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PROPERTY OF
HOACEDARRUN.COM

PREPARED BY & RETURN TO:
Hubert C. Normile, Jr., Esq.
482 N. Harbor City Boulevard
Melbourne, Florida 32935

**RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on the date hereinafter set forth by CEDAR RUN OF MELBOURNE, CORP., a Florida corporation, and T & C DEVELOPERS, a Florida General Partnership, collectively 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 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.

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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 29 at Page 98, 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 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:

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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. 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, 1990.

ARTICLE IV Assessments

Section 4.1: General Purpose. The annual assessment levied by the Association shall be used exclusively for enabling the Association:

(a) To promote the recreation, health, safety and welfare of the residents of the properties and for the improvement and maintenance of the common area, if applicable;

(b) To provide for exterior maintenance as provided for in Article X hereof;

(c) To provide for all expenses of operating the Association including, without limitation, management fees, legal and accounting fees, payroll and general office operating expenses, and to pay any and all other things necessary or desirable in the judgment of the Board of Directors;

(d) To repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and

(e) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds, invested or uninvested, and may reserve such portion of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by an affirmative vote of each class of

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members. 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 Twenty-Eight and 50/100ths Dollars (\$28.50) 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

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(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 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.

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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.

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, police 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 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 not be a waiver of the right to enforce

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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: 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 7.2: 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. 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 7.3: Easements for Encroachments. Declarant hereby subjects each lot to an easement for encroachments created by construction, settling and overhangs of the living units and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event any living unit is partially or totally destroyed and then rebuilt, the owners of the lots so affected covenant and agree that the minor encroach-

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ments on parts of the adjacent lots due to construction and reconstruction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

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 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 sixty (60) 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.

(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 sightly condition within sixty (60) days of such damage or destruction.

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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, 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

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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 "A" 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 29 at Page 98 of the Public Records of Brevard County, Florida, which subdivision plan is in accordance with the general plan approved by FHA and VA.

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ARTICLE XII
FHA/VA APPROVAL

Section 12.1: FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties; Dedication of Common Area; and Amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1: 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 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.

Section 13.2. 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 13.3. 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 Declarants herein, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

CEDAR RUN OF MELBOURNE CORP.
a Florida corporation

Glenda Sanford

By: Stanley Markofsky, President

[Signature]

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T & C DEVELOPERS, a Florida
General Partnership
By: CEDAR RUN OF MELBOURNE,
CORP., a Florida corporation,
General Partner

Glenda Sanford

By: Stanley Markofsky, President

John Pagan

T & C DEVELOPERS, a Florida
General Partnership
By: HY-MARK DEVELOPERS, INC.,
a Florida corporation, General
Partner

Glenda Sanford

By: Mark Ackerman, President

John Pagan

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 23rd day of March, 1984,
before me personally appeared STANLEY MARKOFSKY as President
of CEDAR RUN OF MELBOURNE, CORP., a Florida corporation, to
me known to be the person who signed the foregoing instrument
as such officer and severally acknowledged the execution thereof
to be his their free act and deed as such officer for the uses
and purposes therein mentioned, and that he 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.

Glenda Sanford
Notary Public

My Commission Expires:
4-26-85

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 23rd day of March, 1984,
before me personally appeared STANLEY MARKOFSKY, President of
CEDAR RUN OF MELBOURNE, CORP., a Florida corporation, General
Partner of T & C DEVELOPERS, a Florida General Partneship, to
me known to be the person who signed the foregoing instrument
as such officer and severally acknowledged the execution thereof
to be his free act and deed as such officer for the uses and
purposes therein mentioned, and that he affixed thereto the
official seal of said corporation, and that the said instrument
is the act and deed of said corporation.

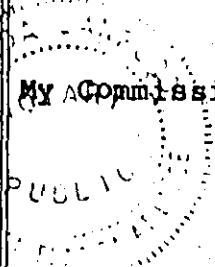
WITNESS my signature and official seal on the day and year
last aforesaid.

Glenda Sanford
Notary Public

My Commission Expires:
4-26-85

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STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 23rd day of March, 1984, before me personally appeared MARK ACKERMAN, President of HY-MARK DEVELOPERS, INC., a Florida corporation, General Partner of T & C DEVELOPERS, a Florida General Partnership, to me known to be the person who signed the foregoing instrument as such officer and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he 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.

Glenda Sanford
Notary Public

My Commission Expires:

APRIL 4-26-85

PUBLIC

STORMS, KRASNY,
NORMIE, DETTMER,
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ATTORNEYS AT LAW
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HOA
CEDAR RUN

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EXHIBIT "A"

From the Northwest corner of Section 5, Township 27 South, Range 37 East, Brevard County, Florida, run South 00 degrees, 28 minutes, 04 seconds East along the West line thereof, 1579.00 feet; thence South 89 degrees, 49 minutes, 19 seconds East parallel to the North line of Section 5, 50.00 feet to the Point of Beginning; thence continue South 89 degrees, 49 minutes, 19 seconds East, 2056.25 feet to the West right of way of the F.E.C. Railroad; thence South 22 degrees, 10 minutes, 55 seconds East, 573.05 feet; thence North 89 degrees, 49 minutes, 19 seconds West, 2268.28 feet to the East right of way of Croton Road; thence North 00 degrees, 28 minutes, 04 seconds West, 530.00 feet to the Point of Beginning, containing 28.307 acres, more or less.

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**PROPERTY OF
HOACEDARRUN.COM**

EXHIBIT "B"

Tracts A & B, CEDAR RUN, according to the plat thereof,
as recorded in Plat Book 29, Page 98 of the Public Records
of Brevard County, Florida.

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& GILLIN, P. A.
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