

Prepared by and returned to:

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**CERTIFICATE OF AMENDMENT  
AND  
NOTICE OF PRESERVATION PURSUANT  
TO SECTION 712.05(2)(b), FLORIDA STATUTES**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TIERRA LAGO**

WE HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Tierra Lago was duly adopted by the Association at the duly noticed Annual Membership Meeting held on the 21<sup>st</sup> day of February 2023. Said amendments were approved by a proper percentage of voting interest of the Association.

The Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 2109, Page 1937 *et seq.* of the Public Records of Collier County, Florida, and was amended at O.R. Book 2237, Page 0661 *et seq.*, O.R. Book 3479, Page 3081 *et seq.*, O.R. Book 3532, Page 0508 *et seq.*, and O.R. Book 4124, Page 1562 *et seq.*, all of the Public Records of Collier County, Florida (hereinafter referred to collectively as the "Declaration").

The legal description of the Property is identified in Exhibit A of the Declaration of Covenants, Conditions and Restrictions for Tierra Lago, recorded at O.R. Book 2019, Page 1937 *et seq.* of the Public Records of Collier County, Florida.

**This Certificate of Amendment is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Restrictions and Easement from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time.**

~~Additions indicated by underlining.~~  
~~Deletions indicated by strike-through.~~

**Amendment 1: Article V, Declaration of Covenants, Conditions and Restrictions to read as follows:**

Article V  
Maintenance Of Lots

5.1 Lot Owners shall be responsible for the cleaning and general maintenance of the exterior and interior of their residence, including driveways and sidewalks located on their Lot. Lot Owners shall also be responsible for repairs to the swimming pool, if any, on their Lot and any pool enclosures, decks, patios, planters or walkways in the rear or side yards of their Lot. Lot owners shall each be responsible for painting the exterior of their own residences.

A. In order to manage the landscaping in the Common Areas and on the Lots, the Board of Directors shall name a Landscaping Committee. The members of the Landscaping Committee may be members of the Board or Lot Owners not serving on the Board. The Landscaping Committee shall consist of three (3) members and the members shall be appointed at the sole decision of the Board and may be removed at the sole discretion of the Board. The Landscaping Committee will have responsibility to manage all the landscaping in the Common Areas as well as the landscaping (which is the responsibility of the Association) on each Lot. Any decision made by the Landscaping Committee can be appealed to the overall Board by any Owner. The Board may approve or disapprove any appeal solely at their discretion. In lieu of a Landscape Committee, the Board may, at its sole discretion, delegate the authority contained herein to the Association Manager/agent and/or a Director to handle routine landscaping issues, within the applicable parameters and regulations.

5.2 The Association shall be responsible for maintenance of Common Areas, and for maintenance of the lawns and landscaping on the Lots.

A. The cost to provide this service to maintain the Common Areas is a common expense and will be funded by the assessments paid by the Lot Owners.

B. This responsibility includes (but is not necessarily limited to):

1. Mowing all Common Area lawns.
2. Trimming of all bushes and trees, as needed, with the exception of "Owner planted" items, further referenced in Section 5.2(D) below.
3. Maintaining a properly working irrigation system that will properly water all landscaping and plantings.
4. Purchasing water for use as the irrigation source.
5. Hiring a qualified landscaping and/or tree trimming service.
6. Purchasing and installing mulch in selected areas.

7. Coordinating with the selected landscaping companies for weekly, monthly and annual services performed.

The Board will provide an annual budget for the Landscaping Committee to use to replace sod and plantings, as well as for annual mulch application, along with any other proper expense (as further documented within this Article V). The Landscaping Committee cannot spend more money than is allotted within the annual budget without express written permission of the Board.

C. Replacement of dead or dying plantings. Dead or dying plantings (with the exception of Owner planted items) shall be replaced or not replaced solely at the discretion of the Landscaping Committee. Any planting selected to be used as a replacement may or may not be of the same size and/or variety of the original planting. Owners may, at their own expense, request larger items and if approved, these will be installed and maintained by the Association's landscape services provider(s). When any landscape element, excluding annuals, dies (from other than Owner-caused actions) the Board, at its sole discretion, may choose to: 1) Replace the plant, 2) Replace the plant with a smaller version, 3) Replace with a different type of plant, or 4) Not replace the plant.

D. Owner Planted Items.

1. Owners may augment the bushes or plantings on their Lot at their own expense if approved by the Landscaping Committee. The Landscaping Committee will make sure that the selected items are in keeping with the overall landscaping plan. The decision of the Landscaping Committee is solely at their discretion. If items are approved, the community irrigation system can be used to water these items, but the Owner is responsible for the initial and subsequent costs (if any) of any modifications to the irrigation system that are required to do so. Such Owner planted items can be fertilized and trimmed by the Association.

2. Owners, with Landscaping Committee permission, may augment the trees on their Lot with fruit trees and/or other decorative trees, but these items cannot alter the view of any adjacent neighboring Lot without the written consent of each affected Lot Owner. The Association will not be responsible for trimming or fertilizing the trees referenced within this subsection. Any fruit bearing trees must not be allowed to create any unsightly mess (e.g., oranges or lemons rotting on the ground) nor can such trees create a barrier that prevents maintenance of the surrounding landscaping. The Association provided irrigation system can water such trees, but the initial and subsequent costs (if any) of any modifications to the irrigation system that are required to do so will be the responsibility of the requesting Owner.

3. Owners may plant "annual" flowers in any existing bedding areas used for that purpose. Owners cannot create any new bedding areas without the permission of the Landscaping Committee and the Landscaping Committee has the responsibility to ensure such areas do not interfere with the current overall landscaping plan.

4. Owners must have approval from the Landscaping Committee to plant any “perennials” in an existing bedding area. Owners cannot create any new bedding areas without the permission of the Landscaping Committee and the Landscaping Committee has the responsibility to ensure such areas do not interfere with the current overall landscaping plan.

5. Non-approved plantings can be removed by the Landscaping Committee. Such removal will be paid for by the Lot Owner.

E. It is recommended that any landscaping project approved by the Landscaping Committee, and funded directly by the requesting Owner, be completed by the Association’s selected landscaping company as they are most familiar with the community and overall landscaping plan. The use of any outside vendor must be approved in writing by the Landscaping Committee and an ARB form must be completed. The Association’s selected landscaping company must also provide approval for such items in order for the Association to agree to provide maintenance.

F. The Association’s selected landscaping company cannot be used as an Owner’s “personal gardener” unless it is for Landscaping Committee approved projects. Owners should direct any landscaping needs to the Landscaping Committee through the Association’s Manager.

G. All landscaping activities within Tierra Lago are at the sole discretion of the Board.

H. The Association will not be responsible for landscaping installation or maintenance inside any structure, including but not limited to, the lanai pool cage, interior or exterior courtyard or fence.

(The rest of Article V to remain unchanged)

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**Amendment 2: Section 6.2, Declaration of Covenants, Conditions and Restrictions to read as follows:**

Article VI  
Architectural Control And Reconstruction

...  
6.2 At such time as the Master Association declines or fails to exercise architectural review rights, the architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members, who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in the Properties. Members of the ARB as to whom Declarant may relinquish the right to appoint and all members of the ARB after Declarant no longer owns at least one Lot in the Properties shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall in good faith attempt to appoint at least one (1) architect or building

contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

A. In lieu of an ARB, the Board of Directors may serve the same function and act as the ARB. The Board may establish, as needed, an ad hoc committee to review requests and have such ad hoc committee make a recommendation to the Board.

(The rest of Article VI to remain unchanged)

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**Amendment 3: Article VII, Declaration of Covenants, Conditions and Restrictions to read as follows:**

Article VII  
Use Restrictions

In addition to any restrictions imposed upon the Property by the Master Association as provided in the Master Declaration, the use of the Lots shall be in accordance with the following provision. In the event of any conflict between the following provisions and use restrictions contained in the Master Declaration, the more restrictive limitation shall be enforced.

...

7.5 All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. No stones, gravel or paving or any types shall be used as a lawn. Decorative stones can be used in non-lawn landscape areas at the sole recommendation of the Landscape Committee and the Association's selected landscaping company if and when such areas cannot be effectively maintained, i.e., where standard lawn mowers cannot reach for mowing of a lawn area. These stones should not be used in lieu of mulch unless it is in an area that, at the sole discretion of the Landscaping Committee or Board, cannot be effectively maintained with mulch.

A. Artificial substances, e.g., artificial turf, can never be used as lawn or landscape areas. No putting greens, bocce courts or any other permanent game areas are allowed in the Common Areas or on any Lot.

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~~7.12 All gas tanks for swimming pool heaters must be stored below ground.~~ Any and all alternative fuel storage tanks including, but not limited to, gas tanks, diesel tanks, and propane tanks, which may be used to provide storage of and/or fuel to pool heaters, generators, etc. must be stored below ground. A propane tank which is contained within or shielded from view by the housing of a propane grill is excepted and does not have to be stored below ground.

...

7.16 No fences, dog runs or animal pens of any kind will be permitted on any Lot, subject only to the below exception. If an Owner removes their pool cage, then an exception can be made for a fence on the same footprint of the original cage. The fence color and style must be approved by the ARB or Board of Directors and be consistent with other fences. Any fence must meet all governmental rules and regulations.

7.17 No permanent or temporary structure can be added to any Dwelling which extends past the current roofline of any Dwelling. Dwelling rooflines cannot be extended. No concrete patios can be added to any Dwelling. No second floor can be added to any Dwelling.

7.18 Exterior Color Scheme. Colors of all Dwellings must be in the same colors and shades as existing colors. The Board, from time to time and at its discretion, may select an exterior Dwelling paint color "palette" and make this color palette available for a Lot Owner to choose from. Exterior Dwelling paint colors will remain in the light beige, light brown or light yellow family. No bright or brilliant exterior Dwelling paint colors are allowed. An ARB request shall be completed for all painting needs, including if a Dwelling is only being painted the same color.

A. Front Doors. Front doors must be identical to any existing front doors. Front doors may be painted either the color of the main exterior color of the Dwelling, the color of the trim color of the Dwelling or a contrasting color. Allowed contrasting colors are: black, dark brown or dark red. An ARB request form is required for installing or painting a front door.

B. Other Doors. Doors other than the front door must be painted either the color of the main exterior of the Dwelling or the trim color of the Dwelling.

7.19 Annoying Lights, Sounds or Odors: No light, sound or odor shall be emitted from any Dwelling or Lot which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted. Generators may be used in the event of power failure or for periodic, short maintenance testing. Outdoor speakers may be used on lanais only during the hours of 9:00 AM to 10:00 PM each Sunday through Thursday nights and until 11:00 PM on Friday and Saturday nights and during that period must be kept at a volume to not be a nuisance to neighbors.

7.20 Garage Doors: Any new garage doors shall be of the same exact design of the existing door or identical to another garage door within Tierra Lago. The garage door must be painted the same color as either the base house color or the trim color. No other colors are allowed.

7.21 Window Replacement: Any window being replaced shall be of the exact same design as the existing windows being replaced.

7.22 Window Addition: A window addition may be made as long as the new window is of the same size and design as adjacent windows.

7.23 Roof Design and Color: New roofs must be of the same design as the existing roof, e.g., barrel design. Barrel-shaped metal roofs may be used. Roof colors shall be the same as any other existing roof color within Tierra Lago.

7.24 Factory-Built Structures: No structure of any kind that is commonly known as "factory-built", "modular" or "mobile home" type of construction shall be erected on any Lot.

7.25 No structures can be added to the outside of the Dwelling, e.g., porches, pergolas, trellises, permanent patios, awnings, etc.

7.26 Driveways may be replaced, however, the new driveway materials must exactly match any other driveway in Tierra Lago.

7.27 Lights on either side of the garage door may be replaced, but only with lights with the same size and style of current lights within Tierra Lago.

7.28 Mailboxes are the responsibility of the Lot Owner. The color of the mailboxes must match the streetlights. The Board of Directors are solely responsible for selection of the color of both the mailboxes and streetlights. Owners may work with the Association Manager to obtain a compliant mailbox.

7.29 Skylights are permitted but must match any existing skylight within Tierra Lago. No dormers are permitted. Nothing may extend above the existing Dwelling roofline.

7.30 Pool enclosures may be replaced with materials of the same type and framing and cannot be made bigger or increased to two stories, except in the case that the original screen enclosure was two stories.

7.31 An ARB request must be submitted for ANY modifications to the exterior of any Dwelling. This includes "modifications" where the new item/color is the same as the existing item/color. For example, an ARB request is required not only when painting a Dwelling a new color, but also when painting a Dwelling the exact same color. Any and all modifications to the outside of any Dwelling or landscaping changes within a Lot REQUIRE the completion of an ARB form for approval.

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**Amendment 4: Section 10.4(B), Declaration of Covenants, Conditions and Restrictions to read as follows:**

10.4 Leases.

A. All leases of Lots must be in writing and a copy of any lease shall be delivered to the Board upon commencement of the said Lease.

B. No Lot may be leased for a period of less than thirty four (30 days) (4) months with a maximum of three (3) leases commencing no more than two (2) times per calendar year. No

subleasing or assignment of lease rights is allowed unless approved by the Board. No individual rooms may be rented and no transient tenants may be accommodated.

C. If a Lot is leased, no one but the lessee, his family within the first degree of relationship by blood, adoption or marriage, and their guests may occupy the Lot.

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**Amendment 5: Article X, Declaration of Covenants, Conditions and Restrictions to read as follows:**

Article X  
Transfer Of Ownership and Leasing Of Lots

...

10.4 Leases.

A. ~~All leases of Lots must be in writing and a copy of any lease shall be delivered to the Board upon commencement of the said Lease. The Lease of a Lot is defined as occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "tenant" and "lessee" shall likewise be used interchangeably. All Leases must be written and provide, or are deemed to provide, that the Association has 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 this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations, or other applicable provisions of any agreement, or instrument governing the Property, or administered by the Association. Leasing Lots are subject to the prior written approval of the Association, as further described below.~~

B. No Lot may be leased for a period of less than thirty (30) days nor more than two (2) times per year. No subleasing or assignment of lease rights is allowed unless approved by the Board. No individual rooms may be rented and no transient tenants may be accommodated.

C. If a Lot is leased, no one but the lessee, his family within the first degree of relationship by blood, adoption or marriage, and their guests may occupy the Lot.

D. The Board shall have the authority to approve or disapprove all Leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No person may occupy a Lot as a tenant, family member of a tenant, resident, or otherwise without prior approval of the Board. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and all proposed residents as a condition for approval.

E. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide, or be deemed to provide, that the tenants have read and agreed to be bound by the provisions of this Declaration.



the Articles of Incorporation, the By-Laws, and the Rules and Regulations (the "Governing Documents"). The uniform Lease or addendum and other Leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the Lease and subject the tenant to termination of the Lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a tenant, resident, other Occupant, Guest or invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the tenants, residents, Occupants, Guests or invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring their tenant's conduct (and that of the other residents, Occupants, Guests or invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Governing Documents (or the noncompliance of other residents, Occupants, Guests or invitees), including without limitation the right to terminate a Lease and/or institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a lien for charges. Any uniform Lease or Lease addendum will provide, and all Leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Lot be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

F. The Board shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof, to require that a prospective tenant or Owner place a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow account maintained by the Association to protect against damage to the common areas or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2022), as amended from time to time.

G. Any Owner intending to Lease their Lot shall submit a copy of the proposed Lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant/resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the

disapproval, and the Lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

1. The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

(a) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or

(b) a first or second degree felony involving illegal drugs within the past ten (10) years; or

(c) any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

(d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

2. The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

3. The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

4. The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct themselves in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

5. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other housing facilities or associations, or by their conduct in this community as a tenant, resident, Occupant or Guest;

6. The Owner or person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

7. All Assessments, fines and other charges and monetary obligations against the Lot and/or Owner have not been paid in full.

H. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that they may have Leased or rented their interest in the Lot as provided herein.

I. The Owner or tenant seeking approval of a Lease of a Lot shall pay a transfer fee for each applicant in an amount determined by the Board.

10.5 No Lot may be leased during the first twenty-four (24) months of ownership of a Lot (i.e., acquisition of title). Upon the expiration of the first twenty-four (24) months of ownership of a Lot, the additional leasing restrictions contained in this Declaration shall apply. The restrictions contained in this Section 10.5 shall only apply to Owners who acquire title to a Lot after the date this amendment is recorded in the Collier County Public Records.

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TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC.

By: [Signature]  
Michael Werner, President

Attest: [Signature]  
Samuel Holbrooks, Treasurer

[Signature]  
Witness Signature  
MARK RUSSELL  
Printed Name

[Signature]  
Witness Signature  
Elizabeth C. McNicholas  
Printed Name

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21st day of February 2023 by Michael Werner, as President and Samuel Holbrooks as Treasurer of Tierra Lago Neighborhood Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

Notary Public [Signature]  
Printed Name Dena L. Waltchack  
My Commission Expires May 21, 2026

