

UPON RECORDING RETURN TO:
Jennifer Lawton Marquina, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, FL 33431

ABOVE THIS LINE FOR RECORDER'S USE _____

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

THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF DEL TIERRA (the "Sixth Amendment") is made this 3rd day of
April, 2019 by D.R. Horton, Inc., a Delaware corporation ("Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF DEL TIERRA, which was recorded in Official Records
Book 2557, Page 5282, as amended by that certain First Amendment to the Declaration of Covenants,
Conditions, and Restrictions of Del Tierra, which was recorded April 24, 2015 in Official Records
Book 2565, Page 7879, as amended by that certain Second Amendment to the Declaration of
Covenants, Conditions, and Restrictions of Del Tierra, which was recorded September 23, 2015 in
Official Records Book 2587, Page 7374, as amended by that certain Third Amendment to the
Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded May 2, 2016
in Official Records Book 2618, Page 1185, as amended by that certain Fourth Amendment to the
Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded April 7,
2017 in Official Records Book 2668, Page 3385, and as further amended by that certain Supplement
and Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions of Del Tierra,
which was recorded December 12, 2017 in Official Records Book 2704, Page 7669, all of the Public
Records of Manatee County, Florida, and as it may be amended from time to time, (collectively, the
"Declaration"); and

WHEREAS, the Declarant desires to amend the Declaration to clarify certain maintenance
obligations of Lot Owners and the Association and to reduce the quorum requirements; and

WHEREAS, pursuant to Article XVI, Section 5, so long as there is a Class B Membership,
Declarant reserves the right to amend this Declaration without the consent of the Lot Owners or the
consent of the Institutional First Mortgage Lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, Declarant declares that, the Declaration is hereby amended as set forth
below.

1. The recitals set forth above are true and correct and are incorporated herein by
reference. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the
Declaration.

2. Article XI, Section 1 is hereby amended to add the following provision thereto :

Each Owner shall also be responsible for mowing the grass, maintenance and watering of landscaping and trees, maintenance of any irrigation lines and equipment which are part of the Lot irrigation system, and cleaning and keeping the sidewalk and portion of the Lot driveway clean and free of debris and obstructions from the Owner's front Lot boundary to the curb of the street in front to the Lot. The Association shall have the right but not the obligation to maintain such areas and improvements in the event the Owner fails to do so as required herein after 14 days written notice from the Association. The Owner shall not place any other improvements, obstructions, fences, walls, trees or shrubberies in such areas without the consent of the Association. The Owner shall be responsible for all costs incurred by the Association in maintaining such area and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. In the event the Owner fails to pay such invoice within ten (10) days after receipt thereof, the Association may charge the amount to the Owner as an Individual Assessment.

3. The reference to thirty percent (30%) in Article VI, Section 6 of the Declaration and Section 3.4 of the Bylaws is hereby revised to twenty percent (20%).

At each meeting called, as provided in Section 4 hereof, the presence of the meeting of Members or of proxies entitled to cast ~~thirty percent (30%)~~ twenty percent (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4. The reference to "thirty percent (30%)" in Section 3.4 of the Bylaws is hereby revised to read "twenty percent (20%)."

5. Article XVI, Section 1 is hereby deleted in its entirety and replaced with the following:

Section 1. Transfer of Surface Water Management System. The Association shall exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statutes, drainage district created by special act, special district defined in Chapter 189, Florida Statutes, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statutes, or water management district created pursuant to Chapter 373,

Florida Statutes, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "Approved Entity"). The Approved Entity must have the powers listed in Section 12.3.4(b)1. through 8. of the WMD Applicant Handbook Volume 1 effective June 1, 2018 as the same may be amended or renumbered from time to time (the "WMD Handbook"), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook, all as the same may be amended or renumbered from time to time.

6. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Sixth Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

DECLARANT

D.R. Horton, Inc., a Delaware corporation

Michelle Faro
Name Michelle Faro

By: [Signature]
Name: Darren Saltzberg
Title: Vice President

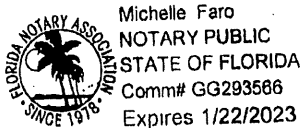
[Signature]
Name GIAN ZOOK

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 3rd day of April 2019, by Darren Saltzberg, as Vice President of D.R. Horton, Inc., a Delaware corporation on behalf of the company. He is personally known to me and did not take an oath.

[NOTARIAL SEAL]

By: Michelle Faro
Name: Michelle Faro
Serial Number, if any: GG 293566



UPON RECORDING RETURN TO:
Jennifer Lawton Marquina, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, FL 33431

RECORDED ELECTRONICALLY
IN BOOK 2776 **PAGE** 2177
INSTRUMENT # 201941032880
DATE 4/8/2019
COUNTY Manatee

ABOVE THIS LINE FOR RECORDER'S USE _____

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AND RESTRICTIONS OF DEL TIERRA (the "Sixth Amendment") is made this 3rd day of
April, 2019 by D.R. Horton, Inc., a Delaware corporation ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DEL TIERRA, which was recorded in Official Records Book 2557, Page 5282, as amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded April 24, 2015 in Official Records Book 2565, Page 7879, as amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded September 23, 2015 in Official Records Book 2587, Page 7374, as amended by that certain Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded May 2, 2016 in Official Records Book 2618, Page 1185, as amended by that certain Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded April 7, 2017 in Official Records Book 2668, Page 3385, and as further amended by that certain Supplement and Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions of Del Tierra, which was recorded December 12, 2017 in Official Records Book 2704, Page 7669, all of the Public Records of Manatee County, Florida, and as it may be amended from time to time, (collectively, the "Declaration"); and

WHEREAS, the Declarant desires to amend the Declaration to clarify certain maintenance obligations of Lot Owners and the Association and to reduce the quorum requirements; and

WHEREAS, pursuant to Article XVI, Section 5, so long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners or the consent of the Institutional First Mortgage Lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, Declarant declares that, the Declaration is hereby amended as set forth below.

1. The recitals set forth above are true and correct and are incorporated herein by reference. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

2. Article XI, Section 1 is hereby amended to add the following provision thereto :

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Florida Statutes, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "Approved Entity"). The Approved Entity must have the powers listed in Section 12.3.4(b)1. through 8. of the WMD Applicant Handbook Volume 1 effective June 1, 2018 as the same may be amended or renumbered from time to time (the "WMD Handbook"), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook, all as the same may be amended or renumbered from time to time.

6. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Sixth Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

DECLARANT

Michelle Faro
Name **Michelle Faro**

D.R. Horton, Inc., a Delaware corporation

By: *[Signature]*
Name: Darren Saltzberg
Title: Vice President

[Signature]
Name *CYAN ZOOK*

STATE OF FLORIDA)
)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 3rd day of April 2019, by Darren Saltzberg, as Vice President of D.R. Horton, Inc., a Delaware corporation on behalf of the company. He is personally known to me and did not take an oath.

[NOTARIAL SEAL]

By: *Michelle Faro*
Name: **Michelle Faro**
Serial Number, if any: GG 293566

