

This instrument prepared by

and return to:

Marshall C. Deason, Jr.  
Tampa Bay Business Law, LLP  
601 Bayshore Boulevard  
Suite 150  
Tampa, Florida 33606

**AMENDMENT AND RESTATEMENT OF LICENSE AGREEMENT AND  
COVENANTS AND RESTRICTIONS  
FOR  
INDIAN LAKE ESTATES**

*Indian Lake Estates, Inc.* ("ILEI"), a Florida not for profit corporation, whose address is 7510 Red Grange Boulevard, Indian Lake Estates, Florida 33855, and *ILE Utilities, Inc.* ("Utility"), a Florida not for profit corporation, whose address is 7510 Red Grange Boulevard, Indian Lake Estates, Florida 33855, promulgate the following document and show:

**RECITALS**

- A. Indian Lake Estates is a development comprised of multiple subdivisions in Polk County, Florida. The plats for these subdivisions (the "Plats"), which are recorded in the public records of Polk County, Florida, are:
- a. INDIAN LAKE ESTATES, UNIT NO 1, recorded in Plat Book 39, page 1.
  - b. INDIAN LAKE ESTATES, UNIT NO 2, recorded in Plat Book 39, page 14.
  - c. INDIAN LAKE ESTATES, UNIT NO 3, recorded in Plat Book 39, page 18.
  - d. INDIAN LAKE ESTATES, UNIT NO 4, recorded in Plat Book 39, page 30.
  - e. INDIAN LAKE ESTATES, UNIT NO 5, recorded in Plat Book 39, page 31.
  - f. INDIAN LAKE ESTATES, UNIT NO 6, recorded in Plat Book 40, page 41.
  - g. INDIAN LAKE ESTATES, UNIT NO 7, recorded in Plat Book 39, page 46.
  - h. INDIAN LAKE ESTATES, UNIT NO 8, recorded in Plat Book 39, page 47.
  - i. INDIAN LAKE ESTATES, UNIT NO 9 (REVISED), recorded in Plat Book 40, page 42.
  - j. INDIAN LAKE ESTATES, UNIT NO 10, recorded in Plat Book 40, page 14.
  - k. INDIAN LAKE ESTATES, UNIT NO 11, recorded in Plat Book 40, page 15.
  - l. INDIAN LAKE ESTATES, UNIT NO 12, recorded in Plat Book 40, page 19.
  - m. INDIAN LAKE ESTATES, UNIT NO 13, recorded in Plat Book 40, page 20.
  - n. INDIAN LAKE ESTATES, UNIT NO 14, recorded in Plat Book 40, page 21.
  - o. INDIAN LAKE ESTATES, UNIT NO 15, recorded in Plat Book 40, page 48.
  - p. INDIAN LAKE ESTATES, UNIT NO 16, recorded in Plat Book 40, page 49.
  - q. INDIAN LAKE ESTATES, UNIT NO 17, recorded in Plat Book 40, page 50.
  - r. WOODLANDS, recorded in Plat Book 87, page 34.

- B. The developer of Indian Lake Estates (the “Developer”) did not dedicate or transfer the roads shown on the Plats to Polk County, Florida, but retained title to them.
- C. ILEI is the successor to the Developer and currently holds title to the land which is more particularly described in Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, and A-18, (the “ILEI Land”) which are attached hereto and made a part hereof by reference.
- D. Utility is a subsidiary of ILEI and currently holds title to the land which is described in Exhibit B (the “Utility Land”), which is attached hereto and made a part hereof by reference.
- E. The ILEI Land and the Utility Land together comprise all of the land retained by the Developer together with certain other land which was subsequently acquired by ILEI and Utility. The ILEI Land and the Utility Land are collectively referred to as the “Retained Areas.”
- F. The Developer did not record a declaration of covenants and restrictions for Indian Lake Estates, but rather included restrictions in deeds to the lots. The Developer promulgated different restrictions for residential property (the “Original Residential Restrictions”) and commercial property (the “Original Commercial Restrictions”). The Original Residential Restrictions and the Original Commercial Restriction are collectively referred to as the “Original Restrictions.”
- G. In the Original Restrictions, the Developer granted the owners of lots shown on the Plats (the “Lot Owners”) a license to use the Retained Areas (the “License”) for which each of the Lot Owners was required to pay an annual fee (the “License Fee”).
- H. The real property owned by the Lot Owners is each and every lot shown in the Plats (Each such lot is referred to hereafter as a “Lot” and all lots in Indian Lake Estates are referred to collectively as the “Lots”).
- I. The Original Restrictions on most, if not all, of the Lots in have been extinguished by the Florida Marketable Record Title Act, § 712.01–712.10, *Florida Statutes*.
- J. The members of ILEI have now agreed on a new formula for computing License Fees and for increasing licensing fees in the future, as necessary, which have been ratified by Utility. They have also agreed on new restrictions to replace the Original Restrictions. ILEI and Utility are recording this instrument to memorialize these actions.

#### AMENDMENT AND RESTATEMENT

**NOW THEREFORE**, pursuant to the rights granted them under their articles of incorporation and bylaws, ILEI and Utility make, declare, publish, and institute the following:

1. **Reiteration and Renewed Grant of License.** Subject to the provisions hereof, ILEI and Utility reiterate and reimpose the License on the Retained Areas, and grants the Lot Owners the right to continue to make use of the License. The License, which is coupled with an interest in each lot shown on the Plats, shall be appurtenant to each Lot and shall run with the land. The details of the manner in which the Lot Owners may use the Retained Areas shall be specified in rules and regulations promulgated from time to time by ILEI. Notwithstanding any provision to the contrary contained herein, payment of the License Fee shall not entitle Lot Owners to use the golf course located in Indian Lake Estates without paying a separate membership fee or daily green fee.
2. **License Fees.** License Fees shall be calculated in the following manner:
  - 2.01. The Board of Directors of ILEI (the "Directors") shall annually impose a license fee on each Lot in Indian Lake Estates, which shall not exceed three hundred dollars (\$300) unless increased pursuant to the provisions of this instrument.
  - 2.02. The maximum License Fee may be increased by not more than five (5%) percent annually by majority vote of the Directors.
  - 2.03. Any annual increase in the maximum License Fee in excess of five (5%) percent must be approved by the members of ILEI pursuant to the procedure set out in their articles of incorporation and bylaws.
  - 2.04. The License Fee on any Lot which remains unpaid for one (1) year after it is imposed shall bear interest at the highest rate allowable by law until it is paid in full.
  - 2.05. Each owner, owner of a fractional share, and successor in interest to the owner of a Lot in Indian Lake Estates shall be jointly and severally liable for the payment of the License Fee for that Lot.
3. **Restrictions.** The members of ILEI, pursuant to the requirements of the articles of incorporation have adopted the following "New Restrictions" to replace the Original Restrictions:
  - 3.01. The "New Residential Restrictions," which replace the Original Residential Restrictions, are set out in Exhibit C, which is attached hereto and incorporated herein by reference.
  - 3.02. The "New Commercial Restrictions," which replace the Original Commercial Restrictions, are set out in Exhibit D, which is attached hereto and incorporated herein by reference.

4. **Acceptance of Restrictions by Lot Owners and Imposition on Lots.** Owners of individual Lots may accept the New Residential Restrictions and the New Commercial Restrictions and impose them on the Lot(s) they own in any one of the following ways:
  - 4.01. Paying any License Fee imposed pursuant to this instrument to ILEI.
  - 4.02. Paying Utility for utility service.
  - 4.03. Using any of the Retained Areas.
  - 4.04. Incorporating this instrument by reference in any deed conveying a Lot.
  
5. **Effective Date.** This instrument shall be effective upon its recording in the public records of Polk County, Florida.
  
6. **Certification.** Certificates, executed by the Secretary of ILEI and the Secretary of Utility, are attached, certifying that this instrument was adopted at a duly called meeting of the members of corporations and was approved by the members pursuant to the articles of incorporation and bylaws of the corporations, are attached hereto and made a part hereof by reference as Exhibits E and F.

**IN WITNESS WHEREOF**, ILEI and Utility have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

Witnesses:

*Indian Lake Estates, Inc.*

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Gary Levin, Vice President

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Printed name of witness

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Gary Levin, as vice president of Indian Lake Estates, Inc., a Florida corporation not for profit, who is personally known to me or who has produced Florida Driver's License, or who has produced a \_\_\_\_\_ Driver's License, or who has produced \_\_\_\_\_ as identification, and who certifies that she/he is authorized to bind this corporation.

(Notary Seal)

\_\_\_\_\_  
Notary Public in and for State of Florida

Printed name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

Witnesses:

*ILE Utilities, Inc.*

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Gary Levin, President

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Printed name of witness

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Gary Levin, as president of ILE Utilities, Inc., a Florida corporation not for profit, who is personally known to me or who has produced Florida Driver's License, or who has produced a \_\_\_\_\_ Driver's License, or who has produced \_\_\_\_\_ as identification, and who certifies that she/he is authorized to bind this corporation.

(Notary Seal)

Notary Public in and for State of Florida

Printed name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_



**EXHIBIT A-1**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 1, according to the plat thereof recorded in Plat Book 39, page 1 of the public records of Polk County, Florida.

**EXHIBIT A-2**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 2, according to the plat thereof recorded in Plat Book 39, page 14 of the public records of Polk County, Florida.

**EXHIBIT A-3**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 3, according to the plat thereof recorded in Plat Book 39, page 18 of the public records of Polk County, Florida.

**EXHIBIT A-4**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 4, according to the plat thereof recorded in Plat Book 39, page 30 of the public records of Polk County, Florida.

**EXHIBIT A-5**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 5, according to the plat thereof recorded in Plat Book 39, page 31 of the public records of Polk County, Florida.

**EXHIBIT A-6**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 6, according to the plat thereof recorded in Plat Book 40, page 41 of the public records of Polk County, Florida.

**EXHIBIT A-7**

All roads, avenues, drives, parkways, parks, yacht basin, and greenways in INDIAN LAKE ESTATES, UNIT NO. 7, according to the plat thereof recorded in Plat Book 39, page 46 of the public records of Polk County, Florida.

**EXHIBIT A-8**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 8, according to the plat thereof recorded in Plat Book 39, page 47 of the public records of Polk County, Florida.

**EXHIBIT A-9**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 9 (Revised), according to the plat thereof recorded in Plat Book 40, page 42 of the public records of Polk County, Florida.

**EXHIBIT A-10**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 10, according to the plat thereof recorded in Plat Book 40, page 14 of the public records of Polk County, Florida.

**EXHIBIT A-11**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 11, according to the plat thereof recorded in Plat Book 40, page 15 of the public records of Polk County, Florida.

**EXHIBIT A-12**

All roads, avenues, drives, parkways, parks, recreation areas, and greenways in INDIAN LAKE ESTATES, UNIT NO. 12, according to the plat thereof recorded in Plat Book 40, page 19 of the public records of Polk County, Florida.

**EXHIBIT A-13**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 13, according to the plat thereof recorded in Plat Book 40, page 20 of the public records of Polk County, Florida.

**EXHIBIT A-14**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 14, according to the plat thereof recorded in Plat Book 40, page 21 of the public records of Polk County, Florida.



**EXHIBIT A-15**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 15, according to the plat thereof recorded in Plat Book 40, page 48 of the public records of Polk County, Florida.

**EXHIBIT A-16**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 16, according to the plat thereof recorded in Plat Book 40, page 49 of the public records of Polk County, Florida.

**EXHIBIT A-17**

All roads, avenues, drives, parkways, parks, and greenways in INDIAN LAKE ESTATES, UNIT NO. 17, A SUBDIVISION OF LOT 11, BLOCK H OF INDIAN LAKE ESTATES UNIT 10, according to the plat thereof recorded in Plat Book 40, page 50 of the public records of Polk County, Florida.

**EXHIBIT A-18**

All private roads, storm water management areas, and preservations areas in WOODLANDS, according to the plat thereof recorded in Plat Book 87, page 34 of the public records of Polk County, Florida.

EXHIBIT B

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Beginning at a point 218 feet South of the Southeast right of way of Limonia Drive and Japonica Avenue, of Unit 13, Block 359, of INDIAN LAKE ESTATES; thence East 320 feet, thence South 70 feet, thence West 320 feet, thence North 70 feet to the Point of Beginning, as recorded in Plat Book 40, page 20, public records of Polk County, Florida.

AND

From the Westerly corner of Lot 24, Block 325, INDIAN LAKE ESTATES, run thence South 45° 49' 25" West, 70.00 feet; thence South 44° 10' 35" East, 514.66 feet to a Point of Beginning. From this Point of Beginning run thence North 44° 10' 35" West, 514.66 feet, thence South 45° 49' 25" West, 106.63 feet; thence South 1122.60 feet; thence Northeasterly along the arc of a curve concave to the Southeast and having a radius of 2097.09 feet, 943.12 feet to the Point of Beginning; said tract being the "Park" designated in Block 325, Unit No. 10, Indian Lake Estates as recorded in Plat Book 40, at Page 14 of the public records of Polk County, Florida.

UTILITY EASEMENTS

Exclusive easements and the sole rights for the installation, maintenance and replacement of water and sewage lines and related apparatus and equipment over, under and across any numbered, platted lots in Indian Lake Estates Subdivision, Polk County, Florida; provided that any of said water and sewage lines and related apparatus and equipment shall be located within and under the utility easement located within ten (10) feet from and adjacent to any lot line of said platted lots, more fully described as follows:

- a. An Assignment and Conveyance given by Indian Lake Development, Inc. to Consolidated Utility Services, Inc. dated February 27, 1973 as recorded in Official Records Book 1540, page 1089 on June 28, 1973.
- b. An Assignment and Conveyance given by Lakesite Properties, Inc. to Consolidated Utility Services, Inc. dated February 23, 1973 as recorded in Official Records Book 1540, page 1094 on June 28, 1973.
- c. An Assignment and Conveyance given by Indian Lake Properties Inc. to Consolidated Utility Services, Inc. dated February 27, 1973 as recorded in Official Records Book 1540, page 1099 on June 28, 1973.

REAL PROPERTY

PARCEL A

Lot 14 in Block 325 of Indian Lake Estates, Unit #10, as shown by map or plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 40, page 14.

**PARCEL B**

BEING all of from the Northeast corner of Lot 24, Block 350, INDIAN LAKE ESTATES, run thence East 190.00 feet to a Point of Beginning, said Point of Beginning being the point of intersection of an Easterly projection of the South right-of-way of Gaillardia Drive with the East right-of-way line of a 70 foot parkway on the East side of DeSota Avenue. From this Point of Beginning, run thence North, 323.00 feet to the P. C. of a curve, thence Northeasterly along the arc of said curve (concave to the Southeast, having a radius of 160.00 feet and a chord bearing and distance of North 45° East 226.27 feet) a distance of 251.33 feet to the P. R. O. of a second curve; thence Northeasterly along the arc of said curve (concave to the Northwest, having a radius of 551.52 feet and a chord bearing and distance of North 66° 07' 28" East, 446.46 feet) a distance of 459.33 feet to the Southwesterly right-of-way line of St. Augustine Drive; thence South 60° 00' 15" East, 230.56 feet; thence South 29° 59' 45" West 632.99 feet; thence West 450.84 feet to the Point of Beginning, all lying in the Northerly portion of the "Recreation Area" designated on Unit No. 12, Indian Lake Estates as recorded in Plat Book 40, page 19, public records of Polk County, Florida.

**PARCEL C**

BEGINNING at a point on the South right-of-way line of Althea Drive, said point being 300 feet East of the centerline of Lake View Drive; thence South 1320 feet; thence West 1320 feet; thence North 1320 feet; thence East 1320 feet to the Point of Beginning. All lying in Indian Lake Estates, Unit #16, as recorded in Plat Book 40, page 49, public records of Polk County, Florida, and

A strip of land 40 feet in width lying 20 feet to each side of a centerline. Beginning at the Southwest corner of site heretofore described, run thence South to the right-of-way of Florida State Road No. 630.

**Site of Lift Station #2**

Beginning at the Northwest corner of Lot 12, Block 197, Unit #5, Indian Lake Estates, as recorded in Plat Book 39, page 31, of the public records of Polk County, Florida, thence East 120 feet; North 70 feet; West 120 feet; and South 70 feet to the Point of Beginning.

**Site of Lift Station #3**

Beginning at the Northwest corner of Lot 12, Block 191, Unit #5, Indian Lake Estates, as recorded in Plat Book 39, page 31, of the public records of Polk County, Florida, thence East 120 feet; North 70 feet; West 120 feet; and South 70 feet to the Point of Beginning.

**Site of Lift Station #4**

Beginning at the Northwest corner of Lot 12, Block 90, Unit #2, Indian Lake Estates, as recorded in Plat Book 39, page 14, of the public records of Polk County, Florida, thence East 120 feet; North 70 feet; West 120 feet; and South 70 feet to the Point of Beginning.

**Site of Lift Station #7**

Beginning at the Northwest corner of Lot 12, Block 223, Unit #6 (Revised), Indian Lake Estates, as recorded in Plat Book 40, page 41, of the public records of Polk County, Florida, thence East 120 feet; North 70 feet; West 120 feet; and South 70 feet to the Point of Beginning.

**Site of Lift Station #8**

Beginning at a point which bears North 40 feet from the Northwest corner of Lot 7, Block 255, Unit #7, Indian Lake Estates, as recorded in Plat Book 39, page 46, of the public records of Polk County, Florida, thence East 120 feet; North 40 feet; West 120 feet; and South 40 feet to the Point of Beginning.

**Site of Lift Station #9**

Beginning at a point which bears North 66 feet from the Northwest corner of Lot 17, Block 266, Unit #7, Indian Lake Estates, as recorded in Plat Book 39, page 46, of the public records of Polk County, Florida, thence East 150 feet; North 67 feet; West 150 feet; and South 67 feet to the Point of Beginning.

**Site of Lift Station #10**

Beginning at a point which bears East 70 feet from the Northeast corner of Lot 1, Block 420, Unit #16, Indian Lake Estates, as recorded in Plat Book 40, page 49, of the public records of Polk County, Florida, thence East 70 feet; South 70 feet; West 70 feet and North 70 feet to the Point of Beginning.

## EXHIBIT C

### NEW RESIDENTIAL RESTRICTIONS

\*Amended May 23, 2013

1. All lots & parcels of land in the subdivision known as Indian Lake Estates, Florida shall be reserved and used for single-family residential purposes exclusively, excepting those specifically designated upon recorded plats as business, multi-family residential or commercial property.
2. No structure or building of any sort, sign, billboard, or fence, shall be moved to, erected, or constructed on any lot until two complete sets of plans and specifications have been submitted to and approved in writing by Indian Lake Estates, Inc. Disapproval of plans and specifications by Indian Lake Estates, Inc. may be based on any ground including purely aesthetic grounds. No tent, trailer, or other temporary structure of any kind may be erected on or moved to any lot or lots.
3. No building shall be constructed on any lot within fifty (50) feet of the front or back lot line, or within fifteen (15) feet of an adjoining lot. In cases of single ownership of more than one lot this restriction shall apply to the parcel owned as a whole. Setback requirement on street side line of all corner lots shall be thirty-five (35) feet, except for those lagoon lots in Blocks 260, 261, 262, 264, 265, 266, 267 and Lots 1 through 17, inclusive, in Blocks 263 and 268 where the setback will be twenty (20) feet from any lot line or the boundary lines of parcels of several lots owned as a whole.
4. No more than one single-family residential building shall be erected or maintained on any one residential lot, but this restriction shall not prohibit the erection of a dwelling house on more than one lot or on contiguous parts of two or more lots, provided that such parcel shall have no less frontage or depth than one of the lots a part of which is a component of such parcel.
5. The minimum area to be covered at the ground line or at the established grade line by any residential, business or commercial building on any lot or parcel of land in the subdivision known and designated as Indian Lake Estates shall be not less than 1350 square feet, exclusive of open porches, patios or breezeways.
6. No dock or boat house shall be constructed extending onto or over the waters of the lakes, lagoons, or canals, until two complete sets of plans and specifications have been submitted to and approved by Indian Lake Estates, Inc.
7. No boats shall be anchored off shore in the canals or lagoons, and when not in use, shall be moored as closely adjacent to the bank as safety allows, in order that navigation by no one who is no an owner, lessee or occupant of a lot fronting on said canal, or a guest or member of the family of such owner, lessee, or occupant, or other persons authorized by Indian Lake Estates, Inc. It is distinctly understood that the use of the canals and lagoons for navigation or anchorage is to be at the risk of the owner of the vessel and Indian Lake



Estates, Inc. shall not be liable for damages or injury resulting from submerged objects, collisions, or otherwise.

8. 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 Indian Lake Estates, Inc. No filling or dredging shall be done beyond any lot line without the prior express written approval of Indian Lake Estates, Inc., nor shall any cutting of boat slips or other similar excavating within the lot line be done without said approval. No bulkhead or dock wall shall be build until plans have been approved in writing by Indian Lake Estates, Inc.
9. 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.
10. Indian Lake Estates, Inc., 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 therefore bordering any lot line.
11. 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. Farm animals, including but not limited to pigs, chickens and horses shall NOT be allowed.
12. The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable by Indian Lake Estates, Inc., or any land owner to enforce any restriction, condition, covenant or agreement herein 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.
13. Any or all of the rights and powers, title, easements and estates reserved or given to Indian Lake Estates, Inc., in this contract may be assigned by it 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 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 Indian Lake Estates, Inc.



14. The Purchaser covenants to pay to Indian Lake Estates, Inc., its nominees, successors or assigns, on January 15 of each year, such amounts as may be levied on the lots by the Board of Directors of Indian Lake Estates, Inc. for general maintenance.
15. It is covenanted that Indian Lake Estates, Inc. shall have the right, after giving five (5) days written notice to the lot owners, 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.
16. 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 five (5) days written notice to the owner, Indian Lake Estates, Inc., reserves the right of entry on vacant lots for the purpose of clearing away any such accumulation.
17. No buses, tractor-trailers or semi-trucks and any commercial vehicles that weigh over three (3) tons shall be parked on any lot or street except for delivery purposes.
18. Lot owners, builders, and/or construction personnel are exempt from the parking restrictions described in paragraph 17 above, where necessary, during the permitted construction of a residence.
19. Indian Lake Estates, Inc. may impose reasonable fines against any lot owner who violates these restrictions, in such amounts as may be determined from time to time by the Board of Directors of Indian Lake Estates, Inc.

## EXHIBIT D

### NEW COMMERCIAL RESTRICTIONS

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. (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 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 interest of the community.
3. No manufacturing or industrial activity shall be maintained or operated on any lot or lots, with the exception of retail, wholesale, and light manufacturing activities. The right of determining whether a proposed activity is permitted 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 and/or duplex 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 and/or duplex having a total area of less than 1350 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 therefore 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 and duplexes 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 planting, 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 therefore 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 an be enforceable by the Corporation, or the owner of any land included in said tract, and the failure by the Corporation, or the 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 no 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 it 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 the Corporation, its nominees, successors or assigns, on January 15 of each year, such amounts as may be levied on the lots by the Board of Directors of Indian Lake Estates, Inc. for general maintenance.
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 such accumulations.
21. Indian Lake Estates, Inc. may impose reasonable fines against any lot owner who violates these restrictions, in such amounts as may be determined from time to time by the Board of Directors of Indian Lake Estates, Inc.