

**"THE GALLERIES" RESTRICTIVE COVENANTS**

THE DEVELOPER DECLARES THAT ALL OF THE PROPERTY DESCRIBED AS "THE GALLERIES", CROWN POINT, INDIANA, SHALL BE HELD, SOLD, AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS, COVENANTS, AND CONDITIONS, ALL OF WHICH ARE FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE AND ATTRACTIVENESS OF THE PROPERTY. THESE EASEMENTS, RESTRICTIONS, COVENANTS, AND CONDITIONS SHALL RUN WITH THE REALESTATE CONVEYED AND LEGALLY DESCRIBED AS FOLLOWS:

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1. ALL LOTS IN THESE ADDITIONS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY.

2. A. ALL ONE-STORY RESIDENTIAL STRUCTURES WITH BASEMENTS SHALL HAVE A MINIMUM FIRST FLOOR AREA OF 1800 SQ FT.

B. ALL 1-1/2 STORY AND TWO-STORY RESIDENTIAL STRUCTURES WITH BASEMENTS SHALL HAVE A MINIMUM TOTAL FLOOR AREA OF 2300 SQ FT.

C. THERE SHALL BE NO QUAD-LEVEL, TRI-LEVEL, AND/OR BI-LEVEL RESIDENTIAL STRUCTURES.

D. ALL RESIDENTIAL STRUCTURES WITHOUT A BASEMENT OR ON A CONCRETE SLAB SHALL HAVE A MINIMUM FIRST FLOOR AREA 20% GREATER THAT LISTED ABOVE.

E. THE ABOVE MINIMUM AREAS DO NOT INCLUDE PORCHES, BREEZEWAYS, OR ATTACHED GARAGES.

F. ANY RESIDENCE OR DWELLING HOUSE ERECTED ON ANY LOT DESCRIBED ABOVE SHALL HAVE AN ATTACHED TWO CAR GARAGE AND PROVIDE A MINIMUM OF TWO OFF STREET PARKING SPACES WHICH SHALL CONSIST OF A PAVED DRIVEWAY. ALL DRIVEWAYS AND PARKING AREAS SHALL BE OF RIGID SURFACE. RIGID SURFACE IS DEFINED AS PAVING BRICK, BLACKTOP, OR RIGID Poured CONCRETE.

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3. **CONVEYANCE:** EACH LOT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED AND LEGALLY DESCRIBED FREEHOLD INTEREST SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS HEREOF.

4. THE LOT OWNER/BUILDER SHALL INDEMNIFY AND HOLD DEVELOPER HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGE, LOSS, WHICH MAY ARISE OUT OF OR ARE CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR CONNECTED WITH, ANY WORK DONE BY BUILDER, BUILDER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, INCLUDING LAWYER FEES.

5. **DEED RESTRICTIONS:** EACH DEED OF CONVEYANCE OF ANY LOTS SHALL CONTAIN THE FOLLOWING RESTRICTIONS:

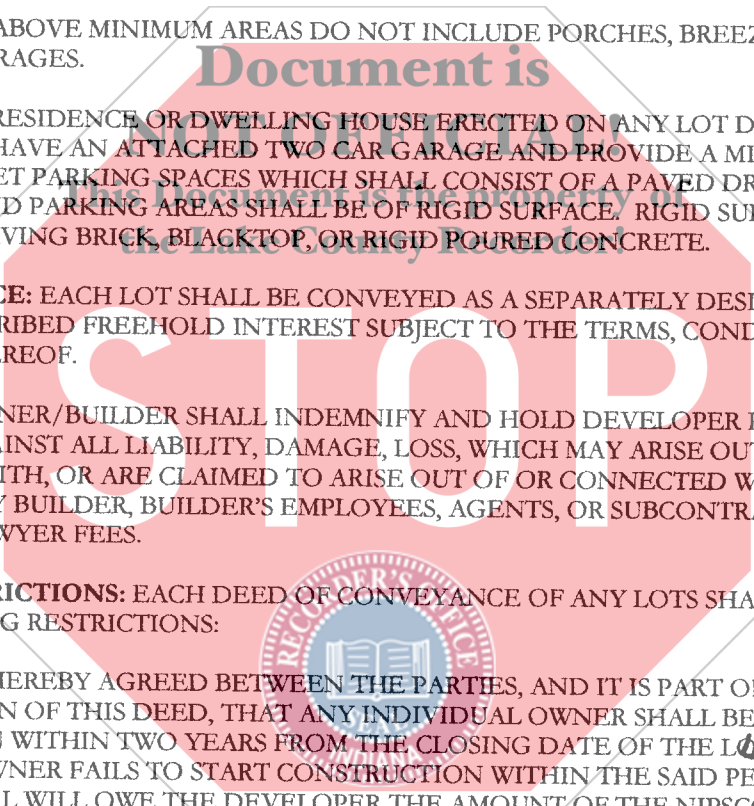
A. IT IS HEREBY AGREED BETWEEN THE PARTIES, AND IT IS PART OF THE CONSIDERATION OF THIS DEED, THAT ANY INDIVIDUAL OWNER SHALL BEGIN CONSTRUCTION WITHIN TWO YEARS FROM THE CLOSING DATE OF THE LOT. IF AN INDIVIDUAL OWNER FAILS TO START CONSTRUCTION WITHIN THE SAID PERIOD, THE INDIVIDUAL WILL OWE THE DEVELOPER THE AMOUNT OF THE NIPSCO DEPOSIT DUE BACK TO THE DEVELOPER. OR 2) THE DEVELOPER HAS THE RIGHT TO RE-PURCHASE THE SAID LOT AT THE ORIGINAL PRICE FREE AND CLEAR OF ALL LEINS OR ENCUMBRANCES. THE DEVELOPER SHALL CHOOSE WHICH METHOD.

**FILED**

FEB 22 2002

PETER BENJAMIN  
LAKE COUNTY AUDITOR

TICOR TITLE INSURANCE  
Crown Point, Indiana



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9217 Columbus Ave  
Se. John, In 46373

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B. IT IS HEREBY AGREED BETWEEN THE PARTIES, AND IT IS PART OF THE CONSIDERATION OF THIS DEED, THAT ANY BUILDER (ONE WHO PURCHASES MORE THAN ONE LOT) SHALL BEGIN CONSTRUCTION WITHIN 3 YEARS FROM THE CLOSING DATE OF THE LOT. IF THE BUILDER FAILS TO START CONSTRUCTION WITHIN THE SAID PERIOD, THEN 1) THE INDIVIDUAL WILL OWE THE DEVELOPER THE AMOUNT OF THE NIPSCO DEPOSIT DUE BACK TO THE DEVELOPER. OR 2) THE DEVELOPER HAS THE RIGHT TO RE-PURCHASE THE SAID LOT (S) AT THE ORIGINAL PRICE (S) FREE AND CLEAR OF ALL LEINS OR ENCUMBRANCES. THE DEVELOPER SHALL CHOOSE WHICH METHOD.

C. IT IS HEREBY AGREED BETWEEN THE PARTIES, AND IT IS PART OF THE CONSIDERATION OF THIS DEED, THAT THE PURCHASER SHALL COMPLETE THE DWELLING TO BE PLACED ON THE PREMISES WITHIN TWO YEARS FROM THE DATE OF THE ORIGINAL BUILDING PERMIT. IF CONSTRUCTION OF THE DWELLING IS NOT COMPLETED WITHIN THE SAID PERIOD, THEN THE DEVELOPER HAS THE RIGHT TO RE-PURCHASE THE SAID LOT AT THE ORIGINAL LOT PRICE PLUS A REASONABLE PRICE FOR THE IMPROVEMENTS, FREE AND CLEAR OF ALL LEINS OR ENCUMBRANCES.

6. **ARCHITECTURAL COMMITTEE:** AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED CONSISTING OF MEL NELSON, LARRY NELSON, CRAIG NELSON, RAY EGGERT, AND SCOTT EGGERT. PRIOR TO APPLYING FOR A BUILDING PERMIT FROM THE LAKE COUNTY PLAN COMMISSION, A LOT OWNER MUST SUBMIT TWO SETS OF DETAILED PLANS, TWO SURVEYS SHOWING ELEVATIONS, AND COMPLETED APPLICATION FOR CONSTRUCTION SHEET TO THE ARCHITECTURAL COMMITTEE. ONE SET OF PLANS AND ONE SURVEY WILL BE APPROVED IN WRITING AND RETURNED TO THE LOT OWNER TO BE SUBMITTED TO THE LAKE COUNTY PLAN COMMISSION AT THE TIME OF APPLICATION FOR THE BUILDING PERMIT.

7. **APPEARANCE:**

A. ALL PLUMBING STACKS, ROOF VENTS, OR VENTILATORS SHALL BE LOCATED IN THE REAR OF THE HOUSE ROOF.

B. ROOF PITCHES ARE TO BE A MINIMUM OF 6/12 PITCH.

C. ANY RESIDENCE ERECTED ON ANY LOT SHALL HAVE A MINIMUM OF ONE HUNDRED PERCENT (100%) OF STONE OR FACE BRICK ON THE EXTERIOR FRONT ELEVATION, EXCEPT THOSE PORTIONS OF THE STRUCTURE ABOVE THE EVE LINE. IN THE CASES WHERE ARCHITECTURE WOULD BE IMPAIRED, THE ARCHITECTURAL COMMITTEE OR THE OWNERS OF 51% OF THE LOTS (IF ARCHITECTURAL COMMITTEE IS DISSOLVED), MAY GRANT AN APPROVAL OF THE PLAN AND A VARIANCE TO THIS RESTRICTION.

D. ALL FOUNDATIONS SHALL BE POURED CONCRETE. BLOCK FOUNDATIONS ARE PROHIBITED.

E. NO LINES OR WIRES FOR COMMUNICATIONS OR THE TRANSMISSION OF ELECTRIC CURRENT OR POWER SHALL BE CONSTRUCTED OR PLACED ANYWHERE ON THE REAL ESTATE OTHER THAN WITHIN THE DWELLING OR ACCESSORY BUILDING. THIS INCLUDES ANY TYPE OF EXPOSED AUXILIARY ANTENNAS. TELEVISION ANTENNAS MUST BE PLACED IN AN ATTIC SPACE WITHIN THE HOUSE. NO SATELLITE DISHES, MICROWAVE, OR TELEVISION DISHES GREATER THAN 18" IN DIAMETER ARE PERMITTED ON ANY LOT.

8. **GRADING:**

A. GRADING OF LOTS SHALL BE IN COMPLIANCE WITH THE LAKE COUNTY PLAN COMMISSION REQUIREMENTS AND THE MASTER GRADING PLAN PREPARED FOR THIS DEVELOPMENT. PLUS, GRADING SHALL BE PERFORMED SO AS NOT TO DAMAGE THE ADJACENT LOT OR LOTS.

B. NO BUILDING DEBRIS OR CONCRETE (INCLUDING WASH OUTS) IS TO BE PLACED ON ANY LOT OTHER THAN THE LOT THEY ARE WORKING ON AT THE PRESENT TIME. IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO KEEP STREETS & INFRASTRUCTURE CLEAN, IF DEBRIS IS FROM OWNER/BUILDER'S LOT. OWNERS/BUILDERS ARE TO MAINTAIN THEIR LOT (S) MOWING, EROSION, AND KEEP CLEAN OF DEBRIS.

**9. EROSION CONTROL:**

IT IS THE RESPONSIBILITY OF THE PROPERTY OWNERS AND CONTRACTORS TO SEE THAT THEY ARE IN COMPLIANCE WITH THE STATE LAWS, LOCAL AND COUNTY ORDINANCES, AND RULE 5 OF THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT REGARDING CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL.

10. IF ALL OR ANY PORTION OF A RESIDENCE IS DAMAGED BY FIRE OR ANOTHER CASUALTY; IT SHALL BE THE DUTY OF THE OWNER, WITH ALL DUE DILIGENCE, TO REBUILD, REPAIR, OR RECONSTRUCT SUCH RESIDENCE IN A MANNER WHICH WILL SUBSTANTIALLY RESTORE IT TO ITS APPEARANCE AND CONDITION IMMEDIATELY PRIOR TO THE CASUALTY.

11. NOXIOUS OR OFFENSIVE ACTIVITY SHALL NOT BE CARRIED ON, NOR SHALL ANYTHING BE DONE WHICH IS OR MAY BECOME, AN ANNOYANCE OR NUISANCE.

12. NO TYPE OF EXTERNAL FUEL TANKS SHALL BE STORED ON THE PREMISES.

13. NO LIVESTOCK OR POULTRY SHALL BE KEPT OR MAINTAINED UPON THE PREMISES.

14. **STORAGE:** NO RECREATIONAL VEHICLES (MOTOR HOME, TRAILER, BOAT, CAMPER, ETC.), COMMERCIAL VEHICLES, OR TRUCKS WITH A LICENSE PLATE RATED AT 15,000 GVW OR GREATER SHALL BE PERMITTED TO BE PARKED ON ANY LOT OR ANYWHERE IN THE SUBDIVISION FOR MORE THAN 48 HOURS, UNLESS IN A GARAGE.

15. FENCES MAY NOT BE INSTALLED IN REQUIRED FRONT OR SIDE YARDS AND MAY NOT ENCLOSE MORE THAN 50% OF THE REAR YARD FOR THE PURPOSE OF PROTECTING POOLS, PATIOS, DOG RUNS OR OTHER ANCILLARY FUNCTIONS. FENCES SHALL BE CONSTRUCTED OF PVC, BRICK, OR WROUGHT IRON, OR ANY COMBINATION OF THE PREVIOUS. FENCE HEIGHTS SHALL NOT EXCEED SIX FEET.

16. ONE ACCESSORY BUILDING, NOT TO EXCEED 12 FEET BY 16 FEET, MAY BE ERECTED IN THE REAR YARD OF ANY LOT. ANY ACCESSORY STRUCTURE MUST HAVE THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

17. EXTERIOR SIDING, SHEETING, OR FINISHING MATERIALS ON ANY STRUCTURE ERECTED MAY NOT INCLUDE FOUR BY EIGHT (4' X 8') PANELS UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE OR THE OWNERS OF MORE THAN 51% OF THE LOTS.

18. ANY RESIDENCE ERECTED ON ANY LOT SHALL CONNECT ALL FOOTING AND SUMP DRAINAGE TO THE PUBLIC STORM SEWER, PROVIDED HOWEVER THAT DOWNSPOUTS OR OTHER ROOF OR SURFACE DRAINAGE SHALL BE DISCHARGED TO THE LOT SURFACE AND NOT THE STORM SEWER. DRIVEWAYS SHOULD DRAIN TO THE STREET CURBS.

19. A BUILDING SET BACK SHALL BE MAINTAINED ON ALL LOTS AS INDICATED ON THE SUBDIVISION PLAT. REQUIREMENTS SHALL APPLY TO BAY WINDOWS, PORCHES, STEPS, AND EAVES.

20. NO RESIDENCE SHALL BE ERECTED CLOSER THAN 10 FEET TO THE SIDE LINES OF ANY LOT. REQUIREMENTS SHALL APPLY TO BAY WINDOWS, PORCHES, STEPS, EAVES, SERVICE WALKS, AND DRIVEWAYS.

21. NO BUILDING SHALL BE MOVED FROM ANOTHER LOCATION TO A LOT IN THIS SUBDIVISION. NO MODULAR, PRE-FABRICATED, STEEL FRAMED, OR FOAM/CONCRETE COMPOSITE STRUCTURES SHALL BE ERECTED ON ANY LOT UNLESS APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE OR BY THE OWNERS OF 51% OF THE LOTS (IF ARCHITECTURAL COMMITTEE IS DISSOLVED) OF THIS SUBDIVISION.

**22. LANDSCAPING:**

A. WITHIN EIGHT MONTHS FROM THE DATE OF OCCUPANCY OF ANY STRUCTURE, THE OWNER OF ANY LOT SHALL HAVE PLANTED THE REQUIRED TREES IN THE FRONT YARD 20 FEET BEHIND THE CURB. AND, IF A CORNER LOT, ADDITIONAL REQUIRED TREES 20 FEET BEHIND THE CURB IN THE SIDE YARD BORDERING THE STREET. TREES SHALL BE NO CLOSER THAN 30 FEET, NOR FURTHER APART THAN 60 FEET. TREES MUST BE AT LEAST 1 ½" CALIPER AND A SPECIES NOT ON THE "LIST OF PROHIBITED TREES FOR STREET PLANNING" APPENDIX G LAKE COUNTY SUBDIVISION ORDINANCE. DEVELOPER SHALL HAVE THE RIGHT TO PLANT AND CHARGE HOMEOWNER FOR THE TREE COST AND LABOR FOR NON-COMPLIANCE WITH LEIN RIGHTS FOR NON-PAYMENT WITHIN 30 DAYS.

B. WITHIN EIGHT MONTHS FROM THE DATE OF OCCUPANCY OF ANY STRUCTURE, THE OWNER OF ANY LOT SHALL HAVE LANDSCAPED THEIR LOT (TREES, SHRUBS, STONE, ETC). THIS ALSO AND ESPECIALLY INCLUDES THE SODDING, SEEDING, OR HYDRO-SEEDING (OR ANY COMBINATION OF THE PREVIOUS) OF THE ENTIRE YARD.

23. EACH RESIDENCE SHALL INCLUDE A FRONT YARD COACHLIGHT WHICH SHALL OPERATE DUSK TO DAWN AND SHALL BE LOCATED 5 FEET NEXT TO THE DRIVEWAY AND 20 FEET BEHIND THE CURB. DEVELOPER SHALL SECURE THE COACHLIGHT AND EACH OWNER SHALL BE RESPONSIBLE FOR PAYMENT TO THE DEVELOPER OR THE LIGHT FIXTURE SUPPLY STORE FOR THE ACTUAL COST. THE INSTALLATION AND MAINTAINENCE SHALL BE THE RESPONSIBILITY OF EACH HOMEOWNER. THE PROPOSED LOCATION SHALL BE SHOWN ON THE SITE PLAN, WHICH SHOULD ACCOMPANY ALL PLANS AND SPECIFICATIONS SUBMITTED TO THE DEVELOPER FOR ARCHITECTURAL APPROVAL.

24. AN EASMENT IS HEREBY GRANTED TO THE LAKE COUNTY PLAN COMMISSION, AMERITECH TELEPHONE COMPANY, AT&T CABLE, AND NISOURCE, TO INSTALL, LAY, ERECT, CONSTRUCT, RENEW, OPERATE, REPAIR, REPLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, ELECTIC CABLES, ETC. ALONG AND OVER THE STRIP OF LAND DESIGNATED BY DOTTED LINES ON THE PLAT AND MARKED "EASEMENT." THE RIGHT IS ALSO GRANTED TO ENTER THE SAID EASEMENTS FOR THE PURPOSE OF TRIMMING AND KEEPING TRIMMED ANY TREES, SHRUBS, ETC. THAT INTERFERES WITH ANY STRUCTURE IN THE EASEMENT. NO PERMANENT STRUCTURES SHALL BE PLACED ON THE SAID EASMENT, BUT THE SAME MAY BE USED FOR GARDENS OR LANDSCAPING AS LONG AS IT DOES NOT INTERFERE WITH THE USE OF THE SAID EASEMENT.

25. THESE COVANTENTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER THEM UNTIL JANUARY 1, 2009. THESE COVANTENTS SHALL REMAIN BINDING AND BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE THE SAID COVANTENTS IN WHOLE OR IN PART.

## Appendix G - List of Prohibited Trees for Street Planting

Scientific Name	Common Name (for reference only)
Acer negundo	Boxelder
Acer saccharinum	Silver Maple
Aesculus species	Chestnut and Buckeye
Ailanthus altissima	Tree of Heaven
Betula pendula and papyrifera	European Birch and Paper Birch
Carya species	Hickory
Catalpa species	Catalpa
Cercis canadensis	Eastern Redbud
Crataegus species(with thorns)	Hawthorn
Elaeagnus angustifolia	Russian Olive
Fagus species	Beech
Ginkgo biloba (female only)	Ginkgo
Gleditsia triacanthos (with thorns)	Honeylocust (varieties with thorns)
Juglans species	Walnut
Maclura pomifera	Osage-orange
Morus species	Mulberry
Platanus occidentalis	American Sycamore
Populus species	Poplar, Cottonwood, Aspen
Prunus species	Cherry, Plum, Peach
Quercus palustris	Pin Oak
Robonia species	Black Locust
Salix species	Willow
Sorbus species	Mountain Ash
Ulmus species	Elm
Coniferous species	Pines, Spruce, Fir

*In addition to the list of prohibited trees above, include any tree with a USDA hardiness Zone six (6) or greater.*

26. IT IS HEREBY NOTED THAT PURCHASERS CANNOT REMONSTRATE AGAINST THE PRESENT OR FUTURE PHASES OF "THE GALLERIES."

27. IF ANY PERSON (S), UPON WHOM THESE COVENANTS ARE BINDING, VIOLATES OR ATTEMPTS TO VIOLATE ANY OF THESE COVENANTS; ANY OF THE OWNERS OF THE LOTS DESCRIBED IN SAID PLATTED SUBDIVISION OR THE LAKE COUNTY PLAN COMMISSION MAY PROCEED AT LAW, IN EQUITY, OR BY ANY OTHER APPROPRIATE LEGAL PROCEEDING TO PREVENT ANY VIOLATION OF THE SAID COVENANTS. ALSO, THE VIOLATOR (S) OR ATTEMPTED VIOLATOR (S) WILL FIX OR REVERSE THE VIOLATION AND/OR BE LIABLE FOR MONETARY DAMAGES.

THE RIGHT TO ENFORCE THESE PROVISIONS BY RESTRAINING ORDER OR INJUNCTION TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL BY DUE PROCESS OF LAW OF ANY STRUCTURE IN VIOLATION, IS HEREBY DEDICATED TO THE PUBLIC, THE LAKE COUNTY PLAN COMMISSION, AND RESERVED TO THE SEVERAL OWNERS THE AFORESAID LOTS.

28. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REAMAIN IN FULL FORCE AND EFFECT.

29. EACH LOT OWNER IS RESPONSIBLE FOR A \$40 PER QUARTER ASSOCIATION FEE. THE ASSOCIATION FEE WILL COVER GENERAL MAINTENANCE AND UPKEEP THROUGHOUT THE SUBDIVISION. EACH LOT CARRIES \$40 PER QUARTER FEE. IF AN OWNER OWNS MULTIPLE LOTS, THEN A FEE WILL HAVE TO BE PAID FOR EACH LOT. (I.E. OWN 2 LOTS, FEE = \$ 80 PER QUARTER, ETC.). AFTER THE COMPLETION OF THE SUBDIVISION THE LOT OWNERS WILL FORM THEIR OWN ASSOCIATION AND DETERMINE THEIR OWN EXPENSES, OR DECIDE FEES ARE NO LONGER NEEDED.



EGGERT GROUP (consisting of Raymond Eggert and Scott Eggert):

Raymond Eggert  
Raymond Eggert

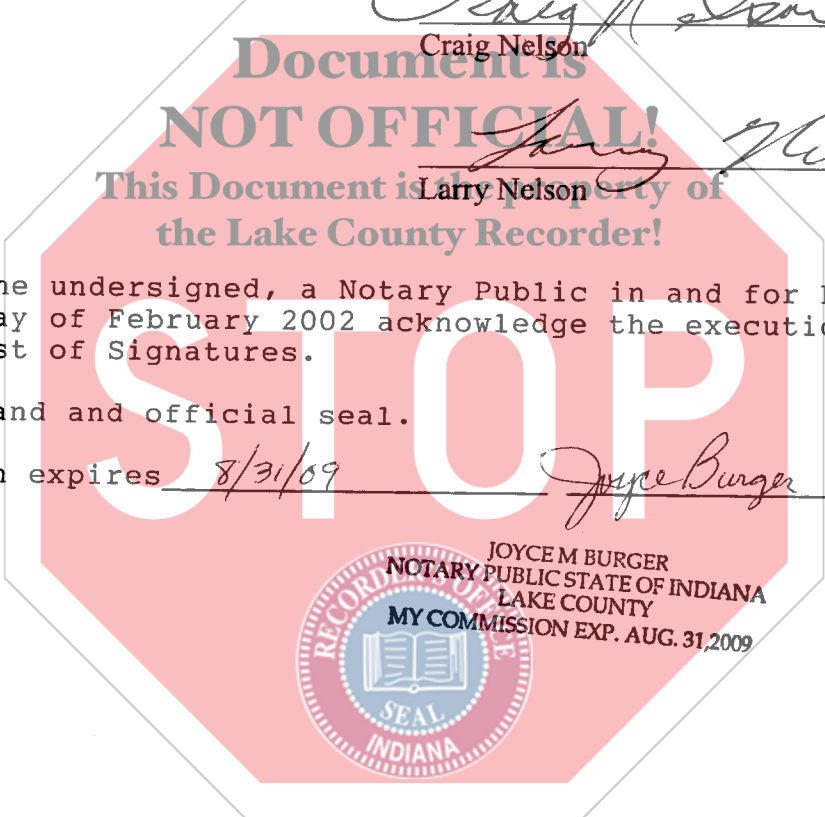
Scott Eggert  
Scott Eggert

NELSON GROUP (consisting of Milburn Nelson, Craig Nelson and Larry Nelson)

Milburn Nelson  
Milburn Nelson

Craig Nelson  
Craig Nelson

Larry Nelson  
Larry Nelson



Before me, the undersigned, a Notary Public in and for Lake County this 18th Day of February 2002 acknowledge the execution of the foregoing List of Signatures.

Witness my hand and official seal.

My commission expires 8/31/09 Joyce Burger Notary Public