

3550
This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

2054912
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF INDIAN RIVER COUNTY FL
BK: 2408 PG: 129, Page 1 of 4
03/25/2010 at 12:43 PM,

JEFFREY K BARTON, CLERK OF COURT

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

This Amendment to the Declaration of Restrictions on Real Estate of Trillium Subdivision is made and entered into this 18 day of March, 2010, by **WOODSIDE TRILLIUM, LLC**, (hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, GH0 VERO BEACH VIII, INC. did make and enter into that certain Declaration of Restrictions on Real Estate of Trillium Subdivision, dated July 21, 2004 and recorded July 23, 2004 in Official Records Book 1762, Beginning at Page 1915, inclusive, Public Records of Indian River County, Florida;

WHEREAS, WOODSIDE TRILLIUM, LLC has been assigned all Developer's Rights from GH0 VERO BEACH VIII, INC.;

WHEREAS, Article XII, Section 2 of the Declaration of Restrictions on real Estate permits the amending of the Declaration of Restrictions by the Developer, at its sole discretion until such time that the Developer sells or conveys and no longer holds a mortgage on the last Lot in the subdivision;

WHEREAS, at the time of this amendment, Developer owns at least one lot within the subdivision;

NOW THEREFORE: Pursuant to Article XII, Section 2, the Declaration of Restrictions on Real Estate is hereby amended as follows:

I. Paragraph G is added to Article IX, Section 7 and shall read as follows:

G. The Developer or Successor Developer shall have unconditional rights to maintain model homes, parking lots, open houses or other uses and improvements either

temporary or permanent reasonably related to construction, sales and marketing of single family homes until the completion and sale of improvements upon the last Lot owned by Developer or Successor Developer.

II. Article IV, Section 1 is amended to read as follows:

Section 1. Easements of Enjoyment. Developer or Successor Developer shall have a right of access in and to all common areas, including without limitation access to the clubhouse and pool area. 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:

III. Section 6 is added to the end of Article IV and shall read as follows:

Section 6. Entry gates. The entry gate into Trillium Subdivision located on 26th Street shall remain open Monday through Saturday from 7:30 a.m. until 6:00 p.m. and on Sunday from 11:00 a.m. until 6:00 p.m. Developer or Successor Developer has the right to physically open, remove or adjust the gates as needed.

IV. Article X, Section 15 is amended to read as follows:

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. Notwithstanding any of the above, Developer or Successor Developer shall have the right as long as it owns a lot in the Trillium Subdivision to permit a new owner to initially exceed the permitted number of pets that reside in a home. Such Owner shall not be permitted to replace their pets once the pets no longer reside in the home. Developer or Successor Developer shall provide in writing to owner the acceptance of the additional pets and provide a copy to the Board of Directors. Owner shall clean up pet's feces when pet is maintained outside of residence, including common areas and owner's back yard.

V. Article XII, Section 2 is amended to read as follows:

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 cast at a regular or special meeting called for said purposes. So long as the Developer, or Successor Developer is the Owner of or holds a mortgage on any Lot affected by this Declaration the Developer's, or Successor Developer's consent to any amendment must be obtained. Additionally, the Developer, or Successor 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, or Successor 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, or Successor Developer their powers of attorney to effect any change, amendment or modification deemed to be required by Developer, its successor and/or assigns. Additionally, any amendment which may materially and significantly affect the Developer's, or Successor 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, or Successor 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.

VI. Section 8 is added to Article XII and shall read as follows:

Section 8. Permits. The Board of Directors shall work with the Developer or Successor Developer and any government agency to accept and comply with any and all permits or transfers of permits needed or generally planned for the long term compliance and viability of the community.

VII. Section 9 is added to Article XII and shall read as follows:

Section 9. Rights. The above stated rights shall remain in effect until the Developer or Successor Developer does not own any property located within the Trillium Subdivision.

