

MCKINNON & HAMILTON, PLLC  
ATTORNEYS AND COUNSELORS AT LAW

Charles W. McKinnon  
Lisa R. Hamilton

The Atrium Building  
3055 Cardinal Dr., Suite 302  
Vero Beach, Florida 32963

Telephone • 772-231-3770  
Facsimile • 772-231-3774

September 13, 2018

Board of Directors  
Trillium Homeowners' Association, Inc.  
c/o Ms. Julie Barrett  
Elliott Merrill Community Management  
835 20<sup>th</sup> Place  
Vero Beach, Florida 32960

**In Re: Certificate of Amendment**

Dear Board Members:

Enclosed please find the original, recorded Certificate of Amendments to the Declaration of Restrictions on Real Estate of Trillium Subdivision we recorded on the public records pursuant to your request. The original document should be kept with the Association's other important papers.

A copy of the recorded Certificate of Amendments should be provided to all Association members. Please let me know if we can be of further assistance to you.

Sincerely,



Charles W. McKinnon

Enclosure  
CWM:sj  
21680-001

This Instrument Prepared by and Return to:  
Charles W. McKinnon, Esq.  
McKinnon & Hamilton, PLLC  
3055 Cardinal Drive, Suite 302  
Vero Beach, FL 32963  
Courthouse Box #79

3120180055478  
RECORDED IN THE PUBLIC RECORDS OF  
JEFFREY R SMITH, CLERK OF COURT  
INDIAN RIVER COUNTY FL  
BK: 3147 PG: 1039 Page 1 of 3 9/11/2018 9:32 AM

**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 21<sup>st</sup> day of August, 2018, 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 entire membership of the Association affirmatively voted to amend 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 to read as follows:

**I. Section 15. Animals.**

Section 15. Animals. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs and two (2) cats including service and support animals which do not create a nuisance or health hazard may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted. No pet or other animal shall be permitted to leave the Lot on which said animal resides unless under leash and in control of a responsible person. No animal shall be permitted to be outside of the residence in an enclosed area at any time without the presence of the animal's owner. Indoor animals are encouraged. Owner shall clean up their animals' waste when the animal is maintained outside of the residence, including Common Areas and owner's yard.

**II. Section 17. Vehicles and Repair.**

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. Vehicles that cannot fit in the resident's garage may not be parked upon the Properties. No vehicle, including anything attached to the vehicle, may be parked in the driveway if it exceeds beyond the sidewalk or the driveway pavers.

If 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 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. Any vehicle with any type of commercial sign or lettering on its exterior body must be kept in the garage over the weekend. 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 pavers, shall not block the sidewalk 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 beyond the sidewalk or driveway pavers.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Restrictions on Real Estate for Trillium Subdivision, this 6<sup>th</sup> day of September, 2018.

**TRILLIUM HOMEOWNERS' ASSOCIATION, INC.**

By: *Michael De George*  
President  
Print Name: MICHAEL DE GEORGE

(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 Michael De George 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 6<sup>th</sup> day of September, 2018.

*Julie Barrett*  
Notary Public, State of Florida

