



RAYMOND MATTS
VIGO County Recorder IN
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10/21/2004 14:37:50 3 PGS
Filing Fee: \$13.00

**Designation of Committee of Owners
Declaration of Covenants for
Willow Brook Subdivisions and
S and M Chandler Subdivision**

WHEREAS, Declaration of Covenants for Willow Brook Subdivisions and S and M Chandler Subdivision was executed August 26, 1991 and recorded the 6th day of September, 1991, in Record 201, Page 24 of the records of the Recorder's Office of Vigo County, Indiana;

WHEREAS, the Declaration of Covenants for Willow Brook Subdivisions and S and M Chandler Subdivision provides in part as follows:

4. No structure, including out-buildings and fences, shall be erected, placed or altered on any building area in said Subdivisions until plans, specifications, and plot plan showing such building area have been approved in writing, as to conformity and harmony of external design in keeping with the high standards of the Subdivisions, and as to location of the structures with respect to the topography of the ground and finished ground elevation, by Jeffrey L. Chandler, or his duly authorized representative, or a committee or owners of the building area that may be designated by Jeffrey L. Chandler. Jeffrey L. Chandler or his designated representative, in keeping with high quality standards of construction and to effect continuity of construction, shall have the right to approve or disapprove in writing the building contractor of each structure. If Jeffrey L. Chandler or his designated representative shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required.

WHEREAS, Jeffrey L. Chandler or his designated authorized representative has not caused to be formed a homeowner's association in Willow Brook Subdivisions and S and M Chandler Subdivision and it is the desire of Jeffrey L. Chandler to designate a committee of owners in accordance with the Declaration of Covenants.

NOW THEREFORE, Jeffrey L. Chandler, in accordance with paragraph 4 of the Declaration of Covenants for Willow Brook Subdivisions and S and M Chandler Subdivision hereby designates a committee of owners, to be known as Willow Brook Subdivision Design Committee, as his designated representative.

Jeffrey L. Chandler designates that the Willow Brook Subdivision Design Committee shall consist of the following members or their successors:

Stephen James Booe
4332 South Willowbrook Court
Terre Haute, IN 47802

Robert W. Davignon
4450 South Willowbrook Court
Terre Haute, IN 47802

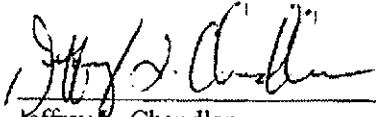
Rick Gordon
4179 South Willowbrook Court
Terre Haute, IN 47802

Keith Tomey
3939 South Willowbrook Court
Terre Haute, IN 47802

Jon Meyers
4065 South Willowbrook Court
Terre Haute, IN 47802

Jeffrey L. Chandler hereby authorizes the Willow Brook Subdivision Design Committee to establish such rules and regulations for the management and operation of the Willow Brook Subdivision Design Committee that are in the best interests of the homeowners in the Willow Brook Subdivisions and S and M. Chandler Subdivision.

Jeffrey L. Chandler, transfers and assigns all of his interest in and to the Declaration of Covenants for Willow Brook Subdivisions and S and M Chandler Subdivision to the Willow Brook Subdivision Design Committee.

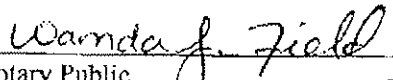


Jeffrey L. Chandler

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public, in and for said County and State, personally appeared Jeffrey L. Chandler, who acknowledged execution of the foregoing Designation of Committee of Owners for Declaration of Covenants for Willow Brook Subdivisions and S and M Chandler Subdivision, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 21 day of October, 2004.



Notary Public
Printed: Wanda J. Field

91 10429

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DECLARATION OF COVENANTS FOR
WILLOW BROOK SUBDIVISIONS AND
S and M CHANDLER SUBDIVISION

WHEREAS, the undersigned, Mildred G. Chandler, Jeffrey L. Chandler, and Cheryl E. Chandler, husband and wife, and Chandler Development Company, Inc., a corporation organized and existing in the State of Indiana, constitute all the present owners of various tracts of real estate in Vigo County, Indiana, commonly known as: S and M Chandler Subdivision, recorded December 3, 1980 in Plat Book 23, Page 43; Willow Brook Subdivision Lots 1 Thru 4, recorded September 13, 1989 in Plat Book 25, Page 54; Willow Brook Subdivision Lots 5 Thru 9, recorded December 13, 1989 in Plat Book 25, Page 64; Willow Brook Subdivision Lots 10-11-12, recorded May 6, 1991 in Plat Book 26, Page 18; and Willow Brook Subdivision Lots 13 Thru 35, recorded September 6, 1991 in Plat Book 26, Page 46, all of the records of the Recorder of Vigo County, Indiana, which are part of the Northwest Quarter of Section 8, Township 11 North, Range 8 West, Riley Township, Vigo County, Indiana, hereinafter referred to as "Subdivisions"; and

WHEREAS, the undersigned, John G. Myers and Laura L. Myers, husband and wife, are purchasing Lot 2 in said Willow Brook Subdivision 1 Thru 4 by unrecorded Land Contract; and

WHEREAS, Willow Brook Subdivision Lots 1, 2, 3, and 4 are subject to Declaration of Covenants Willowbrook Subdivision, Lots 1 thru 4 R. R. 27 Moyer Road, Vigo County, Terre Haute, Indiana dated November 1, 1989, recorded November 14, 1989 in Record Book 198 page 284 of the records of the Recorder's Office of Vigo County, Indiana and the undersigned are desirous of amending the Declaration of covenants of Willow Brook Subdivision, Lots 1 thru 4, R.R. 27, Moyer Road, Vigo County, Terre Haute, Indiana.

WHEREAS, it is the desire of the undersigned that said Subdivision being Willow Brook Subdivisions and S and M Chandler Subdivision be subject to the same covenants, restrictions, and easements; and

NOW THEREFORE, in consideration of one dollar and other valuable consideration, receipt of which is hereby acknowledged the undersigned, hereby adopt the following protective covenants, easements and restrictions for said Subdivisions being Willow Brook Subdivisions and S & M Chandler Subdivision in Vigo County, Indiana:

1. All lots in these Subdivisions shall be known and designated as residential lots with no businesses allowed of any type except as provided herein.
2. No other structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single family dwelling, except one out-building. The size of the building shall not exceed ten (10') feet by twenty (20') feet shall be one story with a maximum height of ten (10') feet.
3. All single family dwellings must be at least or exceed 1,500 sq. ft. of living space and all garages must be attached to dwelling.
4. No structure, including out-buildings and fences, shall be erected, placed, or altered on any building area in said Subdivisions until plans, specifications, and plot plan showing such building area have been approved in writing, as to conformity and harmony of external design in keeping with the high standards of the Subdivisions, and as to location of the structures with respect to the topography of the ground and finished ground elevation, by Jeffrey L. Chandler, or his duly authorized representative, or a committee of owners of the building area that may be designated by Jeffrey L. Chandler. Jeffrey L. Chandler or his designated representative, in keeping with high quality

- standards of construction and to effect continuity of construction, shall have the right to approve or disapprove in writing the building contractor of each structure. If Jeffrey L. Chandler or his designated representative shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required.
5. All driveways leading from the street driving surface to the garage located on any lot shall be constructed out of concrete, blacktop or, asphalt.
 6. No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of the property covered by these covenants, except as specifically permitted hereby. It is specially declared that Jeffrey L. Chandler or his designated representative may maintain an office for the sale of lots and other related business purposes.
 7. No trailers, mobile homes, shack or temporary residences of any kind shall be erected, altered, placed or permitted on any residential lot either temporarily or permanently. No basement, tent, garage, barn or other out building erected or placed upon any lot shall at any time be used as a residence, or a business either temporarily or permanently. No structure of any type shall ever be moved onto any lot in said Subdivisions. All structures erected on said lots shall be newly erected thereon.
 8. An easement of eleven (11') feet of even width off the back side of each lot, the south side of Lot 13 in Willow Brook Subdivision Lots 13 thru 35, the north side of Lot 4 of Willow Brook Subdivision Lots 1 thru 4, and Lot 8 in Willow Brook Subdivision Lots 5 thru 9 and all utility easements are reserved to install and maintain sub-surface drainage tile.
 9. A private sanitary system shall be installed for each dwelling erected. Such private sanitary system shall be of design and construction and so located on the lot as to be approved in writing by the Vigo County Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in said subdivision.
 10. It is specifically declared that said Subdivisions shall be subject to an Agreement for Area Lighting Service with Public Service Company of Indiana, Inc. for street lights. The cost of installation and maintenance of the street lights shall be prorated equally to each lot and the cost shall be paid annually by the owners of said lots in January of each year. There shall be no dusk to dawn lights.
 11. No lot or building site shall by sale, transfer, resubdivided, or other means be so reduced as to contain a lesser area than herein described.
 12. No animals or poultry of any kind, other than those classified as house pet, shall be maintained, reared or harbored on any lot in said Subdivisions.
 13. No use shall ever be carried on upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No burning of trash shall be permitted.
 14. No boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except within a garage. No satellite dish shall be located on any lot in said

acknowledge the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of August, 1991.

Analiza M. Marion
Analiza M. Marion, Notary Public

My Commission Expires:

10-18-93

County of Residence:

Vigo

STATE OF INDIANA, COUNTY OF Vigo, SS:

Before me, a Notary Public in and for said County and State, personally appeared the within named Jeffrey L. Chandler and Cheryl E. Chandler, husband and wife, and acknowledge the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of August, 1991.

Analiza M. Marion
Analiza M. Marion, Notary Public

My Commission Expires:

10-18-93

County of Residence:

Vigo

STATE OF INDIANA, COUNTY OF Vigo, SS:

Before me, a Notary Public in and for said County and State, personally appeared the within named John G. Myers and Laura L. Myers, husband and wife, and acknowledge the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of August, 1991.

Analiza M. Marion
Analiza M. Marion, Notary Public

My Commission Expires:

10-18-93

County of Residence:

Vigo

STATE OF INDIANA, COUNTY OF Vigo, SS:

Before me, a Notary Public in and for said County and State, personally appeared Mildred G. Chandler and Cheryl E. Chandler, as President and Secretary of Chandler Development Company, Inc., who acknowledge the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of August, 1991.

Analiza M. Marion
Analiza M. Marion, Notary Public

My Commission Expires:

10-18-93

County of Residence:

Vigo

This instrument prepared by Richard J. Shagley, Attorney at Law, 500 Ohio Street, Terre Haute, Indiana 47807.

RECEIVED FOR RECORD THE 6 DAY OF Sept 1991 AT 12:00 O'CLOCK NOON
RECORD 201 PAGE 24 JUDITH ANDERSON, RECORDER

205 / 1418 1/2

DECLARATION OF COVENANTS OF
NORTH WILLOW BROOK SUBDIVISION

WHEREAS, the undersigned, Chandler Development Company, Inc., hereinafter referred to as Declarant, is the owner of the following described real estate in Vigo County, State of Indiana, more particularly described as follows:

Fourteen (14) acres off the West end of Forty-Seven and One-Half (47 1/2) acres off the East end of the South half (S 1/2) of the Southwest quarter (SW 1/4) of Section Five (5), Township Eleven (11) North, Range Eight (8) West, and Sixteen (16) acres off the West end of Thirty-Three and One-Half (33 1/2) acres off of the East end of the South One-Half (S 1/2) of the Southwest quarter (SW 1/4) of Section Five (5), Township Eleven (11) North, Range Eight (8) West, more particularly described as follows:

Beginning at a point One Thousand Twenty-Eight and Seventy-Four Hundredths (1028.74) feet East of the Southwest (SW) corner of Section Five (5), Township Eleven (11) North, Range Eight (8) West, 2nd Principal Meridian, Riley Civil Township, Vigo County, Indiana and the South boundary line of the said Section Five (5); thence North 00° 01' 02.9" East a distance of One Thousand Three Hundred Twelve and Sixty-One Hundredths (1312.61) feet; thence North 89° 23' 45.2" East a distance of Nine Hundred Eighty-Seven and Thirty-Three Hundredths (987.33) feet; thence South 00° 06' 06.2" West a distance of One Thousand Three Hundred Twenty-Three and Two Hundredths (1323.02) feet to the said South boundary line of Section Five (5); thence South 90° 00' 00" West along the said South boundary line a distance of Nine Hundred Eighty-Seven and Sixty-Four Hundredths (987.64) feet to the place of beginning. Containing 29.873 acres.

hereinafter specifically described on the North Willow Brook Subdivision, Plat recorded in Plat Book 28 on Page 98 in the office of the Recorder of Vigo County, Indiana on the 11th day of October, 1994.

WHEREAS, it is the desire of the Declarant that North Willow Brook Subdivision, be subject to the certain covenants, restrictions, and easements hereinafter described, each and all of which is and are for the benefit of said property, and for each owner thereof, and share inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW THEREFORE, the Declarant hereby adopts the following covenants, restrictions and easements for North Willow Brook Subdivision, hereinafter referred to as the Subdivision, as

follows:

1. All lots in this Subdivision shall be known and designated as single family residential lots with no businesses allowed of any type except as provided herein.
2. No other structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single family dwelling, except on out-building which size shall not exceed ten (10') feet by twenty (12') feet and shall be one story, all approved by the developer. This covenant shall not apply to Lots 13, 14, 17, 18, 19, 20, 22, 23 and 24 of the Subdivision.
3. All single family dwellings must be at least or exceed 1,600 sq. ft. of living space and all garages must be attached to dwelling.
4. No structure shall be erected, placed or altered on any building area in said Subdivision until the plans, specification, and plot plan showing such building area have been approved in writing, as to conformity and harmony of external design in keeping with the high standards of the Subdivision, and as to location of the structures with respect to the topography of the ground and finished ground elevation, by Jeffrey L. Chandler, or his duly authorized representative, or a committee of owners of the building area that may be designated by Jeffrey L. Chandler. Jeffrey L. Chandler or his designated representative, in keeping with high quality standards of construction and to effect continuity of construction, shall have the right to approve or disapprove in writing the building contractor of each structure. If Jeffrey L. Chandler or his designated representative shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required.
5. No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of the property covered by these covenants, except as specifically permitted hereby. It is specially declared that Jeffrey L. Chandler or his designated representative may maintain an office for the sale of lots and other related business purposes.
6. No trailers, mobile homes, shack or temporary residences of any kind shall be erected, altered, placed or permitted on any residential lot either temporarily or permanently. No basement, tent, garage, barn or other out building erected or placed upon any lot shall at any time be used as a residence, or a business either temporarily or permanently. No structure of any type shall ever be moved onto any Lot in this Subdivision. All structures erected on said Lots shall be newly erected thereon.

7. A private sanitary system shall be installed for each dwelling erected. Such private sanitary system shall be of design and construction and so located on the lot as to be approved in writing by the Vigo County Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this Subdivision.
8. No lot or building site shall by sale, transfer, re-subdivided, or other means be so reduced as to contain a lesser area than herein described, except with approval of Jeffrey L. Chandler or his designated representative.
9. No animals or poultry of any kind, other than those classified as house pet, shall be maintained, reared or harbored on any lot in this Subdivision.
10. No use shall ever be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
11. No boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except within a garage.
12. No more than two (2) trash haulers shall be approved by the Declarant for the Subdivision and its Lot owners.
13. Each Lot shall have one (1) dust to dawn street light provided by the Declarant. The owner of each Lot shall maintain the street light and provide service to the street light in accordance with the regulations adopted by the Home Owners Association.
14. Each Lot owner shall purchase a mailbox from the Declarant and owner shall install the mailbox in accordance with the specifications provided the Declarant. The Declarant shall provide and install the address numbers for the mailboxes.
15. The exterior of any structure once started is to be completed within a period not to exceed twelve (12) months from the date of commencement of construction. This provisions to include exterior site work and planting and seeding of a lawn. During this period of construction the contractors and subcontractors shall keep the building site free of litter and debris.
16. Declarant may, at its option, cause to be formed a Home Owners Association with each owner having one vote in decisions relative to the Association. Each owner of a building area will be a member of the Home Owner Association and shall be subject to rules, regulations and assessments adopted and approved by the Home Owners Association, which

may be an Indiana Nonprofit corporation.

17. A North Willow Brook Subdivision Home Owners Association fee of Five Hundred Dollars (\$500.00) will be paid to the North Willow Brook Home Owners Association Trust Account at closing by the Buyer of any Lot in the Subdivision for the payment of the following:
 - A. Maintenance of the Subdivision drainage system, including maintenance ditches and common subsurface drainage.
 - B. Maintenance of the common area, commonly known as Area B on the Subdivision plat, including landscaping, a well, utilities, structures and signage.
 - C. Maintenance repair and replacement of the entrance signage, landscaping and utilities.
 - D. Maintenance of Subdivision signage.
 - E. Other maintenance and repairs for the Subdivision as determined by Jeffrey L. Chandler or his designated representative.
18. If the parties hereto, or any of them, or their heirs, successors, assigns, or representatives shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, his representative or assigns, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing and to recover damages, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.
19. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until December 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building areas covered by these covenants it is agreed to change said covenants which shall remain in full force and effect.
20. Invalidations of any one of these covenants or any part thereof by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

1418/5-

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 18th day of November, 1994.

CHANDLER DEVELOPMENT COMPANY, INC.

BY: Mildred G. Chandler
Mildred G. Chandler,
President

BY: Jeffrey L. Chandler
Jeffrey L. Chandler,
Vice President

ATTEST:

BY: Cheryl E. Chandler
Cheryl E. Chandler, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally appeared Mildred G. Chandler, President, Jeffrey L. Chandler, Vice President and Cheryl E. Chandler, Secretary, respectively of Chandler Development Company, Inc., of Vigo County, who acknowledged execution of the foregoing Declaration of Covenants North Willow Brook Subdivision, for and on behalf of said Chandler Development Company, Inc., and who having been sworn, stated that the representations therein are true.

Witness my hand and Notarial Seal this 18th day of November, 1994.



Lisa I. Holmes
Lisa I. Holmes, Notary Public

County of Residence:
Vigo

This instrument was prepared by Richard J. Shagley, Attorney, 500 Ohio Street, P.O. Box 8448, Terre Haute, Indiana 47808-8448.

RECEIVED FOR RECORD
AT 3:20 O'CLOCK P.M.
RECORD 205 PAGE 1418

NOV 28 1994

Nancy Brandt
RECORDER VIGO COUNTY

m198/282

94-387 12055

DECLARATION OF COVENANTS
WILLOWBROOK SUBDIVISION, LOTS 1 THRU 4
R. R. 27, MOYER ROAD, VIGO COUNTY
TERRE HAUTE, INDIANA

The undersigned, being the owners, platters, and subdividers of the plat of Willowbrook Subdivision, Lots 1 Thru 4, Vigo County, Indiana, being desirous of subjecting said subdivision to the covenants and restrictions hereinafter described, each and all of which and restrictions is and are for the benefit of said property, and each and every parcel thereof, and shall apply to and bind the owners thereof, their successors in interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed, subject to said following covenants, restrictions and easements.

The property which is hereby made and shall henceforth be subject to these protective covenants, easements and restrictions as herein set forth in a subdivision located in Riley Township, Vigo County, Indiana, as shown by the recorded plat thereof in the records of the Recorder's Office of Vigo County, in Plat Book 25, Page 54, designated as the plat of Willowbrook Subdivision, Lots 1 Thru 4, and more particularly described as follows, to-wit:

Commencing at the Northwest Corner of the Northwest Quarter of Section 8, Township 11 North, Range 8 West, Riley Township, Vigo County, Indiana; thence East 1751.16 feet; thence South 00 degrees 01 minutes East 618.56 feet to the place of beginning;

Thence East 373.6 feet to the centerline of a 60 foot road right-of-way; thence North 00 degrees 01 minutes West 350 feet; thence South 76 degrees 00 minutes 47.5 seconds East 317.63 feet; thence East 65.35 feet; thence South 00 degrees 01 minutes East 763.09 feet to the Northeast corner of Lot 2, S & M Chandler Subdivision; thence along and with the North line of said subdivision the next 5 courses and distances: North 51 degrees 41 minutes 30 seconds West 255.67 feet; thence North 32 degrees 10 minutes West 161.30 feet; thence North 77 degrees 09 minutes West 89.45 feet; thence North 79 degrees 49 minutes West 207.87 feet; thence North 89 degrees 15 minutes West 169.62 feet; thence North 00 degrees 01 minutes West 136.04 feet to the place of beginning, and containing 6.682 acres, more or less.

1. All lots in this subdivision shall be known and designated as residential lots with no businesses allowed of any type.
2. No other structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single family dwelling, except one out-building which size shall not exceed ten (10') feet by twenty (20') feet and shall be one story.
3. All single family dwellings must be at least or exceed 1,600 sq. ft. of living space and all garages must be attached to dwelling.
4. No structure shall be erected, placed, or altered on any building area in said subdivision until plans, specifications, and plot plans showing the location of each structure upon such building area have been approved in writing by the developer, Jeffrey L. Chandler, is to conformity and harmony of exterior design in keeping with high standards of the subdivision theme, with the existing in the subdivision, and as to the location of structures with respect to the topography of the ground and the finished ground elevation.

5. No trailers, mobile homes, shack or temporary residences of any kind shall be erected, altered, placed or permitted on any residential lot either temporarily or permanently. No basement, tent, garage, barn or other out building erected or placed upon any lot shall at any time be used as a residence, or a business either temporarily or permanently. No structure of any type shall ever be moved onto any lot in this subdivision. All structures erected on said lots shall be newly erected thereon.
6. An easement of 15' across the back side of each lot will be permitted to install sub-surface drainage tile and maintain it if ever needed.
7. A private sanitary system shall be installed for each dwelling erected. Such private sanitary system shall be of design and construction and so located on the lot as to be approved in writing by the Vigo County Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this subdivision.
8. No lot or building site shall by sale, transfer, resubdivided, or other means be so reduced as to contain a lesser area than herein described.
9. No animals or poultry of any kind, other than those classified as house pet, shall be maintained, reared or harbored on any lot in this subdivision.
10. No use shall ever be carried on upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
11. No boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except within a garage.
12. The exterior of any structure once started is to be completed within a period not to exceed twelve (12) months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of a lawn. During this period of construction the contractors and subcontractors shall keep the building site free of litter and debris.
13. If the parties hereto, or any of them, or their heirs, successors, assigns, or representatives shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, his representative or assigns, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing and to recover damages, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.
14. Invalidations of any one of these covenants or any part thereof by judgment of court order shall in no wise effect any of the other provisions which shall remain in full force and effect.