

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
(941) 366-9191

CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
DEL TIERRA**

BYLAWS OF DEL TIERRA HOMEOWNERS' ASSOCIATION, INC.

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions of DEL TIERRA (which Declaration is originally recorded at Official Records Book 2557, Page 5282 et seq. of the Public Records of Manatee County, Florida), and the attached amendments to the Bylaws of DEL TIERRA HOMEOWNERS' ASSOCIATION, INC. (which original Bylaws are attached as an exhibit to the Declaration) were duly adopted at the special membership meeting of DEL TIERRA HOMEOWNERS' ASSOCIATION, INC. (herein, the "Association") held on April 28, 2020, were approved by the affirmative vote of not less than 30% of all the total voting interests, as required by the Declaration and by the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained), as required by the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 28 day of April, 2020.

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print ROBERT A. TEW BLAKE

sign [Signature]
print Vicki Hommet

DEL TIERRA HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
Michael Lynch, President

ATTEST:

By: [Signature]
Anthony Daublitz, Secretary

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ Manatee DK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of April, 2020, by Michael Lynch as the President of Del Tierra Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL DL as identification.

My Commission expires: 05/03/2021



NOTARY PUBLIC
Sign: [Signature]
Print: Dharmesh Patel
State of Florida at Large (Seal)

AMENDMENT
TO
THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DEL TIERRA

[Additions are indicated by underline; deletions by ~~strike through~~]

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 5. ~~Rate of assessment. Both Annual and Special assessments shall be fixed at a proportional rate for each Lot, which shall be determined based upon the square footage of each Lot in relation to the total square footage of all Lots, and may be collected on a quarterly basis or as determined by the Board of Directors. Payments of all assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.~~

Two (2) classifications of Lots exist within the Community; Fifty (50) foot frontage Lots, and Sixty (60) foot frontage Lots.

Annual Assessment:

As it relates to the Annual Assessment to be paid by the Owner(s) of both classifications of Lots, the Annual Assessment shall be collected by the Board of Directors from both classifications of Lot Owners as twelve (12) equal monthly payments due on the first of the month, for twelve (12) months, over the course of the fiscal/calendar year.

The monthly payment of the Annual Assessment by the Sixty (60) foot frontage Lot Owners shall always be set at a monthly rate that is 25\$ Dollars a month higher than the monthly rate to be paid by the Fifty (50) foot frontage Lot Owners.

Special Assessments:

As it relates to any Special Assessment levied by the Board of Directors against the Fifty (50) foot frontage Lot Owners, and the Sixty (60) foot frontage Lot Owners, such Special Assessment shall be collected in any timeframe (monthly, quarterly, weekly, etc.) as determined by the Board of Directors.

Special Assessments that are to be levied against the entirety of the Lot Owners in the Community shall be fixed at an equal amount for the Fifty (50) foot frontage Lot Owners, and the Sixty (60) foot frontage Lot Owners.

Individual Assessments:

As it relates to any Individual Assessments levied by the Board of Directors against a single Lot Owner or group of Lot Owners, such Individual Assessment shall be collected in any timeframe (monthly, quarterly, weekly, etc.) as determined by the Board of Directors.

Payments of all assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.

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ARTICLE IX

USE RESTRICTIONS

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Section 8. There shall be no parking on any portion of any sidewalk which is not part of a driveway, or any grass ~~area or street~~ within the Property. An Owner may park in the Home's garage, ~~or in the driveway on the Lot, or on the street adjacent to the Owner's Lot.~~ However, street parking of any type of vehicle, including Automobiles issued by the County or any other governmental entity, within the Property, is prohibited between the hours of 12:01 AM and 5:00 AM, by Lot Owners and/or any other person. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. ~~Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents.~~ Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home *irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration.* Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

AMENDMENT

BYLAWS

OF

DEL TIERRA HOMEOWNERS' ASSOCIATION, INC.

[Additions are indicated by underline; deletions by ~~strike through~~]

18. Suspension of Privileges: Fines. The Association may levy reasonable fines, and may suspend for a reasonable period of time, the right of an Owner, or an Owner's tenant, licensee, guest, or invitee, to use Common Areas and facilities for the failure of the Owner of the Lot or its occupant, licensee, guest, or invitee to comply with any provision of the Declaration, the By-laws, or reasonable Rules and Regulations of the Association, as provided in the Declaration and Chapter 720, Florida Statutes. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues.

The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter.

~~The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.~~

- ~~18.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated,~~

but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

- 18.2 ~~Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.~~
- 18.3 ~~Tribunal. The Board shall appoint a Tribunal of at least three Members where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officer or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.~~
- 18.4 ~~Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.~~
- 18.5 ~~Hearing.~~
- (a) ~~Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.~~
- (b) ~~Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.~~
- (c) ~~the hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of~~

~~the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.~~

~~(d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.~~

~~18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Areas, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.~~

~~18.7 Suspension of Privileges for Failure to Pay Assessments. The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including. But not limited to the right to park.~~