

28
Prepared by and Return to:

Glenn A. Taylor, Esquire
Glenn A. Taylor, P.A.
462 Kingsley Avenue, Suite 103
Orange Park, Florida 32073

**AMENDMENT NO. 1 TO DECLARATION OF BAY STREET CONDOMINIUMS,
A CONDOMINIUM**

This Amendment No. 1 to Declaration of Bay Street Condominiums, a Condominium (this "Amendment") is made as of April 3, 2008, by **Bay Street Condominiums, LLC.**, a Florida Limited Liability company, the principal office of which is located at 988 Birdwood Drive, Orange Park, Florida 32073 (the "Developer").

WHEREAS, the original Declaration of Bay Street Condominiums, a Condominium, was recorded in Book 2976, page 1548, of the public records of Clay County, Florida, (the "Declaration");

WHEREAS, the Developer is the record owner of all the Units of the Condominium and is in control of the Board of Directors of the Association, and desires to amend the Declaration as set forth herein in accordance with paragraph 26.2 of the Declaration;

WHEREAS, the Developer desires to amend the Declaration Paragraph 7 (f) regarding the twelve (12) foot easement granted to the city of Green Cove Springs, Florida as initially recorded at Official Record Book 2919 Page 1065, terminating said easement and granting instead a ten (10) foot t to the City of Green Cove Springs, Florida as recorded at Official Records Book 3048 Pages 772-777 (Grant of Perpetual Pedestrian and Conservation Easement and Termination of Prior Easement). The location of this easement shall be on the easterly portion of the grantors property, adjacent to and west of the ten (10) foot Conservation Easement to the Board of Trustees of the Internal Trust Fund referenced in this Amendment No. 1, and as recorded at Official Records Book 3053, Pages 1030-1038, all of the Public records of Clay County, Florida.

WHEREAS, the Developer desires to amend the Declaration Paragraph 7(f) in order to obtain the necessary permits for construction of the Marina and accordingly grants a ten (10) foot Conservation Easement to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and

WHEREAS, the Developer desires to amend the Declaration to depicting the Common Elements and Limited Common Elements, and

WHEREAS, the Developer desires to amend Exhibit A-4-6 recorded at Official Record Book 2976, Page 1602 and Exhibit A-4-9 recorded at Official Record Book 2976, Page 1605 of

Page 1 of 3

the public records of Clay County, Florida to properly reflect the proper location of the elevator equipment room door on the north west corner of the Condominium; and

WHEREAS, the Developer desires to amend the Declaration to include the Surveyor's Certificate attached hereto and required by Section 718.104(4)(e) Florida Statutes; and

WHEREAS, the Developer desires to amend the Declaration to include the Architect's Certificate as provided for in Section 718.104(4) Florida Statutes; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Declaration.

NOW, THEREFORE, the Developer amends the Declaration as follows:

1. Paragraph 9(f) Public Easements is hereby amended to add the following provision:

A ten (10) foot perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA WHICH SHALL RUN WITH THE LAND AND BE BINDING UPON THE Grantor, and shall remain in full force and effect forever across the eastern waterfront side of the condominium property, beginning with the mean high water mark prior to construction of the current bulkhead, as shown on the attached Exhibit A-5-1 and Exhibit A-5-2.
2. Paragraph 9(f) Public Easements is hereby amended to terminate the prior Twelve (12) Easement to the City of Green Cove Springs, Florida and replace it with a ten (10) foot Pedestrian and Conservation Easement to the City of Green Cove Springs, Florida as shown on the attached Exhibit A-1-2 and Exhibit A-1-3; A depiction of the easements are shown together on Exhibit A-1-4.
3. The Declaration is hereby amended to include the depiction of Bay Street Condominiums Common Elements and Limited Common Elements as shown on the attached Exhibit A-3.
4. Exhibit A-4-6 and Exhibit A-4-9 of the Declaration are hereby replaced in their entirety with the revised Exhibits attached hereto as Amended Exhibit A-4-6 and Amended Exhibit A-4-9. All references in the Declaration to the former Exhibits A-4-6 and Exhibit A-4-9 shall be to the Amended Exhibits A-4-6 and Exhibit A-4-9 as revised as attached hereto.
5. The Declaration is hereby amended to include the Surveyor's Certificate attached hereto as Amended Exhibit A-2, and the Architect's Certificate, as Exhibit A-2-1. A Boundary Survey together with the improvements is shown on Exhibit A-2-2.
6. It is hereby conclusively acknowledged that all provisions of this Amendment are valid

and permissible under the Declaration and consistent with Developer's authority there under, including without limitation, under paragraph 26.2. It is also hereby conclusively acknowledged that no provision of this Amendment materially adversely affects substantial property rights of any Owner of a Unit. It is further conclusively acknowledged that no provision of this Amendment adversely affects any rights assigned to the Association by reason of the establishment of the Condominium. Except as amended hereby, the existing terms and conditions of the Declaration shall remain in full force and effect.

7. The invalidity in whole or in part of any provision of this Amendment shall not affect the validity of the remaining portions hereof which shall remain in full and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the date first set forth above.

Signed in the presence of:

Sallie B. Simmons
 Print Name: Sallie B. Simmons

Glenn A. Taylor
 Print Name: GLENN A. TAYLOR

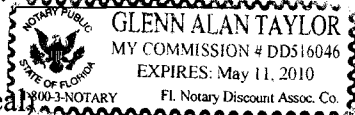
Bay Street Condominiums, LLC.

By: *P. Zalupski*
 Patrick Zalupski
 Its: Managing Member

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 3rd day of April, 2008, by Patrick Zalupski, as Managing Member of Bay Street Condominiums, LLC., a Florida limited liability company, and on behalf of the company, who is personally known to me or has produced _____ as identification.

Glenn A. Taylor
 Print Name: _____
 Notary Public, State and County aforesaid
 Commission No.: _____
 My Commission Expires: _____

(Notary Seal) 

Page 3 of 3

Operations & Procedures Manual- 09/25/07 SLER 1515 - Form CE-3a, Page 1
 5 MIN. RETURN Form CE-3a

Return to: Department of Environmental Protection
 7825 Baymeadows Way, Suite 1500
 Jacksonville, FL 32256-7590

INSTR # 2008046248
 OR BK 3053 Pages 1030 - 1038
 RECORDED 09/24/08 11:41:34
 JAMES B. JETT CLERK CIRCUIT COURT
 CLAY COUNTY
 DOC STMP-D: \$0.70
 DEPUTY CLERK LEINOD E#1

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this day of Aug 6, 2008 by Bay Street Condominiums LLC -having an address at 988 Birdwood Drive, Orange Park, FL 32073, to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (BOARD OF TRUSTEES), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term BOARD OF TRUSTEES shall include any successor or assignee of the BOARD OF TRUSTEES.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Clay County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to construct a private residential multi-family docking facility on sovereignty submerged lands adjacent to the Property as authorized by Board of Trustees' Sovereignty Submerged Land Lease # 100343652 in accordance with Chapter 253, Florida Statutes; and

WHEREAS, the Board of Trustees' sovereignty submerged lands authorization for construction and/or operation of the Project requires a conservation easement in accordance with rule 18-21.004(4)(g), F.A.C.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the BOARD OF TRUSTEES upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1 Purpose. The purpose of this conservation easement is to limit the Grantor's use of riparian rights to construct and operate any docks, piers or other structures on the Property in excess of the maximum slip and preempted area limits as authorized by the Board of Trustees Sovereignty Submerged Land Lease # 100343652 between the Board

**Operations & Procedures Manual- 09/25/07 SLER 1515 - Form CE-3a, Page 1
Form CE-3a**

of Trustees as lessor and Bay St. Condominiums LLC as the lessee and any future modifications.

2 Rights of the BOARD OF TRUSTEES. To carry out this purpose, the following rights are conveyed to the BOARD OF TRUSTEES by this easement:

- a. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement;
- b. The right to access, enter upon, and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and
- c. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

1 Prohibited Uses. This conservation easement prohibits the construction and operation of any docks, piers, or other structures that would originate from or cross the easement and extend onto state-owned submerged land in excess of the maximum slip and preempted area limits as authorized by the Board of Trustees Sovereignty Submerged Land Lease # 100343652 between the Board of Trustees as lessor and Bay St. Condominiums, LLC as the lessee and any future modifications. Nothing herein shall preclude modification within the lease area if the modification does not change the use, does not increase the preempted area, and is otherwise consistent with the conditions of the lease. Any activity on or use of the Property inconsistent with the purpose of this conservation easement also is expressly prohibited.

2 Riparian Rights. This conservation easement shall not affect the Grantor's rights to reasonable ingress and egress from the property by means other than as restricted by this conservation easement.

3 Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, nor inconsistent with the intent and purposes of this conservation easement.

4 Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5 Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition, the BOARD OF TRUSTEES and its successors or assigns

**Operations & Procedures Manual- 09/25/07 SLER 1515 - Form CE-3a, Page 1
Form CE-3a**

shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

1 **Taxes.** Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the BOARD OF TRUSTEES with satisfactory evidence of payment upon request

2 **Liability.** Grantor, its successors or assigns, will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold the BOARD OF TRUSTEES liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless the BOARD OF TRUSTEES for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

3 **Hazardous Waste.** Grantor covenants and represents that to the best of Grantor's knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the BOARD OF TRUSTEES for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials following coordination and written approval of the BOARD OF TRUSTEES.

4 **Enforcement Discretion.** Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the BOARD OF TRUSTEES, and any forbearance on behalf of the BOARD OF TRUSTEES to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of BOARD OF TRUSTEES' rights.

5 **Venue and Enforcement Costs.** Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. If the BOARD OF TRUSTEES prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of removing any authorized structures from the Property. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 253, Florida Statute.

6 **Assignment of Rights.** BOARD OF TRUSTEES will hold this conservation easement exclusively for conservation purposes. BOARD OF TRUSTEES will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.

7 **Recording in Land Records.** Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of County, Florida. Grantor

Operations & Procedures Manual- 09/25/07 SLER 1515 - Form CE-3a, Page 1
Form CE-3a

shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

8 Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

1 Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

2 Subsequent Deeds. Grantor shall reference the conservation easement by Official Records book and page in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give "Written notice to the BOARD OF TRUSTEES of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

3 Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

4 Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in County.

5 Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

TO HAVE AND TO HOLD unto the BOARD OF TRUSTEES forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said BOARD OF TRUSTEES that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

EXHIBIT A-5-1 (4 of 9 pages)

Operations & Procedures Manual- 09/25/07 SLER 1515 - Form CE-3a, Page 1 Form
CE-3a

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement
on the day and year first above written.

Signed, sealed and delivered in
our presence as witnesses:

Signature of Witness: *Glenn A. Taylor*

Printed/Typed Name: GLENN A. TAYLOR

Granted By: *Patrick Zalupski*

Print Name: Patrick Zalupski

Title:

Bay Street Condominiums LLC
Managing Member

Signature of Witness: *Sallic B. Simmons*

Printed/Typed Name: SALIC B. SIMMONS

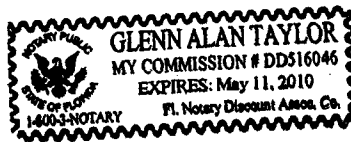
Title: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 6 day of AUG 2008 by as
of the (corporation's name) He/she is personally known to me or has produced
_____ as identification.

(SEAL) Notary Public Signature

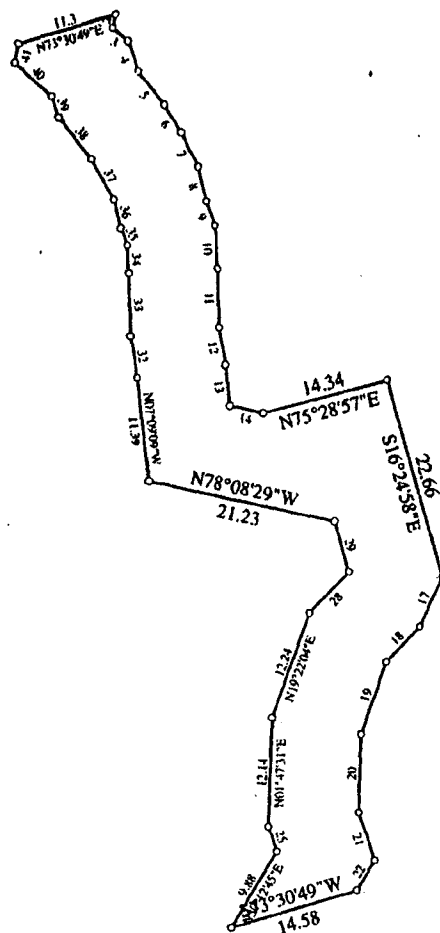
Glenn A. Taylor



Printed/Typed Name of Notary GLENN A. TAYLOR

Commission No. DD316046 Commission Expires MAY 11, 2010

ANYWAY STREET CORPUS LLC has conservation easement 2-18-08 exp 4/30/2008 0.474M A/L 001



Title: Baystreet Condominiums		Date: 05-05-2008
Scale: 1 inch = 20 feet	File: 07468_Ease.des	
Tract 1: 0.029 Acres: 1262 Sq Feet: Closure = n05.2744w 0.01 Feet: Precision =1/48177: Perimeter = 273 Feet		
001=N73.3049E 11.3	015=N75.2857E 14.34	029=N16.2458W 5.94
002=S11.1631W 1.44	016=S16.2458E 22.66	030=N78.0829W 21.23
003=S49.2811E 2.27	017=S24.1703W 5.95	031=N07.0909W 11.39
004=S20.3059E 3.39	018=S44.0202W 5.46	032=N09.4826W 4.57
005=S38.4819E 4.67	019=S19.2204W 8.51	033=N02.0745W 6.83
006=S33.0452E 3.49	020=S01.4731W 8.69	034=N04.1529W 3.04
007=S27.2137E 4.21	021=S19.4732E 5.65	035=N20.4749W 1.99
008=S14.2140E 3.88	022=S30.1245W 3.93	036=N14.2140W 3.30
009=S20.4749E 2.88	023=S73.3049W 14.58	037=N30.1030W 5.05
010=S04.1529E 4.68	024=N30.1245E 9.88	038=N38.4819W 5.78
011=S02.0745E 6.35	025=N19.4732W 2.89	039=N20.3059W 2.42
012=S09.4826E 4.13	026=N01.4731E 12.14	040=N49.2811W 5.55
013=S07.0909E 4.49	027=N19.2204E 12.24	041=N11.1631E 2.04
014=S78.0829E 3.8	028=N44.0202E 6.28	

EXHIBIT A-5-1 (8 of 9 pages)

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Old Southern Bank, a Florida Corporation, (the "Mortgagee"), being the owner and holder of that certain Bay Street Condominiums, LLC, a Florida Limited Liability Company, Mortgage, dated July 7, 2006 and recorded July 20, 2006 in Official Records Book 2762, page 0927, as modified on December 14, 2006 and recorded December 22, 2006 in Official Records Book 2835, at page 1179, of the public records of Clay County, Florida, as modified July 19, 2007 and recorded in Official Records Book 2923, at page 1758, and as may be amended from time to time (the "Mortgage") by Bay Street Condominiums, LLC, a Florida Limited Liability Company, hereby consents and joins in the foregoing Grant of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Grant of Conservation Easement) to the Grant of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8th day of August, 2008.

Witnesses:

Mortgagee

Name: Sandra Sheffield

By: Old Southern Bank, a
Florida Corporation

Name: [Signature]

Title: First Vice President

Name: Julian M. Village

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of August, 2008, by Cy Norman, 1st V.P., of OLD SOUTHERN BANK, a Florida Corporation, on behalf of the bank. (He) She is personally known to me or produced _____ as identification. , who did not take an oath.

(Notary Seal)

Notary Public, State of Florida
(Signature of Notary Public)

Sandra Sheffield



Sandra Sheffield
My Commission DD372636
Expires November 17, 2008

Green Cove Springs, FL 32043

**Grant of Perpetual Pedestrian
and Conservation Easement
and Termination of Prior Easement**

O.R. Book 3048
PAGES 772-777

This easement is made this 21st day of August, 2008, between **BAY STREET CONDOMINIUMS, LLC, a Florida limited liability company**, Grantor, and their successors and assigns, and **CITY OF GREEN COVE SPRINGS, a Florida municipal corporation**, Grantee, and their successors and assigns, whose address is: 321 Walnut Street, Green Cove Springs, Florida 32043.

WITNESSETH, the undersigned Grantor in consideration of \$1.00 and other valuable considerations paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey to Grantee, its successors and assigns, a non-exclusive perpetual easement for public pedestrian traffic, over and across the following described real property located in Clay County, Florida:

AS DESCRIBED IN ATTACHED EXHIBIT "A"

This Pedestrian and Conservation Easement is for the purposes and upon the terms and conditions set forth below:

1. Grantee shall and does hereby receive a ten (10) foot wide public pedestrian and conservation easement as described in Exhibit "A" attached hereto. The eight (8) foot wide walkway shall be located as close to the bulkhead as allowed by all regulatory agencies.
2. The purpose of the conservation/pedestrian walkway is to provide public access from the City Park owned by the Grantee on the north to Bay Street on the south of the subject easement.
3. An eight (8) foot wide walkway shall be completed within the easement by the Grantee within 180 days from the day the bulkhead is completed by the Grantor. Grantor shall give Grantee written notice of the commencement of said 180 day construction period.
4. During construction, Grantee will take reasonable measures to insure there is minimal impact on the Grantor's adjoining condominium complex.
5. Grantee will erect a four (4) foot high fence with signage provided by Grantor that states essentially "Pedestrians, except those authorized by Grantor, do not have access to Grantor's adjoining property". Such fence shall enclose the pedestrian walkway on the east and west side for the entire length of same. The walkway shall be primarily constructed of brick pavers or stamped concrete. The finished floor elevation of the walkway will be no more than six (6) inches from ground level. Grantor, its successors and assigns, shall be responsible for all future maintenance of the fence and signage.

6. The Grantor shall have a security gate installed on the east and west sides of the easement at a point immediately east of the entrance to the dock being built by Grantor into the St. Johns River. The Grantee will be financially responsible for the reasonable costs of the installation and purchase of the gates and said costs shall be pre-approved by Grantee. Grantor shall retain the services of a contractor and supervise the installation thereof. Grantor, its successors and assigns, shall be responsible for all future maintenance of the security gates and the functions thereof.

7. The pedestrian walkway across the subject easement shall remain open for public pedestrian traffic from sunrise to sunset, seven days a week or for lesser hours at the City's sole discretion. The Grantor, its successors and or assigns, shall have the reasonable right to expand said hours. Grantor shall not interfere with the public's access to said walkway during the above hours.

8. The Grantee will execute a Waiver for Grantor allowing for boats entering/exiting the docking area to infringe (if approved by all regulatory agencies) on the Grantee's riparian rights as heretofore approved by the City Council on April 17, 2007.

9. Grantor shall provide all improvements as shown on their dock site plan for the Bay Street Condominium project as heretofore approved by the City Council for Grantee. There shall be no more than nine (9) boat slips.

10. By acceptance of this easement, Grantee hereby establishes the effective date of City of Green Cove Springs Ordinance No. O-03-2007.

11. The Grantee reserves the right to temporarily close the pedestrian walkway for emergency or repair purposes. However, Grantor shall continue to have access to its docks.

12. The parties agree that this instrument terminates that certain easement between the parties as recorded in O.R. Book 2519, Page 1065 of the Public Records, Clay County, Florida.

Grantor will have the right to use the property described in this easement for any and all purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

The provisions of this easement will inure to the benefit of and bind the heirs, successors, and assigns of the respective parties to it. This easement shall be perpetual. Grantor warrants that it has the legal right to grant this easement.

Signed, sealed and delivered in the presence of:

**Bay Street Condominiums, LLC,
a Florida limited liability company**

(1)

Witness name:

GLENN A. TAYLOR

By:

Patrick J. Jurek

Printed Name:

PATRICK J. JUREK

Its:

MANAGING PARTNER

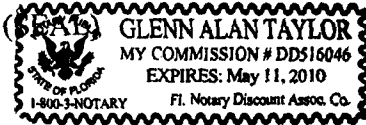
(2)

Witness name:

DEBBIE O'BRIEN

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 21 day of August, 2008 by _____ as _____ on behalf of Bay Street Condominiums LLC, a Florida limited liability company, who () are personally known to me or () have produced _____ as identification.



NOTARY PUBLIC

Printed Name: GLENN A. TAYLOR

Commission Expires: _____

Signed, sealed and delivered in the presence of:

(1) Don Bowles
Witness name: Don Bowles

(2) Lee Bentley
Witness name: Lee Bentley

City of Green Cove Springs,
a Florida municipal corporation

By: _____

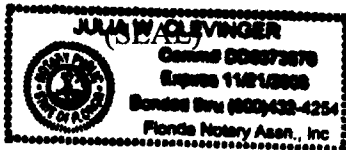
Michael E. Kelter, Mayor

Attest: _____

Marjorie Robertson, City Clerk

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 7th day of August, 2008 by Michael E. Kelter as Mayor and Marjorie Robertson as City Clerk on behalf of the City of Green Cove Springs, a Florida municipal corporation, who (X) are personally known to me or () have produced _____ as identification.



NOTARY PUBLIC

Printed Name: JULIA W. CLEEVINGERCommission Expires: 11/21/08

CONSENT AND JOINDER OF MORTGAGEE

Whereas, the Bay Street Condominiums LLC has given or intends to give the City of Green Cove Springs, a Florida municipal corporation, the easement described in the attached Exhibit "A" entitled "Grant of Perpetual Pedestrian and Conservation Easement ("Easement"); and

Whereas, Old Southern Bank, a Florida corporation who owns and holds a mortgage on the Easement property is willing to subordinate its mortgage mentioned herein to the Easement.

Therefore, the undersigned, Old Southern Bank, a Florida Corporation, (the "Mortgagee"), being the owner and holder of that certain mortgage from Bay Street Condominiums, LLC, a Florida Limited Liability Company, dated July 7, 2006 and recorded on July 20, 2006 in Official Records Book 2762, page 927; as modified on December 14, 2006 and recorded on December 22, 2006 in Official Records Book 2835, page 1179, of the public records of Clay County, Florida; as modified on July 19, 2007 and recorded in Official Records Book 2923, page 1758; and as may be amended from time to time (the "Mortgage") hereby consents and joins in the foregoing Easement and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Grant of Easement) to the Perpetual Pedestrian and Conservation Easement.

14th IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this day of August, 2008.

Witnesses:

Mortgagee:

By: OLD SOUTHERN BANK,
a Florida Corporation

Julia M. Village
Name: JULIA M. VILLAGE

Name: C. NORMAN

Janet M. Haddock
Name: Janet M. Haddock

First Vice President
Title

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before this 14th day of Aug., 2008, by Cy Norman, FVP of OLD SOUTHERN BANK, a Florida corporation, on behalf of the bank. He She is personally known to me or has produced N/A as identification, who did not take an oath.



Julia M. Village
Notary Public, State of Florida
(Signature of Notary Public)

DEPICTION AND DESCRIPTION

PEDESTRIAN AND CONSERVATION EASEMENT

A PORTION OF LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA,

DESCRIPTION: 10 FOOT PEDESTRIAN AND CONSERVATION EASEMENT PREPARED BY SURVEYOR

A PORTION OF LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 18 DESCRIBED IN PLAT BOOK 2, PAGE 1, OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF THE SAID MAXWELL STREET CLOSED BY SAID CITY ORDINANCE #0-03-2007, THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6, NORTH 73°30'49" EAST, A DISTANCE OF 275.32 FEET TO THE POINT OF BEGINNING OF THE 10 FOOT WIDE PUBLIC PEDESTRIAN AND CONSERVATION EASEMENT

THENCE CONTINUE NORTH 73°30'49" EAST, A DISTANCE OF 10.22 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 28°20'34" EAST, A DISTANCE OF 14.86 FEET; THENCE SOUTH 16°03'50" EAST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 14°13'27" WEST, A DISTANCE OF 13.82 FEET; THENCE SOUTH 73°30'49" WEST, A DISTANCE OF 11.63 FEET; THENCE NORTH 14°13'27" EAST, A DISTANCE OF 17.06 FEET; THENCE NORTH 16°03'50" WEST, A DISTANCE OF 69.80 FEET; THENCE NORTH 28°20'34" WEST, A DISTANCE OF 13.88 FEET TO THE POINT OF BEGINNING OF THE 10 FOOT WIDE PUBLIC PEDESTRIAN AND CONSERVATION EASEMENT.

CONTAINING 1225 SQ FT 0.02 ACRES MORE OR LESS

SAID LANDS SITUATED, LYING AND BEING IN CLAY COUNTY, FLORIDA.

GENERAL NOTES:

1. CERTIFICATE OF AUTHORIZATION # LB-8991 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED DEPICTIONER AND MAPPER.
2. ADDITIONS OR DELETIONS TO THIS MAP AND/OR REPORT OTHER THAN THE SIGNING PARTY Q PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH
4. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) 1929.
6. THIS DEPICTION & DESCRIPTION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
7. THIS DEPICTION & DESCRIPTION WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY AND ANY LIABILITY RESULT THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
8. ONLY THOSE EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS KNOWN TO THE DEPICTION & DESCRIPTION ARE SHOWN HEREON; NO ABSTRACT WAS SUPPLIED TO OR REVIEWED BY DEPICTION & DESCRIPTION.
9. ONLY SURFACE AND AERIAL IMPROVEMENTS HAVE BEEN LOCATED, AS SHOWN.
10. BUILDING AND IMPROVEMENT TIES, IF ANY, AS DEPICTED HEREON ARE PERPENDICULAR TO THE PROPERTY LINES.
11. THIS DEPICTION & DESCRIPTION IS FOR THE EXCLUSIVE USE OF THE PARTY(IES) IT WAS ORIGINALLY PREPARED FOR, AS DEPICTED HEREON, AND IS NOT TRANSFERABLE.
12. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF BAY STREET, AS BEING SOUTH WEST, ASSUMED.
13. THIS MAP IS INTENDED TO BE VIEWED AT A SCALE OF 1"=50' OR SMALLER.

14. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "AE (EL 5)" AS DEPICTED ON THE FLOOD RATE MAP (F.L.R.M.) COMMUNITY NUMBER 120065, PANEL NUMBER 0001 D, DATED, APRIL 8, 200X ZONES SHOWN ON THIS DEPICTION & DESCRIPTION ARE SCALED OFF OF THE F.L.R.M. MAP FOR REFERENCE ONLY. THE F.L.R.M. INFORMATION AND DELINEATIONS ON THIS DEPICTION & DESCRIPTION ARE VALID ONLY FOR DATES UP TO AND INCLUDING THE DATE OF THIS DEPICTION & DESCRIPTION. THEY HAVE BEEN SUBJECT TO REVISIONS AFTER THIS DATE THAT WILL SUPERSEDE SAID INFORMATION. SHOULD BE MADE TO THE COMMUNITY'S FLOOD PLANE MANAGEMENT REPOSITORY, DEPARTMENT C WORKS, CLAY COUNTY.

15. COPYRIGHT 2008 BARTRAM TRAIL DEPICTION & DESCRIPTION, INC.

16. THIS DEPICTION & DESCRIPTION IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTY. NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE DEPICTION & DESCRIPTION NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.

SURVEYOR'S NOTE:

THIS SURVEY CONSIST OF 2 SHEETS, AND IS NOT FULL AND COMPLETE WITHOUT ALL SHEETS.

Prepared For				Certified To			
RAY STREET CONDOMINIUMS, LLC.				RAY STREET CONDOMINIUMS, LLC.			
REV.	DATE	BY	DESCRIPTION	REV.	DATE	BY	DESCRIPTION
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BARTRAM TRAIL SURVEYING, INC.
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1801 COUNTY ROAD 245, SUITE 108
GREEN COVE SPRINGS, FL 32043
PHONE (904) 284-2224
FAX (904) 284-2228
L.S. #0001



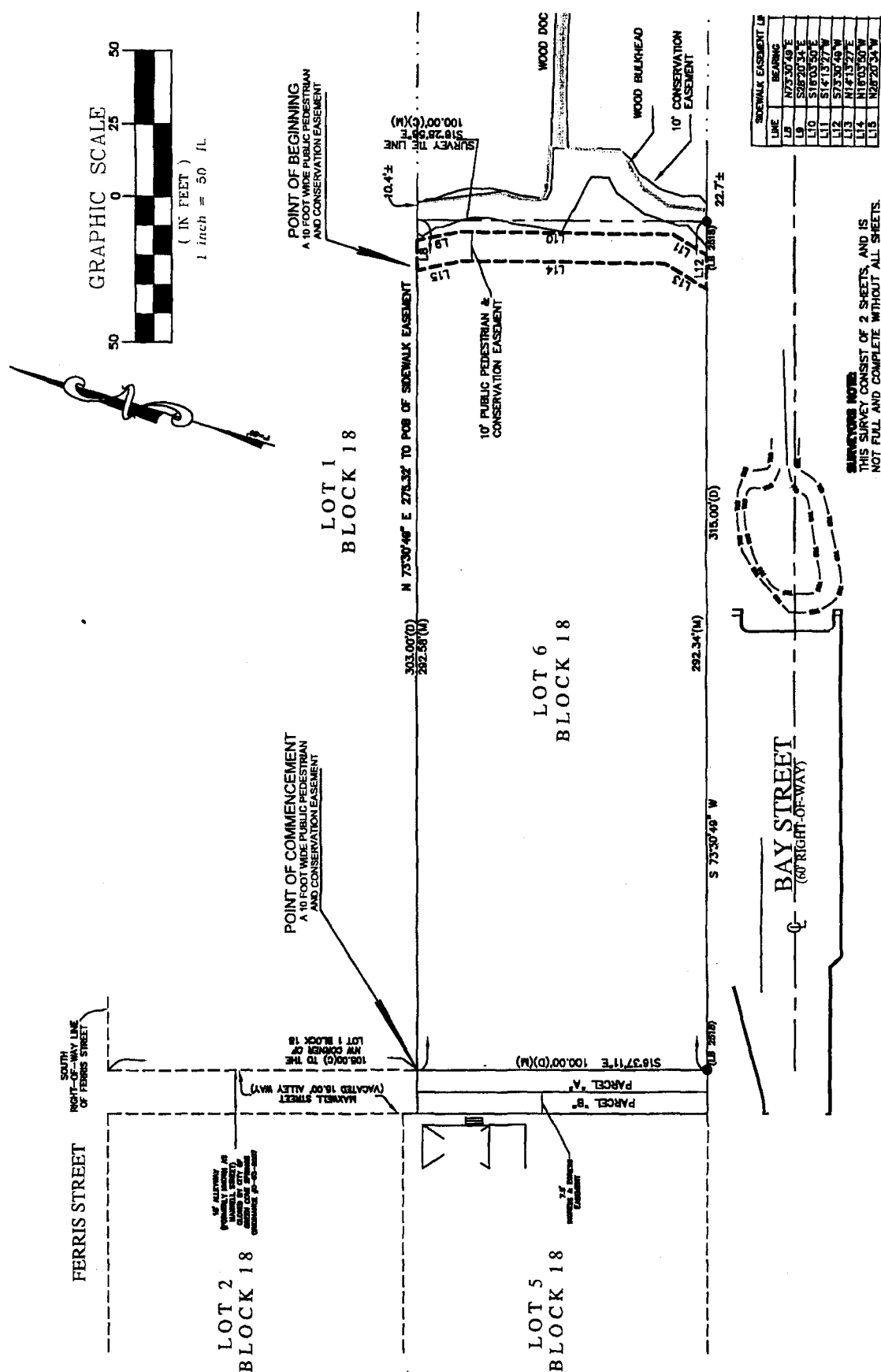
NOTES:
This map was prepared by Thomas P. Hughes, a Professional Land Surveyor, State of Florida, License No. 120065, and is subject to the rules and regulations of the Florida Board of Professional Land Surveyors. This map is not to be used for any purpose other than that for which it was prepared. This map is not to be used for any purpose other than that for which it was prepared. This map is not to be used for any purpose other than that for which it was prepared.

THOMAS P. HUGHES
Professional Land Surveyor, State of Florida, License No. 120065
AUG 21, 2008

DEPICTION AND DESCRIPTION

PEDESTRIAN AND CONSERVATION EASEMENT

A PORTION OF LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA,



LINE	BEARING
L8	N73°30'49"E
L9	S28°20'34"E
L10	S16°03'50"E
L11	S14°15'27"W
L12	S73°30'49"W
L13	N14°15'27"E
L14	N16°03'50"W
L15	N36°02'34"W

SURVEYORS NOTE:
THIS SURVEY CONSIST OF 2 SHEETS, AND IS
NOT FULL AND COMPLETE WITHOUT ALL SHEETS.

Prepared For:		Consolidated To:	
BAY STREET CONDOMINIUMS, L.L.C.		BAY STREET CONDOMINIUMS, L.L.C.	

REV	DATE	BY	CHKD	ENR	PS	DESCRIPTION
1						DRAWN BY: JLC CHECKED BY: RPS PLAIN FLOOD DATE: A/E ELEVATION: 5 SHEET NO.: 120085 0001 D PANEL NO.:

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315 SUITE 108
 NORTH PALM BEACH, FL 33403
 PHONE (561) 284-2225
 FAX (561) 284-2226
 LA 98091



NOTATION

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO BE MEASURED FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO BE MEASURED FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO BE MEASURED FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO BE MEASURED FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

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9. ALL DIMENSIONS ARE TO BE MEASURED FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO BE MEASURED FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

THOMAS P. RUPP

REGISTERED PROFESSIONAL SURVEYOR

STATE OF FLORIDA

NO. 120085 0001 D

DATE: JULY 20, 2008

FILED: JULY 20, 2008

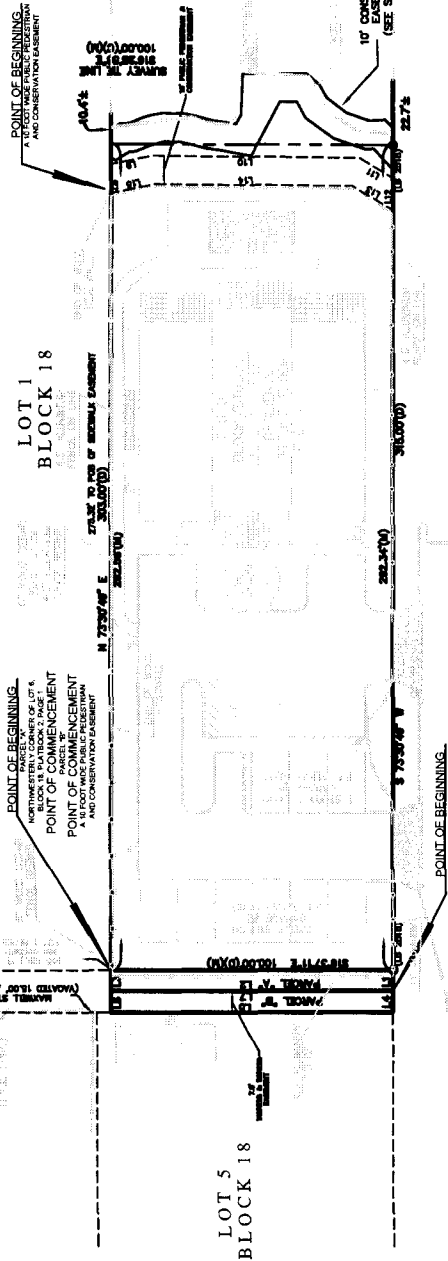
OFFICE: 1501 COUNTY ROAD 315 SUITE 108
 NORTH PALM BEACH, FL 33403
 PHONE: (561) 284-2225
 FAX: (561) 284-2226
 LA 98091

DATE:	07/30/08	SCALE:	1"=50'
SHEET 1		OF 2	
PROJECT NO.		REVISION	
788-07-001			

07/30/08	1"=50'
SHEET 2 OF 2	
PROJECT NO.	REVISION
768--07--001	

BAY STREET CONDOMINIUM EASEMENTS EXHIBIT

LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MAXWELL STREET/PLACE BETWEEN FERRIS STREET AND BAY STREET, CLOSED AND RESERVED FOR A PERPETUAL UTILITY EASEMENT, IN ACCORDANCE WITH THE CITY OF GREEN COVE SPRINGS ORDINANCE #0-03-2007, DATED DECEMBER 5, 2006, OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.



LEGAL LINE TABLE		
LINE	BEARING	LENGTH
L10(M)	S73°30'49"W	7.50
L11(M)	N16°37'11"E	100.00
L12(M)	N73°30'49"E	7.50
L13(M)	S73°30'49"W	7.50
L14(M)	N16°37'11"E	100.00
L15(M)	N73°30'49"E	7.50
L16(M)	N16°37'11"E	100.00

SERIAL EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°30'49"E	10.22
L2	S28°20'34"E	14.88
L3	S16°03'50"E	7.358
L4	S14°19'47"W	1.862
L5	S14°19'47"W	1.862
L6	N16°37'11"E	17.00
L7	N16°37'11"E	60.807
L8	N28°20'34"W	15.887

EXHIBIT A-1-4

PREPARED FOR: BAY STREET CONDOMINIUMS, LLC.

REV.	DATE	BY	CHKD	FR/PG	DESCRIPTION	DRAWN BY:	JLC
						CHECKED BY:	RFS
						F.L.M. FLOOD ZONE	AE
						ELEVATION:	5
						PANEL NO.:	120085 0001 D
						FR/PG:	477/15

BARTHAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS



1001 COUNTY ROAD 300, SUITE 100
GREEN COVE SPRINGS, FL 32043
PHONE (904) 284-2234
FAX (904) 284-2288
L.S. #0001

CERTIFIED TO:
BAY STREET CONDOMINIUMS, LLC.
OLD SOUTHERN BANK
NEAL DEVELOPMENT
KILLGORE, PEARLMAN, STAMP,
ORNSTEIN & SQUIRES, P.A.
GLENN A. TAYLOR, P.A.
GALAXY BUILDERS
FIDELITY NATIONAL TITLE

DATE	SCALE
5/4/2007	1" = 30'
SHEET	1 OF 2
PROJECT NO.	700-07-001

GENERAL NOTES

1. CONTINUOUS OF APPROXIMATELY 13-4001
2. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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16. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

17. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

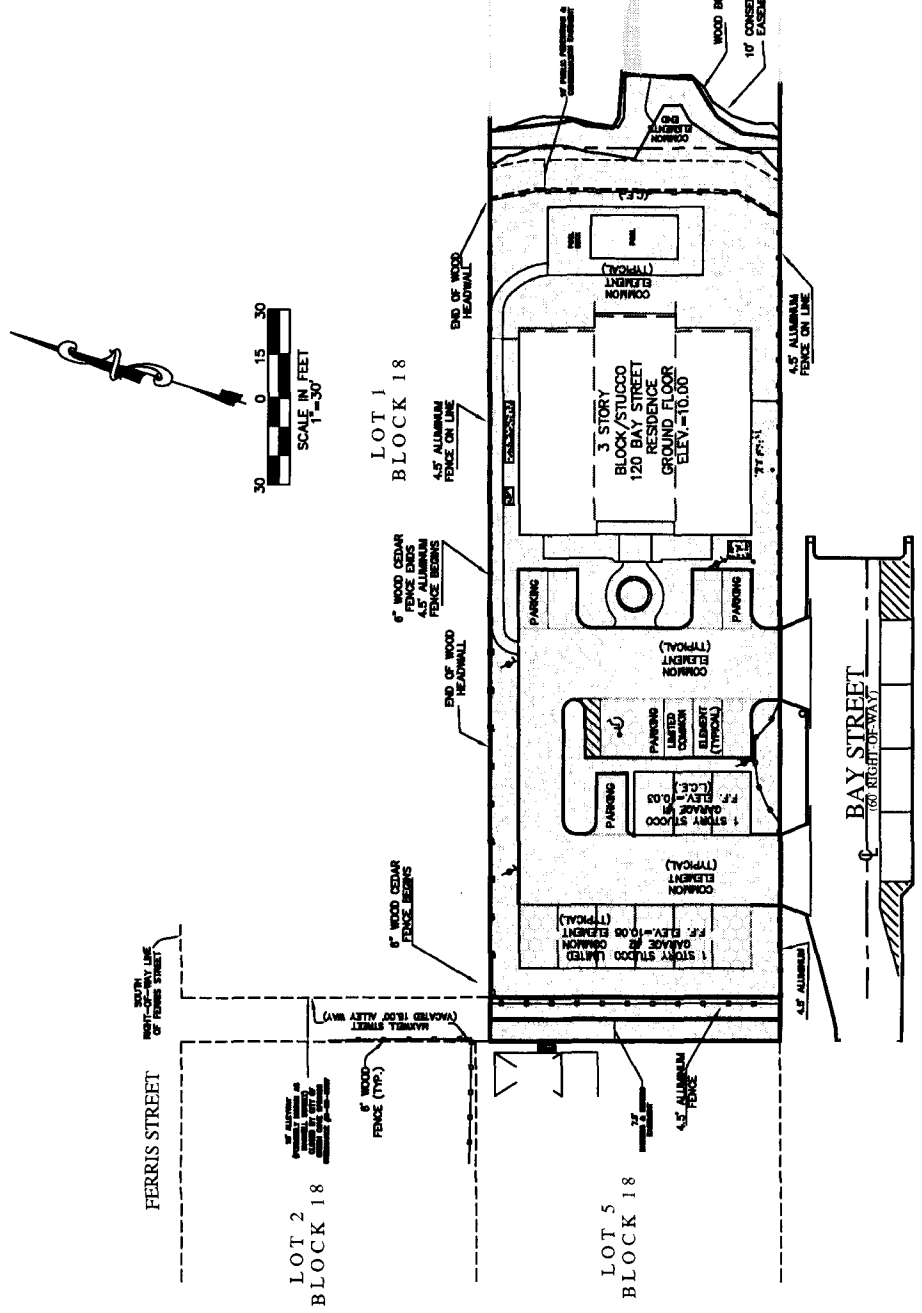
18. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

19. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

20. ANY AND ALL EASEMENTS AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BAY STREET CONDOMINIUM COMMON ELEMENTS AND LIMITED COMMON ELEMENTS EXHIBIT
LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MAXWELL STREET/PLACE BETWEEN FERRIS STREET AND BAY STREET, CLOSED AND RESERVED FOR A PERPETUAL UTILITY EASEMENT, IN ACCORDANCE WITH THE CITY OF GREEN COVE SPRINGS ORDINANCE #0-03-2007, DATED DECEMBER 5, 2006, OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

- GENERAL NOTES**
1. CERTIFICATE OF AUTHORIZATION # 10-0001
 2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BOUNDARY MAP OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. ANYTHING ON THIS MAP AND/OR REPORT OTHER THAN THE BOUNDARY PART OF THE MAP IS PROVIDED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR OR PARTY.
 4. UNLESS A COMPASSION IS MADE, MEASURED BEINGS AND DISTANCES ARE EXACT, WITH PLAT WALLS.
 5. DIMENSIONS ARE IN FEET AND DECIMAL FRACTIONS THEREOF.
 6. ELEVATIONS ARE BASED ON NATIONAL MEAN SEA LEVEL (N.M.S.L.).
 7. THIS EXHIBIT IS ONLY FOR THE LAND AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
 8. THIS EXHIBIT IS NOT A GUARANTEE OF ANYTHING AND THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR'S RESPONSIBILITY IS TO THE CLIENT AND NOT TO THE PUBLIC.
 9. ONLY THOSE ELEMENTS, MEASUREMENTS, AND BEINGS OF THIS MAP WHICH ARE SHOWN HEREON IN ACCORDANCE WITH THE CITY OF GREEN COVE SPRINGS ORDINANCE #0-03-2007, DATED DECEMBER 5, 2006, OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ARE TO BE CONSIDERED.
 10. ONLY SURFACE AND AREAL IMPROVEMENTS HAVE BEEN LOCATED, AS SHOWN.
 11. BUILDING AND IMPROVEMENT TIES, IF ANY, ARE SHOWN HEREON AND ARE PERPENDICULAR TO THE PLAT PROPERTY LINES.
 12. THIS EXHIBIT IS FOR THE EXCLUSIVE USE OF THE PARTIES WHOSE LANDS IT WAS ORIGINALLY PREPARED FOR, AS INDICATED HEREON, AND IS NOT VALID FOR ANY OTHER PURPOSE.
 13. THIS MAP IS DESIGNED TO BE USED AT A SCALE OF 1"=30' OR SMALLER.
 14. THE LAND SURVEYOR HAS BEEN PLACED IN THE POSITION OF A GUARANTY OF THE PLAT INFORMATION AND THE PLAT INFORMATION IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR'S RESPONSIBILITY IS TO THE CLIENT AND NOT TO THE PUBLIC.
 15. THIS MAP IS DESIGNED TO BE USED AT A SCALE OF 1"=30' OR SMALLER.
 16. THIS MAP IS NOT A GUARANTEE OF THE PLAT INFORMATION.
 17. COPYRIGHT 2007 BARTRAM TRAIL SURVEYING, INC.
 18. THIS EXHIBIT IS NOT A GUARANTEE OF THE PLAT INFORMATION AND NO LICENSE HAS BEEN GRANTED BY THE SURVEYOR TO ANY OTHER PARTY TO REPRODUCE OR TO USE THE EXHIBIT EXCEPT AS IS NECESSARY IN CONNECTION WITH THE ORIGINAL TRANSACTION.



— DENOTES COMMON ELEMENTS
— DENOTES LIMITED COMMON ELEMENTS

CERTIFIED TO:
BAY STREET CONDOMINIUMS, LLC.
OLD SOUTHERN BANK
NEAL DEVELOPMENT
KILLGORE, PEARLMAN, STAMP,
ORNSTEIN & SQUIRES, P.A.
GLENN A. TAYLOR, P.A.
GALAXY BUILDERS
FIDELITY NATIONAL TITLE

PREPARED FOR: BAY STREET CONDOMINIUMS, LLC.

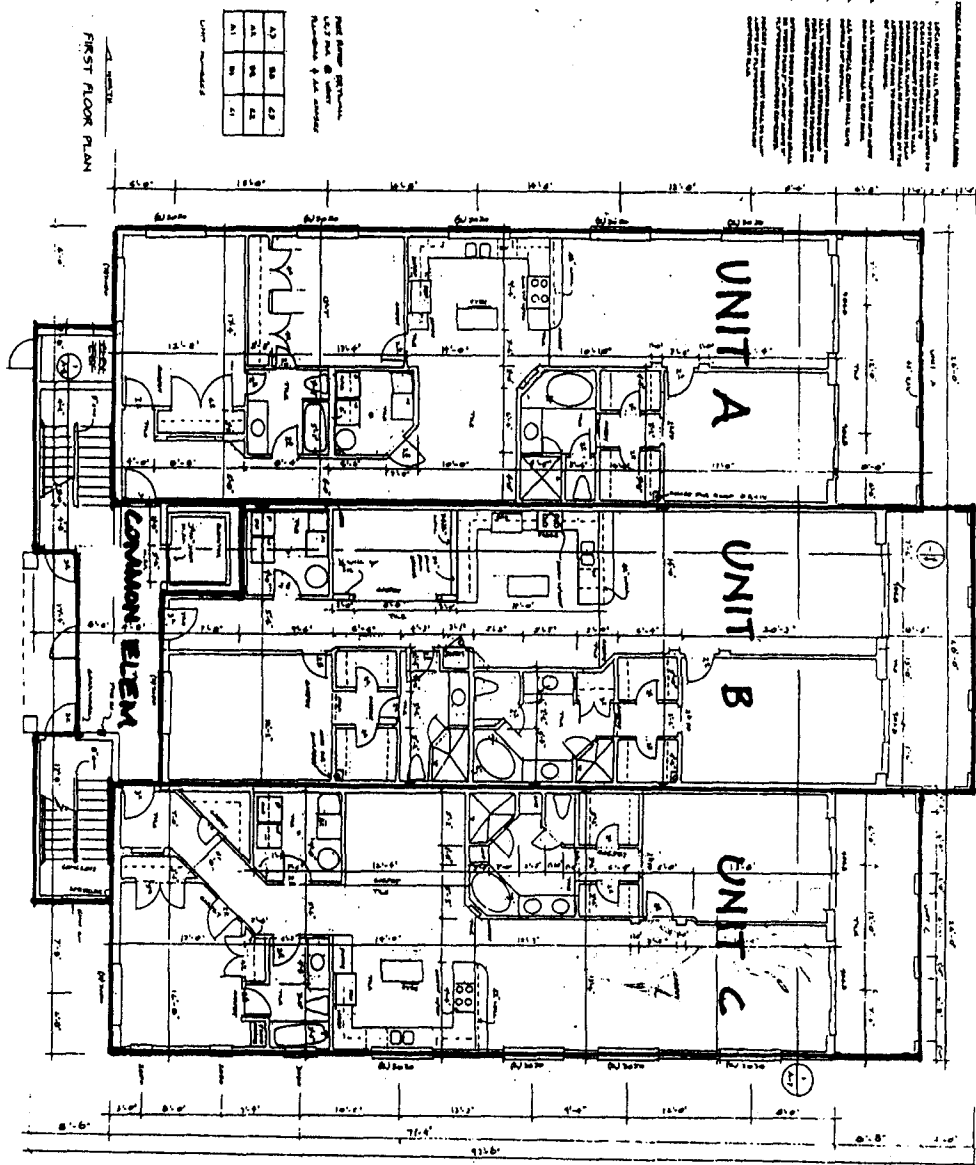
REV.	DATE	BY	EXTD	FB/PQ	DESCRIPTION	DRAWN BY:	J.L.C
						CHECKED BY: RPS	
						FURN. FLOOD ZONE AE	
						ELEVATION: 5	
						PANEL NO.: 120065 0001 D	
						FB/PQ: 477/15	

BARTRAM TRAIL SURVEYING, INC.
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1901 COUNTY ROAD 348, SUITE 103
GREEN COVE SPRINGS, FL 32043
PHONE (904) 384-2204
FAX (904) 384-2208
18 #0001

NOTES	DATE	SCALE
1. This map was prepared for the purpose of showing the boundaries of the property described herein and is not to be used for any other purpose. The surveyor's responsibility is to the client and not to the public.	4/20/07	1" = 30'
SHEET 1 OF 1		
PROJECT NO. 708-07-001		

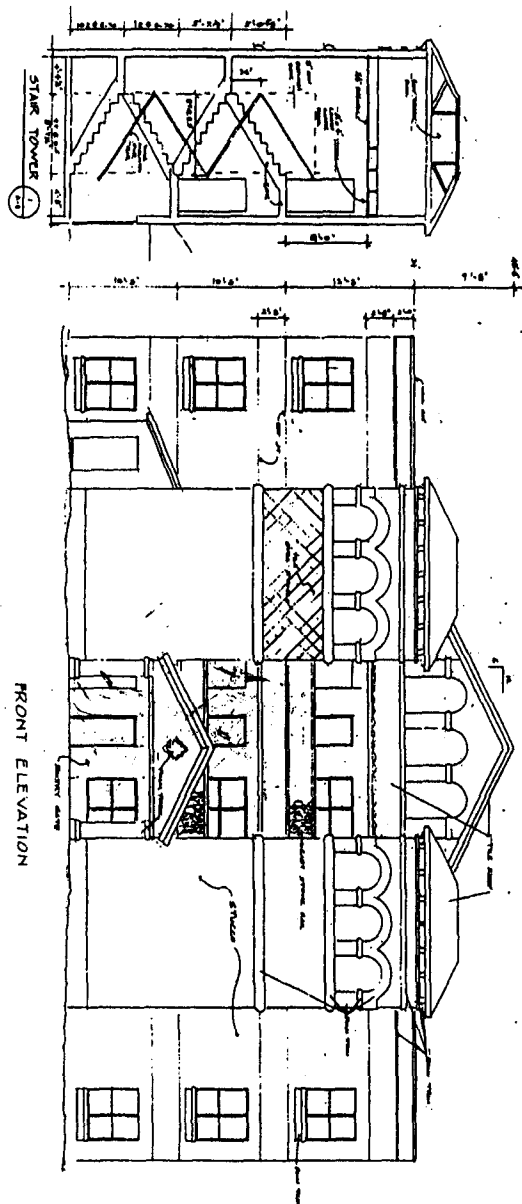
BAY STREET CONDOMINIUMS



AMENDED A-4-6

FIRST FLOOR PLAN	APPROVED BY	DATE	BAY STREET
------------------	-------------	------	------------

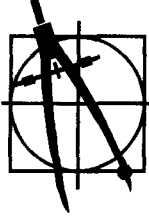
BAYSTREET CONDOMINIUMS



AMENDED A-4-9

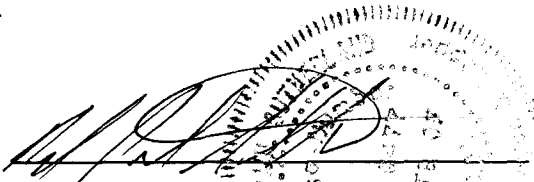
	FRONT ELEVATION	PLAN			BAY STREET	
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Bartram Trail Surveying, Inc.

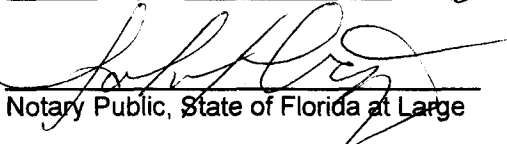


Surveyor's Certificate

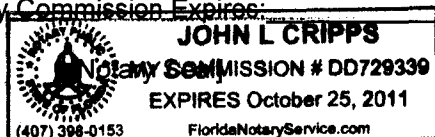
The undersigned, Raymond Paul Sutherland, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to Bay Street Condominiums, that the construction of the improvements in said Condominium is substantially complete so that the material attached to the Declaration, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements, and that identification, location and dimensions of the Common Elements and of each Unit can be determined from those materials.


Professional Surveyor and Mapper
No. 6477, State of Florida
(Seal)

Dated: 03 APRIL 2008
Sworn to and subscribed before me this
3rd day of APRIL, 2008.

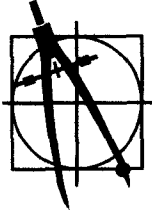

Notary Public, State of Florida at Large

My Commission Expires:



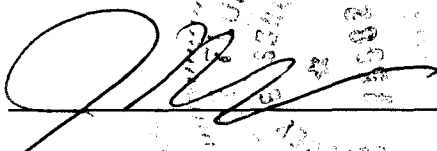
Jeffrey E. Schaefer Master Builder, Inc.

Architect & General Contractor
1414 Plainfield Avenue
Orange Park, FL 32073



Architect's Certificate

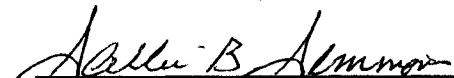
The undersigned, JEFFREY E. SCHAEFER, a
registered Architect authorized to practice in the State of Florida, hereby
certifies with respect to Bay Street Condominiums, that the
construction of the improvements in said Condominium is substantially complete
so that the material attached to the Declaration, together with the provisions of
the Declaration describing the Condominium Property, is an accurate
representation of the location and dimensions of the improvements, and that
identification, location and dimensions of the Common Elements and of each
Unit can be determined from those materials.


Professional Architect

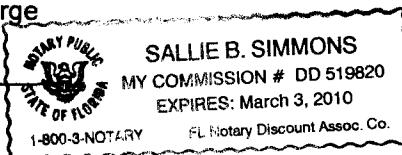
No. 5582, State of Florida

(Seal)

Dated: 4/3/08
Sworn to and subscribed before me this
3rd day of April, 2008.


Notary Public, State of Florida at Large

My Commission Expires: _____
[Notary Seal]



BOUNDARY SURVEY

LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MAXWELL STREET/PLACE BETWEEN FERRIS STREET AND BAY STREET, CLOSED AND RESERVED FOR A PERPETUAL UTILITY EASEMENT, IN ACCORDANCE WITH THE CITY OF GREEN COVE SPRINGS ORDINANCE #0-03-2007, DATED DECEMBER 5, 2006, OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

- GENERAL NOTES**
1. CONTINUED OF AUTOMATICALLY #19-0001
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LATEST EDITION OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LATEST EDITION OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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 14. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LATEST EDITION OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LATEST EDITION OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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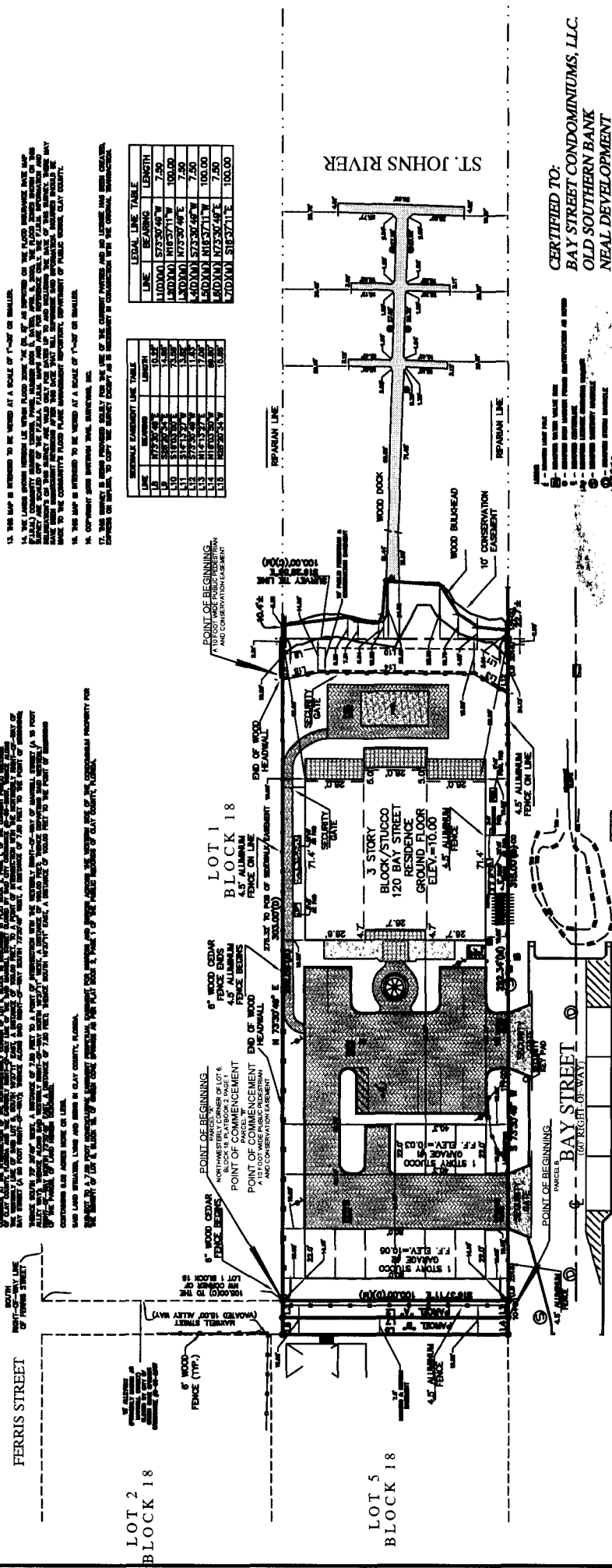
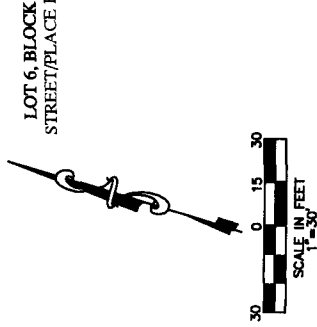
- LEGEND**
- 1. LOT 6, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 2. LOT 5, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 3. LOT 2, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 4. LOT 1, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 5. LOT 4, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 6. LOT 3, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 7. LOT 7, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 8. LOT 8, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 9. LOT 9, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 10. LOT 10, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 11. LOT 11, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 12. LOT 12, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 13. LOT 13, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 14. LOT 14, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 15. LOT 15, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 16. LOT 16, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 17. LOT 17, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 18. LOT 18, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 19. LOT 19, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
 - 20. LOT 20, BLOCK 18, OF GREEN COVE SPRINGS, AS PER PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

LEGAL LINE TABLE

LINE	BEARING	LENGTH
1	S 89° 59' 49" W	7.50
2	S 89° 59' 49" W	7.50
3	S 89° 59' 49" W	7.50
4	S 89° 59' 49" W	7.50
5	S 89° 59' 49" W	7.50
6	S 89° 59' 49" W	7.50
7	S 89° 59' 49" W	7.50
8	S 89° 59' 49" W	7.50
9	S 89° 59' 49" W	7.50
10	S 89° 59' 49" W	7.50
11	S 89° 59' 49" W	7.50
12	S 89° 59' 49" W	7.50
13	S 89° 59' 49" W	7.50
14	S 89° 59' 49" W	7.50
15	S 89° 59' 49" W	7.50
16	S 89° 59' 49" W	7.50
17	S 89° 59' 49" W	7.50
18	S 89° 59' 49" W	7.50
19	S 89° 59' 49" W	7.50
20	S 89° 59' 49" W	7.50

LEGAL LINE TABLE

LINE	BEARING	LENGTH
1	S 89° 59' 49" W	7.50
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7	S 89° 59' 49" W	7.50
8	S 89° 59' 49" W	7.50
9	S 89° 59' 49" W	7.50
10	S 89° 59' 49" W	7.50
11	S 89° 59' 49" W	7.50
12	S 89° 59' 49" W	7.50
13	S 89° 59' 49" W	7.50
14	S 89° 59' 49" W	7.50
15	S 89° 59' 49" W	7.50
16	S 89° 59' 49" W	7.50
17	S 89° 59' 49" W	7.50
18	S 89° 59' 49" W	7.50
19	S 89° 59' 49" W	7.50
20	S 89° 59' 49" W	7.50



CERTIFIED TO:
BAY STREET CONDOMINIUMS, LLC.
OLD SOUTHERN BANK
NEAL DEVELOPMENT
KILLGORE, PEARLMAN, STAMP,
ORNSTEIN & SQUIRES, P.A.
GLENN A. TAYLOR, P.A.
GALAXY BUILDERS
FIDELITY NATIONAL TITLE

PREPARED FOR: BAY STREET CONDOMINIUMS, LLC.

REV.	DATE	BY	EXTD.	FR/PG	DESCRIPTION	DRAWN BY:	CHKD BY:
D	7/25/08	JLC	RPS	N/A	ADDED FENCE, DOCK & REV EASEMENT	WOK/LD02004	RPS
C	4/4/08	JLC	RPS	N/A	ADDED FINAL SURVEY		AE
B	6/29/07	ASD	RPS	477/74	REVISED ALLEY DESCRIPTION		5
A	5/24/07	WOK/RPS	477/74	477/74	ADDED FOUNDATION LOCATION SURVEY		PANEL NO. 120085 0001 D

BARTRAM TRAIL SURVEYING, INC.
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 109
GREEN COVE SPRINGS, FL 32043
PHONE (904) 284-2255
FAX (904) 284-2255
L.S. #0001

NOTATION

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LATEST EDITION OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LATEST EDITION OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE 5/4/2007
SCALE 1" = 30'

SHEET 1 OF 1
PROJECT NO. 708-07-001
REVISION D