

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:
MICHAEL R. FLAM, ESQUIRE
WESTINGHOUSE TREASURE COAST
COMMUNITIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER COUNTY
NOV 26 1993

15.00

FIRST AMENDMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
BERMUDA BAY

This FIRST AMENDMENT made this 22nd day of November, 1993,
by WESTINGHOUSE TREASURE COAST COMMUNITIES, INC., a Florida
corporation ("Declarant");

W I T N E S S E T H :

WHEREAS, Declarant, by virtue of the powers reserved unto it
in Paragraph 11.8(b)(1), Amendment of Declaration, in ARTICLE 11,
GENERAL AND PROCEDURAL PROVISIONS, of the DECLARATION AND GENERAL
PROTECTIVE COVENANTS FOR BERMUDA BAY ("Declaration"), recorded in
Official Records Book 910, at Pages 658 through 749, both
inclusive, of the Public Records of Indian River County, Florida,
hereby desires to amend and modify the Declaration as hereinafter
stated;

NOW, THEREFORE, DECLARANT hereby amends and modifies the
DECLARATION as follows:

TO DELETE THEREFROM Paragraph 3.11, Outdoor Equipment and
Storage Area, in ARTICLE 3, GENERAL PROTECTIVE COVENANTS, which
reads:

3.11 Outdoor Equipment and Storage Area.

All garbage and trash containers, oil tanks, bottled gas
tanks, swimming pool equipment and housings and sprinkler
pumps and other such outdoor equipment must be underground or
placed in sight-screened, walled-in or fenced-in areas so that
they shall not be readily visible from any adjacent street or
Plot. In addition, Declarant may require that adequate
landscaping be installed around these facilities and
maintained by the Owner. No unenclosed storage area shall be
permitted on any Plot. No enclosed storage area shall be
constructed or erected which is separated from the principal
Structure on the Plot.

AND TO INSERT the following new Paragraph 3.11, Outdoor Equipment and Storage Area, in ARTICLE 3, GENERAL PROTECTIVE COVENANTS, in its place and stead:

3.11 Outdoor Equipment and Storage Area.

All garbage and trash containers shall be stored in a garage or placed in a Declarant approved walled-in area. Oil tanks and bottled gas tanks shall be installed underground. Swimming pool equipment, sprinkler pumps, heater units and other such outdoor equipment shall be placed in a Declarant approved walled-in area or adequately screened by landscaping, so that they shall not be readily visible from any adjacent street or Plot. If Declarant approves a walled-in area, Declarant may further require that adequate landscaping be installed around such walled-in areas and maintained by the Owner. The determination of what constitutes adequate landscaping and/or screening shall be made solely by Declarant, whose decision shall be final. No unenclosed storage area shall be permitted on any Plot. No enclosed storage area shall be constructed or erected which is separated from the principal Structure on the Plot.

TO FURTHER DELETE THEREFROM Paragraph 3.12, Air Conditioners, in ARTICLE 3, GENERAL PROTECTIVE COVENANTS, which reads:

3.12 Air Conditioners.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent street or Plot. Wall and window air conditioning units shall not be permitted.

AND TO FURTHER INSERT the following new Paragraph 3.12, Air Conditioners, in ARTICLE 3, GENERAL PROTECTIVE COVENANTS, in its place and stead:

3.12 Air Conditioners.

All air conditioning units shall be shielded and hidden within Declarant approved walled-in areas so that they shall not be readily visible from any adjacent street or Plot. In addition, Declarant may require that adequate landscaping be installed around such walled-in areas and maintained by the Owner. The determination of what constitutes adequate landscaping shall be made solely by the Declarant, whose decision shall be final. Wall and window air conditioning units are not permitted.

SAVE EXCEPT as amended and modified hereby, the Declaration is hereby confirmed, ratified and declared to be in full force and effect.

IN WITNESS WHEREOF, DECLARANT has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 22nd day of November, 1993.

WESTINGHOUSE TREASURE COAST
COMMUNITIES, INC.

By: [Signature]
W. Bunttemeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
Ronald C. Dillon
Assistant Secretary

MRF
GEL

Address: 3300 University Drive
Coral Springs, Florida 33065

STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

The foregoing FIRST AMENDMENT was acknowledged before me this 22nd day of November, 1993, by W. Bunttemeyer, President, and Ronald C. Dillon, Assistant Secretary, of WESTINGHOUSE TREASURE COAST COMMUNITIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me.

[Signature]
Name: Nancy J. Kerst
Notary Public
Commission No.

My Commission Expires:

[Notary Seal]

OFFICIAL NOTARY SEAL
NANCY J KERST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC214837
MY COMMISSION EXP. AUG. 25, 1996

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Exhibit "B"

RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA

THIS INSTRUMENT PREPARED BY:

BRIAN J. SHERR, ESQUIRE
GREENBERG, TRAUIG, HOFFMAN,
LIPOFF, ROSEN & QUENTEL, P.A.
BROWARD FINANCIAL CENTER
500 EAST BROWARD BOULEVARD,
13TH FLOOR
FORT LAUDERDALE, FLORIDA 33394

PLEASE RECORD AND RETURN THIS
INSTRUMENT TO: *me*

MICHAEL R. FLAM, ESQUIRE
WESTINGHOUSE TREASURE COAST
COMMUNITIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

DECLARATION AND GENERAL PROTECTIVE COVENANTS

FOR

BERMUDA BAY

September 16, 1991

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EXHIBITS

- EXHIBIT "A" - Legal Description of Bermuda Bay Community
- EXHIBIT "B" - Legal Description of Committed Property
- EXHIBIT "C" - Articles of Incorporation of Bermuda Bay
Foundation, Inc.
- EXHIBIT "D" - By-Laws of Bermuda Bay Foundation, Inc.
- EXHIBIT "E" - Foundation Common Area
- EXHIBIT "F" - Description of Sable Oaks Facilities
- EXHIBIT "G" - Legal Description of Lakes

DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR BERMUDA BAY

THIS DECLARATION is made this 20th day of September, 1991 by WESTINGHOUSE TREASURE COAST COMMUNITIES, INC., a Florida corporation, its successors and assigns ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant, Westinghouse Treasure Coast Communities, Inc., presently having its principal place of business in Broward County, Florida, is developing a residential community, to be known as the "Bermuda Bay Community"; and

WHEREAS, the real property which may ultimately be developed as part of the Bermuda Bay Community is located in the Town of Indian River Shores, Indian River County, Florida, and legally described on Exhibit "A" to this Declaration; and

WHEREAS, Declarant by this "Declaration" hereby imposes those certain protective covenants, conditions and restrictions set forth herein upon only a portion of the Bermuda Bay Community, which portion of the Bermuda Bay Community is legally described on Exhibit "B" to this Declaration and which shall be herein referred to as "Committed Property"; and

WHEREAS, Declarant may, in the future, elect to add or not to add additional portions of the Bermuda Bay Community to the Committed Property and thereby subject such additional portions of the Bermuda Bay Community to this Declaration and to amend this Declaration, and, as well, to impose additional protective covenants, conditions and restrictions not set forth in this Declaration on such additional portions of the Bermuda Bay Community; and

WHEREAS, there shall be certain "Foundation Common Area" (as that term is hereinafter defined) serving the Committed Property such as, without limitation, streets, entranceways, open areas, an irrigation system and the "Lakes", (as that term is hereinafter described in Article 5.1 hereof) all are more particularly described in this Declaration; and

WHEREAS, Declarant may include within the Committed Property of the Bermuda Bay Community as part of the Foundation Common Area certain recreational and beach facilities, which may be used by "Persons" (as that term is hereinafter defined) some of whom may not be residents of the Bermuda Bay Community; and

WHEREAS, Declarant has the right, as set forth in this Declaration, to divide the Committed Property into different "Neighborhoods" (as that term is hereinafter defined); and

WHEREAS, Declarant may impose, or cause to be imposed, additional protective covenants, conditions and restrictions, in conjunction with this Declaration, as may be necessary and appropriate on each Neighborhood; and

WHEREAS, Declarant desires to provide for the preservation of property values, amenities and opportunities in the Committed Property and to contribute to the personal and general health, and welfare of residents and for the maintenance of waterbodies and Lakes, Foundation Common Area and land and improvements thereon, and to this end desires to subject the Committed Property, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Committed Property and each "Owner" (as that term is hereinafter defined) thereof; and

WHEREAS, Declarant has caused the Bermuda Bay Foundation, Inc., a Florida corporation not for profit (the "Foundation") to be formed, which Foundation has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the Committed Property; and the collection and disbursement of the "Operating Expenses" (as this term is hereinafter defined) all as more particularly set forth herein. The Foundation is NOT a condominium association under Chapter 718, Florida Statutes; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without the Bermuda Bay Community (or cause same to be so done by additional parties by deed, easement, or otherwise to the Foundation (which must accept the same), for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and their families, tenants and guests.

NOW, THEREFORE, the Declarant, Westinghouse Treasure Coast Communities, Inc., declares that the Committed Property, together with such additional portions of the Bermuda Bay Community, if any, as may be hereafter added to the Committed Property in accordance with the Declaration, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, and the other "Governing Documents" (as that term is hereinafter defined), all of which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property or any part thereof, their