

**APPLICATION FOR CONSTRUCTION/RENOVATION PLAN APPROVAL**

Property  
Owner Name: \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

Current  
Address : \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of  
Construction: \_\_\_\_\_

Construction  
Street Address: \_\_\_\_\_ Block# \_\_\_\_\_ Lot# \_\_\_\_\_

Builder/Contractor \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Polk County  
Reg. No. \_\_\_\_\_ FL Lic No. \_\_\_\_\_ Is Builder/Contractor Bonded? Yes \_\_\_ No \_\_\_

**This Application must be approved PRIOR to any construction/renovation.**

**WHEN MAKING APPLICATION, THE PROPERTY OWNER AND  
BUILDER/CONTRACTOR ACKNOWLEDGE THE FOLLOWING:**

1. All roads within Indian Lake Estates are PRIVATE and PRIVATELY MAINTAINED for the benefit and use of ALL PROPERTY OWNERS of Indian Lake Estates. Indian Lake Estates, Inc. is not responsible for paving or improvements to any non-paved roadways currently, or at any time in the future.
2. The Covenants recorded for property in Indian Lake Estates is applicable to each and every Property Owner.
3. The PROPERTY OWNER shall be liable and financially responsible for any/all damage to Indian Lake Estates property pursuant to the construction specified on/within this application.
4. The PROPERTY OWNER shall be solely responsible for the notifications to ALL builders/contractors/suppliers/vendors of the terms and/or conditions of this application, in the performance of the above stated construction.
5. The PROPERTY OWNER and/or BUILDER/CONTRACTOR shall be responsible, during NEW PRIMARY BUILDING construction, for placing a dumpster at the construction site until completion of construction.
6. New construction must begin within 6 months and renovations within 90 days from approval date. If applicant cannot comply, contact Covenant Review Chairperson for extension.

**THIS APPLICATION IS VALID UPON RECEIPT OF POLK COUNTY PERMIT IF REQUIRED AND DOES NOT SUPERCEDE SAID REQUIREMENT.**

**I HAVE READ AND WILL FULLY COMPLY WITH THE ABOVE AND THE ATTACHED BUILDING STANDARDS**

Signature, PROPERTY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

Signature, BUILDER/CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_

**Package includes:**

- Exhibit A - Construction Plan Conditional Approval for Accessory Use
- Commercial Building Standard
- Covenants for Commercial

Revised 04/15/10  
By: ILE Board of Directors

**FOR OFFICIAL USE ONLY**

**Changes or Additions Required:  
(Covenant Review Board use.)**

**COVENANT REVIEW BOARD  
RECOMMENDATION  
(Subject to compliance of noted  
changes at left)  
Minimum of 3 signatures required.**

**BOARD OF DIRECTORS  
FINAL APPROVAL -  
Minimum of 4 signatures  
required. SIGN AND DATE:**

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**Date:** \_\_\_\_\_

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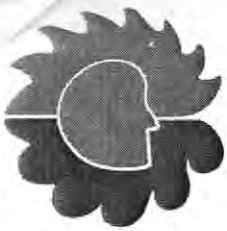
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**I have read the above noted  
changes and will comply.**

**Signature, Property Owner or Agent** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(MUST BE SIGNED WHEN CHANGES ARE NOTED!)**



**INDIAN LAKE ESTATES, INC.**

Red Grange Blvd. • P.O. Box 7395  
Indian Lake Estates, FL 33855-7395  
(863) 692-1433 Fax (863) 692-1436

Applicant:

When filling out an application form for construction, whether residential or commercial, you need to be aware of all the guidelines governing all construction to be done on your property.

Example: Exhibit B – Golf Course Lot or I.L.E. Lagoon/Waterways.

Please take the proper covenant corresponding to your property, and read all documents and forms thoroughly before submitting application.

Thank you,

I.L.E. Covenant Review Board

Revised 04/15/10

By: ILE Board of Directors

**RESTATEMENT OF COMMERCIAL BUILDING STANDARDS**

**WHEREAS**, Indian Lake Estates, Inc. is vested with the power to require and approve all plans and specifications for building, improvements, or development at Indian Lake Estates community; and

**WHEREAS**, Indian Lake Estates, Inc. may disapprove plans and specifications on any grounds, including purely aesthetic grounds; and

**WHEREAS**, the Indian Lake Estates, Inc. board of directors has the authority to establish committees to facilitate the discharge of board functions; and

**WHEREAS**, inquiries have recently arisen as to the details required in plans submitted for construction at the Indian Lake Estates community;

**NOW, THEREFORE**, in an effort to standardize the current plans and specification required by Indian Lake Estates, Inc., as more fully described in the Indian Lake Estates Restrictive Covenants, the following requirements shall apply to building, improvements, or development plans and applications until later modified by the Indian Lake Estates, Inc. board of directors in its sole discretion.

1. Definitions.

**(a) ACCESSORY BUILDING/STRUCTURE OR USE:** Any building or structure on a lot, or use of a lot for which such building, structure or use is of a nature customarily incidental and subordinate to the Principal Building/Structure located on the lot.

**(b) PRINCIPAL BUILDING/STRUCTURE:** Shall mean the single family dwelling unit for the subject lot, and for which a certificate of occupancy has been issued for such single family dwelling unit by the applicable governmental authority.

2. **ACCESSORY BUILDING/STRUCTURE OR USE:** No lot shall be used or maintained for any type of accessory use, except in conjunction with or subsequent to the Principal Building/Structure or the use incidental thereto. Only Accessory Building/Structure or Uses, as such term is defined herein, shall be permitted. Except as expressly provided herein, an Accessory Building/Structure or Use will only be permitted on the lot on which the Principal Building/Structure is located. The foregoing notwithstanding, Indian Lake Estates, Inc. reserves the right to authorize a conditional approval for an Accessory Building/Structure or Use to be made of a lot that is under common ownership and is contiguous to a lot on which a Principal Building/Structure exists provided that the owner(s) of said lots enters into an agreement regarding such conditional approval on terms acceptable to Indian Lake Estates, Inc.

Such agreement regarding a conditional approval shall, among other things: (1) include a representation and warranty from the owner(s) that the lots are contiguous; (2) be binding on the owner's heirs, successors and assigns; (3) provide that such conditional approval shall automatically terminate and become void in the event the owner(s) who enter into the agreement become divested of title to either or both of the contiguous lots by any means whatsoever, or if any event occurs which results in the lots no longer being contiguous.

The form of conditional approval for Accessory Building/Structure or Use will be attached hereto as "Exhibit A" when necessary.

(a) No more than two (2) Accessory Buildings will be allowed per parcel.

(b) The total square footage of any/all Accessory Buildings combined, shall not exceed 50% of the square footage of the Principal Building/Structure.

(c) All Accessory Buildings shall maintain a side lot line set back of no less than 10 ft. and rear lot line set back no less than 5 ft. and shall not be located forward of the Primary Structure.

(d) Accessory Buildings in excess of 250 square ft. must have a roof pitch of at least 5/12.

(e) All Accessory Buildings built on-site must have a roof pitch of at least 5/12 and roofing materials consistent with the roofing building standard. The exception would be to have the roof pitch match the Principal Building/Structure but not less than 3/12.

(g) All Accessory Buildings/Structures built on-site shall have front of building matching exterior appearance and harmony of the Principal Building/Structure.

3. Two complete sets of plans shall be submitted for approval, which shall include all such information submitted to any governmental agency for the construction, improvement, or land development permitting process. This includes, but is not limited to, floor plans, roof plans (together with the type and pitch) and exterior wall plans and fencing and other type of enclosure.

4. Set backs shall be clearly delineated on all such submitted plans, and shall comply with all set back requirements found in the Indian Lake Estates Restrictive Covenants, as well as the applicable zoning set backs established by Polk County.

5. The roofs of any building asphalt shingles are to be applied, shall, at a minimum, be of a 20-year grade and shall be of a type commonly referred to as "architectural" or "dimensional style."

6. The minimum area to be covered by the building shall meet the minimum requirements of the Restrictive Covenants and the building shall, in all respects, comply with any applicable governmental zoning ordinance or governmental regulations.

7. Site plans shall be provided to Indian Lake Estates, Inc. and shall include and depict the precise location of the

(a) Building;

(b) Driveway (and parking or storage area, if required)

(c) Septic tank and field location must be sodded or seeded if local utility is unavailable;

(d) Pump, well, and pressure tank if local utility is unavailable;

(e) Elevation of building;

(f) All culverts to be established at the building site; The size and depth of culvert, box or closed, shall be determined by the road superintendent or the road committee at the direction of the Indian Lake Estates, Inc. board of directors; and

(h) Foundation, which must be solid (not on pillars); and

(i) Exterior walls shall be of brick, concrete block, stone, metal clad, or some combination thereof. Exterior walls may also be constructed with a minimum of 2" x 4" stud walls and shall have storm boxing and a veneer of brick, concrete block or stone with a minimum thickness of 4". Pre-cast exterior walls must be a minimum of 4 inches and 2x4 interior studding.

8. All new construction, including hard surface driveway with street connection, culvert, sidewalk, and landscaping shall be completed within twelve (12) months of construction starting date. For commercial lots, however, landscaping shall be completed within sixty (60) days of construction, in accordance with the commercial covenants. Any variation from the requirements of paragraph #9 must have prior approval of Indian Lake Estates, Inc.

9. Front and/or main entranceway of any dwelling shall have roof or appendage over the doorway to a minimum of four (4) feet.

10. Landscaping plan shall be fully depicted for the subject lot.

11. ***By signing the attached Application for Construction/Renovation Plan Approval*** the prospective builder and the owner of the subject property acknowledges that Indian Lake Estates, Inc. is not responsible for paving or improvements to any non-paved roadways or areas of ingress and egress currently, or at any time in the future.

12. ***By signing the attached Application for Construction/Renovation Plan Approval*** the prospective builder and the owner of the subject property acknowledges that the builder and owner shall complete any construction or improvement in full accordance with all plans and specifications submitted to Indian Lake Estates, Inc., and that any deviation from the plans and specifications constitutes a violation of the Indian Lake Estates, Inc. Restrictive Covenants.

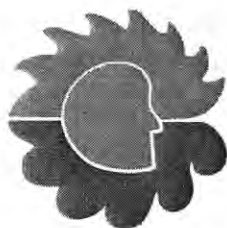
13. Indian Lake Estates, Inc. has the authority to physically inspect the building and site to assure compliance with plans that were approved.

Approved 06/18/96 By:  
Attorney Lance Holden  
Covenant Committee  
ILE Board of Directors

Revised 07/22/98  
11/05/04  
04/16/05  
04/15/10

BY: ILE Board of Directors

# EXHIBIT A



**INDIAN LAKE ESTATES, INC.**  
7510 Red Grange Blvd. • P.O. Box 7395  
Indian Lake Estates, FL 33855-7395  
(863) 692-1433 Fax (863) 692-1436

THIS INSTRUMENT PREPARED BY:  
INDIAN LAKE ESTATES, INC.  
P.O. Box 7395  
Indian Lake Estates, FL 33855-7395

## ***CONSTRUCTION PLAN CONDITIONAL APPROVAL FOR ACCESSORY USE***

INDIAN LAKE ESTATES, INC., "party of the first part," and \_\_\_\_\_ "party of the second part," in consideration of the obligations and conditions granted hereunder, do hereby bind themselves, their heirs, successors, and assigns as well as the real property described herein (it being the intention of the parties hereto that the conditions and restrictions stated herein constitute covenants running with the land and be binding on all parties having any right, title or interest in the real property described herein) as follows:

1. Party of the second part is the current owner(s) of Lots \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, INDIAN LAKE ESTATES, pursuant to the plat(s) thereof recorded in Plat Book \_\_\_\_\_, page(s) \_\_\_\_\_, of the Public records of Polk County, Florida (hereinafter referred to as "Lots \_\_\_\_\_" or "Lot \_\_\_\_\_" as the context requires).

2. Party of the first part is that entity and corporation described in various restrictive covenants for the Indian Lake Estates community as more fully discussed in that January 29, 1998 final judgment, in that action styled as *Indian Lake Estates, Inc. vs. Ronald J. Powell and Kevin A. Watkins*, Case No. GCG-96-2230, recorded on February 6, 1998, in O.R. Book 3967, pages 1741 through 1748, of the public records of Polk County, Florida.

3. Party of the second part hereby represents and warrants that party of the second part Constitutes the sole fee simple owner(s) of the lots described herein, and that furthermore, said lots are contiguous in nature.

4. Party of the second part seeks the plan approval for the erection and maintenance of an accessory use structure on Lot \_\_\_\_\_, pursuant to applicable restrictive covenants, as more fully described above.

5. Party of the first part hereby consents to the conditional approval of such erection and maintenance of an accessory structure on Lot \_\_\_\_\_, and such conditional approval shall continue for as long as (i) party of the second part continues to hold fee simple title to Lots \_\_\_\_\_ and (ii) Lots \_\_\_\_\_ remain contiguous. In the event the part of the second part becomes divested of fee simple title to any or all the lots by any means whatsoever, or if any event occurs which results in the lots no longer being contiguous, this conditional approval shall automatically be deemed canceled, revoked, and void, thereby requiring the removal of the accessory use structure on Lot \_\_\_\_\_ within (60) sixty days unless application is made and approved for a Principal Building/Structure and commencement of construction is within (180) one hundred eighty days.

6. In the event of litigation enforcing, arising out of related to , or construing this Agreement, Indian Lake Estates, Inc. shall be entitled to recover all reasonable attorney's fees and costs incurred therein.

IN WITNESS WHEREOF, the undersigned parties have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, sealed and delivered in the presence of :

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Witness

**INDIAN LAKE ESTATES, INC.**  
a Florida Corporation not for profit  
By: \_\_\_\_\_, President  
P.O. Box 7395  
Indian Lake Estates, FL 33855-7395

**PARTY(IES) OF SECOND PART**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as President of Indian Lake Estates, Inc., on behalf of the corporation, and is personally known to me or has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
Print/Type Name of Notary Public  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, and is personally known to me or has Produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
Print/Type Name of Notary Public  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## 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 interest 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 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 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 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 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 to the Corporation, its nominees, 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.