

Condominium, Homeowner
and Cooperative Association

Kevin T. Wells, Esq.*
Paul E. Olah, Jr., Esq.**
Michael W. Cochran, Esq.



Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

September 22, 2022

Del Tierra Homeowners' Association, Inc.
c/o Mr. Joe Dobson, Manager
C & S Community Management Services, Inc.
31 Sarasota Center Blvd., Suite B
Sarasota, FL 34240

Re: Recorded Certificate of Amendment

Dear Joe:

Enclosed is the original Certificate of Amendment and attached amendments to the Declaration which were recorded at Official Records Instrument #202241116233 of the Public Records of Manatee County, Florida, on **September 15, 2022**.

Please maintain this document as part of the official records of the Association. Pursuant to Section 720.306(1)(b), Florida Statutes, **within 30 days** (on or before **October 15, 2022**) the Association shall provide a copy of the amendments to its members. However, if a copy of the proposed amendments are provided to the members before they vote on the amendments and the proposed amendments are not changed before the vote, the Association, in lieu of providing a copy of the amendments, may provide notice to the members that the amendments were adopted, identifying the official book and page number or instrument number of the recorded amendments and that a copy of the amendments are available at no charge to the member upon written request to the Association. The copies and notice described in this paragraph may be provided electronically to those owners who previously consented to receive notice electronically.

If you or another Association representative has a question or comment concerning this or any other matter, please let me know.

Very truly yours,

LAW OFFICES OF WELLS | OLAH | COCHRAN, P.A.

Michael W. Cochran, Esq.
mcochran@kevinwellspa.com

MWC/enl
Enclosure

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg. B
Sarasota, FL 34237
(941) 366-9191



CERTIFICATE OF AMENDMENT

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

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions of DEL TIERRA (which Declaration was originally recorded at Official Records Book 2557, Page 5282 et seq. of the Public Records of Manatee County, Florida), were approved and duly adopted at the Special Membership Meeting of DEL TIERRA HOMEOWNERS' ASSOCIATION, INC. (herein, the "Association") held on August 16, 2022, by the affirmative vote of not less than 30% of all the total voting interests, as required by the Declaration. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 20 day of August, 2022.

Signed, sealed and delivered:
in the presence of:

sign [Signature]

print MAT HARTMANN

sign [Signature]

print JOSEPH S. DARGSON

DEL TIERRA HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
Michael Lynch, President

ATTEST:

By: [Signature]
Kasey Wright, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of AUGUST, 2022, 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 _____ as identification.

My Commission expires:

NOTARY PUBLIC

Sign: [Signature]

Print: Dharmesh Patel
State of Florida at Large (Seal)



Dharmesh Patel
Notary Public
State of Florida
Comm# HH108707
Expires 5/3/2025

PROPOSED AMENDMENTS
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DEL TIERRA

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

ARTICLE IX
USE RESTRICTIONS

...
Section 8. There shall be no parking on any portion of any sidewalk which is not part of a driveway, or any grass area within the Property. An Owner may park in the Home's garage, 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. 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 immediate 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.~~

(a) Golf carts. No golf carts shall be permitted in the Community except as provided in this Subsection. Only those golf carts registered on an annual basis with the Association, which at all times visibly display a license plate and registration sticker as provided by the Association, shall be permitted in the Community. Applications for registration of a golf cart shall include the name and address of its owner, proof of insurance, an executed waiver of

liability by each owner and all operators under eighteen (18) years of age, and a separate waiver of liability executed by each operator eighteen (18) years of age or older. The fee for such annual registration shall be determined by the Association on an annual basis. All golf carts shall be maintained in good order and repair. No golf carts shall be placed, parked, stored or operated on the sidewalks in the Community, lawns of the Common Areas, or lawn of any Lot at any time. Golf carts shall only be operated on paved roadways in the Community, subject to all State, County, and City traffic rules, ordinances and regulations.

Golf carts shall only be operated during daylight hours (sunrise to sunset), unless equipped with fully functional headlights and taillights.

Golf carts shall only be operated by an individual who is a named insured of an existing insurance policy which provides coverage for the operation a golf cart. Golf carts shall only be operated by an individual who is in legal compliance with all applicable Florida laws regarding the operation of a golf cart.

Golf carts may only be placed, parked or stored along paved roadways in the Community or regular parking spaces. Subject to applicable laws and ordinances, any golf cart in violation of this Subsection or any other Rules and Regulations as the Association may adopt from time to time, is subject to immediate towing by the Association (at said golf cart owner's expense).

...

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Homes shall also be subject to the prior written approval of the Association. The Association may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a ~~transfer fee of One Hundred and No/100 (\$100.00) Dollars or in~~ the maximum amount permitted by the Florida Statutes, ~~whichever is greater~~, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. No Home may be leased more than two (2) times in a calendar year unless otherwise approved by Association in the case of hardship. The prior written approval of the Association for a lease shall not apply to Lots and/or Homes acquired by and Institutional Mortgagee who has acquired title to the Lot and/ or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable within the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with applicable codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations

of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida Law.

(a) Twenty-Four (24) Month Prohibition on Leasing.

Lot owners shall not lease their Lot and or the dwelling on their Lot for a period of twenty-four (24) months from the date of the Unit owner's acquisition of title.

This restriction shall take effect on the date this amendment to Article XIII is recorded in the Public Records of Manatee County, Florida, and only applies to Lot owners who consent to this twenty-four (24) month restriction, and/or acquire title to their Lot after the effective date of the recording of this amendment to Article XIII in the Public Records of Manatee County, Florida.

The date of acquisition of title to the Lot and/or Home on the Lot shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Manatee County, Florida.

Notwithstanding the foregoing, the following Conveyances shall be exempt from the twenty-four (24) month restriction: (a) title is transferred to the Owner's surviving spouse resulting from the death of the Owner; (b) title is transferred to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons.

The leasing restrictions herein shall not apply to the Association.