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IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA.
IN AND FOR POLK COUNTY IN CHANCERY.

SPECIAL INVESTMENTS, INC., a corporation organized under the laws of the District of Columbia,

PH 4:5

Plaintiff.

٧s

Case No. 54238-71-532

INDIAN LAKE ESTATES, INC., a corporation organized and existing under the laws of the State of Florida, and CAROLINE T. ZAPPA, also known as CAROLINE T. MAISANO.

Defendant.

INDIAN LAKE CLUB, a non-profit :
corporation organized and existing :
under the laws of the State of :
Plorida; JOHN H. GRAY and PHYLLIS GRAY,:
his wife; GEORGE SCHEDLER and LYNDA :
T. SCHEDLER, his wife, JOHN L. :
PARSONS and EVELYN K. PARSONS, :
his wife, and HAROLD B. WILLEY :
and VIRGINIA M. WILLEY, his wife, :

Plaintiffs,

VS

Case No. 56401-74-135

INDIAN LAKE ESTATES, INC., a : corporation organized and existing : under the laws of the State of Florida,:

Defendants.

ORDER

This cause having come on for hearing upon the Petition of Indian Lake Maintenance, Inc., and it appearing that said Petitioner is Assignee of the covenants contained in the various Deeds to property owners at Indian Lake Estates Subdivision, requiring the payment of \$20.00 per annum, per residential lot and \$30.00 per annum, per commercial lot, and it appearing that

Indian Lake Maintenance, Inc. willingly submitted itself to the jurisdiction of this Court, and the terms and conditions of the Decree entered in this cause, dated the 30th day of July, 1964, and it appearing that Indian Lake Club, the only party objecting to the Petition, has no standing to object in view of the fact that it does not own any property at Indian Lake Estates, Inc., nor would it be directly or indirectly affected by the collection of the sums due and owing pursuant to said covenant assigned to Indian Lake Maintenance, Inc., and it further appearing that a vast number of property owners at Indian Lake Estates Subdivision, Polk County, Florida, have consented to and supported the Petition of Indian Lake Maintenance, Inc., and it appearing that said Petition should be granted, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

Residential: "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 \$20.00 for each and every lot purchased, to be used for general maintenance. This maintenance fee cannot be changed without writter approval of the owners of the majority of the lots as shown on the recorded plats of Indian Lake Estates, Inc."

Commercial: "18. The purchaser covenants to pay to Indian Lake Estates, Inc., its nominees, successors or assigns, on January 15, of each year, the sum of \$30.00 for each and every lot purchased, to be used for general maintenance. This maintenance fee cannot be changed without writter approval of the owners of the majority of the lots as shown on the recorded plats of Indian Lake Estates, Inc."

- 3. That the sums advanced by Indian Lake Properties, Inc. to Indian Lake Maintenance, Inc. as listed in the schedule attached to the Petition may be credited by Indian Lake Maintenance, Inc. as an advance against sums payable by Indian Lake Properties, Inc. due as of January 15, 1966.
- 4. That the sums heretofore expended by Indian Lake Maintenance, Inc. listed in the schedule attached to the Petition, be and are here; approved, as appropriate maintenance and administrative charges.
- 5. That the proposed expenditures as listed in the "Budget" schedule attached to the sums collected from property owners pursuant to Petition are hereby declared to be reasonable and proper maintenance charges.
- 6. That Indian Lake Maintenance, Inc. shall on or before the 31st day of March, 1966 and every three months thereafter submit a schedule of sums expended, amount collected and anticipated expenditures for the forthcoming period.

DOME AND ORDERED, this / day of February, 1966.

Circuit Judge

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CIK CIF CI
POLIK COUNTY, FLA.
By