1562938
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 1762 PG:1915, Page1 of 40
07/23/2004 at 08:36 AM,
JEFFREY K BARTON, CLERK OF

TRILLIUM SUBDIVISION

DECLARATION OF RESTRICTIONS ON REAL ESTATE

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

THIS DECLARATION, made on the date hereinafter set forth by **GHO VERO BEACH VIII, INC.**, its successors or assigns, hereinafter referred to as "DEVELOPER",

WITNESSETH THAT:

WHEREAS, Developer is the Owner of certain Property located in Indian River County, Florida, which is more particularly described in Exhibit "A" attached hereto.

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and to this end, desires to subject the real property described above, together with such additions as may hereafter be made thereto, to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities including enforcing the covenants and restrictions and collecting and disbursing the charges and fees of property owners, and

WHEREAS, Developer has incorporated under the laws of the State of Florida, a non-profit corporation, known as TRILLIUM HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described above, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations,

easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to the **TRILLIUM HOMEOWNERS ASSOCIATION, INC.**

B. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

C. "Common Area and Improvements" shall mean all Property owned and controlled by the Association for the common use and enjoyment of the Owners. The common areas existing at the time of this Declaration are described as follows:

1. The private streets and right-of-way areas.
2. Subdivision signage, walls, structures and other improvements, landscaping and irrigation systems.
3. Subdivision frontage on 66th Avenue, 33rd Street and 26th Street, complete with all landscaping, walls, structures, irrigation systems, lighting, entryway, gate and guardhouse.
4. All other common improvements, including but not limited to drainage systems, street lights, irrigation systems, pipes, lines and improvements, water and sewer lines, and any and all motors, pumps, transformers, electrical systems or other equipment associated therewith.
5. Any landscaping and landscape island located on the private streets and located in other common areas.
6. Lakes, dock, road and sidewalks.
7. Clubhouse, clubhouse parking lot, tennis courts, pool playground, field, and putting green.

8. The area around the Village "A" Townhome and Village "B" (Anthem Lakes) Plat Overlay Units and/or Lots.

D. **"Lot(s)"** shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Unit or Living Unit, including the 115 Lots in VILLAGE "C" (also known as "Brookfield A" and "Brookfield B"), and the underlying pad of the 70 plat overlay Units in VILLAGE "B" (also known as "Anthem Lakes") of TRILLIUM SUBDIVISION, as recorded in Plat Book 18, page 36-39, Public Records of Indian River County, Florida, or any Lots added in subsequent phases.

E. **"Townhome"** shall mean and refer to an attached single-family type home constructed or to be constructed on a portion of the property known as VILLAGE "A".

F. **"Living Unit" or "Unit"** shall mean and refer to a building situated upon the properties designed and intended for use and occupancy as a residence by a single family, including the Townhome Units in VILLAGE "A", and the plat overlay Units in VILLAGE "B".

G. **"Owner"** shall mean and refer to the record Owners, whether one or more persons or entities, of the fee simple title to a lot in the subdivision, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.

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

I. **"Developer"** shall mean and refer to **GHO VERO BEACH VIII, INC.**, or

(i) Any person or entity who succeeds to the title of Developer to all or a portion of the properties by sale or assignment of all of the interest of the Developer in the properties, if the instrument of sale or assignment expressly so provides, or

(ii) Any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or By-Laws of the Association.

J. **"Declaration"** shall mean and refer to the Declaration of Restrictions on Real Estate for Trillium Subdivision, applicable to the properties recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida.

K. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

L. **"Streets"** shall mean the areas designated as streets and curbs on the above referenced Plat, which are the areas not included in a Lot(s) or a common area.

M. **"County"** shall mean Indian River County, a political subdivision of the State of Florida.

N. **"Guidelines"** shall mean the Architectural Guidelines promulgated and amended from time to time by the ARB.

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

P. **"Village"** shall mean and refer to a residential portion of the properties which may be developed and designated as a separate village. A Village may be comprised of one or more housing types subject to this Declaration, and shall be governed by one Association. Village "A" shall be known as the "Townhomes" and will consist of 32 Units/Living Units, Village "B" shall be known as "Anthem Lakes" and will consist of 70 plat overlay Units, and Village "C" shall be known as "Brookfield A" and "Brookfield B" and will consist of 115 single family residential lots.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Real Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Indian River County, Florida, and is more particularly described as follows: **SEE EXHIBIT "A" attached hereto and made a part hereof.**

As the owner thereof, Developer shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "A" has been subjected to this Declaration or December 31, 2025, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "A", attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the Public Records of Indian River County, Florida, an amendment to this Declaration annexing such property. Such Subsequent Amendment shall not require the consent of

Voting Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Developer, provided that such transferee or assignee shall be the Developer of at least a portion of the real property described in Exhibit "A" in this Article and that such transfer is memorialized in a written, recorded instrument executed by the Developer.

Developer may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "A", which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

This Article shall not be amended without the prior written consent of Developer, so long as the Developer owns any property described in Exhibit "A" hereof.

ARTICLE III

ANNEXATION

Section 1. Annexation Without Approval of Membership. Until December 31, 2025, Developer shall have the right, privilege, and option, from time to time, at any time, to annex any additional parcel or parcels of real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall be accomplished by filing in the public records of Indian River County, Florida, an amendment to this Declaration annexing such property. Such supplemental declaration shall not require the consent of any person other than Declarant. Any such annexational shall be effective upon the filing for record of such supplemental declaration unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other person, the said right, privilege and option to annex additional property which is herein reserved to Developer provided that, such transfer is memorialized in a written, recorded instrument executed by the Developer.

Section 2. Acquisition of Additional Common Area. Developer, until December 31, 2025, may convey to the Association, additional real estate, improved or unimproved, located within the properties which upon conveyance or dedication to the Association shall be accepted by the Association without further action. Such annexation shall be accomplished by filing in the public records of Indian River County, Florida, an amendment to the Declaration annexing such property

executed solely by Developer. Such supplemental declaration shall not require the consent of any person other than Developer.

Section 3. Amendments to this Article. This Article shall not be amended without the prior written consent of Developer, so long as the Developer owns any portion of the property.

ARTICLE IV

PROPERTY RIGHTS

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 which shall be appurtenant to and shall pass with the title to every Lot or Unit subject to the following provisions:

A. The right of the Association to suspend the voting rights for any period during which any assessment against his Lot or Unit remains unpaid for a period not to exceed sixty (60) days for any rule breaking of its published rules and regulations or any of the terms of this Declaration.

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 each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Owner's Use of Lot. Use of Lots shall be limited to single family residential purposes, which includes the Townhomes.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the common area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the Property, which said use shall be subject to the rules and regulations promulgated by the Association from time to time..

Section 4. Use of Streets. Use of the streets within the Properties shall be governed by the provisions of Article VII herein.

Section 5. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater

management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, with the prior written approval of the St. Johns River Water Management District.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any lot or living unit which is subject to covenants of record to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members, and the vote for such lot or living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or living unit which is owned by more than one person.

Class B: Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus three (3) votes for each vote entitled to be cast at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate no later than three (3) months after the Developer has transferred ninety percent (90%) of the lots located in all phases of the community known as Trillium Subdivision.

Section 3. Board of Directors. Until such time as the Class B membership ceases to exist, allowing the Lot Owners to control the Association, the Board of Directors of the Association shall consist of individuals appointed by the Developer.

Section 4. Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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 other conveyance, shall be deemed to covenant and agree to pay the Association: (a) an initial assessment of $800.00; (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 become due and payable. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. 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 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 unit, lawn maintenance costs,

and assessment from Association. 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; provided, however, no assessment shall be levied against any lot held by the Developer. 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 reserve fund 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 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 preceding 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 of 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 or 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 and Subsequent Assessment. The Initial Assessment for the Association shall be Eight Hundred Dollars ($800.00) per Lot or Unit. 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 or 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 5. Village Landscape Assessments. Notwithstanding anything to the contrary contained herein, the assessment to be levied for landscaping to each of the Villages, 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 to include the landscape assessments as part of the budget covering the estimated costs of operation of the Association pursuant to Section 3 hereof. As is required by Section 3 hereof, the Board, at least sixty (60) days before the beginning of the fiscal year, shall prepare a budget covering such estimated costs. 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 unit owner at least thirty (30) days prior to the end of the current fiscal year.

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 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.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to a particular lot on the first day of the month

following the conveyance of each lot or unit to a purchaser other than Developer. 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 period. Written notice of the annual assessment shall be mailed to each Owner subject thereto at the lot or unit address, unless Association is notified otherwise. 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 assessments on a specific Lot or Unit have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot or Unit. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fee for appellate proceedings.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for in Article VI shall be subordinate to the lien of any institutional first mortgage or any mortgage held by Developer recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a licensed mortgage broker, an insurance company, a trust company, savings bank or credit union. A mortgagee possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee which has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment equally divided among, payable by, and a lien against all Lots and Units, including the Lots and Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place. This Section shall only apply to institutional first mortgages and mortgages held by Developer or its affiliated companies.

Section 10. Duty to Enforce. It shall be the legal duty and responsibility of the Homeowners Association to enforce payments of the assessments hereunder.

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, mow, trim, 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 shall specifically include the obligation to replace all dead or declining landscape, sod, trees and plantings, broken irrigation lines and heads or any similar items and to keep planted and sodded area free from weeds, trash, debris and the like. It is hereby declared that where grass or weeds exist on any lawn exceeding a height of six (6) inches as to an occupied lot, or one foot as to a vacant lot, then said grass or weeds shall prime fascia be considered unsatisfactory to the Board of Directors. The foregoing shall not foreclose the Board from determining the grass or weeds of a lesser height are unsatisfactory or that other conditions are not satisfactory, but is included rather to serve as an encouragement for the Board to act quickly in extreme incidences.

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.

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.

ARTICLE VII

PRIVATE STREETS

Section 1. Creation and Easement Rights. The streets are not being dedicated to the public but shall be deeded to the Association and maintained as private streets. There is hereby granted unto each Lot or Unit Owner, his family, guests and invitees a perpetual easement for ingress and egress over and across the private streets, subject to the provisions of this Article and the rules and regulations promulgated by the Association from time to time..

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 Association 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.

ARTICLE VIII

INSURANCE

In order to adequately protect the Unit Owners, the Association, and all parts of the Association property that are required to be insured by the Association, shall be so insured, insurance to be carried and kept in force at all times in accordance with the following provisions: the Board of Directors shall use due diligence to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association.

Section 1. Village "A " Townhomes. Unit Owners in Village "A " Townhomes will be responsible for procuring their own insurance covering the building and improvements.

Section 2. Village "B " Anthem Lakes. Unit Owners in Village "B " Anthem Lakes will be responsible for procuring their own insurance covering the building and improvements.

Section 3. Cost of Insurance. The Board of Directors shall appropriate the cost of insurance amongst each of the Villages in proportion to their ownership in the common area.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Developer Exemption. Notwithstanding the above 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 or successor Developer transfer the last lot in this subdivision or subsequent phases which are submitted to the Declaration of Restrictions.

Section 2. Architectural Control. No building, landscaping, fence, wall or other structure or any improvements of any nature whatsoever shall be commenced, erected, or maintained (which shall include staking, excavating, filling, clearing, grading or other site work) upon the properties, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications shall have been approved in writing by the Architectural Review Board hereinafter referred to as the "ARB". Once constructed, a change in exterior appearance or color scheme shall also require approval by the ARB. The plans and specifications shall show, among other requirements, all items required herein or in the Guidelines, including but not limited to, the design, nature, character, shape, height and location shall be compatible and harmonious with surrounding residences and topography. Although it is not mandatory, the lot owner is encouraged to submit conceptual drawings and preliminary specifications for the exterior elevations of the dwelling in advance of submitting all final submittals outlined herein. Conceptual approval is not mandatory and is provided as a courtesy to Homeowners and builders so that the preparation of plans and specifications, and final approval thereof, will be cost effective and time efficient. Conceptual approval of plans shall not constitute approval for commencement of construction. The ARB reserves the right to require three dimensional elevations to be included in building plans if the exterior elevations submitted are not sufficiently clear and representative of the design and character

of said exterior elevation in the sole judgment of the ARB. The Developer specifically discloses that building plans for a residence that the ARB determines in its sole discretion is not compatible in style, design and/or quality may be disapproved, even if disapproval is solely on the basis of aesthetic preference, compatibility, image, taste, or harmony as determined solely and exclusively by the ARB.

Section 3. Landscape Plan. It is specifically required that at the time building plans are presented for approval, there shall be included a landscaping plan, which shall delineate each of, but not necessarily limited to, the following items:

A. The location and type of each plant, tree or other type of foliage.

B. The height, width, size (including container size), spacing and quantity of each variety of plant material.

C. The tree specifications, including height, spread, number of trunks and trunk caliper and height.

D. The location of each item of landscaping on the lot and the design and arrangement of the same.

Final approval as required by this Article will not be deemed to be complete until such landscaping is satisfactorily installed, inspected and said installation is finally approved by the ARB. The approval of building plans without the submission or approval of a landscaping plan shall not be deemed a waiver of the requirements of this Article requiring an approval of and inspection of landscaping.

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 the right to elect and appoint an ARB to review plans in accordance with architectural criteria and standards of the Declaration of Restrictions on Real Estate for Subdivision. At the time of assignment, the ARB shall be appointed by the Board of Directors.

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

A. to promulgate from time to time Architectural Guidelines for the Properties. However, any Guidelines shall be set forth in writing and made available to all Owners and prospective Owners of the Association. Any Guidelines promulgated by the ARB shall be subject to final approval by the Board. Said Guidelines shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

B. to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Properties and to approve any exterior additions to or changes or alterations therein as more particularly described in this Declaration;

C. to disapprove any such building plans and specifications and Lot grading and landscaping plans, which the ARB should determine is not consistent with the planned development of the Properties or contiguous lands thereto;

D. to require to be submitted for approval any samples of building materials and colors proposed or any other data information necessary to reach its decision.

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

A. Complete blueprints of proposed construction, including:

1. elevations for any building, structures and all other improvements including, but not limited to, walls, fences, screens, decks, patios, porches, pools (including screen or fence enclosure) and exterior lighting;
2. construction plans, including cross sections and floor plans showing the total square footage of air-conditioned space.

B. Specifications, including without limitation complete description and samples of exterior materials, colors, paint and roof.

C. Site plant 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.

D. Exterior color chart showing the color of all exterior surfaces, materials, roof, walls, trim, glass, hardware and the like.

E. Sample and adequate description of roofing materials.

F. Site clearing and grading plan, including identification of existing trees having a diameter of four inches or more (measured three feet above ground level) proposed to be removed and showing proposed and existing land grade contours, flow of site drainage, proposed elevations of improvements above the crown of the street, detailing any proposed use of fill and any other information requested.

G. Landscape and irrigation plan as hereinafter set forth.

H. Any other information required by the ARB in order to ensure compliance with the requirements of this Declaration and the Guidelines.

Unless otherwise specified herein or otherwise required by the ARB at time of submittal, all plans shall be of a one inch equals four feet scale (1"=4'). 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, stormwater 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 5 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.

The failure of the ARB to either approve, disapprove or request more specific information with such 30 day period shall be deemed to be and constitute an approval of said plan or other

materials, subject, however at all times to the Covenants, Conditions, Restrictions and other requirements in this Declaration.

A. **Initial Construction of an Improvement.** The Owner who initially constructs the Improvements must complete such construction in a timely manner and substantially in accordance with all plans and specifications, landscaping plans, pool plans any other plans for construction of any Improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed and the ARB shall within ten (10) days of receiving such notice, make an inspection to verify completion of the Improvement in accordance with the approved plans.

B. **Inspection Rights.** Members of the ARB have the right to enter upon any lot to inspect any improvement to ensure the improvements conform with the approval granted by ARB. This right of entry and inspection shall extend from the beginning of construction including site work and continue until 30 days after improvements are completed.

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, of 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, 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 Developer, 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 Developer so long as the Developer owns any Lot in the Subdivision. If created, Developer declares that the Subdivisions shall be held, transferred, sold, conveyed and occupied subject to the "Guidelines", as amended from time to time by the Developer.

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 Developer may remove such stored materials. Costs incurred in such removal by the Developer 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 knows at the time the release is given.

ARTICLE X

RESTRICTIONS

Section 1. Land Use and Building Type. Townhome Units in Village "A " will consist of 8 buildings with 4 Units in each building, having a minimum, air conditioned living area of 1,350 square feet. Plat overlay Units in Village "C " will consist of 115 Units, having a minimum, air conditioned living area of 1,400 square feet. No Lot within Village "C " shall be used except for single family residential purposes. 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 that which is converted to living area. 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 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.

Section 3. Garage and Driveways. In addition to the requirements stated in Section 1 above, no carports will be allowed.

Dwellings shall be served with a concrete or pavers driveway. All driveways must be constructed of concrete, brick pavers, or other such materials acceptable to the ARB. Under no

circumstances shall any driveway be finished with asphalt or any loose material. The plan submittals as required under this Declaration must show the proposed finish of the driveway and detail the colors and material to be used. The color and finish of any material is subject to the express review and approval of the ARB and shall not be approved if it is deemed to be incompatible with the dwelling, surrounding dwellings or the character of the neighborhood.

Section 4. Exterior Materials.

A. **General.** The major material used on the front exterior of the dwelling should be used on all sides of the dwelling, not to exclude other materials used for accents or decorative features if in good taste and acceptable to the ARB.

B. **Windows.** Window glass shall be clear or tinted bronze, grey or smoke. Also permitted is obscure glass and glass block. Reflective tints are not acceptable.

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. 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 Board of Directors shall have the authority to give approval to additional types of hurricane window protection products.

Section 5. Building Location. The front, side and rear setback lines are to conform with the Subdivision Guidelines, Typical Lot Detail, Indian River County Code of Ordinances, and the plat of the Subdivision.

Section 6. Common Improvements. The common improvements described above 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, Developer shall be entitled to maintain flags, signs and banners and the like, until after sale of the last Lot by Developer.

Section 8. Game and Play Structures. Tree houses or platforms of a like kind or nature will not be constructed on any part of the Lot or Common Area. Fixed or permanent game or play structures shall be permitted subject to the architectural review procedures defined herein, if the ARB, in its sole discretion, determines the structures to be aesthetically compatible with the neighborhood. No structures which are attached to the house, which in the opinion of the ARB are offensive, block view, invade the privacy of surrounding lots, or violate the aesthetic quality of the neighborhood or adjoining lots shall be permitted. Temporary movable play equipment (for example basketball, volleyball or badminton nets) is permissible provided it is not left erected for more than 24 hours without the prior consent of the ARB, and not in the road right-of-way, at any time.

Section 9. Fence Wall; Hedges. No fence or fence walls shall be constructed, erected or maintained on or around any portion of building lot that is in front of or within 40' of the front building line of the dwelling. 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 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. No fences shall be constructed of any material other than white aluminum or other material specifically approved in the sole discretion of the ARB. Exposed block, simulated brick or simulated stone are not acceptable on those portions of a fence/wall which are of masonry construction. 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. 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. In general, hedges located in front on the front building line of a dwelling shall not exceed three (3) feet in height without specific approval of the ARB. 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. All frontage hedges, if approved, must be low or be of an open design not to block the view of a house and landscaping. Owners of Lots are hereby put on notice that the use of fences or hedges located in front of the front building line which restrict an open view are disfavored and shall be closely scrutinized.

Section 10. Swimming Pool. Any swimming pool to be constructed upon any homesite shall be subject to review and approval by the ARB, provided, however, Developer is exempt from any approval by the ARB. The design must incorporate, at a minimum, the following:

A. The composition of the material must be thoroughly tested and accepted by the industry for such construction.

B. Unless otherwise approved by the ARB any swimming pool constructed on any Lot shall have an elevation of the top of the pool not over one foot above the natural grade and pool patios and decks should be at grade unless otherwise approved. No above-ground pools are permitted.

C. Pool screen enclosures must be of a design, color and material matching the house and approved by the ARB and shall be no higher than twelve (12) feet unless otherwise approved by the ARB.

D. Pool screening shall not extend beyond the sides of the house without express approval of the ARB. Above ground pools or spas shall not be permitted. Any swimming pool to be constructed on any lot shall be subject to approval of the ARB.

Screened pools may be permitted when designed as an integral part of the roof and walls.

E. Pool enclosures must not block the view from the other lots.

F. Any lighting of a pool or other recreation area shall be designed so as to buffer surrounding dwellings from the lighting and must be approved by the ARB.

Section 11. Maintenance of Vacant Lots.

A. Vacant Lots. Once a Lot has been sold by the Developer, the same, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish or from weeds and grass growing over the edge of the curb. It is recommended that vacant lots be maintained once every two weeks during the growing season and once a month during the winter season. In the event any Lot is not maintained, then the Developer, its successors and/or assigns, including specifically the Association, shall have the right to enter upon said Lot for the purpose of cutting removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the Owner of such Lot. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a special assessment lien upon said Lot until paid, bearing interest at the highest lawful rate until paid, and may be collected by an action to foreclose said lien or by an action at law, at the discretion of said Developer, its successors and/or assigns, including the Association, in the same manner as any other lien or action provided for in these restrictions.

B. Construction Schedule. The Board may promulgate rules and regulations governing the required commencement of construction. Developer or the ARB shall have the right to grant extensions to this time limitation. Once construction has been commenced, work must be continuously prosecuted with due diligence. Unless additional time is granted at the time of plan approval or unless construction is delayed by matters outside the control of the Owner and Owner's contractor (including but not limited to inclement weather conditions, unavailability of materials, acts of God and the like) construction must be finished and landscaping and all finishes installed within nine (9) months from commencement of construction unless extended by the ARB for good cause. In the event said schedule is not met, or in the event that construction ceases for a continuous thirty (30) day period, Developer or the ARB shall have the right, but not obligation to take such

steps as may be deemed necessary by either of them to correct the situation, including but not limited to:

1. completion of construction,
2. installation of appropriate landscaping,
3. removal of materials and debris, and
4. such other actions as may be necessary to minimize the negative aesthetic quality of the incomplete structure. In the event of a violation of this paragraph, Developer or the ARB shall have the right to bring an action at law or in equity to compel performance with these provisions. In the event either deems it necessary to exercise the right of self help granted above, the correcting party shall have the right to record a claim of lien for the costs of enforcing or remedying the violation. Said lien may be enforced and foreclosed in the same manner provided herein for enforcement of liens for unpaid assessments. A subsequent Owner acquiring title to a Lot takes title subject to any plan approval previously granted by the ARB if the dwelling improvements have been commenced but not completed and is subject to all requirements herein to diligently complete construction in a timely manner.

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 sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street and adjoining lots and stored in garage. 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 13. Nuisances. No noxious or offensive activity, including without limitation, noise, odor or lights, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body, accompanied by written approval of Developer or the Association.

Section 14. Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding, unless approved by the ARB, on any Lot at any time as a residence, either temporarily or permanently, or shall a temporary structure of any kind be used for storage, utility, tools, workshop or otherwise. During the time that the Developer is constructing residences on the lots, the Developer shall have the right to maintain a temporary structure or trailer on any lot or Common Area which would be used for construction purposes.

Section 15. Pets. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any Lot, except that dogs and cats in numbers 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 pet resides unless under leash and in control of a responsible person. Indoor pets are encouraged. The maximum number of cats and dogs maintained on one lot shall be two (2) dogs and two (2) cats. Owner shall clean up pet's feces when pet is maintained outside of residence, including common areas and owner's back yard.

Section 16. Clotheslines, Solar Devises and Tanks. No clotheslines, drying yards or similar devises shall be permitted to be erected on any Lot. 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 devises for the collection of solar energy shall be placed in a manner so as not to be visible from adjoining properties. 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. All such devices shall be located to the rear of dwellings and shall be mounted flat against the dwelling roof. In no event, shall any such device be visible from any street running in front of or adjacent to the Lot. No solar device may be mounted on a Lot other than on the dwelling roof.

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. When not in use, all operative vehicles must be parked in the garage and not anywhere else on the Lot or on the street. No outside parking area in addition to the driveway shall be permitted unless specifically approved by the ARB and only then if said additional parking area is not visible from the street or any adjoining Lot(s).

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.

Garage doors shall be kept closed when not in use. 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 present when garage doors are in use. 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 shall be required to be maintained in the Owner's garage: pickup trucks, vans, motorcycles, boats and any vehicle which has any type of 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. Recreational vehicles and boats are not to be stored on the lots except (i) in the Owner's garage or (ii) for a two-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.

Section 18. Easements. Easements to the Association for installation and maintenance of landscaping, utilities and drainage facilities, and ingress and egress to lake are reserved as shown on the recorded plat, or as heretofore or hereafter granted by said Developer or its predecessors in title.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow or drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company or the Association is responsible. No above ground wires or pipes shall be permitted within the utility easements.

Section 19. Trees. Unless the ARB permits in writing to the contrary, no trees larger than four (4) inches in diameter measured at three (3) feet above ground level may be removed from any lot unless the tree is located within the house pad or driveway or unless the tree is diseased, in either of which cases the ARB must be notified in writing fifteen (15) days prior to removal. The Developer is exempt from this restriction.

Section 20. Walkways. All walkways shall be constructed of the same materials as the driveways or of other compatible materials acceptable to the ARB. Walkways shall be designed and located to be in harmony with the location of the improvements, the landscape plan and the drainage design. All walkways located on lot shall be maintained and insured for liability by Owner.

Section 21. Antennas, Satellite Receivers. There shall not be permitted to exist anywhere on the Properties any outside antennas or other devices for the purposes of reception of television, radio, ham radio or similar signals. The term antenna as used herein shall be interpreted to specifically prohibit the construction or installation of a satellite dish or similar type of receiving device, whether such device is to be part of the structure or located on the Lot apart from the structure unless approved by ARB. Notwithstanding the above, the Owner is entitled to maintain an 18" dish, provided prior to installation, the Owner obtains written approval of the location of said dish from the ARB.

Section 22. Cable Services. Developer may enter into any such contracts which Developer determines are for the benefit of the Owners, generally. The expenses of such contracted undertakings shall be a Common Expense, and a upon the date of the closing, shall become a Unit Expense. All maintenance, repairs and replacements not covered by the contract shall remain the responsibility of the Unit Owner. An election by Unit Owner not to take advantage of the services or maintenance provided by such contracts shall not excuse the Owner from paying his share of the cost.

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.

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 building, containing 4 living Units, will be required to be one color.

Section 25. Drainage and Grading. No drainage ditches, cuts, swales, berms, impoundments, mounds, knobs, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the ARB, whether on private property or common area.

Special attention shall be given to proper site drainage, so that surface waters will not interfere with surrounding homesites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand.

In the event the ARB has reason to believe any proposed improvements will alter the existing drainage of a Lot or adjoining lots, the plan submission process shall include a drainage and grading plan prepared by a civil engineer, and the resulting design shall be consistent with existing ground slopes and shall not obstruct proper drainage or cause standing water or washouts.

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 described below:

A. *New Home Construction* - the original contemplated alteration of a homesite from its natural state to a residential dwelling with submission to include

building plans, specifications, plat plans and landscape plan: Three Hundred Fifty Dollars ($350.00).

B. *Major alteration or addition* - structural or site modification taking place after the original construction which is significant enough to warrant the issuance of a building permit by a governmental authority, including without limitation, pool and/or screen cage: One Hundred Twenty Five Dollars ($125.00).

C. *Minor alteration or addition* - structural or site modifications of a relatively insignificant nature, including without limitation, shutters, gutters, screen enclosures, exterior paint change, or fence request: Fifty Dollars ($50.00).

D. *Changes to or re-submission of plans* - whenever a submission for which the ARB previously granted final approval is re-submitted for final approval to the ARB due to a change in the originally approved plan, or whenever a submission whose approval was previously denied is re-submitted by a builder or homeowner: Seventy Five Dollars ($75.00).

E. *Reinspection* - when a dwelling or any improvement fails to pass inspection because of noncompliance with approved plans and specifications, a reinspection fee shall be imposed and shall be a condition of final approval: Fifty Dollars ($ 50.00).

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.

All temporary and reasonable exterior holiday decorations shall be permitted one (1) week before and one (1) week after the holiday.

Section 28. Compatibility of Design, Style and Quality. In the ARB, in its sole discretion, determines that any plans as submitted, notwithstanding the fact the plans may meet technical requirements of this Declaration would (1) lower the value of any other Property or dwelling the Properties, or (2) are inconsistent with the character of development and construction of homes in the Properties, or (3) are not compatible in style, design, or quality with the development of the Properties as a whole or with any other dwellings planned to be constructed or already constructed on the Properties, the ARB may disapprove of plans or require modifications as it sees fit. The ARB shall be the final arbiter in conflicts involving questions of taste and aesthetics or in resolving

conflict or interpretations of this Declaration and the Guidelines. The fact that a particular type of construction, material, design concept or other aspect is not specifically prohibited herein shall not preclude the ARB from prohibiting it in the future or in a particular application.

Section 29. Enforcement of Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family guests, invitees, or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are followed:

A. **Notice.** The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

B. **Hearing.** The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross-examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors' meeting.

C. **Penalties**. The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars ($1,000.00).

D. **Payment of Penalties**. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

E. **Collection of Fines**. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.

F. **Application of Penalties**. All monies received from fines shall be allocated as directed by the Board of Directors.

G. **Non-exclusive Remedy**. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 30. Occupancy and Sale. The occupancy of any property or dwelling or any portion of a dwelling within the property shall be subject to the provisions set forth in this Section. As used herein, a lot or dwelling is considered to be leased if it is occupied on a temporary or continual basis by parties other than the Owner or Owner's family.

A. All leases or non-owner occupancy must be in writing and shall each have a minimum term of one (1) year, unless a shorter period is permitted by the Association. At the time of entering into a lease, the Owner and the 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 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.

C. In the event of continual violation of these restrictions on a leased or non-owner occupied property, the Board of Director of the Association shall have the right to give notice to the Owner directing Owner to institute proceedings to evict the tenants. In the event that Owner has not initiated and completed eviction proceedings within thirty (30) days, the Association shall have the right, but not the duty, to institute eviction proceedings on behalf of the Owner. For this purpose, each Lot Owner hereby irrevocably appoints the President of the Association as his attorney in fact for purposes of initiating said action. Any court costs or attorneys' fees expended by the

Association pursuant to the eviction action under this provision shall be the responsibility of Owner and shall be paid within thirty (30) days of written notice from the Association requesting payment. In the event said costs or fees are not paid, they shall become a special assessment against Owner's Lot and, if not paid, shall be subject to the lien and foreclosure procedures contained elsewhere in these formal normal assessments. In addition, the non-owner violator shall be required to return all gate openers and keys to the Clubhouse to the Association.

D. At the time of the sale of any lot, Owner, except Developer, is required to provide Association the following: (i) name, address and telephone number of Buyer; (ii) date of closing; (iii) closing statement of transaction; and (iv) copy of deed transferring title.

ARTICLE XI

WAIVER OF VIOLATION

Where a building is submitted to the ARB for approval or where a building has been erected or the construction thereof is substantially advanced and its construction would constitute a violation of the above covenants or it is situated on any Lot in such a manner that the same constitutes a violation or violations of any of above covenants, said ARB or the Developer, its successors and/or assigns, shall have the right to release such Lot or portion thereof from such part of the provisions of any said covenants as are violated; provided, however, that said ARB or Developer, its successors and/or assigns, shall not release a violation or violations of any of said covenants except as to a proposed waiver they, in their sole discretion, determine to be not seriously detrimental to the neighborhood, or to be positive contribution to surrounding dwellings and the neighborhood. For example, but not by way of limitation, preservation of existing trees might be such a circumstance. Waivers may also be appropriate where a proposed material, design or treatment, while not in strict compliance, is a positive element or is indistinguishable from a permitted material, design or treatment or possess the same visual quality.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Term. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time they

shall be automatically extended for successive periods of ten (10) years each thereafter, unless terminated by an instrument signed by all Lot Owners.

Section 2. Amendments. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of the Agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the approval of seventy-five percent (75%) of the total vote of Class A and Class B members of the Association at a regular or special meeting called for said 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 must 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.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. Enforcement. If the Owner or Owners of Property in Trillium Subdivision or any other person or persons or any of them or any of their heirs, personal representative, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the Association or any other person owning any real Property situated in said Trillium Subdivision to prosecute any proceedings at law or in equity against the person or persons

violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages, including, but not limited to, attorneys' fees incurred before or during the trial and on appeal.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

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.

Section 5. Severability. Invalidation of any one of these covenants or restrictions on any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6. Swale Maintenance. Each Lot Owner, including builders, shall be responsible for the maintenance, operation, and repair of any swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as moving and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 7. Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

A. The Corporate Act.

B. Other Florida Statutes which apply.

C. This Declaration.

D. The Articles of Incorporation.

E. The Bylaws.

ARTICLE XIII

LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 21 day of July, 2004.

Attest:

Patrick L. Byrne

William Rogers

GHO VERO BEACH VIII, INC.

By: _____
William N. Handler, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared **William N. Handler**, President of **GHO VERO BEACH III, INC.**, a Florida Corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 21 day of July, 2004.

Notary Public, State of Florida
Angela DiFranco
Printed Name of Notary
Commission No. DD255284
Expiration Date NOV. 03, 2007

(Notary Seal)

Angela Di Franco
My Commission DD255284
Expires November 03, 2007

THIS INSTRUMENT PREPARED BY:

SANDRA G. RENNICK, ESQ.
979 Beachland Boulevard
Vero Beach, Florida 32963
(772) 231-1100
fax (772) 231-2020

Z:\Block Directory\Marla\Condo\Trillium\Declaration of Restrictions.wpd\7/21/04

EXHIBIT "A"
Legal Description

Parcel: A

The North 624.00 feet of Tract 9, Section 31, Township 32 South, Range 39 East; less the North 30.00 feet thereof, according to the last general plat of the lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, page 25, of the public records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida.

Parcel: B

Tract 9, Section 31, Township 32 South, Range 39 East; less the North 624.00 feet thereof, according to the last general plat of the lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, page 25, of the public records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida.

Parcel: C

The East 13.94 acres of the West 23.94 acres of Tract 16, Section 31, Township 32 South, Range 39 East; less the South 30.00 feet thereof, according to the last general plat of the lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, page 25, of the public records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida; less and except additional right of way for 26th Street recorded in Official Record Book 940, pages 394 and 396, of the public records of Indian River County, Florida.

Parcel: D

The East 13.94 acres of Tract 16, Section 31, Township 32 South, Range 39 East, less the South 30.00 feet thereof, according to the last general plat of the lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, page 25, of the public records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida; less and except additional right of way for 26th Street recorded in Official Record Book 1042, page 251, and additional right of way for 66th Avenue recorded in Official Record Book 1183, page 2377, of the public records of Indian River County, Florida.