall be and become a part of the Declaration. Unless otherwise modified herein, the Declaration shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, Porpoise Point Association, Inc. has hereunto set its hand and seal the day and year first above written.

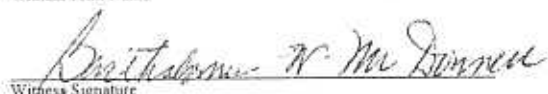
Signed, sealed and delivered
in the presence of:



Witness Signature

Barbara SOLL

Witness Print Name



Witness Signature

BARTHOLOMEW W. McDONNELL

Witness Print Name

PORPOISE POINT ASSOCIATION, INC., a Florida not
for profit corporation



By: Russell Galasso

Its: President

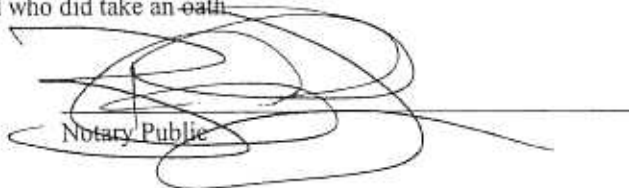
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of August, 2005, by Russell Galasso as President of Porpoise Point Association, Inc. a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)



Berry Glen Segal
My Commission DD326893
Expires June 10, 2008



Notary Public

Exhibit A

" No dwelling and/or home located on any lot within the Properties shall be rented or otherwise possessed by any party other than the owner of said Lot (and the occupants of said home during the time in which the home is also possessed by the owner) except as subject to the following provisions.

1. No dwelling and/or home located on a Lot shall:

a. Be rented for a period of time of less than ninety (90) days,

b. Be rented pursuant to more than two (2) new separate leases during a twelve (12) month period with it being understood that an assignment of a lease from one tenant to another shall constitute a new, separate and distinct lease for the purposes of this provision,

c. Be rented during any Owner's first year of ownership of their Lot unless the ownership of the Lot is acquired as the result of the death of the prior owner and the new owner is a family member (by way of marriage, adoption or is a lineal descendant of the prior owner), and takes title pursuant to a Will of the prior owner of the applicable intestate statutes governing the estate of the decedent.

d. Be rented by more than one family which shall be defined as the occupants of the home related to each other either by marriage or direct lineage.

2. Prior to the occupancy of any Lot by any party which is governed by this provision, the Owner of the Lot shall be required to provide the name and number of renters, their addresses and the term of the lease to the President of the Association prior to the start of the rental period."