

# Commercial COVENANTS

1. The covenants hereinafter set forth in their entirety shall apply to all of the commercial lots in the subdivision known as "Indian Lake Estates", situated in Polk County, Florida.

2. No building or structure, including living quarters, billboard, sign or fence shall be altered, constructed or erected on or moved to any commercial lot in Indian Lake Estates until two complete sets of plans and specifications have been submitted to and approved in writing by Indian Lake Estates, Inc., hereinafter called the "Corporation", as to design, quality of workmanship and the materials of which it will be constructed, location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Disapproval by the Corporation of such plans or specifications will be final and may be for any reason which it considers to be in the best interests of the community.

3. No manufacturing or industrial activity shall be maintained or operated on any lot or lots. The right of determining whether a proposed activity is a manufacturing or industrial activity within the meaning of this covenant is specifically reserved to the Corporation, and such determination shall be final and conclusive.

4. No sign, or any other form of advertising media, shall be displayed by any owner, lessee or any other person on the exterior of any building or grounds within Indian Lake Estates without prior written consent by the Corporation as to its design, content, construction and place and manner of exhibition.

5. No commercial building shall be constructed on any lot within fifty (50) feet of the front lot line or within ten (10) feet of the back lot line or an adjoining lot. Setback requirements on street side line of all corner lots shall be twenty-five (25) feet. In cases of single ownership of more than one lot, this restriction shall apply to the parcel owned as a whole. No structure of a temporary character, trailer, basement, tent, shack, garage, tool-house, barn or other outbuilding, shall be used on any lot at any time, either temporarily or permanently, except in connection with an active scheduled program of construction approved by the Corporation.

6. No commercial building having an area of less than 800 square feet shall be erected or planned on any lot.

7. No earth, sand or other material shall be removed from any lot, except for necessary excavations in connection with construction of improvements, excepting such material as may project above the established grade of said lot and that surplus material shall be deposited on adjacent or other areas where designated by the Corporation. No filling or dredging shall be done beyond any lot line without the express written approval of the Corporation.

8. No privy or other outside toilet facility shall be constructed or maintained on any lot. Septic tanks, sewage disposal systems and drinking water facilities shall conform to all requirements established by the Florida State Department of Health and the Polk County, Florida health authorities.

9. The Corporation shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, culverts, sanitary and storm sewers, water mains, electric and telephone lines and other utilities, and to give or grant a five foot right-of-way or easements therefor bordering any lot line.

10. No noxious or offensive trade or entertainment, including the keeping of animals, other than commonly accepted domestic pets, shall be carried on upon any lot nor shall any nuisance be maintained thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Whether said trade or entertainment is noxious or offensive shall be in the sole discretion of the Corporation.

11. No individual drainage system shall be permitted on any lot which interferes with the natural flow of surface water, unless such system is located, constructed and equipped in accordance with plans and specifications as submitted to, and approved by, the Corporation. No ditches, walls, dams, plantings or other means of obstructing the natural surface water flow of a lot, after completion of construction thereon, shall be permitted, except by written approval of the Corporation.

12. All commercial lots must be landscaped within sixty (60) days after completion of building construction. Such landscaping, including trees, shrubbery and flowers, shall be maintained properly thereafter. Plans for initial plantings, as well as any modification of the original scheme of landscaping, must be submitted to the Corporation for approval and said approval first had and obtained in writing.

13. All parking of vehicles in the commercial area shall be off-street and all plans for such parking, as well as for curbs, sidewalks and street lights, must be first submitted to the Corporation and the consent for same first had and obtained in writing.

14. All buildings and structures erected shall meet the health and construction requirements and regulations of all State, County and City authorities.

15. The type or kind of business to be conducted upon any lot in the commercial area, as well as any change thereof, shall require the approval in writing by the Corporation upon proper application therefor by the lot owners prior to the initiation of such business or change.

16. The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable by the Corporation, or the owner of any land included in said tract, and the failure by the Corporation or any land owner to enforce any restriction, condition, covenant or agreement therein contained shall in no event be deemed a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

17. Any or all of the rights and powers, title, easements and estates reserved or given to the Corporation in this contract may be assigned by any lot or lots to any one or more individuals, corporations or associations that will agree to assume said rights, powers, title, easements and estates and shall carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing his or its acceptance of such assignment; and such assignee or transferee shall thereupon have the same rights, powers, title, easements and estates and be subject to the same obligations and duties, with respect to the land area concerned, as are given to and assumed by the Corporation.

18. The purchaser covenants to pay to the Corporation, its nominee, successors or assigns, on January 15 of each year, the sum of thirty (\$30.00) dollars, for each and every lot purchased, to be used for general maintenance. This maintenance fee cannot be changed without written approval of the owners of the majority of the commercial lots as shown on the recorded plats of the Corporation.

19. It is covenanted that the Corporation shall have the right, after giving five (5) days written notice to the lot owner, to enter upon any lot or lots upon which any structures or nuisances have been erected or maintained contrary to any of these covenants, and remove said objectionable structure or nuisance, without liability for damages for such action, assessing the reasonable cost thereof against the owner.

20. All vacant lots shall be kept free of accumulations of brush, trash or other material which may constitute a fire hazard or render the lot unsightly, and after giving five (5) days written notice to the owner, the Corporation reserves the right of entry on vacant lots for the purpose of clearing away any such accumulations.

21. All of the above covenants shall remain in force until January 1, 1976, and shall be automatically renewed for each ten-year period thereafter, unless owners of at least two-thirds of the commercial lots in the subdivision known as "Indian Lake Estates" shall, at least six (6) months prior to any such renewal date, agree in writing to a change in or abrogation of any of the above covenants, and record such writing so amending the aforesaid covenants.

22. Indian Lake Estates, Inc., will cause to be constructed a central water and sewage disposal plant, paved streets, and dual lane avenues on the property, also, an 18 hole golf course, a club house, pier, beach and recreational facilities for the exclusive use, enjoyment and pleasure of the members of Indian Lake Club, all at no additional assessment to the purchasers of property at Indian Lake Estates by Indian Lake Estates, Inc.