

**CERTIFICATE OF AMENDMENTS
TO THE
TRILLIUM SUBDIVISION
DECLARATION OF RESTRICTIONS ON REAL ESTATE**

WITNESSETH

WHEREAS, Article XII of the Trillium Subdivision Declaration of Restrictions on Real Estate permits the amending of the Declaration of Restrictions on Real Estate by a favorable vote of seventy-five (75%) of the total vote of Class A and Class B members of the Association present at any regular or any special meeting called for that purpose; and

WHEREAS, a duly noticed Annual Members' Meeting was held on March 28, 2017, at which a quorum was present, to consider amendments to the Trillium Subdivision Declaration of Restrictions on Real Estate;

WHEREAS, not less than seventy-five percent (75%) of the total votes of Class A and Class B members of the Association present at the Annual Members' Meeting held on March 28, 2017 were cast in favor of the following amendments.

NOW THEREFORE, pursuant to Article XII, the Trillium Subdivision Declaration of Restrictions on Real Estate are hereby amended as follows:

I. **ARTICLE VI, Sections 2, 3, 4 and 11** are amended to read as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of the Association and for promoting the health, safety, (including security provisions) and welfare of the residents of the Properties, including specifically, but not by way of limitation, participation in and

support of the Association, administrative costs of the Association, and after the Certificate of Occupancy is issued for living units' lawn maintenance costs. The assessment for each Lot by the Association shall be based upon a fraction with the numerator being one (1) and the denominator being the number of lots in existence. If a subsequent phase is added to this Declaration, consequently bringing new lots into existence during any calendar year after the budget and assessment has been established for each lot for that year, the assessment levied for the lots in the subsequent phase shall be the same as the assessment for the lots previously in existence; provided, however, no assessment shall be levied against any lot in a subsequent phase until the first day of the month following the conveyance of each lot to a purchaser other than the Developer. At the time that the budget is re-established for the subsequent year, then all assessments will be readjusted based on the subsequent budget approved by the Association. If at the end of the calendar year there is a surplus of funds remaining in the Association, this surplus of funds shall be allocated to the Long Term Capital Account of the Association

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management system, including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Annual Assessments. The amount of the annual assessment shall be in such amounts as adopted or amended from time to time by the Board of Directors, payable quarterly in advance until the amount of the assessments is changed by action of said Board of Directors. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. At the discretion of the Board of

Directors, the budget may include a capital contribution establishing a Long Term Capital Account in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year.

The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The annual assessment shall commence against each Lot on the first day of the month following the date on which the record title to the lot is transferred to a purchaser other than the Developer.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making or repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Developer has an option unilaterally to subject additional property to this Declaration, the following shall apply: unless assessments have commenced, pursuant to this Section, on all Lots subject to this Declaration as of the first day of any fiscal year, the Developer shall be obligated for the difference between the amount of assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by “in kind” contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts for “in kind” contribution of services or materials or a combination of services and materials with Developer or other entities for the payment of some portion of the common expenses.

Section 4. Initial Assessment. The Initial Assessment for the Association shall be Eight Hundred Dollars (\$800.00) per Lot or Unit or such other amount as may be determined by the Board of Directors from time to time. Three Hundred Dollars (\$300.00) of the Initial Assessment shall be added to the Long Term Capital Account. Five Hundred Dollars (\$500.00) 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. If any adjustments are made to the Initial Assessment required for transactions, the Initial Assessment shall be allocated to the Long Term Capital Account in the same proportion as outlined above.

Section 11. Lot and Exterior Maintenance. In the event an owner of any lot or unit in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors after approval of a two-thirds vote of the Board of Directors and the giving of written notice specified below, the Association shall have the right, through its agents or employees to enter upon said lot and to repair, clean, maintain and restore the lot and the exterior of the buildings, structures, fence/walls or other improvements erected thereon. The above right of entry shall include the right to remove unauthorized items from the lots. Without limiting the generality of the foregoing provision, the duty to maintain the improvements on the lot shall specifically include adequate painting or other maintenance of all exterior materials and surfaces, the keeping of all exterior surfaces free of cracks, chips, rust, mildew, splitting, rotting or stain, and the maintenance of the other items that are unsightly or which detract from the general appearance of the improvements. The ARB, in its own discretion, shall determine what steps are necessary to repair, restore or replace defective conditions.

The notice required to be given pursuant to this provision shall be given in writing and shall be mailed to the owner at the property address, unless the owner has informed the Board in writing that notice should be given to a different address. In all matters, the notice period required shall be thirty (30) days.

The cost of any exterior maintenance falling under this provision, shall be added to and become a part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date the assessment is made, including any legal and administrative costs incurred by the Association.

Landscape maintenance of the common areas and lots is the responsibility of the Association and shall specifically include the following: mowing, edging, trimming and cutting back of shrubs and trees, pruning palms, weeding, cleaning up landscape debris, mulching, applying fertilizer and pesticide, and irrigation. With respect to landscaping provided by the Developer or the Association, the Association will replace dead or diseased landscape, sod, palms, trees, shrubs and other plantings with material suitable for use in the planting location as referenced with the United States Department of Agriculture (USDA) Plant Hardiness Zone Map. The Board of Directors, in considering recommendations from the ARB, may substitute alternative landscaping that will complement the plantings already in place.

It is the responsibility of the Lot Owner to replace all dead or diseased landscape material including palms, trees, shrubs, annual and perennial plants, and any other type of plantings, that the current Lot Owner or predecessor in title added on their Lot and the common areas adjacent to their lot and to keep the Lot free from trash, debris and the like. In regard to plantings added by the current or a previous owner in title, if the Owner chooses or is required by the Association to replace any dead or diseased palms, trees, shrubs or other plantings with a different species, a request must be submitted to the ARB for approval.

If a Lot Owner intends to add new landscape beds or new plantings of palms, trees or shrubs of a different species, or intends to make extensive changes to existing landscaping, including: removing or replacing palms, trees, groupings of seven (7) or more shrubs, or removing or changing out the plants of an entire landscape bed for

purposes of altering design aesthetics, approval must be obtained by submitting a comprehensive plan to the ARB for approval.

Trees and palms planted by the Lot Owner that require any extensive pruning or root service required to prevent or correct for damage to a house and its structures (including: screen enclosure, pool, driveway, walkway, mailbox, irrigation, sewer, electrical, telephone/cable utility service components or connections) is the sole responsibility of the Lot Owner.

II. **ARTICLE IX, ARCHITECTURAL CONTROL Section 1 deleted, Section 4** amended as follows:

Section 4. Composition of ARB. It is recognized that the Association shall have an ARB to review plans in accordance with architectural criteria and standards of the Declaration of Restrictions on Real Estate for Trillium Subdivision. The ARB shall be appointed by the Board of Directors and shall consist of a Board Chairperson and no more than five (5) committee members who shall be appointed by the Board to serve for a one (1) year term.

III. **ARTICLE X, Sections 2, 4.B, 7, 12, 17, 26, 30.A, 30.B.5** are amended as follows:

Section 2. Roofs. Without specific ARB approval, no flat, or built up roofs shall be permitted. No mansard roofs shall be permitted. All other roofs shall be composed of dimensional asphalt shingles of a color consistent with the original roof color and approved by the ARB.

Section 4. Exterior Materials.

B. Windows.

The use of hurricane window protection (shutters, panels, etc.) shall be limited to the time that a hurricane watch and/or warning is in effect from Palm Beach County to Brevard County through a period of time ten (10) days following the expiration of the hurricane watch and/or warning or ten (10) days after an actual hurricane has affected Vero Beach. Use of hurricane window protection shall be defined as full or partial covering of the glass portion of any windows or doors with a material or product designed or used for the purpose of protecting the windows or doors from damage. Hurricane shutters in an open, and secured, position shall not be considered in “use”.

Hurricane window protection shall be limited to the following types of products: working shutters designed to be closed and secured in the event of a hurricane. Panels, corrugated or flat, made of approved material, designed to be attached to the structure using preinstalled threaded rods, or tracks. Roll down or accordion type products. Only professionally manufactured products are approved for hurricane window protection.

The portion of the hurricane window protection system that is permanently mounted to the structure must be of the same color as the portion of the structure it is attached to, or white. The portion of the hurricane window protection system designed to be used only during the “full use” period shall be an appropriate color, or lack of color, based on the design and material of the product. This shall be determined by the Board of Directors.

The ARB shall have the authority to give approval to additional types of hurricane window protection products.

Section 7. Signs. With the exception of home protection signs no larger than 12 inches by 12 inches, no sign shall be displayed to public view on any Lot or in the window of any Unit.

Section 12. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in suitable trash containers. All containers shall be kept out of sight from the street and adjoining lots and stored in garage, except during pick-up when they are required to be placed at the curb. Trash and recycling containers shall not be put out prior to 5:00 p.m. the day before pickup and shall be returned to garage no later than 11:59 p.m. on the day of pickup. There shall be no burning of trash or any other waste materials. The Association shall have the right to employ or contract with a refuse collection service and, in such case, each Lot Owner shall use that service to the exclusion of any other.

Section 17. Vehicles and Repair. No inoperative cars, motorcycles, boats, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no maintenance or repair (excluding routine washing and waxing) performed on any motor vehicle on or adjacent to any Lot. No vehicles of any type shall be parked on any grass area within Trillium Subdivision so as not to cause any damage to sod or irrigation lines.

If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owners does not remove a prohibited or improperly parked vehicle

from the Property, the Association shall have the power and right to have the vehicle towed away at the vehicle owner's expense.

Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 17 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and Bylaws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 17.

Each garage must be kept free of materials and debris so that it may be used at all times to park vehicles and so an unsightly condition is not visible when garage doors are open. No garage may be converted to additional living space except pursuant to plans approved by the ARB, which plans must provide for new garage space. The following modes of transportation (as specified on the DMV registration or VIN number) shall be required to be maintained in the Owner's garage from 10 p.m. to 6 a.m.: pickup trucks, commercial vans, motorcycles, boats, trailers, vehicles with open cargo beds and any vehicle which has any type of commercial sign or lettering on its exterior body. All other automobiles and sport utility vehicles are permitted to be maintained on the lot, but not necessarily in the owner's garage. Overnight parking on the street is prohibited. Recreational vehicles and boats are not to be stored on the lots except (i) in the Owner's garage or (ii) for a four-hour period for loading and unloading, which if violated by Owner would subject Owner to lose privilege of loading and unloading at the sole discretion of Board of Directors or (iii) for the purposes of loading and unloading a motor vehicle, said vehicle shall not extend beyond one's driveway and cannot be left in the

driveway for more than twenty-four (24) hours. Moving containers such as a POD must be kept on the paved driveway and shall only be permitted for purposes of loading and/or unloading for a period not to exceed seven (7) consecutive days.

Guest vehicles, regardless of classification, shall be allowed to park in Owner's driveway provided that approval from the Property Manager is obtained. All guest vehicles must fit in the Owner's driveway without protruding into the street.

Section 26. Review Fees. When an Owner submits plans to the ARB for preliminary review or final approval, the submission shall include the "Review Fees" as determined and set from time to time by the Board of Directors. The Review Fee schedule is set forth in the Trillium Subdivision Architectural Guidelines.

Section 30. Occupancy and Sale.

- A. All leases of lots must be in writing and be for a term of six (6) months.
1. No lot owner may dispose of a lot or any interest in a lot by lease without approval of the Association.
 2. A lot owner intending to make a bona fide lease of their lot or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board of Directors may reasonably require, a transfer fee in an amount to be determined by said Board of Directors, and an executed copy of the proposed lease.

3. Within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed lease. If approved, the approval will be stated in a certificate executed on behalf of the Association.
 4. If the Association shall disapprove a lease, the lot owner shall be advised of the disapproval in writing, and the lease shall not be made.
 5. If the above required notice to the Association is not given, then at any time after receiving knowledge of a lease of a lot, the Board of Directors at its election and without notice may approve or disapprove the lease. If said Board disapproves the lease, it will proceed as if it had received the required notice on the date of such disapproval.
- B.** Each lease shall contain, or shall be deemed to contain the following:
1. The lease shall designate the parties who are entitled to occupy the premises, and shall state that no other parties are permitted to occupy the premises.
 2. The number of parties unrelated by blood, marriage or adoption occupying the premises shall not be greater than the number of bedrooms in the leased premises.
 3. There shall be no sub-letting of any premises for which a lease has been entered into by the Owner.

4. The lease shall provide that continued violation of any of the provisions of the Notice of Restrictions shall constitute cause for termination of the lease and eviction of the tenants.
5. A criminal background check will be required for all potential renters, and anyone else 18 years of age and older, who are listed on the lease as residents or who subsequently reside in the leased premises. The background check will be requested by the Association's management company through a local law enforcement agency. All costs will be the responsibility of the homeowner. A lease application may be denied based on the result of a felony conviction history. Failure to provide information needed to run the check or providing false information will result in the denial of the application.

IV. **ARTICLE XII GENERAL PROVISIONS, Section 2** is amended as follows:

Section 2. Amendments. This Declaration of Restrictions on Real Estate of Trillium Subdivision may be amended, altered or rescinded only by a seventy-five percent (75%) vote of the total votes cast by the members at an Annual Members' Meeting or a Special Members' Meeting called for that purpose. Further, for an amendment to be effective, a Certificate certifying that a Resolution approving the amendment, attached to the Certificate, shall be executed by the President and Secretary of the Association and shall be recorded in the Public Records of Indian River County, Florida. No amendment or termination shall require the consent or joinder by any mortgagee or lienholder holding a lien upon all or any portion of any lot.

IN WITNESS WHEREOF, TRILLIUM HOMEOWNERS' ASSOCIATION,
INC., by and through its authorized representatives, have hereunto set their hands and
seal this 18th day of May, 2017.

WITNESSES:

Karen Dixon
Signature

Karen Dixon
Print

Sheila R. Jensen
Signature

Sheila R. Jensen
Print

**TRILLIUM HOMEOWNERS'
ASSOCIATION, INC.**

By: Michael DeGeorge
Michael DeGeorge, President

ATTEST:

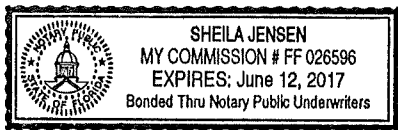
Jeanette Genovese
Jeanette Genovese, Secretary

(Seal)

STATE OF FLORIDA)
) ss.
COUNTY OF Indian River)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Michael DeGeorge, the President of **TRILLIUM HOMEOWNERS' ASSOCIATION, INC.**, and Jeanette Genovese, Secretary 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, 2017.



Sheila R. Jensen
Name: Sheila R. Jensen
Notary Public, State of Florida
(affix seal)