



CFN 20040254270  
OR BK 16913 PG 0672  
RECORDED 05/06/2004 10:16:43  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

Prepared By:  
Keith F. Backer, Esq.  
Backer Law Firm, P.A.  
136 East Boca Raton Road  
Boca Raton, FL 33432

**HOMEOWNERS ASSOCIATION NOTICE  
PURSUANT TO CHAPTER 712.06 Fla. Stat. (2003)**

Pursuant to Chapter 712, Fla. Stat. (2003), Terra Tranquila Improvement Association, Inc. files this notice indicating its intent and desire to preserve the covenants and restrictions contained in the Association's governing documents as such are defined in Chapter 720, Fla. Stat (2003) and, by filing this notice for record, preserves and protects said governing documents from extinguishment by operation of Chapter 712.

The undersigned hereby certifies that the preservation of the governing documents and all covenants and restrictions therein has been approved by at least two thirds of the Board of Directors at a meeting for which the meeting's time and place and containing the statement of marketable title action described in s. 712.06(1)(b), was mailed or hand delivered to members of the homeowners' association not less than 7 days prior to such meeting.

(a) Name of Association: Terra Tranquila Improvement Association, Inc.  
P.O. Box 27-2984  
Boca Raton, FL 33429

(b) Attached to this Notice as Exhibit "A" is an affidavit executed by the appropriate member of Terra Tranquila Improvement Association, Inc.'s board of directors affirming that the board of directors of the homeowners' association caused a statement in substantially the form prescribed in s. 712.06(1)(b) to be mailed or hand delivered to the members of Terra Tranquila Improvement Association, Inc.

(c) Full and Complete Description of all land affected by this Notice:

Terra Tranquila, a subdivision according to the plat thereof, as recorded in Plat Book 31, Pages 22 and 23 of the Public Records of Palm Beach County, Florida.

HOMEOWNERS ASSOCIATION NOTICE  
PURSUANT TO CHAPTER 712.06 Fla. Stat. (2003)  
Terra Tranquila Improvement Association, Inc.  
Page 2

(d) Statement of Claim:

A complete set of the governing documents including all amendments thereto which contain the covenants and restrictions sought to be preserved by this Notice are attached hereto as Exhibit "B" and incorporated herein by reference.

(e) Description of instrument:

The Declaration of General Covenants and Restrictions recorded in Official Records Book 2439, Page 327 of the Public Records of Palm Beach County, Florida and all amendments thereto.

IN WITNESS WHEREOF, this Notice was signed and sealed on the 30<sup>th</sup> day of MARCH, 2007.

Signed, sealed and delivered in the presence of:

[Signature]  
Print name of witness

Richard B. Patterson  
Helen J. Patterson  
Print name of witness - HELEN PATTERSON

Jacob Stark  
Print name of witness

[Signature]  
Print name of witness

Richard B. Patterson  
Print name of witness

Terra Tranquila Improvement Association, Inc.

[Signature] (SEAL)  
By: Jacob Stark President

ATTEST  
[Signature] (SEAL)  
Helen Patterson Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of MARCH 2007, by JACOB STARK & HELEN PATTERSON the President and Secretary, respectively, of Terra Tranquila Improvement Association, Inc. who are personally known to me and they did take an oath.

My Commission Expires: Notary Public: [Signature]



Richard B. Patterson  
Commission # DD 046185  
Expires Aug. 13, 2005  
Bonded Through  
Atlantic Bonding Co., Inc.

Richard B. Patterson  
Print Notary Name

Affidavit executed by the appropriate member of Terra Tranquila Improvement Association, Inc.'s board of directors affirming that the board of directors of the homeowners' association caused a statement in substantially the form prescribed in s. 712.06(1)(b) to be mailed or hand delivered to the members of Terra Tranquila Improvement Association, Inc.

**EXHIBIT A**



CFN 20040254271  
 OR BK 16913 PG 0675  
 RECORDED 05/06/2004 10:16:43  
 Palm Beach County, Florida  
 Dorothy H Wilken, Clerk of Court

AFFIDAVIT

Before me, the undersigned authority, personally appeared, Jacob Stark, who, after being duly sworn, deposes and says:

1. I am PRESIDENT (office held) and a member of the Board of Directors of TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC. and have been authorized by the Board to sign this affidavit.
2. All matters set forth herein are true and made of my own personal knowledge.
3. I affirm that the Board of Directors of the Association caused a notice containing the date, time and place of the meeting of the Board of Directors of the association held on Oct-23 2003 to be provided to all members by hand delivery or U.S. mail more than seven days prior to the meeting and posted in a conspicuous place in the community at least forty eight hours prior to the meeting. The notice identified above is attached to this affidavit as Exhibit "A."
4. I affirm that the Board of Directors of the Association caused the Statement of Marketable Title Action required by s. 712.06(1)(b) Fla. Stat. (2003) to be included in the notice mailed or hand delivered to all members of the Association.

Further Affiant Sayeth Naught.

Signed: Jacob Stark  
 Print Name: Jacob Stark

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Jacob Stark, to me known to be the person described in and who executed the foregoing instrument (personally known to me if left blank or produced \_\_\_\_\_ as identification), took an oath that the foregoing was true and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this 30th Day of MARCH, 2004.

My Commission Expires:



Richard B. Patterson  
 Commission # DD 046185  
 Expires Aug. 13, 2005  
 Bonded Through  
 Atlantic Bonding Co., Inc.

Notary Public Signature

Richard B. Patterson  
 Print Notary Name

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF  
TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC.**

**TO ALL MEMBERS:**

A meeting of the Board of Directors is scheduled for the following date,  
time and place:

Date: Oct 23, 2003

Time: 7:30 PM

Place: 6912 CALLE DEL PAZ NORTH BOCA RATON, FL. 33433

The governing documents of Terra Tranquila that provide for the rights and obligations of the members and that provide for the maintenance and improvement of the property in our community are approaching thirty years old. A statute exists on the books in Florida that could, under some circumstances, extinguish the existing covenants after they have existed thirty years. Needless to say, the extinguishment of our covenants and restrictions would be devastating to Terra Tranquila and destroy its property values. At the meeting called for the above date and time, the Board will consider approving the filing of a Notice in the Public Records of Palm Beach County consistent with Section 712.06 Fla. Stat. (2003) to preserve and protect the covenants and restrictions contained in the governing documents of Terra Tranquila and prevent their extinguishment under the terms of the referenced statute.

**STATEMENT OF MARKETABLE TITLE ACTION**

The Terra Tranquila Improvement Association, Inc. has taken action to ensure that the Declaration of General Covenants and Restrictions recorded in Official Records Book 2439, Page 327, of the public records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DATED: 9/23, 2003.

BY ORDER OF THE BOARD OF DIRECTORS

*Helen Patterson*

Secretary

EXHIBIT 'A'

List of governing documents identified by Official  
Record Book and Page and copies of recorded covenants  
and restrictions

**EXHIBIT B**

**Fund File Number:** 06-2002-10409

1. **Book and Page:** 31-22                      **TOI:** PLT
2. **Book and Page:** 2439-327                      **TOI:** R
3. **Book and Page:** 4175-174                      **TOI:** AMD
4. **Book and Page:** 7058-232                      **TOI:** AMD

This is not a certified copy







This is Not a Contract

67232

This Instrument was Prepared by  
Robert B. Tanner  
NAME  
555 S. Federal Hwy.  
ADDRESS  
Beach Park, Fla. 33432  
CITY AND STATE

555 INVESTMENT CORP., A FLORIDA CORPORATION

TO

THE PUBLIC

DECLARATION OF GENERAL COVENANTS AND RESTRICTIONS

RELATING TO:

TERRA TRANQUILA, a subdivision according to the plat thereof, as recorded in Plat Book 31, Pages 22 and 23, of the Public Records of Palm Beach County, Florida.

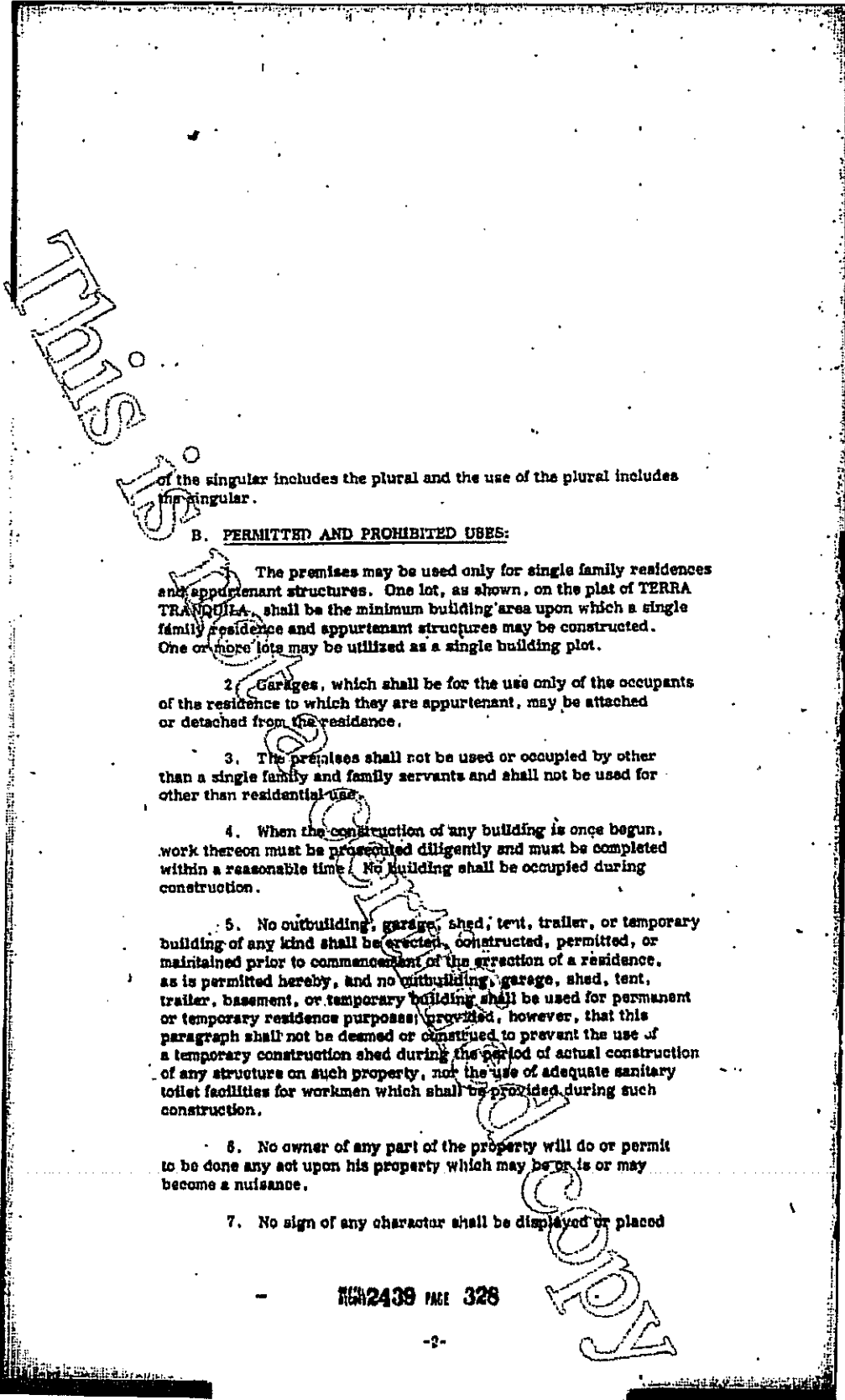
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555 INVESTMENT CORP., a Florida corporation, the owner of all of the above and foregoing described lands does hereby impress upon said lands the covenants, restrictions and servitudes as follows, to-wit:

A. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

1. DEVELOPER means 555 Investment Corp., a Florida corporation, its successors and assigns.
2. LOT means a lot as shown on the plat of TERRA TRANQUILA, a subdivision according to the plat thereof, as recorded in Plat Book 31, Pages 22 and 23, of the Public Records of Palm Beach County, Florida.
3. LOT OWNER means the holder or holders of fee title to a lot as herein defined.
4. PERSON means a person, firm, association or corporation.
5. SUBDIVISION means the above and foregoing described lands.
6. The use of the gender is deemed to include all genders; the use

PLAT 2439 PAGE 327



of the singular includes the plural and the use of the plural includes the singular.

**B. PERMITTED AND PROHIBITED USES:**

The premises may be used only for single family residences and appurtenant structures. One lot, as shown, on the plat of TERRA TRANQUILA, shall be the minimum building area upon which a single family residence and appurtenant structures may be constructed. One or more lots may be utilized as a single building plot.

2. Garages, which shall be for the use only of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence.

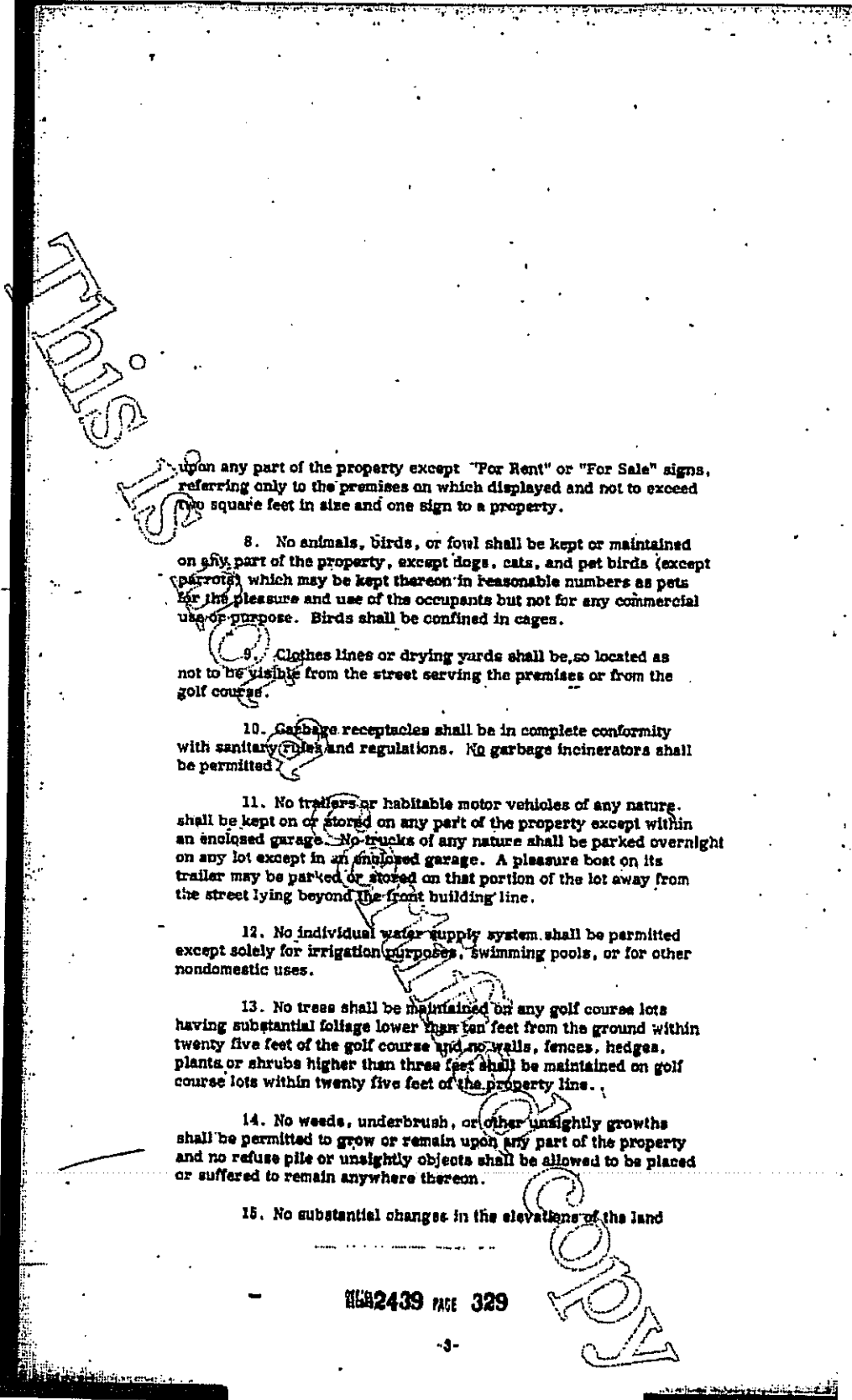
3. The premises shall not be used or occupied by other than a single family and family servants and shall not be used for other than residential use.

4. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction.

5. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

6. No owner of any part of the property will do or permit to be done any act upon his property which may be or is or may become a nuisance.

7. No sign of any character shall be displayed or placed



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upon any part of the property except "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed two square feet in size and one sign to a property.

8. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds (except parrots) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

9. Clothes lines or drying yards shall be, so located as not to be visible from the street serving the premises or from the golf course.

10. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted.

11. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on its trailer may be parked or stored on that portion of the lot away from the street lying beyond the front building line.

12. No individual water supply system shall be permitted except solely for irrigation purposes, swimming pools, or for other nondomestic uses.

13. No trees shall be maintained on any golf course lots having substantial foliage lower than ten feet from the ground within twenty five feet of the golf course and no walls, fences, hedges, plants or shrubs higher than three feet shall be maintained on golf course lots within twenty five feet of the property line.

14. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

15. No substantial changes in the elevations of the land

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shall be made on the premises.

C. SETBACKS AND BUILDING LINES:

1. For the purpose of this paragraph, building shall mean the main residence, the garage, and related outbuildings and all projections thereof such as bay, bow, or oriel windows, exterior chimneys, covered porches, porticos, loggias, and the like, but shall not include the eaves of such structures, open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of the main building.

2. No building shall be erected nearer than twenty five feet to the street line, or closer than fifteen feet from an adjoining building. (This section to be tailored to fit each particular lot.)

3. Swimming pools shall not be nearer than five feet to any lot line and shall not project with their coping more than two feet above the established grade.

4. Walls and fences may be erected and hedges grown but shall be no higher than four feet from the street to the building line and six feet from the building line to the rear property line. Walls, fences, or hedges may be erected or grown at any height within the building lines. (This section to be tailored to fit each particular lot.)

D. STREETS, EASEMENTS, AND RIGHTS OF WAY:

1. The Developer has not by its deed conveyed to the grantee any of the land in any platted street and has and hereby reserves all easements for utilities or drainage shown on the recorded plat and full rights of ingress and egress for itself, its agents, employees, and assigns over any part of the property for the purpose of installing and servicing the utilities and drains for which the easements are reserved.

2. No structures, including walls, fences, paving, or planting, shall be erected upon any part of the property which will

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**G. BUILDING PLANS SHALL BE APPROVED BY BUILDING COMMITTEE:**

All plans for buildings and other improvements shall first be approved in writing by a Building Committee to be appointed by the Developer, its successors, or assigns.

**H. COVENANTS AND RESTRICTIONS TO RUN WITH LAND:**

All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and the owner of an individual lot or parcel, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

**I. COVENANTS AND RESTRICTIONS, ENFORCEABLE JOINTLY AND SEVERALLY:**

Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

**J. ENFORCEMENT.** These restrictions and requirements may be enforced by an action at law or in equity by any of the lot owners in the subdivision or by the Developer.

**K. INVALIDITY CLAUSE.** Invalidation of any one of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

**L. DECLARATION OF RESTRICTIONS HERETOFORE RECORDED BY BOCA DEL MAR ASSOCIATES SHALL BE APPLICABLE TO LANDS DESCRIBED HEREIN.**

The provisions contained in Paragraph 4 (PARKING, TRASH.

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CLOTHESPOLES, ANTENNAE, HURRICANE OR STORM SHUTTERS), Paragraph 5 (NUISANCES), Paragraph 6 (LIVESTOCK AND POULTRY), Paragraph 7 (ARCHITECTURAL CONTROL) and Paragraph 8 (COMMUNITY TELEVISION ANTENNA) of the Declaration of Restrictions heretofore recorded by BOCA DEL MAR ASSOCIATES on April 10, 1974, in Official Records Book 2290, Page 1078, of the Public Records of Palm Beach County, Florida, shall be expressly applicable to the above and foregoing described lands as though set forth in full herein.

M. OWNERSHIP

No lot, nor any part thereof, in TERRA TRANQUILA, shall be sold, conveyed or leased to anyone other than a member in good standing of TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC. Declarer agrees to make this a condition to all conveyances made in TERRA TRANQUILA, so as to provide that the subdivision will be occupied by congenial persons and to insure proper and beneficial development of Declarer's land. The by-laws, rules and regulations from time to time promulgated by TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC., shall be binding upon its members as if set forth herein.

IN WITNESS WHEREOF 565 INVESTMENT CORP., a Florida corporation, has caused this instrument to be executed in its corporate name and its seal affixed this 11th day of July, 1975.

565 INVESTMENT CORP.

By: Richard E. Simmons  
President

ATTEST:

(Corp. Seal)

By: Richard E. Simmons  
Secretary

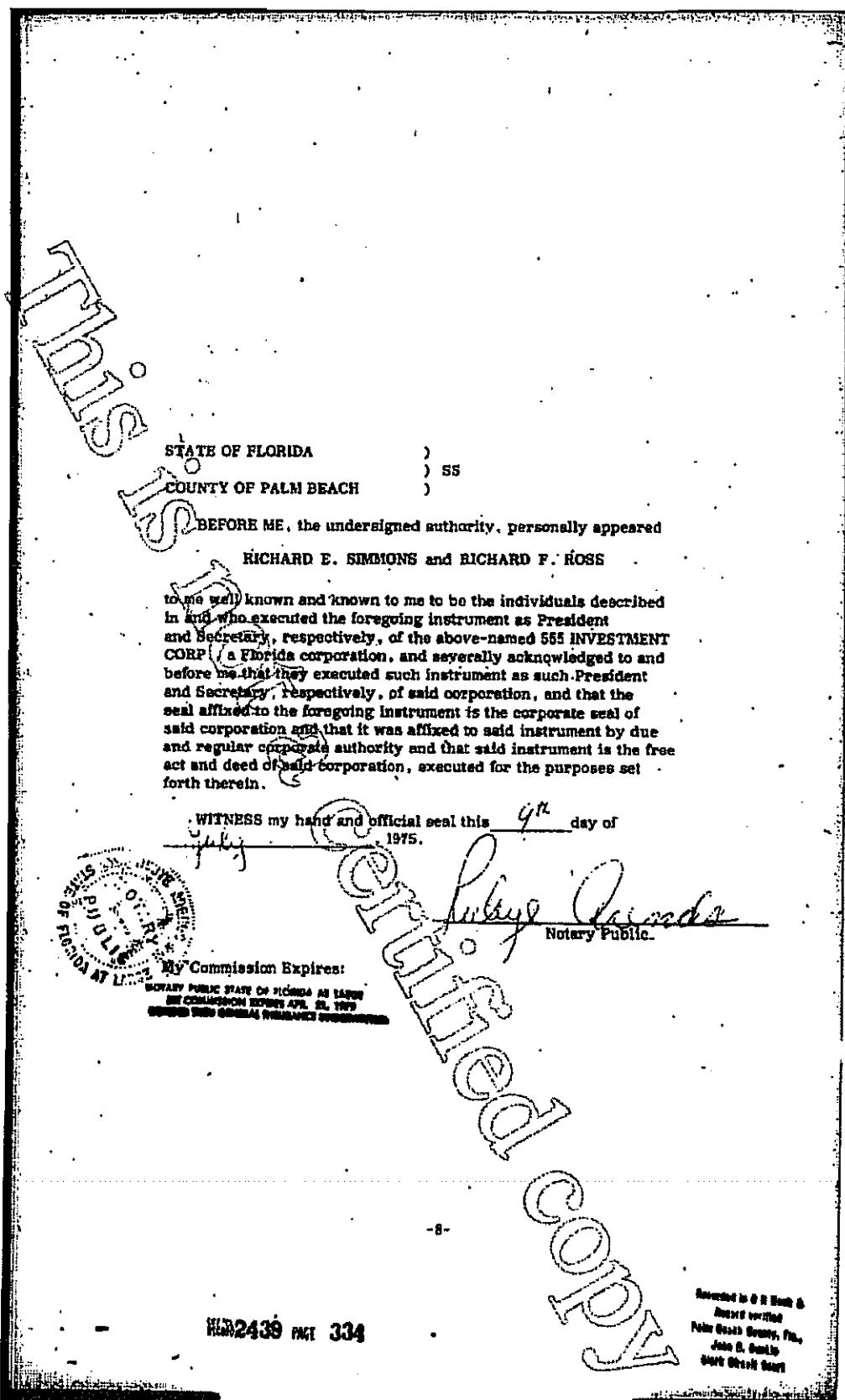


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REC-2439 FILE 333

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STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared

RICHARD E. SIMMONS and RICHARD F. ROSS

to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above-named 555 INVESTMENT CORP, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation, executed for the purposes set forth therein.

WITNESS my hand and official seal this 9<sup>th</sup> day of July, 1975.

Notary Public.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AS LAWS  
BY COMMISSION EXPIRES APR. 21, 1979  
CORPUS VERO GENERAL PUBLICITY CORPORATION

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HL2439 PAGE 334

Recorded in 88 Book 6  
Serial 10712  
Palm Beach County, Fla.  
John E. Smith  
Notary Public

TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC.

SECRETARY'S CERTIFICATION OF

AMENDMENT

TO THE

DECLARATION OF GENERAL COVENANTS AND RESTRICTIONS

I, RENEE RHODES, hereby certify that I am the Secretary of TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC., a Florida corporation, not for profit.

This certification pertains to certain amendments to the Declaration of General Covenants and Restrictions which relate to lands described as:

TERRA TRANQUILA, a subdivision according to the plat thereof, as recorded in Plat Book 31, Pages 22 and 23 of the Public Records of Palm Beach County, Florida,

which Declaration was filed in Official Records Book 2439 at Page 327 of the Official Records of Palm Beach County, Florida.

I further certify that in accordance with the provisions of said Declaration, Amendments thereto were duly passed, evidenced by an instrument containing said Amendments and signed by not less than seventy-five percent (75%) of the lot owners in the aforescribed subdivision.

The text and wording of said Amendments are as follows:

AMENDMENT 1.

COMMERCIAL AND RECREATIONAL VEHICLES No commercial vehicle, recreational vehicle, four-wheel drive vehicle, trailer or boat of any kind shall park or be parked at any time on a lot unless such a vehicle is in a garage or is a commercial vehicle in the process of being loaded or unloaded. No classification by the Department of Motor Vehicles or any other governmental agency shall be determinative of whether or not any vehicle, trailer or boat, etc., is in violation of these restrictions. The decision of the Board of Directors made in good faith

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and based upon substantial facts shall be binding.

AMENDMENT 2.

MAINTENANCE, STORAGE AND REPAIR OF BOATS AND VEHICLES - No maintenance, repair or storage of any boat or vehicle shall be permitted upon any lot except within an enclosed garage.

AMENDMENT 3.

GARAGE DOORS - Garage doors should normally be closed to enhance the appearance of the neighborhood and as a deterrent to crime.

IN WITNESS WHEREOF, I have signed this certificate the 27 day of February, 1984.

WITNESSES:

*[Handwritten signatures of witnesses]*

*[Signature: Renee Rhodes]*  
RENEE RHODES, Secretary

Attest:  
*[Signature: Kenneth L. Feigl]*  
KENNETH L. FEIGL, President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RENEE RHODES and KENNETH L. FEIGL, Secretary and President of TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC., a Florida corporation, not for profit, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same pursuant to their corporate authority.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of February, A.D. 1984.

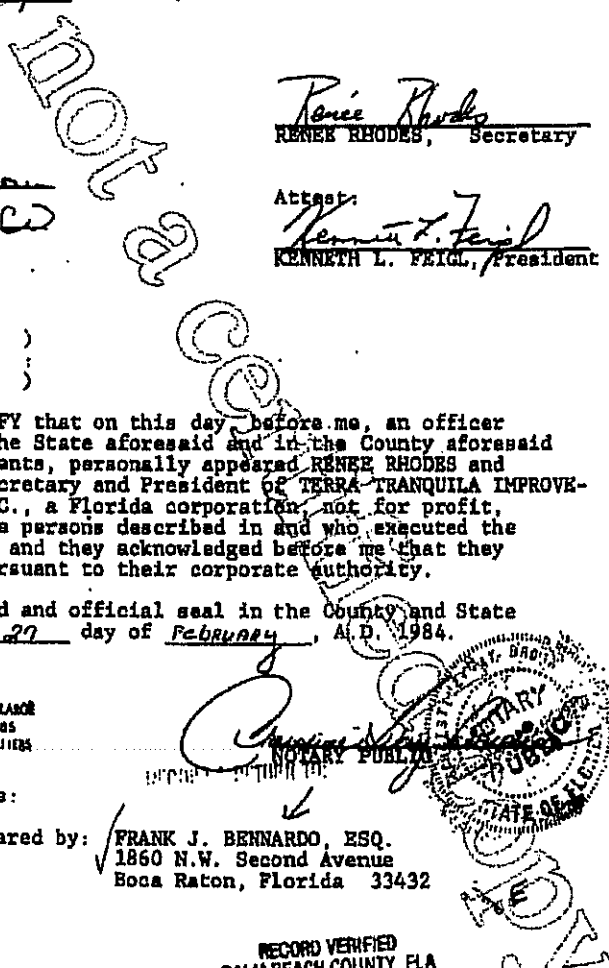
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 1 1985  
RONALD THAU GENERAL (P), UNRECORDED

My Commission Expires:

This Instrument prepared by:  FRANK J. BENNARDO, ESQ.  
1860 N.W. Second Avenue  
Boca Raton, Florida 33432

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

84175 P0178



PREPARED BY AND RETURN TO:

STEVEN T. UTSCHE, P.A.  
4800 North Federal Highway  
Suite 201-B  
Boca Raton, Florida 33431  
Telephone: (407) 395-5100

DEC-18-1991 09:32am 91-357410

ORB 7058 P. 232

**CERTIFICATION OF AMENDMENT  
TO THE DECLARATION OF GENERAL COVENANTS AND RESTRICTIONS  
IN AND FOR TERRA TRANQUILLA IMPROVEMENT ASSOCIATION, INC.**

WE, JOHN ZELLS and PAUL FARRELL, hereby certify that we are the President and Secretary, respectively of Terra Tranquilla Improvement Association, Inc., a Florida Corporation, not-for-profit.

The purpose of recording this Certification is to amend the Declaration of General Covenants and Restrictions which relate, touch and concern all of the real property known as:

TERRA TRANQUILLA, a subdivision according to the Plat thereof, as recorded in Plat Book 31, Pages 22 and 23, of the Public Records of Palm Beach County, Florida.

WHEREAS, the Declaration of General Covenants and Restrictions in and for Terra Tranquilla was filed in Official Record Book 2439, Page 327 of the Official Records of Palm Beach County, Florida, and

WHEREAS, said Declaration of Restrictive Covenants provides that it may be amended by an instrument signed by not less than seventy five (75%) percent of the then lot owners and recorded in the Public Records of Palm Beach County, Florida, and

WHEREAS, fifty two (52) out of sixty eight (68) of the present lot owners have signed an instrument amending the Declaration of General Covenants and Restrictions in certain respects, said number equalling in excess of seventy five (75%) percent of the lot owners of the subdivision known as Terra Tranquilla, and

WHEREAS, we affix our signatures hereto to certify that the amendments set forth below were approved and the approval is evidenced by an instrument signed by more than seventy five (75%)

JRB 7058 P# 233

percent of the lot owners of Terra Tranquilla.

NOW THEREFORE, the Declaration of General Covenants and Restrictions is amended as follows:

Section B(11) "Permitted and Prohibited Uses" is amended to read as follows:

No boats, commercial vehicles, trucks, pickup trucks, trailers, conversion vans or recreational vehicles, except for four wheel passenger automobiles, shall be placed, parked or stored overnight upon any lot except within an enclosed garage, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any lot, except within an enclosed garage.

"Commercial Vehicles" as used in the above paragraph shall be vehicles with advertising or a business or other designation inscribed thereon and includes a prohibition against vehicles used for business purposes which contain or transport a visible inventory, tools of the trade, such as paint cans, brushes, pool supplies, ladders, regardless of whether advertising or a business designation is inscribed thereon.

A new provision is added to the Declaration as Section B(11) (a) which shall read:

"Garage doors - Garage doors should normally be closed to enhance the appearance of the neighborhood and as a deterrent to crime."

A new provision is added as Section B(16) which shall read:

"Attorney's Fees - Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said Conditions, Covenants or Restrictions, and to prevent the violation or breach of any of them. The Association shall be entitled to all expenses of litigation, should litigation be necessary to enforce these restrictions and covenants. Expenses of litigation shall include court costs and reasonable attorney's fees including appellate proceedings."

Attached to this Certification is an original instrument numbering five (5) pages in length and containing the signatures of fifty two (52) of the homeowners at Terra Tranquilla. We hereby certify that these are the actual signatures of said homeowners.

SRB 7058 Pg 234

In witness whereof, we hereby sign this Certificate evidencing the homeowners amendment to the Declaration of General Covenants and Restrictions in and for Terra Tranquilla this 6<sup>th</sup> day of DECEMBER, 1991.

TERRA TRANQUILLA IMPROVEMENT ASSOCIATION, INC.

*[Handwritten signatures]*  
Witness  
Witness  
Witness

*[Handwritten signature]*  
JOHN SELLS, President

*[Handwritten signature]*  
ATTEST: PAUL FARRELL, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments and oaths in the State of Florida, personally appeared John Sells and Paul Farrell, President and Secretary of Terra Tranquilla Improvement Association, Inc., a Florida not-for-profit corporation, who executed the foregoing instrument and acknowledged before me that they executed the same pursuant to their authority vested in them by law and on behalf of the said corporation and acknowledged, tested and swore that the signatures on the attached instruments are actual, true and correct original signatures of homeowners living in Terra Tranquilla and that said signatures comprise more than seventy five (75%) percent of the then lot owners in Terra Tranquilla.

Witness my hand and official seal in the County and State in the County of Palm Beach, State of Florida this 6<sup>th</sup> day of DECEMBER, 1991.

*[Handwritten signature]*  
Notary Public State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 03/31/1992  
EXPIRES 03/31/1992

JRB 7058 P4 235

**PETITION FOR  
PROPOSED DEED RESTRICTION REVISIONS**

We, the following Terra Tranquilla property owners, are in agreement with the proposed deed restriction revisions shown below. We understand that no amendment to the existing Terra Tranquilla General Covenants and Deed Restrictions can be implemented unless this instrument is signed by not less than 75% of the existing lot owners.

**BEGINNING OF AMENDMENTS**

**TO SECTION B**

**PERMITTED AND PROHIBITED USES:**

Amending Paragraph 11: No boats, commercial vehicles, trucks, pick-up trucks, trailers, conversion vans or recreational vehicles, except for four wheel passenger automobiles, shall be placed, parked or stored overnight upon any lot, except within an enclosed garage, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any lot, except with an enclosed garage. "Commercial vehicles" as used in this paragraph shall be vehicles with advertising or a business or other designation inscribed thereon and includes a prohibition against vehicles used for business purposes which contain or transport visible inventory, tools of the trade such as paint cans, brushes, pool supplies, and ladders, regardless of whether advertising or a business designation is inscribed thereon.

11a Garage Doors - Garage doors should normally be closed to enhance the appearance of the neighborhood and as a deterrent to crime.

**ADDING A NEW PROVISION: Section 16**

**Attorney's Fees.** Violation or breach of any condition, covenants or restriction herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants, or restrictions, and to prevent the violation or breach of any of them. The Association shall be entitled to all expenses of litigation should litigation become necessary to enforce these restrictions and covenants. Expenses of litigation shall include court costs and reasonable attorney's fees including appellate proceedings.

**ONLY ONE SIGNATURE PER HOUSEHOLD REQUIRED:**

- Paul A. Farrell 6821 CALLE DEL PAZ South.
- Dennis Gurula 6836 CALLE DEL PAZ So.
- Frank D. Lewis 6812 CALLE DEL PAZ No.
- William Wood 6847 CALLE DEL PAZ So.
- John V. Z... 6778 CALLE DEL PAZ S.
- Gene Z. Fenzl 6872 CALLE DEL PAZ N.
- Elaine K. Barber 6811 Calle Del Paz N.
- William Whisher 6823 Calle Del Paz N.
- Richard G. Paulwell 6765 CALLE DEL PAZ S.
- James Brown 6807 Calle Del Paz S.
- Martin Owen 6764 Calle Del Paz S.
- Thomas D. Meigs 6830 Calle Del Paz S.
- Bart Rolins 6837 Calle Del Paz S.

JRB 7058 P# 236

**PETITION FOR  
PROPOSED DEED RESTRICTION REVISIONS**

We, the following Terra Tranquilla property owners, are in agreement with the proposed deed restriction revisions shown below. We understand that no amendment to the existing Terra Tranquilla General Covenants and Deed Restrictions can be implemented unless this instrument is signed by not less than 75% of the existing lot owners.

**BEGINNING OF AMENDMENTS**

**TO SECTION B**

**PERMITTED AND PROHIBITED USES:**

Amending Paragraph 11: No boats, commercial vehicles, trucks, pick-up trucks, trailers, conversion vans or recreational vehicles, except for four wheel passenger automobiles, shall be placed, parked or stored overnight upon any lot, except within an enclosed garage, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any lot, except with an enclosed garage. "Commercial vehicles" as used in this paragraph shall be vehicles with advertising or a business or other designation inscribed thereon and includes a prohibition against vehicles used for business purposes which contain or transport visible inventory, tools of the trade such as paint cans, brushes, pool supplies, and ladders, regardless of whether advertising or a business designation is inscribed thereon.

11a Garage Doors - Garage doors should normally be closed to enhance the appearance of the neighborhood and as a deterrent to crime.

**ADDING A NEW PROVISION: Section 16**

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**ONLY ONE SIGNATURE PER HOUSEHOLD REQUIRED:**

- [Signature]* 6886 Calle del Paz N. Box 1844 P.R. 33433
- [Signature]* 6858 Calle del Paz, N.
- [Signature]* 6897 Texas (Tranquilla Drive)
- [Signature]* 6903 CALLE DEL PAZ-S.
- [Signature]* 6903 TERRA TRANQUILA DR
- [Signature]* 6873 Ave del Paz
- [Signature]* 6900 Calle del Paz
- [Signature]* 6917 Calle D. Paz
- [Signature]* 6945 calle del PAZ So
- [Signature]* 6970 Calle del Paz, W.
- [Signature]* 6966 Calle del Paz South
- [Signature]* 6865 Calle del Paz
- [Signature]* 6800 Calle del Paz
- [Signature]* 6799 Calle del Paz N.



CRB 7058 Ps 237

**PETITION FOR  
PROPOSED DEED RESTRICTION REVISIONS**

We, the following Terra Tranquilla property owners, are in agreement with the proposed deed restriction revisions shown below. We understand that no amendment to the existing Terra Tranquilla General Covenants and Deed Restrictions can be implemented unless this instrument is signed by not less than 75% of the existing lot owners.

**BEGINNING OF AMENDMENTS**

**TO SECTION B**

**PERMITTED AND PROHIBITED USES:**

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**ONLY ONE SIGNATURE PER HOUSEHOLD REQUIRED:**

- Roy Carpenter 6984 Calle Del Paz W
- Conrad Peoples 6888 Calle Del Paz W
- Gregory B. Grant 6974 Calle Del Paz W
- John Catron 6942 Calle Del Paz S
- Thomas Marshall 6861 Calle Del Paz S
- William C. Watson 6860 Calle Del Paz S
- Jerry Cantu 6874 Calle Del Paz S
- Paul R. Shue 6887 Calle Del Paz S
- M.H. Harris 6707 Calle Del Paz S
- Andrew J. Giovanni 6741 Calle del. Paz S
- Helen C. Henderson 6846 Calle Del Paz W
- Alfred J. Trachsel 6909 Terra Tranquilla Blvd.
- A.H. 10915 Calle Del Paz N
- James Thompson 6829 Calle Del Paz A.

CRB 7058 Ps 238

**PETITION FOR  
PROPOSED DEED RESTRICTION REVISIONS**

We, the following Terra Tranquila property owners, are in agreement with the proposed deed restriction revisions shown below. We understand that no amendment to the existing Terra Tranquila General Covenants and Deed Restrictions can be implemented unless this instrument is signed by not less than 75% of the existing lot owners.

**BEGINNING OF AMENDMENTS**

**TO SECTION B**

**PERMITTED AND PROHIBITED USES:**

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**ONLY ONE SIGNATURE PER HOUSEHOLD REQUIRED:**

<i>[Signature]</i>	6759 Calle Del Paz So.
<i>[Signature]</i>	6824 Calle Del Paz N.
<i>[Signature]</i>	6900 Calle Del Paz N.
<i>[Signature]</i>	6894 Terra Tranquila
<i>[Signature]</i>	6773 Calle Del Paz N.
<i>[Signature]</i>	0943 Calle Del Paz N.
<i>[Signature]</i>	6884 Terra Tranquila
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JRB 7058 Pg 239

**PETITION FOR  
PROPOSED DEED RESTRICTION REVISIONS**

We, the following Terra Tranquilla property owners, are in agreement with the proposed deed restriction revisions shown below. We understand that no amendment to the existing Terra Tranquilla General Covenants and Deed Restrictions can be implemented unless this instrument is signed by not less than 75% of the existing lot owners.

**BEGINNING OF AMENDMENTS**

**TO SECTION B**

**PERMITTED AND PROHIBITED USES:**

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**ONLY ONE SIGNATURE PER HOUSEHOLD REQUIRED:**

*Mrs. & Mrs. Louis Akh* 6901 Calle del Rey W.  
*Rafael de la Cruz* 6887 Terra Tranquilla Dr.  
*Donald M. Ellis* 6897 Calle Vista W.

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RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN D. DUNKLE  
CLERK CIRCUIT COURT