

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF GENERAL
CONVENANTS AND RESTRICTIONS IN AND FOR TERRA TRANQUILA
IMPROVEMENT ASSOCIATION, INC. ("DECLARATION")**

WHEREAS, the Declaration was recorded in the Public Records of Palm Beach County in Book 2439, Page 327, as it may have been amended from time to time, and,

WHEREAS, the Declaration provides it may be amended by any 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, attached hereto as Exhibit "A" are the amendments to the Declaration approved by not less than seventy five (75%) percent of the lot owners.

WHEREAS, attached hereto as Exhibit "B" is an instrument signed by not less than seventy five (75%) percent of the lot owners.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the Declaration are true and correct copies of the amendments approved by the lot owners.

[Signatures on Following Page]

WITNESS my signature hereto this 15th day of December, 2022 at , Palm Beach County, Florida.

Witness 1: Kenneth M. Braid

Print Witness 1 Name:

Kenneth M. Braid

Witness 2: Kathleen A. Braid

Print Witness 2 Name:

KATHLEEN A. BRAID

Terra Tranquila Improvement Association, Inc.

By: Ryan Donnelly
Ryan Donnelly, as President

Attest: Frank Lewis
Frank Lewis, as Treasurer

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 15th day of December, 2022 before me personally appeared Ryan Donnelly and Frank Lewis, the President and Treasurer respectively, of Terra Tranquila Improvement Association, Inc., acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged the facts therein stated are true as set forth. They are personally known to me or have provided _____ as identification and did take an oath. In the absence of indication of a type of identification, they are personally known to me.

My Commission Expires: 4.18.2026

Print Notary Name: KATHLEEN A. BRAID

Kathleen A. Braid
Notary Public



EXHIBIT A

**AMENDMENTS TO DECLARATION OF GENERAL COVENANTS AND
RESTRICTIONS IN AND FOR TERRA TRANQUILA IMPROVEMENT
ASSOCIATION, INC.**

Amendment to Section B, 11 of the Declaration of General Covenants and Restrictions

The following is language of Section B, 11 of the Declaration of General Covenants and Restrictions "Permitted and Prohibited Uses" shall be amended as follows. Underlined language is new and stricken language is deleted:

Parking outside of a garages shall be limited to vehicles intended for and used as routine passenger transportation. All other vehicles shall be stored inside of owners' garages when not in use. 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~~ between the hours of 9:00 P.M. and 7:00 A.M. upon any lot except within an enclosed garage, nor shall any maintenance or repair be performed upon any boat or motor vehicle 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 a paint cans, brushes, pool supplies, ladder, regardless of whether advertising or a business designation is inscribed thereon. The language of this amendment shall supersede any inconsistent provisions found elsewhere in the governing documents.

Amendment to Section B adding a new Paragraph 16

An entirely new paragraph 16 shall be added which states:

16. Leasing and Sales

A. The Terra Tranquila community is intended for permanent, long term, residents. In an effort to avoid the transient environment that results when Lots are purchased for investment and leasing, a Lot may not be leased or occupied by anyone other than the Owner and his immediate family (mother, father, children and siblings) and non-paying guests for under 30-day visits until an Owner has held title for a minimum of twelve (12) months. Following twelve months of ownership, an Owner may lease his Lot with the approval of the Association. The date an owner acquired title shall be determined by the date the

deed, certificate of title or other evidence of title was recorded in the Public Records.

B. No sale of a lot in the Terra Tranquila community shall be valid to convey title unless the proposed sale is approved by the Board of Directors as provided herein.

C. The consent of the Association required to sell or lease a Lot shall be obtained in the following manner:

a) A Lot Owner intending to lease his Lot or any interest in it shall be responsible to send by certified mail, return receipt requested to the Association at its principal place of doing business written notice of such intention, together with the completed HOA application for approval. A condition of approval may include a requirement that the applicant agree to permit the Association to obtain a background check and credit report for each owner and proposed occupant.

b) The Association may charge reasonable fees determined by the Board of Directors for processing the request for approval and for paying for any outside services used by the Association in connection with the application. Said fees shall be in amounts determined by the Board of Directors in its discretion but shall be no less than \$100.00.

D. If the application is a sale, the lot owner may accompany the application with a demand that, if the event that the Association denies the application for a reason other than the lack of qualification of the applicant as described herein, the Association provide an alternative purchaser on identical terms as the denied applicant. A failure to include such a demand with the application shall be construed as a waiver of the right to demand that the Association provide a substitute purchaser. If a demand is timely submitted, the application is denied and the Association fails to produce a contract by an approved alternative purchaser within 30 days of the denial, the applicant shall be deemed approved despite the Association's denial.

E. The following circumstances shall be considered violations of these Covenants and Restrictions, shall disqualify an applicant and the Association may disapprove an application to sell or lease where any of the following circumstances exist. The following shall be construed as matters which disqualify an applicant from residing in the community:

a) There are any unresolved violations of the governing documents or rules by the Owner of the lot to which the application relates;

b) The application reflects (or the Association otherwise discovers) that the applicant would, upon taking occupancy of the premises be in violation of any provision of the governing documents;

c) The owner is delinquent in the payment of any sums owed the Association whether said sums are in the form of a lien for delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the owner (approval may be made subject to a commitment from the prospective purchaser that he will pay the amounts owed at closing);

d) Any proposed owner or occupant of the Lot is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list from another jurisdiction; or,

e) Any proposed owner or occupant of the subject Lot has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon.

F. No lease may be for a period of less than a term of three consecutive months. Renting lots as short term or vacation rentals for less than three months is prohibited. No lot may be leased or rented more than three times in any calendar year.

Amendment to Section M

(Underlined language is new and stricken language is deleted)

~~No lot, nor any party 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 of all conveyances 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 set forth herein.

Pages 6 – 19 of this document are signature pages