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The Instrument was Prepared By:

Robert B. Tanner

NAME

555 S. Federal Hwy.

ADDRESS

Boca Raton, 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.

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

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Boca Raton, Fla. 33432

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

B. PERMITTED AND PROHIBITED USES:

1. 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

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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interfere with the rights of ingress and egress provided in subparagraph (1) hereof.

E. DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS AND SERVITUDES.

The covenants, restrictions, reservations, and servitudes herein set forth shall continue in full force and effect until January 1, 2005, and continued thereafter for ten year intervals unless terminated earlier by the consent of the owners of at least seventy five percent of the entire subdivided lands. This Declaration may be amended by an instrument signed by the Developer only or by an instrument signed by not less than seventy five percent of the then lot owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida, in order to be effective.

F. ASSESSMENT FOR MAINTENANCE OF ROADS, STREETS, AND OTHER PUBLIC SERVICES.

The owners of individual lots or parcels for themselves, their heirs, executors, and assigns covenant and agree to pay annually their pro rata share of the cost to maintain a lighting system, the cost of maintaining the common areas, and the cost of providing other reasonable and necessary public services including, but not limited to, fire protection, police protection, and garbage and trash collection. Grantee's assessment in this regard shall be paid promptly when same becomes due and in the event of grantee's failure to pay same promptly when due shall constitute a lien upon the above described premises when filed among the Public Records of Palm Beach County and same may be enforced in equity as in the case of any lien foreclosure. Such annual assessment shall accrue to the benefit of and may be enforced by TERRA TRANQUILA IMPROVEMENT ASSOCIATION, INC., a Florida non-profit corporation. At such time as any public body shall undertake to maintain the roads and streets and provide the other public services contemplated herein, this covenant shall as to same cease, terminate, and be held for naught.

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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 9 (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, 555 INVESTMENT CORP., a Florida corporation, has caused this instrument to be executed in its corporate name and its

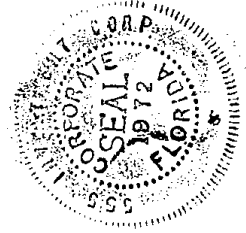
seal affixed this 9<sup>th</sup> day of July, 1975.  
555 INVESTMENT CORP.

By: Richard E. Simmons  
President

ATTEST:

By: Richard Howard  
Secretary

(Corp. Seal)



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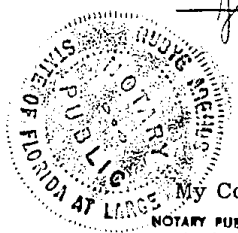
STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH )

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.



Rudy E. Cross  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 21, 1978  
COVERED THRU GENERAL INSURANCE UNDERWRITEN