

This Instrument Prepared by and Return to:
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JEFFREY R SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
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**CERTIFICATE OF AMENDMENTS
TO
DECLARATION OF RESTRICTIONS ON REAL ESTATE
OF
TRILLIUM SUBDIVISION**

THE UNDERSIGNED, being the President and Secretary of Trillium Homeowners' Association, Inc., a Florida not for profit corporation, hereby certify that at a duly called special meeting of all of the lot owners of Trillium Subdivision, held on the 29th day of March, 2022, in accordance with the requirements of Florida law, and of the Declaration of Restrictions on Real Estate of Trillium Subdivision, as originally recorded in Official Record Book 1762, Beginning at Page 1915, Public Records of Indian River County, Florida, not less than seventy-five (75%) of the total votes cast by the members of the Association were cast in favor of amending the Declaration of Restrictions on Real Estate as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Restrictions on Real Estate, shall be amended as follows:

I. Article VI, Section 1 shall be amended and read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Lot owned with the Properties hereby covenants, and as Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay the Association: (a) an initial assessment of \$1,500.00 or such other amount as may be determined by the Board of Directors from time to time; (b) annual assessments or charges, and (c) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity who was the Owner of such property at the time when the assessment became due and payable. An Owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that became due up until the time of transfer of title. The Association, in addition to the other remedies under this Article, shall have the right to record a Claim of Lien against a Lot Owner for delinquent assessments, charges, special assessments and work performed by the Association and it shall be a lien and obligation of the Owner and shall be enforced in accordance with this Article.

II. Article VI, Section 4 shall be amended and read as follows:

Section 4. Initial Assessment. The Initial Assessment for the Association shall be Fifteen Hundred Dollars (\$1,500.00) per Lot or Unit or such other amount as may be determined by the Board of Directors from time to time. Five Hundred Dollars (\$500.00) of the Initial Assessment shall be added to the Long Term Capital Account. One Thousand Dollars (\$1,000.00) shall be payable directly to the working capital of the Association. The Initial Assessment for each Lot or Unit shall be due and payable upon the closing of each sale of a Lot or Unit and shall be paid by such purchaser.

III. Article X, Section 9 shall be amended and read as follows:

Section 9. Fence Wall; Hedges.

A. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot, that is in front of or within 40' of the front building line of the dwelling.

B. Fences are prohibited behind dwellings on lake front Lots. Any such fences existing as of the date of the recording this amendment, shall not have to be removed. If more than one-half of such a fence is damaged or destroyed, it cannot be repaired or replaced, and any remaining undamaged portion must be removed.

C. Fences located behind non-lake front Lots may not be wider than the dwelling on the Lot. Any fences existing as of the date of the recording this amendment that are wider than the dwelling, shall not have to be removed. If more than one-half of such a fence is damaged or destroyed, it cannot be repaired or replaced, and any remaining undamaged portion must be removed.

D. Any fence or wall must, in the sole discretion of the ARB, be completely and aesthetically acceptable in design, materials and construction. No chain link, split rail or stockade fences shall be permitted. The ARB encourages the use of white PVC or white aluminum fencing. The ARB shall determine the maximum height of any fence, wall or hedge, but in no event shall a fence or fence/wall or hedge exceed a height of six (6) feet, measured from finished grade, except when located on a berm, the berm height shall be taken into account by the ARB. Exposed block, simulated brick or simulated stone are prohibited on those portions of a fence/wall which are of masonry construction.

E. No fence or walls shall be constructed perpendicular or adjacent to the fence or wall on any adjoining Lot which is not the exact same height as the fence located on said adjoining Lot. The intent of this requirement is to preserve a uniform appearance and height to avoid an irregular or unsightly character on different properties which do not match in height, particularly where the fences intersect.

F. No hedges shall be permitted to grow in excess of six (6) feet in height, except hedges located on the exterior boundaries portions of the subdivision which do not adjoin any other Lot within the subdivision. All hedges shall be neatly trimmed and kept in a manicured appearance at all times. Hedges located in front on the front building line of a dwelling shall not

exceed three (3) feet in height. No frontage hedge (being defined as a hedge running parallel with a front Lot line which is located anywhere in front of the front building line of the dwelling) shall be permitted without the express written approval of the ARB, and said approval shall be granted only if the hedge does not exceed three (3) feet in height and is planted a minimum of ten (10) feet from the road edge. All frontage hedges, if approved, must be low or be of an open design not to block the view of a house and landscaping.

G. Owners of Lots are hereby put on notice that the use of hedges located in front of the front building line which restrict an open view are disfavored and shall be closely scrutinized. Fences are not permitted in front of the building line.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to Declaration of Restrictions on Real Estate for Trillium Subdivision, this 18 day of May, 2022.

TRILLIUM HOMEOWNERS' ASSOCIATION,
INC.

By: John Moyer

President

Print Name: John Moyer

(CORPORATE SEAL)

ATTEST:

By: Patricia Faubel

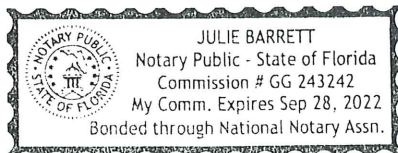
Secretary

Print Name: Patricia Faubel

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that before me, a Notary Public, personally appeared in physical presence, John Moyer and Patricia Faubel, respectively the President and Secretary of Trillium Homeowners' Association, Inc., who have produced _____ as identification or who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 18th day of May, 2022.



Julie Barrett
Notary Public, State of Florida (Affix Seal)