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This instrument was prepared by
✓ Alan Pinkwasser, Esq.
NAME
2145 N.E. 204th Street
ADDRESS
North Miami Beach, FL.
CITY AND STATE
935-2400

DECLARATION OF RESTRICTIONS

THIS DECLARATION made by INDIAN TRAIL VILLAS INC., a Florida Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to INDIAN TRAIL HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean a platted lot shown upon the recorded plat of the Properties with the exception of the Common Area.

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Section 6. "Declarant" shall mean and refer to INDIAN TRAIL VILLAS INC., its specific successors and assigns as set forth in ARTICLE XIII, hereof.

Section 7. "Articles and By-Laws." It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

ARTICLE II

ANNEXATION

Section 1. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, the lands described in Schedule 1, attached hereto and made a part hereof, consisting of proposed additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. No consent from any other party, including Class A Members, or any mortgagees of any Lots, shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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(a) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association.

(b) Restrictions contained on any and all plats filed separately with respect to all or any part or parts of the property.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure.

(d) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members, and without prior written consent of Declarant if Declarant is the owner of one or more Lots.

(f) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Title to Common Areas. At its election, the Developer may retain the legal title to all or any part of the Private Drives and Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Private Drives and Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 3. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to one hundred and twenty-five votes. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier:

(a) Upon the conveyance by Declarant of the 125th Lot which is located within a portion of the Properties; or,

(b) on December 31, 1985.

ARTICLE V

PURPOSE OF ASSESSMENT

The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in INDIAN TRAIL VILLAS, and in particular for the improvement and maintenance of the Common Areas, and Private Drives for landscaping and for other community improvements on boundaries or in rights of way (including maintenance of the gatehouse), including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and are undertaken by it.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessment. The Declarant hereby covenants, creates and establishes, and each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE VI and Section 8 of ARTICLE XI regarding an Exemption of Declarant:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(b) Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Lot on the day of the conveyance of title of each Lot by Declarant (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessment in effect at that time shall be adjusted according to the number of days remaining in the calendar year after such date. Declarant shall have the option, in its sole discretion, until such time that title to each Lot has been conveyed to a Purchaser, to either: (i) contribute such funds to the extent necessary to pay any difference between annual assessments in effect at the time derived from titled Lots and the actual operating costs of the Association; or (ii) pay the annual assessment in effect at that time for each Lot to which it has not conveyed title.

Section 4. Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot; provided, however that, until such time as the Developer owns no Lots in INDIAN TRAIL VILLAS, the Developer may elect to have the maintenance

costs attributable to the unsold Lots owned by the Developer calculated as follows: the total amounts charged for common expenses to Lot Owners who have taken title to same will be deducted from the total common expenses as incurred by the Association, and the deference shall be the contribution of the Developer to cover the common expenses for the unsold Lots. Developer's election under this paragraph shall be made prior to the year for which assessments are payable and shall be effective only for the year for which the election is made. In subsequent years, Developer may, at its option make the election provided herein. The decision of Developer to elect or not elect under this Paragraph for any one year shall not affect its right to make the election in future years.

Section 5. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(a) Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid. When the Developer owns no Lots in INDIAN TRAIL VILLAS any such assessment shall first be authorized by a vote of two-thirds of the members of the Association.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 plus interest at the highest maximum permissible rate per annum for individuals beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property within 30 days after the due date. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage excluding purchase money mortgages to persons or entities other than Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, in the event of a sale or transfer of any Lot pursuant to the foreclosure of such a first mortgage, or any proceeding in lieu thereof, such assessments which became due prior to such sale or transfer unless the assessment is secured by a Notice of Lien recorded in the public records prior to the recording of the subject mortgage. No sale or transfer shall relieve such new Lot or Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection by means other than foreclosure.

Section 7. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Areas, Private Drives and;

(c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

ARTICLE VII

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Areas. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Dwellings and Lots. The Association shall at all times maintain the finished exterior surfaces of the dwelling and other improvements as originally constructed by Declarant, including the exterior walls, or exterior roof, exterior lights and fences, but specifically excluding all windows and screening. This maintenance obligation pertains only to the exterior surfaces, any maintenance, repairs or replacement of improvements under the exterior surface is the obligation of the Owner thereof. Further the Association shall maintain, repair and replace all landscaped portions of the Lots, all grassed swale areas along road right-of-ways, pool area if any, and building facilities including toilets by pool area, if any, its facilities inclusive of pool pump, if any, electric for pool, if any, water meters, electric meters, street lighting, trash removal, carry general liability insurance on Association areas, maintain water control devices and mechanics titled to the Association, and the sprinkler system and walkways on each Lot, provided, however, as to the area on a Lot, adjacent to a dwelling, which is fenced in as a private area, the maintenance obligation shall be the Owner of such Lot, not the Association.

Section 3. Gatehouse and Entranceway. The Association shall have the obligation to maintain the gatehouse and any malls, signs, and/or walls which constitute any entranceway to INDIAN TRAIL VILLAS from public streets. The gates and all of such malls, signs and walls shall be deemed Common Areas.

Section 4. Enclosures, Berms, Walls, etc. All berms, walls and other devices used to enclose INDIAN TRAIL VILLAS from adjoining lands and public streets shall be maintained by the Association. To the extent that such berms, walls or other enclosures may encroach over the boundary lines of Lots, such encroachments are hereby permitted and an easement for such encroachment is hereby created. Notwithstanding such possible encroachments, Lot Owners are prohibited from performing any maintenance on such enclosures and are further prohibited from altering, modifying or in any way changing such berms, walls or other devices it being the intention of the Developer that all maintenance be performed in uniform manner exclusively by the Association and that such devices retain a uniform appearance.

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Section 5. Private Drives and Common Areas. The Association shall at all times maintain the Private Drives, private roads, parking spaces and Common Areas in good condition and repair.

Section 6. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit the authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 7. Others. Where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas within the right-of-way of abutting public streets or roads and areas within drainage canal right-of-way.

ARTICLE VIII

COMMON AREA

Section 1. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit, and every member shall have a right of enjoyment in the Common Area.

Section 2. Extent of Members' Easements. The members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and regulations for the use of the common areas;

(b) the right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the rules and regulations;

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(c) the right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Developer and of fifty-one percent (51%) of the votes of the owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;

(d) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of the Owners, agreeing to such dedication or transfer, has been recorded.

Section 3. Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the rules and regulations.

Section 4. Damage or Destruction of Common Area by Owner. In the event any common area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the unit as provided herein.

Section 5. Title to Common Area. The Declarant may retain the legal title to the common area or portion thereof until such time as it has completed improvements on the properties, but notwithstanding any provisions hereto, the Declarant hereby covenants that it shall convey the common area and portions thereof to the Association, free and clear of all liens and financial encumbrances not later than the completion and sale of the last unit. Members shall have all the rights and obligations imposed by the Declaration with respect to such common area.

Section 6. Each lot owner shall give to the Association an easement to their property to perform any covenant herein.

Section 7. Declarant may dedicate any and all private roads to the Association. At the time of said dedication the Association shall then be responsible for the maintenance and repairs of said roads and any addendum areas dedicated inclusive of insurance with regard to same.

ARTICLE IX

MAINTENANCE OBLIGATION OF LOT OWNERS

Section 1. Owner's Responsibility. Each Lot owner is responsible for the repair, maintenance and/or replacement at his expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense the roof and all structural, electrical, mechanical and plumbing elements thereof, excluding the maintenance of the exterior surface thereof, the maintenance of which is the responsibility of the Association in accordance with the provisions hereinabove provided. Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls, (except for windows and screens) roof or fence located on a Lot and planting of additional landscaping except within the fenced area.

Section 2. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE IX ; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized modifications or additions to his dwelling or to any other portion of his Lot which violates ARTICLE VIII or IX or the provisions of ARTICLE XI.

The Association, after approval by two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized modifications or additions. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

SUBJECT X

EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other Lot or improvement thereon, for any

reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist. The same shall apply to parking spaces for each lot owner.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, swimming pool area, aerial, antenna, sewer, drain disposal system, paving, retaining wall or other structure of any kind be erected, constructed, placed or maintained on the Property, nor shall any alteration, addition, changing, repairing, remodeling, or adding to the exterior thereof or to the landscaping (except for the privacy area) be made, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefor, including front, side and rear elevations and floor plans for each floor and basement, and two plot plans indicating and fixing the exact location of such structures or such altered structure on the Lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by an Architectural Committee.

Section 2. Membership to Committee. The Architectural Committee shall consist of the following:

WILLIAM KRAUT

ALAN PINKWASSER

In the event of the resignation, failure, refusal or inability of any member to act, and in the event Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Criteria.

(a) The Architectural Control Committee shall adopt criteria from time to time for making decisions relating to approval or disapproval of Plans submitted. Such criteria may be amended from time to time by the Architectural Control Committee. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the Lot Owner purchases his Lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring Lots, aesthetic qualities and quality of construction.

(c) It is intended that the Architectural Control Committee have flexibility in determining criteria based on the existing structures at the time the members of the Architectural Control Committee are sitting; provided, however, that no amendments or revision of the criteria shall be applicable to a request for approval of an addition, change, improvement or alteration received by the Architectural Control Committee prior to the adoption of such amendment or revision.

(d) All submissions to the Architectural Control Committee shall be considered on an individual basis. The fact that an identical or similar submission may have been approved or disapproved by the Architectural Control Committee may be considered by the Architectural Control Committee but such prior determination shall not be binding on the Architectural Control Committee with respect to its decision on any pending submission.

Section 4. Endorsement of Plans. Approval of plans, specifications and location of buildings by the Architectural Control Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

Section 5. Construction to be in Conformance With Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee. Upon completion of the improvements or alterations, the Lot Owner shall give written notice of said completion to the Architectural Committee.

Section 6. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE XI unless notice to the contrary shall have been recorded in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 7. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 8. Declarant Exempt. The Declarant and Lots owned by Declarant shall be exempt from the application of this ARTICLE XI and Declarant therefore is not obligated to comply with the provisions hereof.

Section 8. Compliance with Law. Even though such addition, change, improvement or alteration has been approved, it shall conform to the applicable laws and codes then in effect promulgated by Palm Beach County, Florida or its successor.

SECTION XII

RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns any property affected by this Declaration, the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, use the Common Area, and show unsold dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress and for drainage and utilities service over, upon and the Properties, so long as any said easements do not run under any residences on the Lots nor interfere with the intended uses of any portion of the Properties.

ARTICLE XIII

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be decded, conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIV

RULES, REGULATIONS AND RESTRICTIONS

Section 1. Rules and Regulations. Every Owner's use and enjoyment of his Lot shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to the use by an Owner of his Lot.

Section 2. Restrictions; Covenants Running with the Land. The agreements, covenants, and conditions and restrictions set forth in the attached Exhibit are incorporated herein and made a part hereof as if fully set forth herein and shall constitute an easement and servitude in and upon the lands described in ARTICLE I and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owner(s) and failure to enforce any building restrictions, covenants, conditions, obligations, reservations, rights, powers, or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of Developer and/or Association with respect to parties aggrieved by such failure.

Section 3. Remedies for Violation. Violation or breach of any condition, restriction or covenant herein contained shall give the Developer and/or 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, restrictions, or covenants, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or Association in seeking such enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 4. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, the Developer is irrevocably empowered to sell, lease, or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lots. The Developer shall have the right to transact any business necessary to consummate sales of said Lots, including but not limited to the right to maintain and use models and sales areas, have signs, have employees in the offices, use the Private Drives, Common Areas and Lakes, and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of the Developer.

ARTICLE XV

PROHIBITED USES

Section 1. No Owner, lessee, their guests or visitors shall make or permit any disturbances that will interfere with the rights, comforts or conveniences of others.

Section 2. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for depositing his garbage and trash in dumpster located in a designated trash area. Trash shall be placed in receptacles. For sanitary reasons, all trash and garbage shall be in plastic bags and tied securely before being placed in closed trash receptacles. In no event shall trash be placed outside of the trash receptacles.

Section 3. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed.

Section 4. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot and shall be walked only on areas designated for pets by the Board of Directors, if any.

Section 5. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 6. Except in the Common Area, no swimming pool or appurtenant pump house shall be constructed, or erected.

Section 7. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties, Lots of Common Area except on the surfaced parking area of the Common Area. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc.

Section 8. No outdoor clothes drying shall be allowed. No exposed antennae shall be allowed.

Section 9. Unit owners may install hurricane shutters, however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and can be completely removed thereafter.

Section 10. No signs shall be placed , erected or displayed on any exterior portion of the dwelling, courtyard, or window or dwelling. An area within the recreation area shall be provided for posting such notices.

Section 11. No trade or business shall be conducted, nor any commercial use made of any residential Lot.

Section 12. No solicitors permitted on the property.

Section 13. No elevations of the Lots can be modified in INDIAN TRAIL VILLAGES.

Section 14. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 15. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to tother Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof.

Section 16. No offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions shall be strictly observed.

Section 17. No television or radio masts, towers, poles antennas, aerials, or appurtenances may be erected, constructed or maintained.

Section 18. The following restrictions set forth in this ARTICLE XV shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties; Sections: Sections 1,3, 7,10,11,14,15 and 17.

Section 19. All mortgagees of unit owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all units upon which they have a mortgage loan.

Section 20. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as pro-

granted and approved by the Declarant. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that for a period of three (3) years commencing from the recording of this Declaration in the Public Records of Palm Beach County, Florida the Declarant's written consent must first be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

ARTICLE XVII

COMMON PROPERTY REAL ESTATE TAXES

The Association shall be billed annually by the Palm Beach County Tax Collector's office for the real estate tax on the property owned by the Association. Each Unit Owner shall be responsible for an equal share of that tax. The Association shall bill each unit Owner for his equal share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within thirty (30) days, interest shall be charged at the rate of eighteen (18%) percent per annum from its date until paid. The Association shall have the right to pay the unit Owners share of the tax and to file a lien against the property of such unit Owner who shall fail to make the required payment. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the bill or enforcement of the lien.

ARTICLE XVIII

ARBITRATION

In the event of any dispute arising under any provisions herein, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE XIX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings (including fences, if any) upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Lots abutting same.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Lot shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Rights to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Article, any other affected Owner is entitled to file a lien in the public Records or the Lot of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage.

ARTICLE XX

UTILITIES

Section 1. Drainage System. The Association is obligated to maintain the drainage system, which is installed upon the Properties in satisfactory operating condition. Since this system is connected with the public drainage system maintained by the Village of Royal Palm Beach, in the event that the Association fails to maintain the drainage system on the Properties so as to cause said public drainage system to not satisfactorily operate, the Village of Royal Palm Beach is hereby authorized to enter the Properties and perform the necessary maintenance such that the public drainage system can satisfactorily operate. The Association shall be obligated to reimburse the Village for its expenses in performing the maintenance necessary for the public drainage system to satisfactorily operate.

Section 2. Sanitary Sewer. The Association is obligated to maintain the six-inch sanitary sewer lateral lines installed on the Properties which extend from the eight-inch sanitary sewer main lines to the four-inch sanitary sewer house service lines on each lot. The utility company is obligated to maintain the eight-inch sanitary sewer main lines while each lot owner is obligated to maintain the four-inch sanitary sewer house service line installed on his lot. The Association is not obligated for the cost and expense of said four-inch sanitary sewer house service line.

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ARTICLE XXI - MISCELLANEOUS

Section 1. It is acknowledged that Tract 1 as noted on INDIAN TRAIL VILLAS, Plat No. 1 has been dedicated to the INDIAN TRAIL HOMEOWNERS ASSOCIATION in perpetuity for the protection of privacy of its members for private road purposes to provide ingress and egress to lots and the maintenance, obligation belongs to the said Association subject to an easement for the installation and maintenance of drainage facilities and public and/or private utilities as may be required to serve the lots.

Section 2. Tract "Two" the 25.00 foot landscaping and foot buffer zone, as shown on INDIAN TRAIL VILLAS Plat No. 1 is hereby dedicated to the INDIAN TRAIL HOMEOWNERS ASSOCIATION in perpetuity for the protection and privacy of its members and the maintenance obligation is that of the Association subject to an easement for the installation and maintenance of public and or private utilities as may be required to serve the lots.

Section 3. The Declarant, INDIAN TRAIL VILLAS INC. reserves unto itself a non-exclusive easement for ingress and egress upon Tract "One" and reserves the right to grant a non-exclusive easement for ingress and egress to others upon said Tract and further reserves the right unto itself, its' successors, assigns, mortgagees, licensees and franchisees to use any portion of said Tract for the installation and maintenance of drainage easements, public and or private utilities, including but no limited to water, sewer, gas, electric, telephone, cable T.V., and other purposes which will not permanently affect the use of the tract for its' intended purposes as well as the whole subdivision when it is necessary.

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has hereunto set its hand and seal this 10 day of
June, 1981.

INDIAN TRAIL VILLAS INC.

BY: [Signature]

President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

Before me personall appeared William Kraut
as President of INDIAN TRAIL VILLAS INC., to me well known and known
to me to be the individual described in and who executed the fore-
going instrument as President of said corporation, and he acknowledged
to and before me that he executed such instrument as such President
of said corporation and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation and that
was affixed to said instrument by due and regular corporate authority,
and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 10 day of
1981.

Notary Public, State of Florida at Large
My Commission Expires July 21, 1982
Bonded by [unclear] and Fidelity Agency

[Signature]
NOTARY PUBLIC

My commission expires:

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SCHEDULE A

LEGAL DESCRIPTION

A parcel of land lying within Tract "G" according to the plat of HAWTHORN II, as recorded in Plat Book 31, at Pages 26 through 35, inclusive, Public Record, Palm Beach County, Florida and Tract "B" according to the Plat of HAWTHORN, as recorded in Plat Book 30, at Page 104 through 114 inclusive, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Tract "G", thence, north 01°33'56" east, along the west line of said Tract "G" and the east right of way line of the Palm Beach Canal, a distance of 193.85 feet; thence, north 00°43'09" east, along said boundary a distance of 346.32 feet thence, south 89°03'53" east, departing from said line a distance of 290.77 feet to the point of beginning:

Thence, south 00°56'07" west a distance of 96.96 feet; thence, north 89°03'53" west a distance of 18.13 feet; thence, south 00°56'07" west a distance of 110.04 feet; thence south 86°47'46" east a distance of 243.29 feet; thence, north 88°40'00" east a distance of 185.81 feet to a point on a non-tangent curve, concave westerly, with a radial bearing at this point of north 86°19'26" west, a central angle of 27°49'26" and a radius of 282.33 feet; thence, southerly and southwesterly along said curve, a distance of 137.11 feet to the point of tangency; thence, south 31°30'00" west a distance of 34.50 feet; thence, south 58°30'00" east a distance of 25.00 feet to a point on a non-tangent curve, concave southwesterly, with a radial bearing at this point of south 58°30'00" East, a central angle of 52°33'47" and a radius of 37.50 feet; thence, northeasterly along said curve, a distance of 34.40 feet to the point of compound curvature of a curve, concave southerly with a central angle of 18°56'13" and a radius of 293.91 feet; thence, easterly along said curve a distance of 97.14 feet to the point of tangency, thence, south 77°00'00" west, a distance of 57.00 feet to the point of curvature of a curve, concave northerly, with a central angle of 27°00'00" and a radius of 166.61 feet; thence, easterly along said curve, a distance of 78.51 feet to the point of tangency; thence, north 76°00'00" east a distance of 45.50 feet to the point of curvature of a curve, concave southerly, with a central angle of 25°57'00" and a radius of 162.75 feet; thence, easterly along said curve, a distance of 73.71 feet to the point of compound curvature of a curve concave southerly, with a central angle of 09°00'58" and a radius of 475.63 feet; thence, southeasterly along said curve, a distance of 74.85 feet to the point of tangency; thence, south 69°02'02" east a distance of 122.50 feet; thence, south 64°23'02" east a distance of 123.00 feet; thence, south 69°02'02" east a distance of 102.00 feet to the east line of said tract "B" and the west right of way line of Royal Palm Beach Boulevard; thence, north 20°57'58" east, along said line, a distance of 12.00 feet to the point of curvature of a curve concave westerly, with a central angle of 23°00'00" and a radius of 947.00 feet; thence, northerly along said curve and said line, a distance of 380.15 feet to the point of tangency, thence, north 02°02'02" west along said boundary, a distance of 133.46 feet; thence, north 89°03'53" west, departing from said line, a distance of 1198.57 feet to the point of beginning

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RECORDED
PALM BEACH COUNTY, FLA
JAN 11 1961
CITY CIRCUIT COURT