

# COVENANTS

1. All lots and 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. The roofs of all such buildings must be of tile construction.

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 800 square feet, exclusive of open porches, patios or breezeways, except for all those lots in blocks 231 through 249, blocks 260 through 268, blocks 297 through 316 and blocks 418 through 422 respectively, on the lagoons and all those in blocks 270, 272, 273, and 275 on the golf course, which shall require a minimum of not less than 1,000 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 of the waterways will not be impeded. The canals and lagoons shall be used and navigated by no one who is not 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 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 built 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 therefor 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.

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 the owner of any land included in said tract, and the failure 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 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 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, the sum of twenty \$(20.00) 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 lots as shown on the recorded plats of Indian Lake Estates, Inc.

15. It is covenanted that Indian Lake Estates, Inc., 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.

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 (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. All of the above covenants shall remain in force until January 1, 1966, and shall be automatically renewed for each ten-year period thereafter, unless owners of at least two-thirds of the 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 an abrogation of any of the above covenants, and record such writing so amending the aforesaid covenants.

18. 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.