

INDIAN TRAIL HOMEOWNERS ASSOC. INC.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

47 Seminole Court East  
Royal Palm Beach, Florida 33411

January 16, 1992

Dear Homeowner,

Enclosed, please find the Document on Insurance passed by the Homeowners at a Special Homeowners meeting on October 22, 1991, and registered in the Public Records of Palm Beach County on October 29, 1991. It will be placed in the By-laws section of our Documents, as Article XII. Please place these with your Documents, as they will become a part of them as of this date.

Sincerely yours,

INDIAN TRAIL HOMEOWNERS ASSOCIATION, INC.

*William Brandenstein*

William Brandenstein, Secretary

for the Board

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 2, 1992  
BOOKED THIS NOTARY FOR IN DOCUMENTS

OCT-31-1991 10:42am 91-310371

ORB 7006 Pg 1195

CERTIFICATE OF AMENDMENT TO THE BY-LAWS  
INDIAN TRAIL HOMEOWNERS' ASSOCIATION, INC.

INDIAN TRAIL HOMEOWNERS' ASSOCIATION, INC. certifies that its By-Laws have been amended. The Declaration of Restrictions was recorded in Official Records Book 3574 at Page 226 of the Public Records of Palm Beach County, Florida, and affects real property as described in Exhibit "A." The amendment is set forth in the attached Exhibit "B."

DATED this 29<sup>th</sup> day of October, 1991.

WITNESSES:

INDIAN TRAIL HOMEOWNERS'  
ASSOCIATION, INC.

Howard Cosman

By: Martina Pincu  
MARTHA PINCU, President

James Pergola

By: William Brandenstein  
Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH : SS

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 before me Martina Pincu and William Brandenstein, 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.

WITNESS MY HAND AND OFFICIAL SEAL in the County and State last aforesaid this 29 day of October, 1991.

Queen L. Miller  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Sept. 2, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

## AMENDMENT TO THE BY-LAWS

## INDIAN TRAIL HOMEOWNERS' ASSOCIATION, INC.

Article XII shall be amended to read:

Section 1. Purchaser of Insurance. All insurance purchased pursuant to this Article XII for common areas shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insured waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 2. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance for common areas and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof, excluding only the insurance as may be purchased by individual Unit Owners.

Section 3. Unit Owners' Responsibility. Each Owner must obtain insurance, at his own expense, affording coverage upon the property for which he has the responsibility to maintain and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

Each Unit Owner must maintain insurance at his own expense affording MAXIMUM INSURABLE REPLACEMENT VALUE casualty and property damage insurance on his dwelling unit and lot. This insurance must be an all-risk policy providing:

- protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks, as from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available,

- an amount equal to the MAXIMUM INSURABLE REPLACEMENT VALUE, (exclusive of excavation and foundations), as determined annually by the Association, assisted by the insurance company providing the coverage.

EVH:RIT R



Commencing at the Southwest corner of said Tract "G", thence, north 01°33'56" east, along 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 135.81 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 262.33 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, southwesterly 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"

Proof of Insurance must be submitted to the Board. Owners must provide Proof of Insurance within thirty (30) days of being notified in writing by the Board of the ratification of this Amendment, and thereafter within thirty (30) days of the policy renewal, amendment, or cancellation date, or within thirty (30) days of taking title to a Unit.

In the event of failure to deliver a valid Proof of Insurance to the Association indicating proper coverage within the timeframes noted above, the Association shall have the right to compel the owner to purchase appropriate insurance company, as more fully set out in the Declaration of Restrictions, including but not limited to Article XVI, Section 1 thereof, which are expressly made applicable hereto.

Section 4. Coverage. The following coverage shall be obtained by the Association:

The common area structures and all other insurable improvements as originally constructed and equipped by Declarant upon the Common Areas, including all fixtures, partitions, appliances and cabinetry, and all personal property owned by the Association shall be insured in an amount equal to the MAXIMUM INSURABLE REPLACEMENT VALUE thereof (exclusive of excavation and foundations) as determined annually by the Association, assisted by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

Section 5. Responsibility. The responsibility of reconstruction after casualty shall be that of the Association for common areas and Unit Owners for dwelling units. Unit Owners will be responsible for their deductibles in a casualty or property damage or liability insurance claim involving their dwelling unit and/or lot.

Section 6. Nature of Reconstruction. Any reconstruction for common areas included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement building shall not exceed the dimensions of the previous building.

Replacement dwelling unit size shall not exceed the original square footage of the previous building, unless governmental and

Association approval is received. A Unit Owner must begin reconstructing within thirty (30) days of reaching an insurance settlement on the loss or damage to the dwelling unit and/or lot and construction must be completed in a reasonable timeframe.

In the event of failure to deliver a valid proof of insurance to the Association indicating proper coverage within the timeframes noted above, the Association shall have the right to compel the owner to purchase appropriate insurance coverage, as more fully set out in the Declaration of Restrictions, including but not limited to Article XVI, Section 1 thereof, which are expressly made applicable hereto.

Section 4. Coverage. The following coverage shall be obtained by the Association:

The common area structures and all other insurable improvements as originally constructed and equipped by Decatur upon the Common Area, including all fixtures, partitions, appliances and equipment, and all personal property owned by the Association shall be insured as an amount equal to the MAXIMUM INSURABLE REPLACEMENT VALUE (exclusive of excavation and foundations) as determined annually by the Association, assisted by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements situated in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

Section 5. Responsibility. The responsibility of reconstruction after casualty shall be that of the Association for common areas and Unit Owners for dwelling units. Unit Owners will be responsible for their belongings as a casualty or property damage or liability insurance claim involving their dwelling unit and/or lot.

Section 6. Nature of Reconstruction. Any reconstruction for common areas included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement building shall not exceed the dimensions of the previous building.

Replacement dwelling unit shall not exceed the original square footage of the previous building, unless governmental and