

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
- Exhibit B - Golf Lots Guidelines
- Residential Building Standard
- Lagoon Construction Policy
- Covenants for Residential

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:**

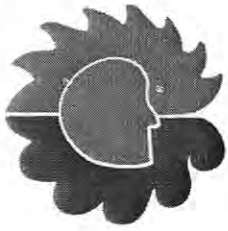
_____	Date: _____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.

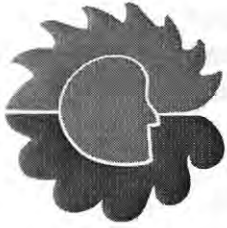
Thank you,

I.L.E. Covenant Review Board

Revised 04/15/10

By: ILE Board of Directors

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 plan(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: _____

EXHIBIT B
SUPPLEMENT TO RESTATEMENT OF RESIDENTIAL BUILDING STANDARDS FOR GOLF COURSE LOTS.

COLF COURSE LOTS ARE THOSE LOTS LYING AND SITUATED IN BLOCK 273, 1 THROUGH 32 ADND BLOCK 275. 1 THROUGH 13.

The following supplemental building standards shall apply to the Golf Course lots effective 08/11/09

- A. Only one shed per home, with a size not to exceed 200 square feet (10x20). Placement of the shed is restricted to the side of the house. Shed is not to be placed beyond the front or the rear of the house, and should not be placed to the rear of the swimming pool enclosure, and not be mad part of the house, and should not be placed to the rear of the swimming pool enclosure, and not be made part of the swimming pool enclosure. Entrance to the shed must be at the front towards the roadside. A side emergency door is permitted. NOTE – NO REAR OPENING ON THE GOLF COURSE SIDE.
No lean-to or addition of any kind is allowed to be on or next to the shed.
A 5 foot easement for side boundaries is required.
Shed style must be manufactured design and finish.
Shed must be approved by Indian Lake Estates, Inc. before construction can commence.
- B. No fences, shall be allowed other than a decorative poly vinyl fence of a height no higher than 6 feet, and away from the house 8 feet and no longer than 9 feet in length, may be placed on the side of the house around the air conditioner, pool heaters, trash cans, etc. except the minimum required by governmental law or ordinance for the security of swimming pools, will be allowed. NO chain link fence or fence made of any other product will be approved.
- C. Outside clothes lines of any type will only be allowed on the side.
- D. No above ground swimming pools will be allowed.
- E. No horses, pigs, chickens, goats, cattle or other animals, except commonly accepted domestic dogs, cats, and birds, will be allowed to be kept on the property.
- F. Holiday decorations and party signs may be erected on the homeowner’s property prior to the event, and must be removed within 7 days after the event.
There should be no more than 2 signs per property.
The size of the sign should not be greater in size than the standard “real estate for sale sign” commonly found in Indian Lake Estates.
No signs or decorations may be may obscure the house number.
NO signs with political, disparaging, slanderous comment will be allowed.
Contractor related signs such as “Another good job by XXXX” are allowed as long as they conform to the Indian Lake Estates” established sign standards. These signs must be removed within 7 days from the completion of the job.

Approved by Board of Directors: 05/22/06
08/11/09
04/15/10

Indian Lake Estates Lagoon/Waterway Construction Policy

Area Data: Lots with few exceptions 146'x150', corner lots and lots along Banyan Dr. and Arborea Dr. vary in size.
Roadways are 40' - Public Property – ILE Inc.
Lagoons are 100' – Public Property – ILE Inc.
Set Backs 50' in front and 20' sides.
All lots are zoned R1 – Single resident, residential

Property owners may construct walkways, piers, boat docks, and retaining walls, etc. with the following restrictions:

- A. Property owners of lagoon lots may construct retaining walls along the property line between lagoon and lot, silt screen must be used.
- B. Excavation shall be limited to whatever is required for the wall footers. Shoreline aquatic weeds and grasses may be removed.
- C. Lagoons shall not be excavated, deepened or filled except for maintenance purposes by Indian Lake Estates, Inc.
- D. Walkways, piers, or boat docks shall not extent more than 20' into the public lagoon area.
- E. Property owners of lagoon lots are not permitted to participate in any commercial enterprise involving their water front property: such as, but not limited to: bait sales, boat or equipment sales or maintenance, boat rental, or other recreational equipment rental.
- F. Cleaning fish and dumping residue into the lagoons, feeding alligator, aquatic birds animals is prohibited.
- G. Proper maintenance and upkeep of lagoon facilities by property owners is required to maintain the desired appearance.
- H. NO bulkhead or boat dock or pier shall be built until plans have been approved by Indian Lake Estates, Inc. Refer to residential bldg stds, page 2 para No. 8(a).
- I. Construction detail items such as roadside drainage, driveway culverts, lot side grade and drainage shall be considered on an individual basis with maintenance personnel of Indian Lake Estates, Inc. Refer to Residential Bldg. Stds, page 2, para 8 (a)

Revised 4/15/2010

By: ILE Board of Directors

RESTATEMENT OF RESIDENTIAL 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 with the exception of the attached "Exhibit B" pertaining to Golf Course Lots.
- (b) The total square footage of any/all Accessory Buildings combined, shall not exceed 50% of the square footage of the living area of the Principal Building.
- (c) All Accessory Buildings shall maintain a side lot line set back of no less than 5 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.
- (f) Garages which face directly or diagonally toward a street require an approved driveway culvert.
- (g) All Accessory Buildings/Structures built on-site shall have front of building matching exterior appearance and harmony of the Principal Building/Structure.
- (h) There shall be no more than 2 contiguous lots, joined by submitting the necessary form at the Polk County Appraisal office.
- (i) The exterior finish shall adhere to section 2/g;
- (j) The size shall not exceed the size of the primary building, and must conform to architectural finish of the primary building;
- (k) The use of the building is solely for personal storage and hobby, and not to be used to conduct commercial activities of any kind.

3. All Golf Course lots located in Block 273, Lots 1 through 32, and Block 275 lots 1 through 13 shall also be governed by the supplemental building standards attached hereto as "Exhibit B."

4. 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.

5. 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.

6. All shingles, at a minimum, shall be of a 20-year grade and shall be of a type commonly referred to as "architectural" or "dimensional" style.

7. The minimum area to be covered by the building shall meet the minimum requirements of 1200 square feet and the building shall, in all respects, comply with any applicable governmental zoning ordinance or governmental regulations.

8. Canal Lots:

(a) An erosion barrier (silt fence) must be erected along the water frontage at the commencement of lot clearing, and remain in place until the Certificate of Occupancy is issued by Polk County.

(b) No dock and/or boathouse will be approved or allowed to be constructed prior to the approval of plans and pouring of slab for a primary residence. Refer to waterway construction policy.

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

(a) Building;

(b) Driveway;

(c) Garage or carport;

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

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

(f) Elevation of house;

(g) Pitch of roof (with a minimum of 5/12);

(h) 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

(i) Home construction storm water runoff and lot drainage; and

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

(k) Exterior walls shall be of brick, concrete block, stone, (Hardiboard, Hardiplank, cernplank, Hardpanel, Cempanel, Hardisoffit, Cemsoffitt) or any combination thereof. No exterior wall covering shall be used from plastic, wood or any other material, other than listed above. Exterior walls may also be constructed with a minimum of 2"x4" 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 thickness of 4". Precast exterior walls must be a minimum of 4' and 2"x4" interior studding (defer to county).

10. 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.

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

12. Landscaping plan shall be fully depicted for the subject lot. A minimum of ten (10) feet of sod around house and a minimum of two (2) feet around driveway and sidewalk, is required as part of the landscaping plan.

13. 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.

14. 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. Any changes to original plans must be processed through the county and reviewed by the Covenant Review Board prior to construction.

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

Approved 11/16/95 BY:
Attorney Lance Holden
Covenant Committee
ILE Board of Directors

REVISED BY ABOVE: 05/16/96
 07/09/96
 07/22/98
 08/22/01

REVISED 12/30/02
 11/05/04
 04/13/05
 04/15/10

BY: ILE Board of Directors

RESIDENTIAL COVENANTS

1. All lots & parcels of land in the subdivision known as Indian Lake Estates, Florida shall be reserved & 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 800 square feet, exclusive of open porches, patios or breezeways, except for all those lots in Block 240 and Blocks 260 through 268 respectively, and lots 11 and 12 in Blocks 241 through 243 respectively and Lot 13 in Block 244, 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 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.

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 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 (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 install streets and roads on the property, a golf course, club house, beach areas, and other recreational facilities, at no additional expense to the purchaser.

***Presently the fee is \$50.00 plus \$2.86 per \$1000 assessment per Polk County Property Appraiser**