

CEDAR RUN

A Deed Restricted Community

Cedar Run Homeowners Association

We want everyone in Cedar Run to enjoy their homes and our community including recreational facilities, pool and common areas.

In order to accomplish this we need the cooperation of all homeowners and tenants.

We will all appreciate your observance of the Cedar Run's Community Standards and Regulations.

RECOMMENDED GUIDELINES AND STANDARDS:

- New homeowner's first years association fees are due in advance of occupying the property.
- After first year monthly dues must be kept current by all property owners of record.
- Purchaser and tenant applications should be approved by Owner.
- Due to the size of homes and lots, it is recommended that owners or tenants have no more than 2 dogs per home. Large breed dogs (30 lbs+) are discouraged.
- Due to the close proximity of homes no open fires or fire pits.

RULES AND REGULATIONS:

1 – POOL AREA:

- This is a private pool for the use by homeowners and tenants. Please read and adhere to the Brevard County Health Department and HOA approved rules for unattended community pools.
- Pool capacity per our county permit is a maximum of 23.
- No lifeguards are ever present, swim at your own risk.
- Children under 14 years in age must be accompanied by an adult who is at least 18 years of age.
- Pets are not allowed in pool or park area.
- No glass containers in the pool area, plastic bottles only.
- Swimsuits only are to be worn in pool no cut offs.
- No diving, running, shoving, roughhousing, etc; in pool area.
- Please use refuse container. NO ANIMAL WASTE OR DIAPERS in this container.
- When leaving pool area please lower umbrellas and leave chairs and lounge chairs in an orderly manner. Chairs and lounge chairs should never be put into pool.
- Pool and park hours are dawn to dusk, last person out always lock the gate and cabanas.
- Only battery operated radios in the pool area and please keeps volume down.
- No surfboards, excessively large floating toys, roller-skates, roller blades, bikes or skateboards etc in this area.
- No alcohol, smoking (including e-cigarettes) or food in pool area.
- Picnic table is available for use in the common area.
- New homeowners can request 2 sets of pool/cabana keys. Replacement keys are \$25.00 each.

APPROVED May 24, 2017

2 – TENNIS COURT AREA:

- Currently closed

3 – PARKING REGULATIONS:

- Melbourne city ordinance “No blocking sidewalks with parked vehicles”.
- No parking on grass or common areas. If you don't have enough space in your driveway, submit a request to our Architectural Committee through the Board to widen your driveway. Include short note with size and type of material to be used.
- Parking in street is permitted as long as you do not block driveways, intersections, sidewalks, mail boxes and assure ample room for emergency vehicles.
- No general purpose trailers, house trailers, boats, motor homes or commercial vehicles parked overnight in the development.
- No unlicensed / unregistered or junk vehicles to be parked on street, common area or homeowner's property.
- Any minor vehicle maintenance or repairs not completed within 24 Hours must be done in your garage or outside of the Cedar Run development.

4 – PET OWNERS RESPONSIBILITIES:

- The north side of Treeline is the common area designated for dog walking. If you insist on not walking your dog in this area you may only do so on your own lawn. It is not healthy for you or your dog and so you **must pick up your pet's droppings and place in your waste bin.** Bags are provided on Treeline or recycle your plastic shopping bags.
- Melbourne Ordinance requires that all dogs must be on a leash when outside and under the control of the owner.

5 – MISC. ITEMS:

- Association dues and any fines are due the first of each month. After the 15th, if left unpaid, they are considered late and interest will accrue. The Board may also decide to turn over any late assessments to the attorney for collection and/or lien/foreclosure proceedings.
- Newspaper and advertising papers are not to be left lying in driveways.
- All lots, homes, and landscaping shall be maintained in a neat and orderly manner.
- No outside storage of any construction items (dumpsters/pods/supplies) for more than 30 days unless approved by Cedar Run Association Board.
- Trash and garbage will not be put out until the evening before collection and all containers will be removed from the street that day.
- No other refuse or building materials can be stored outside the confines of your home or on common property.
- Garbage/Recycle containers and portable BBQ must be stored either in garage or inside of house. Homes abutting to the north side of Treeline must store them on the south side of the house.
- Noise control (Melbourne ordinance), please be considerate of your neighbors.
- Any changes to the exterior of your property either cosmetic or structural must be submitted to the Architectural Committee with color selections, dimensions and a short description of project for approval.
- Removal of trees greater than 4” in diameter must be approved by the Board.

APPROVED May 24, 2017

**CERTIFICATE OF AMENDMENT TO
THE RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CEDAR RUN OF MELBOURNE HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED President and Vice President of the CEDAR RUN OF MELBOURNE HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation organized and existing to operate and maintain the CEDAR RUN OF MELBOURNE HOMEOWNERS ASSOCIATION, according to the Restatement of Declaration of Covenants, Conditions and Restrictions, as recorded in O.R. Book 2497, Page 0933, et seq., Public Records of Brevard County, Florida, and as amended, hereby certify and confirm that the amendment set forth below was approved by not less than two-thirds of the members voting, in person or by proxy at a meeting held for such purpose.

Amendment

Additions are indicated by underlining.
Deletions are indicated by ~~strike through~~.
Unaffected language is indicated by ellipsis (...)

RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Article XIV- Sales, Rental and New Owner Restrictions

Section 14.1 Since Cedar Run is located in an area zoned only for residence, no home or lot will be used for commercial business enterprise. Units(homes) shall not be purchased as an investment for rental purposes, however, the unit(home) may be leased or rented after the owner has personally resided in the unit for a minimum of 1 year. Leases/rentals are then limited to one lease/rental per unit in any twelve month period.

Section 14.2 Owners who lease/rent their unit shall notify the management company in writing of the name(s) of the tenant(s) and the duration of the lease/rental. This responsibility continues even though an owner retains a real estate agency to handle such lease/rental. Subleasing is prohibited.

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Prepared By: Martin Legal PLLC
1600 Sarno Rd, Suite 14, Melbourne, FL 32935

Executed and Attested on 6/30/17

CEDAR RUN OF MELBOURNE
HOMEOWNERS ASSOCIATION, INC

By: Bruce Fowler

Print Bruce Fowler, President

By: Charlet Rounsavelle

Print Charlet Rounsavelle, Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Bruce Fowler, President, and Charlet Rounsavelle, Vice President, of the CEDAR RUN OF MELBOURNE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who are personally known to me or who produced _____ as identification, and who did take an oath and acknowledged that they freely and voluntarily executed the same as an officer under the authority vested in them by said Corporation.

WITNESS my hand and official seal on June 30, 2017.

David Andrew Hoffman
Notary Public, State of Florida



Prepared by and return to:
Hubert C. Normile, Jr., Esquire
482 N. Harbor City Boulevard
Melbourne, FL 32935

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on the date hereinafter set forth by CEDAR RUN OF MELBOURNE, CORP., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in Melbourne, County of Brevard, State of Florida, which is more particularly described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of developing the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

Section 1.1: "Association" shall mean and refer to CEDAR RUN OF MELBOURNE HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation, its successors and assigns.

Section 1.2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including Contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter may be brought within the jurisdiction

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of the Association.

Section 1.4: "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of conveyance of the first Lot is described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "B" ATTACHED HERETO

Section 1.5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 1.6: "Subdivision" shall mean and refer to all the Properties known as "Cedar Run of Melbourne" as described in the plat thereof, which is recorded in Plat Book _____ at Page _____, of the Public Records of Brevard County, Florida.

Section 1.7: "Assessments" shall mean and refer to annual, special and insurance assessments by the Association against Lots in the subdivision made in accordance with the terms of these covenants.

Section 1.8: "Home" shall mean and refer to the dwelling unit constructed on each Lot.

Section 1.9: "Declarant" shall mean and refer to Cedar Run of Melbourne, Inc., its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II Property Rights

Section 2.1: Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable

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admission and other fees for the use of any recreational facility situated on the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and has been recorded in the Public Records of Brevard County, Florida.

Section 2.2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or Contract Purchasers who reside on the property.

ARTICLE III
Membership and Voting Rights

Section 3.1: Every Owner of a Lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2: The Association shall have two classes of voting membership:

Class A - Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members.

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The vote for such Lot shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B - Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or

(b) On June 1, 1995.

ARTICLE IV
Assessments

Section 4.1: General Purpose. The Association is organized for the purpose of providing common services to the Lot Owners, landscaping on common property, providing for the enforcement of covenants, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The initial services to be provided by the Association are maintenance of common property, insurance on common property, and street lighting for streets. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. Each Owner is personally obligated for assessments which become due during the time such Owner owned the Lot.

Section 4.2: Creation of Lien for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed

to covenant and agree to pay to the Association:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements;
and
- (c) Such assessments to be established and collected
as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who is the owner of the property at the time when the assessment fell due. The lien will be effective from and after recording of a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record owner, the amount due and the due date. The lien will remain in effect until all sums due to the Association has been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 4.3: Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be

Dollars (\$_____) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by

a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4.4: Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5: Surface Water Management Assessments.

The Association shall maintain and operate the surface water management system as part of the maintenance of the common property of the Association. Any costs for the operation and maintenance of the surface water management system shall be a common expense and shall be assessed along with all other common expenses as herein provided. Any amendment to the provisions contained in this paragraph must have the approval of the St. Johns Water Management District.

Section 4.6: Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 4.7: Date of Commencement of Annual Assessments:

Due Date. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted

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according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of each annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association upon the date of its issuance.

Section 4.8: Notice and Form for Any Action Authorized Under Section 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

Section 4.9: Effective Non-Payment of Assessment Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum until paid. The Association may bring an action against the Owners of the Lot for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an assessment but may not waive payment of the assessment. No Member may waive or otherwise escape liability for assessment by non-use of common property or by abandonment of

the Lot owned by such Owner.

Section 4.10: Subordination of Lien to Mortgages. The lien of any assessment authorized by these covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all assessments levied against the Lot which fell due on or prior to the date the Mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for assessments which fall due after such date.

Section 4.11: Damage by Owners. Owners of a Lot shall be responsible for any expenses incurred by the Association to repair or replace common property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be part of the assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual assessments provided for in these covenants.

ARTICLE V Owner's Rights

Section 5.1: Right to Use Common Property. Each Owner has the non-exclusive right to use common property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

Section 5.2: Access. Each Owner and his guests and all delivery, pick-up, and fire protection services, policy and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Association, holders of mortgage liens on any Lot and such other persons as the Declarant

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or the Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways which are located on the property described above. The rights are subject to the right of the Declarant to install and maintain utility lines and facilities in the roadways.

Section 5.3: Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewers, and drainage lines constructed in the roads or other easements, as the same may be relocated from time to time, subject to regulations and ordinances of the City of Melbourne. An Owner may also use underground sprinkling lines on such Owner's Lot with the prior written consent of the Association.

ARTICLE VI
Rights of the Association

Section 6.1: Enforcement Rights. The Association, its agents or employees, shall have the right after approval by two-thirds (2/3) vote of the Board of Directors, but not the obligation, to enter upon any Lot to cure any violation of these covenants, including without limitation, the right to remove any structure which is in violation of these covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation of these covenants shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Declarant or any Owner to prosecute proceedings at law or in

equity for the recovery of damages against persons violating or attempting to violate these covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these covenants, however long continuing, shall be a waiver of the right to enforce these covenants at a later time.

Section 6.2: Other Assessments. Any amount owed by any Owner to the Association as the result of the Association's abating or curing violation of these covenants or maintaining or repairing Lots shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Association. If any of said sums are not paid when due, they shall be added to and become a part of the annual assessment to which the Lot is subject and enforceable as provided in Article IV.

Section 6.3: Common Property Rights. The Association shall have the right:

(1) to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;

(2) to charge nondiscriminatory and reasonable fees for the private use of any recreational facility;

(3) to convey or encumber any Common Property if authorized by two-thirds (2/3) of the each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose;

(4) to grant easements and right-of-ways over the Common Property as it deems necessary or appropriate for the

proper servicing and maintenance of the Common Property.

ARTICLE VII
Rights Reserved by Declarant

Section 7.1: Easements for Utilities. The Declarant reserves a perpetual easement on, over and under the easements and Common Property shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utilities placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by Declarant are and shall remain private easements and the sole and exclusive property of the Declarant.

Section 7.2: Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. Declarant may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

Section 7.3: Maintenance Easement. The Declarant reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 7.4: Declarant Rights Regarding Temporary Structures, Etc. Declarant reserves the right to erect and maintain temporary dwellings, model houses, and/or other structures upon Lots owned by Declarant and to erect and maintain such commercial and display signs as Declarant, in its sole discretion, deems advisable.

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Declarant reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these covenants shall be construed to restrict the foregoing rights of the Declarant.

Section 7.5: Further Restrictions. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-ways on any Lot in the subdivision owned by Declarant and on the Common Property. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Property.

Section 7.6: Release of Restrictions, Easements. If a home is erected, or the construction of the home is substantially advanced, in a manner that violates the restrictions contained in these covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Declarant shall have the right to release the Lot from the restriction it violated. Declarant shall also have the right to grant an easement to permit encroachment by the home over the Lot line, or on the Common Property, or the easement area, so long as Declarant, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision.

ARTICLE VIII
Architectural Control

Section 8.1: No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall

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have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX
Maintenance of Homes and Lots

Section 9.1: Maintenance of Homes and Lots.

(a) All Lots, homes and improvements on the Lots shall be maintained by the Owner, except as provided in this Section, in a neat and attractive condition. All landscaping on Common Property will be maintained by the Association.

The Association may, after ten (10) days written notice to any Owner who has failed to maintain his Lot, enter upon any Lot for the purpose of mowing, pruning, or removing unsightly growth and trash which in the opinion of the Association detracts from the overall beauty and safety of the subdivision.

Entrance upon a Lot for the purpose of maintenance of the Lot shall be made between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. The Association shall charge the Owner(s) the reasonable cost of such services, which charge shall constitute a lien upon the Lots enforceable as provided in Article IV of these covenants. The provisions of this Section shall not be construed as an obligation on the part of the Association to maintain the Lot or home.

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(b) In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by the Declarant within a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

ARTICLE X
General Covenants and Restrictions

Section 10.1: The laws and ordinances of the State of Florida and Brevard County, as well as the rules and regulations of their administrative agencies, now or hereafter in effect, are hereby incorporated herein and made a part hereof.

Section 10.2: Each dwelling unit or other permitted use shall have access to a public street, either directly or indirectly via an approach, private road, pedestrian way, court or other area dedicated to public or private use or common easement guaranteeing access. Permitted uses are not required to front on a public dedicated road. County officials, officials of the Declarant or the Board of Directors, or utility companies as authorized by the Board of Directors, shall be allowed access on privately owned roads, easements and common open space to insure police and fire protection of the area, to meet emergency needs, to conduct services as are their responsibility, and to generally insure the health and safety of the residents of the property within the association.

Section 10.3: The minimum construction requirements for streets or roads, sidewalks, sewer facilities, utility and drainage,

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shall be in compliance with the requirements of Brevard County.

Section 10.4: All trees of four inches in diameter or larger shall be preserved unless they exist within a proposed public or private easement or drainage facility, proposed structural dimensions, within five (5) feet of a structure, proposed driveways or other active recreational area.

Section 10.5: No signs of any kind, other than typical residential "For Sale" signs on a temporary basis, shall be exhibited in any way on or above the described properties, including any and all signs to be painted on any side or face of a structure without written approval of the Board of Directors or its duly authorized agent. The Board of Directors or its agent reserves the right to issue permits for the erection of certain signs on a temporary basis which would vary from the usual norm of other signs. All permits will be issued to Owners only.

Section 10.6: No husbandry shall be conducted or maintained on said premises provided however, that house pets only shall be excluded from this restriction.

Section 10.7: No fence or hedge shall be erected or maintained on the property as described herein which shall unreasonably restrict or block the view of an adjoining lot, or which shall materially impair the continuity of the property. For this purpose, a hedge or fence shall be maintained at no greater height than six (6) feet and no wall or fence shall be erected or placed within the front setback lines of any lot, unless said wall or fence shall be ornamental and a desirable feature and shall not in any manner impair the general scheme of said properties. The Board of Directors or its agent, in its discretion, may approve minor projections above the restricted height for architectural features. No wall or fence of any kind, whatsoever, shall be constructed on any Lot until after the height, type,

design and location thereof shall have been approved in writing by the Architectural Committee or the Board of Directors.

Section 10.8: No house trailers or mobile homes shall be parked on any of said lots. No lot shall be used as a junk yard or an auto graveyard. No trucks, mobile homes, travel trailers, motor homes, or house trailers of any kind shall be permitted to park in the subdivision for a period of more than four (4) hours unless the same is present in the actual, active and continuous construction or repair of buildings. Trailers and trucks shall not be used for living purposes. No other vehicle shall be used for living purposes. No trucks, mobile homes, motor homes, travel trailers or house trailers shall be parked overnight on any Lot or within the Common Areas.

Section 10.9: No structure shall be constructed, dug or erected in any of the greenways, canals, lakes or other connecting bodies of water except as approved by the Board of Directors or its agent.

Section 10.10: No Lot set forth in the recorded plat or subsequent recorded plats of property within the Association can be divided or resubdivided without the specific written authorization and approval of the Board of Directors or its agent. In no event shall a Lot be resubdivided so as to create a violation of any of the restrictions herein established or ordinances and regulations of Brevard County, Florida.

Section 10.11: No parking is permitted in the travel section of any roadway or street.

Section 10.12: In the event any construction period of any sort is abandoned and remains so for a period of six (6) months, the Board of Directors may take possession of the site and complete the construction accordingly. In such event, the Board of Directors may then sell the building and recover its

cost for completion of the project. The Board of Directors also reserves the right to take possession of such uncompleted construction and destroy the work, landscaping of the area and selling the property in order to recover its costs.

Section 10.13: No residential dwelling can be used for commercial purposes.

Section 10.14: Trailers, boats, campers or other similar equipment may not be stored in the Common Area or residential area of said property, except in enclosed garages or enclosed areas which completely screen or blind the equipment from Common Areas, recreational areas, streets or adjacent residences.

ARTICLE XI **Annexation**

Section 11.1: Annexation of Land: Additional land within the area described in Exhibit "B" attached hereto and by reference made a part hereof may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that said lands are located within the subdivision plat for Cedar Run of Melbourne, which plat is recorded in Plat Book _____ at Page _____ of the Public Records of Brevard County, Florida, which subdivision plan is in accordance with the general plan approved by FHA and VA.

ARTICLE XII **General Provisions**

Section 12.1: Duration and Amendment: These covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded

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written instrument executed in conformance with the requirements as described below. These covenants may be modified or terminated by a duly recorded written instrument executed by the President and Secretary of the Association upon an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. No amendment shall effect the right or lien of any institutional mortgagee, without such mortgagee's express consent. The Declarant specifically reserves the absolute and unconditional rights so long as he owns any lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything in these covenants to the contrary, the provisions of these covenants affecting the rights or duties of the Declarant shall not be amended or terminated at any time without the consent in writing of the Declarant.

Section 12.2. Notices. Any notice required to be sent to any person pursuant to any provisions of these covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence or to such other addresses as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 12.3. Severability. Whenever possible, each provision of these covenants shall be interpreted in the manner that is effective and valid. If any provisions of these covenants is prohibited or held invalid, the prohibition or invalidity shall

not effect any other provisions which can be given effect. To this end, the provisions of these covenants are declared to be severable.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Robin L. Lyford

CEDAR RUN OF MELBOURNE, CORP.

By: [Signature]
President

Attest: Margaret E. Olsen
Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 8th day of August, 1983, before me personally appeared Stanley Markofsky and Margaret E. Olsen, President and Secretary respectively of CEDAR RUN OF MELBOURNE, CORP., to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.

Robin L. Lyford
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires 12/31/83

STORMS, KRASSY,
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EXHIBIT "A"

From the Northwest corner of Section 5, Township 27 South, Range 37 East, Brevard County, Florida, run S 00°28'04" E along the West line thereof, 1579.00 feet; thence S 89°49'19"E parallel to the North line of Section 5, 50.00 feet to the Point of Beginning; thence continue S 89°49'19"E, 2056.25 feet to the West right-of-way of the F.E.C. Railroad; thence S 22°10'55"E, 573.05 feet; thence N 89°49'19" W, 2268.28 feet to the East right-of-way of Croton Road; thence N 00° 28'04" W, 530.00 feet to the Point of Beginning, containing 26.307 acres, more or less.

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