

JAN-10-1991 04:16pm 91-008973

GRB 6697 Pg 1388

SIXTH CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS CONCERNING  
INDIAN TRAIL HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED CERTIFY that Declaration of Restrictions ("DECLARATION") for Indian Trail Homeowners Association, Inc. recorded in Official Records Book 3574 at page 0226 of the Public Records of Palm Beach County and which affects real property described in Exhibit "A," has been amended as set forth in Exhibit "B" to this document.

Dated this 3RD day of December, 1990.

Indian Trail Homeowners Association,  
Inc.

Glenn L. Little  
Witness 1

Dale H. Little  
Witness 2

By: Martha Pincu  
Martha Pincu, President

By: Rebellea Howitt  
Rebellea Howitt, Secretary

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

BEFORE ME personally appeared Martha Pincu and Rebellea Howitt, known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed this instrument as President and Secretary, respectively, of Indian Trail Homeowners Association, Inc., with due and regular corporate authority, and that said instrument is their free act and deed.

WITNESS my hand and official seal in the County and State last aforesaid this 3RD day of December, 1990.

(SEAL)

James Schuler  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEBRUARY 3, 1994  
BONDED THRU CORNELIUS & CLARK, INC.

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✓ This instrument prepared by  
and RETURN to:  
Michael J. Gelfand, Esq.  
ST. JOHN & KING  
500 Australian Avenue South  
Suite 600  
West Palm Beach, FL 33401  
(407) 655-8994

Please type or legibly print the  
names of:

Witness 1: Gloria Litvin

Witness 2: Dorothy K. Sacks

Notary Public: Joan Scherer

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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 116.04 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

**EXHIBIT**

"A"

RECORDER'S MEMO: Legibility  
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when received.



EXHIBIT "B" TO THE SIXTH CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS CONCERNING  
INDIAN TRAIL HOMEOWNERS ASSOCIATION, INC.

1) DECLARATION article VI, section 6 (page 7, amended by instrument recorded September 19, 1983) "Subordination of the Lien to Mortgages" shall be amended as follows:

a. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage held by an institutional mortgagee excluding purchase money mortgages to persons or entities other than Declarant. Sale or transfer of any Lot shall not affect the assessment lien.

b. However, when an institutional holder of a first institutional mortgage of record, or other purchaser, of a lot obtains title to a lot by a purchase at the public sale resulting from the first institutional mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or as the result of a deed given in lieu of foreclosure, such acquirer of title and the acquiror's successors and assigns are not liable for the assessments attributable to the lot or chargeable to the former lot owner which became due prior to the acquisition of title as a result of the foreclosure, unless the assessments are secured by a claim for assessments that was recorded in the event of a sale or transfer of any lot pursuant to the foreclosure of such a first mortgage, or any proceedings in lieu thereof, such assessments which became due prior to such sale or transfer shall be deemed void unless the assessment is secured by a Notice of Lien recorded in the Public Records prior to the recording of the subject first mortgage held by an institutional mortgagee. The unpaid assessments are common expenses collectable from all the lot owners, including such acquirer and the acquirer's successors and assigns. In the event the mortgagee accepts a Deed in Lieu of foreclosure, then as regarding said property in which the Deed is accepted in lieu of foreclosure, the assessment lien, whether recorded or unrecorded, shall be deemed extinguished. Said lien shall further be extinguished in the event the mortgagee is required to foreclose with respect to said property. With regard to any other sale or transfer, same shall not relieve the new lot owner or the lot owner from liability for any assessment 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

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payment thereof or the enforcement of collection by means other than foreclosure.

c. The term "institutional" shall be defined for the purposes of this section as a: bank, savings and loan association or corporation, insurance company licensed to do business in the State of Florida, union pension fund, an agency the United States Government, a real estate investment trust, FHA approved mortgage lender or banker, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or its assigns.

2) Declaration article XV, section 10 (page 17) shall be amended as follows:

No signs shall be placed, erected or displayed on any exterior portion of the dwelling, courtyard, or window or dwelling, within or on the properties, except by the Association on the common areas, and at an An area within the recreation area shall be provided for posting such notices as the Association may provide from time to time.

3) Declaration article XV, section 18 (page 17) shall be deleted in its entirety as follows:

~~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 Property; Sections 1, 3, 7, 10, 11, 14, 15 and 17.~~

Additions in text are indicated by underline; deletions by ~~strikeouts~~.

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