

RECEIVED 2012

2190688  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2553 PG:657, Page 1 of 24  
02/06/2012 at 04:23 PM,

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

JEFFREY K BARTON, CLERK OF  
COURT

**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 Special Members' Meeting was held on January 17, 2012, 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 Special Members' Meeting held on January 17, 2012 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 I, Section C.7., H., and O.** are amended to read as follows:

**C. "Common Area and Improvements"....**

7. Clubhouse, clubhouse parking lot, and pool.

**H. "Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article V, Section 1 hereof.

O. "ARB" refers to the Architectural Review Board established in Article IX.

II. Article IV, Section 1.A. has been deleted and Sections 1 and 1.B. are amended as follows:

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the common area and streets that shall be appurtenant to and shall pass with the title to every Lot or Unit subject to the following provisions:

B. The right of the Association to dedicate or transfer all or any of the common properties 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 any instrument signed by two-thirds (2/3) of voting members agreeing to such dedication or transfer has been recorded.

III. Article V, Sections 2 and 3 have been deleted and Section 4 has been renumbered as follows:

**Section 2. Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

IV. **Article VI, Sections 1, 3, 4, 6 and 11** have been amended 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 \$800.00 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.

**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 reserve fund 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.

**Section 4. Initial and Subsequent 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) shall be payable directly into the reserve 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 the sale of a Lot or Unit from Developer to any other party, and shall be paid by such purchaser. Additionally, at the closing of any subsequent sale of a Lot or Unit after the conveyance by the Developer, an assessment as set forth in this paragraph shall be required to be paid as a result of the sale. The subsequent capital assessment required for transactions after the Developer has conveyed the Lot Unit shall be allocated to the reserve fund of the Association if one has been established by its Board of Directors in the same proportion as outlined for the initial assessment set forth in this paragraph.

**Section 6. Special Assessments.** In addition to the annual assessments 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 or reconstruction, unexpected repair or replacement or a described capital improvement upon the common properties, including the necessary fixture and personal property related thereto, or for the purpose of defraying any non-budget expense including, but not limited to, expenses incurred in enforcing the terms of this Declaration. Any such assessment shall have been approved by a majority of the Board members who are voting in person or by proxy at a Board meeting duly called for this purpose. Special assessments may also be levied as provided for in Articles IX and X.

A special assessment may be made against any Lot or Unit for purposes of collection of any monies due to the Association by such lot owner or unit owner arising under any provision in this Declaration, including, but not limited to, fines and enforcement of the covenants.

The due date of any special assessment specified herein shall be fixed in the Board resolution authorizing such assessment.

Repainting of the Townhomes and Villas when deemed necessary by the Board shall be paid for by a special assessment in an amount to be determined by the Board of Directors which amount shall be levied against the affected members only.

**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.

Landscape maintenance of the common areas and lots is the responsibility of the Association and shall specifically include the following: mowing, edging, trimming of shrubs and trees, weeding, mulching and irrigation. With respect to landscaping

provided by the Developer or the Association, the Association will replace dead or declining landscape, sod, trees and other plantings with landscaping which is deemed to be hardy and tolerant of lower than regionally anticipated temperatures. The Board of Directors may substitute alternative landscaping that will compliment the landscaping already in place.

It is the responsibility of the Lot Owner to replace all dead or declining landscape, trees and other plantings, that the current Lot Owner or predecessor in title added and to keep the Lot free from trash, debris and the like. If the Owner chooses to replace any dead or diseased sod, trees, shrubs or plantings with a different species, a request must be submitted to the ARB for approval.

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 said assessment is made or as determined by the Board of Directors, including any legal and administrative costs incurred by the Association.

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.

V. **Article VII, Section 2** has been amended to read as follows:

**Section 2. Maintenance: Assessments.** Unless at a future time, as provided by this Declaration, the maintenance of the streets is assumed by a governmental entity, the Association shall maintain the streets within the Properties and assess the cost to all

members of the Association. A portion of the estimated maintenance cost shall be included in the Association's annual budget and assessed to each Lot or Unit. The Board of Directors shall have the right to adopt a special assessment to defray the cost of any extraordinary repairs. The procedure for the adoption and collection of regular and special assessments for road improvements shall be set forth in Article VI. Notwithstanding the foregoing sentence, the Board, if it finds that an emergency road repair is needed the lack of which would pose an imminent danger to the health, safety or welfare of the community, may take such curative action as may be necessary and assess the cost thereof as a special assessment without the necessity of a prior formal meeting of the Board.

VI. **Article IX, Sections 1, 4, 5, 6C, 7, 7.C., 7.D., 7.E., and 7.F.** are amended as follows:

**Section 1. Developer Exemption.** Notwithstanding the following Sections under Article IX entitled Architectural Control, the Developer and its successor Developer shall be exempt from the requirements set forth in Article IX. The Developer or successor Developer shall not be required to comply with procedures set forth in this Article. This exemption applying to the Developer or successor Developer shall extend until the Developer transfer the last lot in this subdivision or subsequent phases which are submitted to the Declaration of Restrictions.

**Section 4. Composition of ARB.** The original composition of the ARB shall consist of three (3) persons designated by the Developer, which may include an architect selected by the Developer. The ARB shall be composed of the Developer and/or its appointees until the completion and sale of improvements upon the last Lot by



Developer in the Subdivision or subsequent phases submitted to the Declaration of Restrictions, unless the Developer at its discretion shall elect at an earlier time to assign the right to select the ARB to the Association.

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.

**Section 5. Duties.** The ARB shall have the following duties and powers:

- E. upon direction of the Board to periodically inspect Association buildings and property.

**Section 6. Required Submittals.** At the time of each application, each of the following items shall be submitted in triplicate:

- C. Site plan showing:
  - 1. locations and dimensions of buildings, structures, fence/walls, walks, driveways, mailbox and all other proposed improvements;
  - 2. any improvements adjoining the lot via adjoining lots;
  - 3. location of street pavement, storm sewer inlets, street lights, street front trees;
  - 4. location of telephone, cable television and electric power junction boxes.

Unless otherwise specified herein or otherwise required by the ARB at time of submittal, all plans shall be of a one-quarter inch equals one foot scale (1/4"=1'0"). Site

plans shall be a sheet of and bound with the construction plans and shall be the same size as all other sheets of the construction plans. Site plans will be reviewed to determine, among other things, if a reversed plan would better serve the property based on (i) the location of garages and driveway entry points of the proposed residence to other residences, if any, on the same street; (ii) specimen trees that should, in the opinion of the ARB, be preserved; and (iii) streetlights, storm water inlets and other existing structures on the Lot under review.

**Section 7. Review Procedure.** The ARB shall either approve, disapprove or request more specific information regarding any plans or other materials submitted to it within thirty (30) days from the date of receipt of all of the submittals required above. Under no circumstances shall the thirty (30) day period begin to run until all of the items as specified in Section 6 of this Article required to be submitted has been received by the ARB. The intent of the ARB is to make all reasonable efforts to expedite the plan approval process. Therefore, applicants are encouraged to make their initial submittal packages as complete as possible, and in the case of a request for more information, to respond as quickly as possible in order to prevent delays in the approval process.

**C. Association Remedies for Non-Compliance.** Should the ARB determine that the Construction has not been completed in accordance with approved plans and specifications, the ARB shall notify the Owner in writing citing deficiencies (“Notice of Non-Compliance”) and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected. Should any Construction not be completed in a timely manner as determined by the ARB, or not be completed in

accordance with the plans and specifications approved by the ARB, the ARB shall have the right to seek specific performance of the Owner's obligation to complete the Construction as approved by the ARB, or in the alternative to enter upon the Lot and complete the construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the ARB must furnish written notice to the Owner that unless the specified deficiencies are corrected within fifteen (15) days, the ARB shall correct the deficiencies at the Owner's expense.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the ARB has the right to seek legal action to force the Owner, or any grantee of the Owner, to complete the Improvements in accordance with the approved plans and specifications. Said ("Notice of Non-Compliance") shall contain the legal description of the Lot. Once recorded, the ("Notice of Non-Compliance") shall constitute a notice to all potential purchasers from the Owner that the ARB shall have the right to enforce completion of the improvements against the Owner, or any grantee of the Owner. The cost of the work, including the labor and materials and including interest thereon at eighteen percent (18%) per annum, as well as any legal and administrative costs incurred by the Association shall be assessed against the Lot upon which the work is performed and shall be considered an encumbrance against said lot.

Once the ARB determines that the Improvements have been completed in accordance with the approved plans and specifications, the ARB shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded ("Notice of Non-Compliance"), and be executed by a majority of the members

of the ARB with the corporate seal of the Association affixed. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the Improvements as approved by the ARB have been completed, but shall not excuse the Owner from the requirement that the plans and specifications for subsequent changes, modifications or alterations to the Improvements be submitted to and approved by the ARB prior to commencement of any work.

**D. Architectural Guidelines and Rules and Regulations.** The Association, in order to give guidelines concerning architectural design, construction and maintenance of dwelling units, may promulgate additional TRILLIUM SUBDIVISION ARCHITECTURAL GUIDELINES AND RULES AND REGULATIONS (“Guidelines”) for the Subdivision. The “Guidelines”, if created, shall be maintained at the offices of the Property Manager and on the Trillium Subdivision website. If created, the Board of Directors declares that the Subdivision shall be held, transferred, sold, conveyed and occupied subject to the “Guidelines”, as amended from time to time by the Association.

**E. Storage and Removal of Construction Material.** Except the Developer, the Lot Owner may not store construction materials on a Lot for a period exceeding seven (7) days without commencing construction, and if construction does not commence, the Association may remove such stored materials. Costs incurred in such removal by the Association as well as any legal and administrative costs incurred by the Association will become a lien on said Lot, accruing interest at eighteen percent (18%) per annum. Construction, once commenced, shall be diligently pursued to completion.

**F. No Liability.** Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ARB, the Developer thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Developer, the Association, the ARB, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Developer, the Association, the ARB, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for any claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

**VII. Article X, Section 11** has been deleted in its entirety, and **Sections 1, 4.B., 6, 7, 12, 16, 17, 23, 24, 26, 27, 29 and 30** are amended to read as follows:

**Section 1. Land Use and Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family

dwelling having a minimum, air conditioned living area of 1,400 square feet, exclusive of garages, porches, patios, decks and the like.

Lofts, basement rooms or attic rooms shall not be included in calculations to determine whether the dwelling contains the minimum living area. The ARB shall have the option, in its sole discretion, to reduce the minimum required square footage on a lot-by-lot basis if it finds that because of particular site constraints or qualities attributable to a particular lot and proposed house which will otherwise produce a positive influence on the neighborhood, the particular proposed construction with the reduced minimum square footage shall eliminate a hardship peculiar to the particular lot or shall be otherwise compatible in style and design with the other construction on the properties. All dwellings must have a private enclosed garage. Said garage shall be attached to the main dwelling unless specifically otherwise approved by the ARB. No garage may be later used as living area without the construction of garages as specified above to replace the area converted to living area unless approved by the ARB. All dwellings must face to the front of the particular lot. None of the foregoing dwellings shall be more than two stories. Separate guest houses not included in the main dwelling are prohibited without express approval of 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 for Indian River County through a period of time 72 hours following the expiration of the hurricane watch and/or warning or seven (7) days after an actual hurricane has affected Vero Beach. The Board

of Directors shall have the authority to allow hurricane shutters to be “in full use” for a greater length of time as deemed necessary. 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 6. Common Improvements.** Improvements to the Common Areas described in Article I, Section 1.C. are for the benefit and well-being of the Owners and shall be retained and maintained at the direction of the Homeowners Association. The

Board of Directors of the Association may publish rules and regulations pertaining to the uses, functions and activities for said common area.

**Section 7. Signs.** No sign of any kind shall be displayed to public view on any Lot or in the window of any Unit. Notwithstanding the foregoing, Owners shall be entitled to display a sign only during an advertised Open House for the sale of a Lot or Unit or when the gates are opened for that purpose, not to exceed four hours per day.

The Board of Directors may post regulatory signs as needed for the safety and welfare of the community.

**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. 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. During the time that the Developer is constructing residences on the lots, the Developer shall have the right to stockpile materials on the lots for construction of the residences.

**Section 16. Solar Devices and Tanks.** No tanks of any type, including without limitation, oil or gas shall be maintained on any lot without ARB approval, providing, however, there shall not be permitted on any lot an above ground tank of any type.



Any solar panels or other devices for the collection of solar energy shall be placed in a manner as approved by the ARB. Any such devices shall be subject to the architectural review requirements contained in Article IX of the Declaration, and the ARB is authorized to prescribe the location, color, and design of such device. The ARB may prescribe a standard design and color, or may prescribe a design and color which will best blend with the dwelling on which the device is to be placed, or both, in its discretion.

**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 owner 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 vehicle's registration) shall be required to be maintained in the Owner's garage from 10 p.m. to 6 a.m.: pickup trucks, motorcycles, boats, trailers, 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 seventy-two (72) hours.

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 23. Mailboxes and Coach Lights.** Mailboxes must conform to a standard mailbox design to be promulgated and made available by the ARB. Initial mailboxes shall be purchased from or through Developer as part of the initial assessment. The Owner shall be responsible for maintaining any Coach lights in good working order at Owner's expense. Residents are encouraged to keep Coach lights illuminated from dusk to dawn for the safety and security of the community. Any Coach light requiring replacement must conform to the style and color of the fixture being replaced and be approved by the ARB.

**Section 24. Exterior Painting.** The Association or Developer while in control of the Association, shall have the right to require each residence, including the roof and driveway, to be cleaned and repainted periodically, if in the opinion of the Association or Developer the cleaning or repainting is necessary. If the Association or Developer determines that repainting is necessary, the Owner shall have the right to change the color of the exterior, provided the color is approved by the ARB and any additional costs, as a result of changing the color is paid by the Owner. All approved colors will be set by the ARB and each Townhome and Villa building, containing 4 living Units, will be required to be one color.

**Section 26. Review Fees.** When an Owner, other than the Developer, 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 27. Statues/Windmills/Fountains.** No statues, windmills, fountains, or other ornamental or similar items will be allowed which are visible from any street or neighboring improvement without written approval of the ARB. No screens over exterior doors are permitted unless approved by the ARB.

All temporary and reasonable exterior holiday decorations shall be permitted one (1) month before and two (2) weeks after the holiday.

**Section 29. Enforcement of Fines.** The Board of Directors may impose fines on lot owners in such reasonable sums as they may deem appropriate, up to the highest amount allowed by law, for violations of the Declaration of Covenants and Restrictions, the Bylaws or lawfully adopted Rules and Regulations by owners, their guests or tenants. Before levying a fine pursuant to this paragraph, the Board of Directors shall afford an opportunity for a hearing before a committee of the Association to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. This notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration of Covenants and Restrictions, the Bylaws or lawfully adopted Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate

violation. The affected lot owner, whether the offending party or not, shall always be given notice of the hearing.

**Section 30. Occupancy and Sale.**

- A.** All leases of lots must be in writing and be for a term of six (6) months. At the time of entering into a lease, the Owner and Owner's tenant shall provide the Association with an executed copy of the lease and pay a review fee as established by the Association.
- 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.

VIII. **Article XII, Sections 2 and 4** are amended to read 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. So long as the Developer is the Owner of or holds a mortgage on any Lot affected by this Declaration the Developer's consent to any amendment must be obtained. Additionally, the Developer shall have the right in its sole discretion, to amend this Declaration of Restrictions on Real Estate, until such time occurs that the Developer sells or conveys and no longer holds a mortgage on the last Lot in the subdivision. All subsequent grantees of the Property, hereby grant to Developer their powers of attorney to effect any change, amendment or modification deemed to be required by Developer, its successors and/or assigns. Additionally, any amendment which may materially and significantly affect the Developer's ability to develop the Subdivision, sell improved or unimproved lots, modify or terminate any of its rights or reservations granted to it in this Declaration may be approved and executed by the Developer. 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.

**Section 4. Notice to Lot Owners.** As to any notice required to be sent to any member or Owner, the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid to the Lot address of the persons who owns the Lot, or at such other address as may be provided in writing to the Association or by electronic transmission.

IN WITNESS WHEREOF, TRILLIUM HOMEOWNERS' ASSOCIATION,  
INC., by and through its authorized representatives, have hereunto set their hands and  
seal this 30<sup>th</sup> day of January, 2012.

WITNESSES:

Jacqueline McKinnon  
Signature

Jacqueline McKinnon  
Print

Constance A Johnson  
Signature

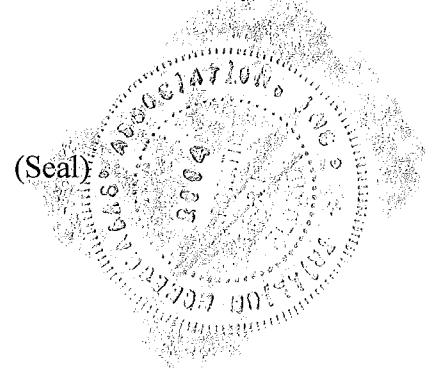
CONSTANCE A JOHNSON  
Print

TRILLIUM HOMEOWNERS'  
ASSOCIATION, INC.

By: Michael DeGeorge  
Michael DeGeorge, President

ATTEST:

Patricia Faubel  
Patricia Faubel, Secretary



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 Patricia Faubel, Secretary who have  produced FL Drivers License as identification or  who are personally known to me to be the persons described in the foregoing instrument and who has 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 30 day of January, 2012.

Constance Ann Johnson  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
(affix seal)

