

	Property Details
Assessor's Parcel Number:	29-31-13-994090-030020
Property Address:	1009 Tropicana Dr, Indian Lake Estates, FL, 33855
County, State:	Polk County, FL
Subdivision:	INDIAN LAKE ESTATES UNIT 9 REVISED
Lot Number:	20
Legal Description:	Indian Lake Est Unit 9 Sec 13 31 29 Pb 40 Pg 42 Blk 300 Lot 20
TRS:	T31S R29E SEC13
Parcel Size:	0.50 Acres
Terrain Type:	Wooded
Lot Dimensions:	103.6 feet North 208.69 feet East 103.6 feet South 207.2 feet West
Elevation:	23.4 m or 76.8 feet



Flood Zone / Wetlands:	Yes, the eastern portion of the parcel falls within a designated Flood-Zone, area.
Notes:	Please see deed attached for complete legal description.
	Property Location & Access
Google Map Link:	https://maps.app.goo.gl/v8k1PitswdB2yKCD9
GPS Coordinates (Center):	27.78755, -81.37622
GPS Coordinates (4 corners):	27.7878, -81.3761 NE 27.7873, -81.3761 SE 27.7873, -81.3764 SW 27.7878, -81.3764 NW
City or County Limits:	County
School District:	Polk County School District
Access To Property:	Yes, Tropicana Dr
Road Type:	Dirt / Gravel
Who Maintains Roads:	County
Closest Highways:	State Rd 60



Notes:	The tax amount and assessed values above are for the year 2023
Annual Property Taxes:	\$73.20
Tax Liens? If so amount owed:	No
Back Taxes Owed? If so amount owed:	No
Assessed Actual Value:	\$9,600.00
Assessed Taxable Value:	\$2,420.00
	Property Tax Information
Notes:	N/A
Nearby Attractions:	Spook Hill, 321 Dr JA Wiltshire Ave, Lake Wales, FL 33853 (31 min, 23.9 miles) Bok Tower Gardens, 1151 Tower Blvd, Lake Wales, FL 33853 (32 min, 25.0 miles) Peppa Pig Theme Park Florida, One Legoland Way, Winter Haven, FL 33884 (42 min, 33.7 miles)
Closest Gas Station:	Town Star, 7030 US Hwy 27, Frostproof, FL 33843 (31 min, 23.7 miles)
Closest Small Town:	Indian Lake Estates, Florida 33855 (5 min, 2.1 miles)
Closest Major City:	Lakeland, Florida (1 Hr 1 min, 51.2 miless)



	Zoning & Restriction Information
Zoning / Property Use Code:	RESIDENTIAL SUBURBAN-X
What can be built on the property?	Single-family residential. Please see attached CC&R's for further details.
Time limit to build?	Permit it is good for 180 days
Is camping allowed?	Per County, No Per CC&Rs and HOA, not allowed.
Camping restrictions if any:	N/A
Are RV's allowed?	Per County, No Per CC&Rs and HOA, not allowed, you may only park an RV after you build a house.
RV restrictions if any:	N/A
Are mobile homes allowed?	Per County, No Per CC&Rs and HOA, not allowed.
Mobile home restrictions if any:	N/A
Are tiny homes allowed?	Per County, Yes Per HOA, not allowed
Tiny home restrictions if any:	Would need to meet the Florida Building Code requirements for a single-family residence while undergoing the building permit process. Only one home is permitted per parcel of land.
Are short term vacation rentals allowed?	Per County, No Per CC&Rs and HOA, not allowed.



Vacation rental restrictions if any:	N/A
Is property part of an HOA / POA?	Yes, https://www.indianlakeestatesinc.com/default.aspx
HOA / POA dues, if any:	Annual Fee: \$362.30 As per POA, Only the owner is provided with information regarding back dues, if any.
Subdivision CC&R Availability:	See attached covenants.
CC&R Information:	N/A
Deed Availability:	See attached copy.
Deed Information:	Book/ Page: 2732/ 1038
Notes:	This parcel is outside of the city limits. See attached CC&Rs for additional details. As per Indian Lakes Estates, they are a golfing community that charges an annual maintenance fee for the lots that are part of their association.
	Utility Information
Water?	Would have to drill a well.
Sewer / Septic?	Would have to install a septic system.
Electric?	Would have to contact Peace River Electric Coop (800-282-3824).
Gas?	Would have to contact AmeriGas (863-439-1597), Suburban Propane (863-402-0011), etc.



Would have to contact Polk County Waste Management And Recycling (863-284-4319).
As per Indian Lakes Estates POA, a well and septic system are required. Power poles visible on street.
County Contact Information
https://www.polk-county.net
https://www.polkpa.org
https://www.polktaxes.com
https://www.polk-county.net/information-technology/public-records-request
https://map.polkpa.org/?parcelid=293113994090030020
https://www.polk-county.net/land-development
(863) 534-6792
(863) 534-7670
863) 534-4700
Main: (863) 534-4777 / Lakeland Office: (863) 802-6150 / Winter Haven Office: (863) 401-2424



City Website:	N/A
Phone number for City:	N/A
Notes:	N/A
DISCLAIMER	The information in MyBestLandDeals.com's Due Diligence reports is for general purposes only. Buyers must conduct their own due diligence. MyBestLandDeals.com is not liable for any inaccuracies.

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18.00 38.00

WARRANTY DEED

11 E Properties, Inc. a Florida corporation, the Grantor, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration received from <u>Maria Teresa Giraldo</u>

the Grantee, whose post office address is 6111 N. Damen Avenue, Chicago, Illinois 60659 hereby grants and conveys to the Grantee the real property in Polk County Florida, described as follows

, of Indian Lakes Estates, according to the Plut thereof Block 300 9 Lot 20 Unit

Page ...42 . Public Records of Polk County Florida (the Lot') 40 recorded in Plat Book Subject to covenants, conditions, restrictions and easements of record and real estate taxes for the current year and subsequent years

Further subject to the Deed Covenants and Restrictions sel forth below, which covenants and restrictions are imposed by the Grantor herein and shall constitute a covenant running with the land and shall be binding upon the Grantee and all persons deriving title through the Grantee.

the recording of a Satisfaction of Lien

And the Grantor covenants as against all persons that the Lot is free of all encumbrances except as set forth above, that lawful seisin of and good right to convey the Lot are vested in the Grantor, and that the Grantor hereby fully warrants the title to the Lot and will defend the same against the lawful claims of all persons whomsoever except for claims relating to the above encumbrances

Signed, sealed and delive

1989

ILE Properties Inc

esence of

This Deed is dated the 15th day of April

STATE OF FLORIDA

SS COUNTY OF ... DADE

Documentary Tax Pd. \$_/\(\frac{1}{2}\) 33 99 Intangible Tax Pd. \$_ E.D. "Bud" Dixon, Clerk, Polk Co. By: _______Deputy Clerk

toregoing instrument was acknowledged before me this 15thbay of py ... K中日 其 FISCHER as VICE PRESIDENT April 19.89, on behalf of the cor of LE Properties Inc. a Florida corporation

way Jorida at Laige Nalary Public State My Commission Expires

MOJARY PUBLIC STATE OF FLORIDA MY GONNISSION EXP JULY 17,1992 BONDED TARU GENERAL INS. UND.

FILED, RECORDED AND RECORD VERIFIED E. D. "Bud" DIXON, CIk. Cir. Ct. POLK COUNTY, FLA. ٩v

647 4789 D.C

5.00 **EEF13.5 IEFT91** 1.00 **IEFT51** 106.00 DEPTS9 23.99

382 # 135.99 CHECKS 94584

DEED COVENANTS AND RESTRICTIONS

- (a) All buildings constructed upon the Lot shall be connected at the Grantee's expense to central water and sewer (a) An boundings constructed upon the Construction and the Construction of the facilities within ninety (90) days after such utilities or either of them, have level made available. After the connection date aforesaid, no cesspools, septic tanks or other individual or privately owned sewage dispusal system or private wells shall be installed or permitted to be used on the Lot
- (b) Additionally, the Grantee shall pay a charge in aid of construction and maintenance for the central water and the central sewer systems in the following manner.
 - (i) The Grantee shall pay the charge in aid of construction and maintenance applicable to the central water system on the date that the system is made available to the Lot or if the central system is then available on the date of this con-
 - veyance, whether or not a connection is actually made by the Grantee at that time to the central system.

 (ii) The Grantee shall pay the charge in aid of construction and maintenance applicable to the central sewer system. (ii) The Granice shall pay the charge in aid of construction and maintenance applicable to the central sewer system on the date that the said central sewer system is made available to the Lot or if the central system is then available on the date of this conveyance whether or not a connection is actually made by the Granice at that time to the central system (iii). The foregoing charges will reflect construction, installation, and material costs prevailing at the time of installation. They are subject always to adjustment, at any time, and from time to time, to reflect such costs as they may exist at the time of certainty.
- at the time of installation (C). It is expressly understood and agreed that the charges described in paragraph (b) above shall be and constitute liers and encombrances on the land affected thereby and any improvements thereon, and that by the acceptance of title to liers and encombrances on the land affected thereby and any improvements thereon, and that by the acceptance of title to the Lot with respect to which these covenants and restrictions are imposed, the Grantee and all subsequent owners thereof shall be deemed to have agreed to the imposition of such liens and encombrances it is further expressly understood and agreed that such charges will become a tien or encombrance on the Lot on the date on which the respective charges are due as hereinabove provided. Said liens may be enforced in the manner provided by law by or on behalf of the Granter, and its successors and assuns.
- successors and assigns (d) Charges for water and sewer service shall be established by the person, from or corporation furnishing same, subject (d) Charges for water and sewer service shall be established by the person, firm or corporation furnishing same, subject to applicable governmental regulation in existence at the time said service may be furnished. Grantee agrees to pay for such services as may be furnished upon the rendering of bills or statements for same.

 (e) When connection is made to either central system, a tap in charge shall become due and payable to the person time of connections.
- firm or corporation furnishing the service
- (f) Any party bringing any legal proceeding to enforce any of the above covenants or liens, shall be entitled to recover in addition to costs allowed by law, such sums as the court may adjudge to be reasonable for the services of an attorney, at trial and appellate levels.
- (g) Invalidation of any one of the above covenants imposed by this deed, by judgment or court order, shall not, in any way, affect any of the other covenants or provisions, all of which shall remain in full force and effect.

This Instrument Prepared By IKARENIK, FISCHER, V.P., LLE, Properties, Inc., 4912 S.W. 72 Avenue, Miami, Florida 33155





INSTR # 2013233094
BK 9139 Pgs 913-929 PG(s)17
RECORDED 12/20/2013 02:19:18 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$146.00
RECORDED BY syblwigg

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.
 - 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.
 - 1. 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 annually by not more than the latest published annual Consumer Price Index (CPI-U) or five (5%) percent, whichever is less.
 - 2.03. Any annual increase in the maximum License Fee in excess of the latest published annual Consumer Price Index (CPI-U) 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. Access. Nothing herein shall be construed to restrict, limit, or curtail the legal access afforded each of the Lots by the Plats.
- 6. Effective Date. This instrument shall be effective upon its recording in the public records of Polk County, Florida.
- 7. 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.

Witnesses:

Signature of witness

Printed name of witness

Signature of witness

Theodore 134BNV

STATE OF FLORIDA

Indian Lake Estates, Inc.

Levin, President

COUNTY OF +OLK	
Determony, 2013, by Gary Levin, a corporation not for profit, who is person Driver's License, or □ who has produced	a Driver's License, or □ who has iffication, and who certifies that she/he is authorized to
(Notary Seal)	Notary Public in and for State of Florida
	Printed name: Angen D. Sullivan My Commission expires: April 2 2016 My Commission No.: EE/88164
Witnesses:	
Signature of witness	ILE Utilities, Inc.
Printed name of witness	Keith Whiteleather, President
Signature of witness	
GARY LEVIN	
Printed name of witness	
STATE OF FLORIDA	
COUNTY OF POLK	
2013, by Keith Whitelea	NT was acknowledged before me this 17th day of ther, as president of ILE Utilities, Inc., a Florida nally known to me or \square who has produced Florida a Driver's License, or \square who has

as identification, and who certifies that she/he is authorized to

produced

bind this corporation.



Notary Public in and for State of Florida

Printed name: Arch D. Sullivan My Commission expires: Apail 12, 2016 My Commission No.: EE 1887164

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 C

NEW RESIDENTIAL RESTRICTIONS

*Amended November 7, 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.
- 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 lot line, except for lagoon lots which will be thirty-five (35), or within fifteen (15) feet of the back lot line or within fifteen (15) 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.
- 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 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 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 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 of 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. The Lot Owner 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.
- 14. All vacant lots shall be kept free of material which may constitute a fire hazard and after thirty (30) days written notice to the owner, Indian Lake Estates, Inc., reserves the right of entry on vacant lots for the purpose of clearing away such hazardous material.
- 15. 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.

- 16. 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.
- 17. Indian Lake Estates, Inc. shall maintain a clubhouse, pier, lakefront, and recreational facilities for the use, enjoyment, and pleasure of the members of Indian Lake Estates. ILEI shall maintain streets and roads on the property, except ILEI shall not be construed to require the construction or maintenance of any road not presently in service or maintained.

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 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.
- 4. 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.
- 5. No commercial building and/or duplex having a total area of less than 1350 square feet shall be erected or planned on any lot.
- 6. 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.
- 7. 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.

- 8. 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.
- 9. No noxious of 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.
- No individual drainage system shall be permitted or 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.
- 11. 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.
- 12. 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.
- 13. All buildings and structures erected shall meet the health and construction requirements and regulations of all State, County, and City authorities.
- 14. 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.
- 15. 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.
- 16. The Lot Owner 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.
- 17. All vacant lots shall be kept free of material which may constitute a fire hazard and after thirty (30) days written notice to the owner, the Corporation reserves the right of entry on vacant lots for the purpose of clearing away such hazardous material.
- 18. Indian Lake Estates, Inc. shall maintain a clubhouse, pier, lakefront, and recreational facilities for the use, enjoyment, and pleasure of the members of Indian Lake Estates. ILEI shall maintain streets and roads on the property, except ILEI shall not be construed to require the construction or maintenance of any road not presently in service or maintained.

EXHIBIT E

SECRETARY'S CERTIFICATE FOR INDIAN LAKE ESTATES, INC.

THE UNDERSIGNED [Name], corporate Secretary of Indian Lake Estates, Inc., a Florida not for profit corporation hereby certifies that the foregoing AMEMDMENT AND RESTATEMENT OF LICENSE AGREEMENT AND COVENANTS AND RESTRICTIONS FOR INDIAN LAKE ESTATES, was adopted by the members and the board of directors of the said corporation, pursuant to the articles of incorporation and the bylaws of the said corporation, at meetings called for that purpose at which a quorum was present.

WITNESS my hand and the seal of the corporation, this 17th day of Documber 2013.

(Corporate Seal)

[Printed Name], Secretary

LEO LYTTLE

EXHIBIT F

SECRETARY'S CERTIFICATE FOR ILE UTILITIES, INC.

THE UNDERSIGNED [Name], corporate Secretary of ILE Utilities, Inc., a Florida not for profit corporation hereby certifies that the foregoing AMEMDMENT AND RESTATEMENT OF LICENSE AGREEMENT AND COVENANTS AND RESTRICTIONS FOR INDIAN LAKE ESTATES, was adopted by the members and the board of directors of the said corporation, pursuant to the articles of incorporation and the bylaws of the said corporation, at meetings called for that purpose at which a quorum was present.

WITNESS my hand and the seal of the corporation, this 17th day of December 2013.

(Corporate Seal)

CONTRACTOR

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	Polk	City Sp	ecial P	rotec	tion A	rea									Rural Special Protection Area								
	CEX	LCCX 1	L/RX	RL-	RL- 2X	RL-	RSX	ROSX	INST- 1X	INST- 2-X	BPC-	BPC- 2X	ссх	осх	INST-	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX	
								Re	sidentia	l Uses								'	1	,			
Duplex/Two- Family Attached						C3	С3															C3	
Family Farm/Family Homestead							C1												C1			C1	
Fly-in Community																			С3			C3	
Group Home, Small (6 or less residents)				C1	C1	C1	C1												C1			C1	
Group Home, Large (7-14 residents)							СЗ		C1	C1					C1	C1			С3			C3	
Group Living Facility (15 or more residents)				С3	С3	СЗ	С3		C2	C2					C2	C2						СЗ	
Farm Worker Housing																			С3				
Mobile Home Park			С3	С3	С3	С3	С3											C3				C4	
Mobile Home Subdivision				С3	С3	С3	С3															C4	
Mobile Homes, Individual				C1	C1	C1	C1												C1	C1		C1	
Multi-Family						С3																	
Recreation Active			C2	С3	С3	С3	С3	C2	C2	C2					С3	C2		C2	С3			C3	
Residential Infill Development				C2	C2	C2	C2																
Short -Term Rental Units			Р	С3	C3	C3												Р					
Single-Family Detached Home				Р	Р	Р	Р												Р	Р		Р	

	Polk	City Sp	ecial P	rotect	tion A	rea									Rural Special Protection Area									
	CEX	LCCX 1	L/RX	RL-	RL- 2X	RL-	RSX	ROSX	INST-	INST- 2-X	BPC-	BPC- 2X	ссх	осх	INST-	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX		
Suburban Planned Development (SPD)							С3															C3		
									Mixed-L	Jses										,				
Planned Development	C3	С3	C3	С3	С3	C3	С3	С3			С3	С3	C3	C3			C3	C3	С3	С3	С3	C3		
Residentially Based Mixed Development (RBMD)				С3	СЗ	СЗ																		
			ı					Al	l Other	Uses		1		ı	ı									
Adult Day Care Center (7 or more clients)				С3	СЗ	СЗ	С3		C2	C2					C2	C2						C3		
Agricultural Support, On-site	Р		Р	Р	Р	Р	Р	Р	Р		Р	Р	Р		Р			Р	Р	Р	Р	Р		
Agricultural Support, Off-site		C2					С3												С3	С3		С3		
Agriculture, Intensive							С3												C2			СЗ		
Alcohol Package Sales	C1	C1	C1								C1	C1	C1					C1			C1			
Animal Grazing	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р	Р		Р	Р	Р	Р	Р		
Bars, Lounges, and Taverns	С3	С3	C1								C1	C1						C1			С3			
Bed & Breakfast				С3	С3	С3	С3											С3	С3			C3		
Breeding Facility, Wild or Exotic																			C4	C4				
Cemetery									C2	C2									С3			С3		
Childcare Center	C2	C2		С3	С3	С3			Р	Р			Р	С3					C3		C2			

	Polk	City Sp	ecial P	rotect	tion A	rea									Rural	Special	Protec	ction A	rea			
	CEX	LCCX 1	L/RX	RL-	RL- 2X	RL- 3X	RSX	ROSX	INST-	INST- 2-X	BPC-	BPC- 2X	ссх	осх	INST-	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX
Clinics & Medical Offices	С3	Р							C2	C2			Р	Р							С3	
Communication Towers, Guyed & Lattice								C3	C2	C2	С3	C2			C2	C2			C2	C2		
Communication Towers, Monopole		С3	C3					С3	C2	C2	C2	C2			C2	C2	С3	C3	C2	C2		
Community Center	C2	C2	C2	С3	С3	С3	С3	C2	C2	C2	C2	C2	C2	C2	C2	C2		C2	C3		C2	С3
Convenience Stores, Isolated							С3												С3			С3
Correctional Facility										C4						C4			C4			
Cultural Facility	C2	C2	C2	С3	С3	С3	С3	C2	C2	C2	C2	C2	C2	C2	C2	C2		C2	С3		C2	СЗ
Emergency Shelter, Small (6 or less residents)				C1	C1	C1	C1												C1			C1
Emergency Shelter, Medium (7-14 residents)							С3		C1	C1					C1	C1			С3			C3
Emergency Shelter, Large (15 or more residents)				С3	С3	С3	C3		C2	C2					C2	C2						C3
Equipment Repair, Major												C2										
Farming, General	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р	Р		Р	Р	Р	Р	Р
		C2																				
Financial Institution	C2										C2	C2	Р	C2							C2	
Financial Institution, Drive-Thru	C2	C2									C2	C2	C2	С3							C2	
Forestry Specialized Operations																			C2	C2		

	Polk	City Sp	ecial P	rotect	tion A	rea									Rural Special Protection Area									
	CEX	LCCX 1	L/RX	RL-	RL- 2X	RL- 3X	RSX	ROSX	INST-	INST- 2-X	BPC-	BPC- 2X	ссх	ОСХ	INST-	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX		
Funeral Home & Related	C3	C2											Р								С3			
Gas Stations	C2	C2									C2	C2	C2								C2			
Golf Course	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1										
Governmental Facilities	Р	Р	C3	С3	С3	С3	С3	С3	Р	Р	Р	Р	Р	С3	С3	С3		С3	С3	C3	Р	С3		
Heliports									C2	C2	C2	C2			С3	С3			C2					
Helistops	C3	C2	C3	С3	С3	С3	С3	C3	C2	C2	C2	C2	C2	С3	С3	C3		C3	C2		С3	C3		
Hospitals									С3	C2				С3										
Hotels and Motels	C3										C2	C2									СЗ			
Kennels, Boarding	СЗ	С3																	C3		СЗ			
Kennels, Breeding							C3												C3			C3		
Lime Stabilization Facility	C3								С3	С3	С3	С3			С3	С3			C3			C3		
Livestock Sale/Auction																			C3					
Lodges and Retreats			Р				C3	С3	Р	Р								Р	C3	C3		СЗ		
Manufacturing, Light											C2	Р												
Marina & Related Facilities	C1	C1	C1										C1					C1	С3		C1			
Medical Marijuana Dispensaries	C2	C2	C2								C2	C2	C2	С3				C2			C2			
Mining, Non-phosphate	С3		С3	С3	С3	С3	С3	С3	С3	С3	С3	С3	СЗ	С3				С3	С3	С3	С3	С3		
Motor Freight Operations	СЗ											Р									С3			

	Polk City Special Protection Area														Rural Special Protection Area								
	CEX	LCCX 1	L/RX	RL-	RL- 2X	RL-	RSX	ROSX	INST- 1X	INST- 2-X	BPC-	BPC- 2X	ССХ	осх	INST-	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX	
Nightclubs and Dance Halls		С3	C3								C1	C1						С3			С3		
Nurseries, Retail	C2	Р											Р								C2		
Nurseries & Greenhouses	C2	Р					С3						Р						Р		C2	С3	
Nursing Homes	C2	C2							C2	C2					C2	C2					C2		
Offices	C2	Р							C2	C2	Р	Р	Р	Р							C2		
Personal Service	C1	C2									Р	Р	Р	C2							C1		
Printing & Publishing		Р									C2	C2		C3									
Recreation, High Intensity			C3	С3	С3	С3	С3	C2	C2	C2								С3					
Recreation, Low-Intensity	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2					С3	С3		C2	C3	C3		C2	
Recreation Passive	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	
Recreation & Amusement, General	С3	C2	Р										Р	С3				Р			С3		
Recreation & Amusement - Intensive									С3	С3													
Recreational Camping			C2					C2															
Recreational Vehicle Park			C2															C2					
Religious Institutions	C2	C2	C2	С3	С3	С3	С3	C2	C2	C2	C2	C2	C2	C2	C2	C2		C2	C3		C2	СЗ	
Institutional Campgrounds			Р				C3	С3										Р	C3	C3		C3	
Research & Development									C2	C2	Р	Р		C2	C2	C2							

	Polk City Special Protection Area														Rural Special Protection Area								
	CEX	LCCX 1	L/RX	RL-	RL- 2X	RL-	RSX	ROSX	INST- 1X	INST- 2-X	BPC-	BPC- 2X	ссх	ОСХ	INST-	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX	
Residential Treatment facility									C4	C4									C4				
Restaurant, Drive-through	C2	C2									C2	C2	C2								C2		
Restaurant, Sit-down & Take-out	C2	C2	C2								C2	C2	C2					C2			C2		
Retail, Less than 5,000 square feet	Р	Р	C2								C2	C2	Р	С3				C2			Р		
Retail, 5,000 - 49,999 square feet	C2	C2											С3										
Retail, Outdoor Sales/Display	С3	C2										Р									С3		
Riding Academies							C1	C1										C1	C1			C1	
School, Leisure/Special Interest	C2	C2	C3					Р	Р	Р	C2	C2	C2	С3				C3			C2		
School, Technical/Vocational/Trade/Training	C3	C3	C2						С3	Р	C2	C2	C3	C2				C2			С3		
Self-storage facility	C2	C2									C2	C2									C2		
Solar Electric-Power Generation Facility							С3		C2	C2	C2	C2			C2	C2			С3			С3	
Stable/Riding Academy			Р					Р															
Studio, Artisan	Р	Р										Р	Р						C3		Р		
Studio, Production	Р	Р							Р	Р	Р	Р		Р	Р	Р					Р		
Transit, Commercial	С3	C3									C3	Р											
Transit Facility	Р	Р							Р	Р	Р	Р			Р	Р					Р		
Utilities, Class I	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	C2	Р	Р	Р	Р	Р	

	Polk City Special Protection Area														Rural Special Protection Area								
	CEX	LCCX 1	L/RX	RL- 1X	RL- 2X	RL- 3X	RSX	ROSX	INST-	INST- 2-X	BPC-	BPC- 2X	ссх	ОСХ	INST- 1X	INST- 2X	PRE SVX	L/RX	A/RRX	CORE	CEX	RSX	
Utilities, Class II	C1	Р	C1	C1	C1	C1	C1	C1	Р	Р	C1	C1	C1	C1	Р	Р	C2	C1	C1	C1	C2	C1	
Utilities, Class III	C3	С3	С3	С3	С3	С3	С3	С3	С3	С3	С3	С3	СЗ	С3	C3	С3		С3	С3	С3	С3	С3	
Vehicle Repair, Auto body	С3	С3										Р									С3		
Vehicle Service, Mechanical	СЗ	C2										Р	Р								СЗ		
Vehicle, Sales and Leasing	C2	C2																			C2		
Veterinary Services	C1	Р											C1						C3		C1		
Warehousing/Distribution											Р	Р											

Rev. 7/11/17 - Ord. 17-036; 4/19/16 - Ord. 16-023; 11/4/14 - Ord. 14-066; 12/6/11 - Ord. 11-033; 12/06/11 - Ord. 11-032; 8/19/10 - Ord. 10-058; 2/3/10 - Ord. 10-007; 11/23/09 - Ord. 09-066; 12/01/09 - Ord. 09-073; 07/22/09 - Ord. 09-047; 02/16/05 - Ord. 05-05; Rev. 01/03/05 - Ord. 04-80; Rev. 12/08/03 - Ord. 03-67; Rev. 03/19/03 - Ord. 03-23; Rev. 10/23/02 Ord. 02-68; Rev. 5/15/02 - Ord. 02-22; Rev. 2/11/02 - Ord. 02-04 - Ord. 02-06; Rev. 12/28/01 - Ord. 01-92; Rev. 7/25/01 - Ord. 01-57)