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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. 2 TO DECLARATION OF BAY STREET CONDOMINIUMS, A CONDOMINIUM

This Amendment No. 2 to Declaration of Bay Street Condominiums, a Condominium (this "Amendment") is made as of October 19, 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"); and as amended per that certain Amendment No.1 To the Declaration of Bay Street Condominiums, A Condominium as recorded at Book 3053, Pages 1892-1919, of the public records of Clay County, Florida;

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

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 27.2 (i)** of the Declaration is deleted in its entirety and replaced with the following:

An Owner shall not place or cause to be placed in the walkways on the piers or docks any furniture, packages or objects of any kind, except that an Owner shall be permitted to install one boat lift and one dock box per assigned Boat Slip in accordance with the Developer's or Association's, as the case may be, specifications. Except for the foregoing, such areas shall be used for no other purpose than for normal transit through them.

2. The third sentence of **Paragraph 27.2(l)** of the Declaration is deleted in its entirety. The complete Paragraph 27.2(l) shall read as follows:

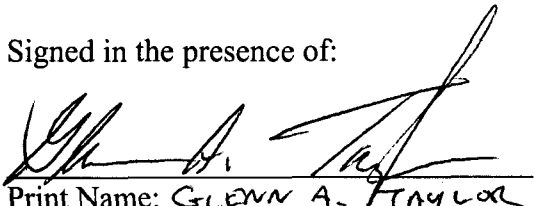
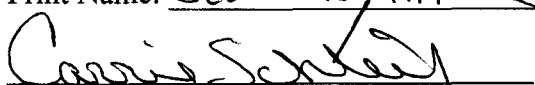
Each Boat Slip Owner is responsible for properly mooring his Vessel in accordance with the practices of good seamanship and the Rules and Regulations. Any damage to the Boat Slip resulting from the failure of the Vessel to be properly moored and secured in

the Boat Slip shall be the responsibility of the Boat Slip Owner and the Owner shall indemnify and hold the Association harmless from any such damage, including costs and attorneys fees.

3. It is hereby conclusively acknowledged that: (i) all provisions of this Amendment are valid and permissible under the Declaration and consistent with Developer's authority thereunder, including without limitation, under Paragraph 26.2; (ii) no provision of this Amendment materially adversely affects substantial property rights of any Owner of a Unit; (iii) no provision of this Amendment adversely affects any rights of the Association by reason of the establishment of the Condominium. Except as amended hereby, the existing terms and conditions of the Declaration are hereby ratified and shall remain in full force and effect.
4. 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:

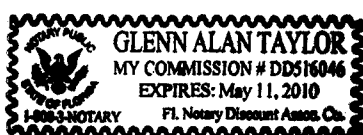

 Print Name: GLENN A. TAYLOR

 Print Name: CAROLE SCHLERF

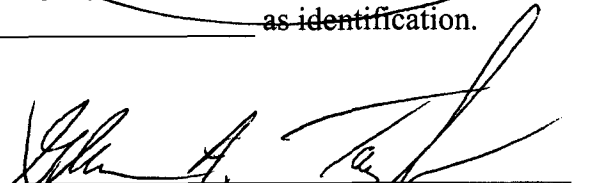
Bay Street Condominiums, LLC.

By: 
 Patrick Zalupski
 Its: Managing Member

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 17th day of October, 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.




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

(Notary Seal)