Gardengate Villas

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DECLARATION OF RESTRICTIONS, EASEMENTS AND RIGHTS
FOR "GARDENHEIGHT VILLAS"
CITY OF TOLEDO, LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS, EASEMENTS AND RIGHTS ("Declaration") is made and entered into this 10th day of November, 2004 by JAMES H. JOHNSON CUSTOM BUILDER, LLC, an Ohio Limited Liability Company ("Developer") and GARDENHEIGHT VILLAS HOMEOWNERS' ASSOCIATION, INC, an Ohio non-profit corporation ("Association").

WHEREAS, Developer is the owner, in fee simple, of lots numbered one (1) through twenty (20), lot A and the Common Area in Gardenheight Villas, a subdivision in the City of Toledo, Lucas County, Ohio as shown on the recorded plat of same ("Plat") recorded at 200501040000473 of the Lucas County, Ohio Record of Plats ("Gardenheight Villas" or "Subdivision"), and

WHEREAS, Association is an Ohio non-profit corporation whose members shall be all of the owners of all of the lots in Gardenheight Villas; and

WHEREAS, Association is the record owner of the following areas designated on the Plat: Gardenheight Place lot "A", Common Areas and Detention Areas (collectively "Common Areas"), including any areas to be used for utility, recreational, landscaping, drainage and space purposes, and

WHEREAS, Gardenheight Villas is a residential subdivision developed as a community unit plan within the meaning of such terms as defined by the Ohio Revised Code and all applicable subdivision rules, regulations and zoning resolutions.

NOW THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of Gardenheight Villas, and the enhancement in value of Gardenheight Villas, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Developer and Association, for their successors and assigns, do hereby declare and stipulate that Gardenheight Villas, and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land and supersede any and all other restrictions.

ARTICLE I
USE OF THE LAND

1.1 Residential Lots. All of the lots in Gardenheight Villas as shown on the Plat shall be referred to herein as "Residential Lots".

1.2 Single-Family. All Residential Lots shall be used and occupied solely and exclusively for private residence purposes by one (1) single family. Group homes are specifically deemed not to be a "single family purpose".

1.3 Single Family Dwelling. Each single family dwelling shall contain a minimum of 1,312 sq. ft. of first floor living space with a 497 sq. ft. attached garage. An optional sunroom of 154 sq. ft., or larger, and a basement of 646 sq. ft., or larger, are also permitted. Unattached structures and storage sheds shall not be allowed.

1.4 Vehicles, etc. All vehicles (other than commercial vehicles used in connection with the construction of improvements at a Residential Lot), boats, mobile homes, cars, trailers, motor homes, camper trailers, buses, motorcycles, ATV's, snowmobiles, utility vehicles or other similar vehicles shall be housed entirely within a garage.

1.5 Signs. No sign or other advertising device, except a standard designed "For Sale" sign approved by the Architectural Control Committee ("Committee") on homes for resale, shall be erected, placed or suffered to remain upon the Subdivision, provided, however, Developer reserves the right to place signs on any unsold Residential Lot with or without improvements thereon.

1.6 Trade or Business. No industry, business or trade shall be conducted, maintained or permitted upon any Residential Lot, except a home office use.

1.7 Garbage. All rubbish, debris and garbage shall be stored maintained in containers entirely within the garage and disposed of in accordance with the rules and regulations of the City of Toledo.

1.8 Temporary Housing Occupancy. No trailer, basement, tent, camper, garage, mobile
1.8 Temporary Housing: Occupancy. No trailer, basement, tent, camper, garage, mobile home, or other temporary shelter or housing device or structure shall be maintained or used as a residence, temporarily or permanently. No Dwelling erected in Gardengate Villas shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Committee.

1.9 Swingsets Pools and Basketball Backboards. No swingsets or pools shall be erected, placed or used in the Subdivision. No basketball backboard or similar apparatus shall be permanently erected on a Residential Lot, driveway or attached to the front of any Dwelling.

1.10 Fences. No fences shall be erected on any Residential Lot.

1.11 Outdoor Laundry. No clothes, sheets, blankets or other articles shall be hung out or exposed in the Subdivision.

1.12 Nuisance. No noxious, offensive or unreasonably disturbing activity shall be carried on in the Subdivision. No outside grills shall be kept or used in front of a Dwelling.

1.13 Storage. No Residential Lot shall be used for storage of any thing including but not limited to construction equipment and construction and landscaping materials, except that during the period of the construction of a Dwelling, building materials and equipment may be stored thereon. Dwellings shall be completed within six (6) months from the date of the beginning of construction.

1.14 Pets. Other than dogs and cats (maximum total of 2) all of which shall be maintained within a Dwelling, the harboring of any animals is prohibited. No pet shall be left outside unattended and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision.

1.15 Irrigation System. All Residential Lots shall have installed and in place underground irrigation systems which will be tied into a separate meter or meters which shall be operated and maintained by the Association. The Association shall determine how often and when the Residential Lots are watered.

1.16 Mailboxes. All mailboxes shall be uniform and conform at all times to the type approved by Developer or the Association.

1.17 Wells. No wells shall at any time be drilled or maintained on the Subdivision.

1.18 Yard Lights. All lights installed in front of a Dwelling shall be uniform and shall be installed by the Developer or the Association.

1.19 Landscaping. All grass, gardens and landscaping in the Subdivision shall be installed and maintained in conformance to a plan developed by the Developer or the Association and no other grass, gardens and landscaping or like improvements shall be permitted, unless approved by the Developer or the Association prior to installation.

1.20 Driveways. The location of any and all driveways shall be approved by Developer in writing at the time of the approval of the plans and specifications for the Dwelling.

1.21 Lawn Requirements. No portion of any Residential Lot in front of a Dwelling shall be used for any purpose other than that of a lawn, private walkway and driveway.

1.22 Utilities. All utilities serving the improvements on any Residential Lot shall be underground. All outdoor air-conditioning and other ventilation appliances or equipment (collectively "Equipment") or apparatus shall be located behind the front line of every Dwelling extended to the side line of the Residential Lot and no part of any Equipment shall be erected, placed, replaced or suffered to remain in excess of three (3) feet from the Dwelling. Any Equipment existing forward of the rear line of a Dwelling extended to the sideline of the Residential Lot shall be enclosed from view from the street or adjacent Residential Lot to the side by the use of natural shrubs and/or other vegetation, to the extent permitted in this Declaration. No window air-conditioning or other similarly exposed ventilating systems shall be permitted in any Dwelling. Radio and T.V. antennas and towers and satellite dish receivers on the exterior of any Dwelling or on any part of the lot are prohibited, so long as cable television is available; however, small satellite dish receivers (24" or less in diameter) attached to the exterior of a Dwelling, or fixed in the ground, may be allowed subject to approval of size and placement by the Committee.

1.23 Sidewalks. The Association is responsible for the cost of maintenance of sidewalks on Residential Lots and in the Common Areas along lot "A".
ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. No improvement of any type or nature, including without limitation: Dwellings, attachments to any Dwelling, landscaping, driveways, walkways, or modifications thereto, shall be erected, placed or replaced, or suffered to remain on any Residential Lot until the Architectural Control Committee of the Association ("Committee") has approved in writing the plans and specifications relating thereto. The Committee shall approve, reject or approve with modifications, all submissions within thirty (30) days after receipt.

The plans and specifications to be submitted shall show size, location, type, architectural design, quality of materials, color scheme and grading plan and landscaping for the improvements. All plans and specifications submitted to the Committee shall be prepared by a competent draftsman and two (2) complete sets shall be furnished.

2.2 Standards for Improvements. All Dwellings erected within the Subdivision shall be designed and constructed in accordance with the master plan designs adopted by the Developer. No other design or construction shall be permitted.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick and cultured stone specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to the foregoing which includes exterior brick or cultured stone veneer, vinyl siding, insulated overhead garage doors, casement or double hung windows and fiberglass shingles.

All grass areas, plantings and landscaping shall be installed and maintained in accordance with the Developer's plan for landscaping the Subdivision which shall have priority over any lot owner landscaping.

The purpose of the foregoing is to develop Gardengate Villas as an architecturally harmonious, artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner following a precise architectural theme and landscape plan.

2.3 Standards of Review. In requiring the submission of detailed plans and specifications as herein set forth, the Committee intends to assure the architectural control of Gardengate Villas as a harmonious, artistic and desirable residential subdivision, with individual Dwellings and other improvements constructed in such architectural styles, of such material, in such colors, and located in such a manner as to complement one another and promote the desirability of the Subdivision taken as a whole.

All Dwellings shall be erected wholly within the Residential Lot lines and no closer to Gardengate Place than the building lines shown on the Plat. No Dwellings shall be erected over any part of the areas designated as an easement on the Plat.

2.4 Architectural Control Committee. The Architectural Control Committee ("Committee") shall consist of three individuals or members. All decisions of the Committee shall be made by a simple majority vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the Residential Lots in the Subdivision and Dwellings have been erected on each of such Residential Lots. Thereafter, members of the Committee shall be appointed or elected by the Association. Developer reserves the right, prior to conveyance of all Residential Lots in the Subdivision to others and erection of Dwellings thereon, to assume all power and authority of the Committee as its sole member without regard to the composition of the Committee stated herein and/or to relinquish its power to appoint the members of the Committee by written instrument delivered to the Association whereupon the right to appoint members of the Committee shall thereafter be exercised by the Association.

2.5 Structures Varying from Approved Plans. In all instances where plans and specifications are required to be submitted to and approved by the Committee, if subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the completed improvement without the written consent of the Committee, such variance shall be deemed a violation of these restrictions.

2.6 Interpretation of Approvals and Consents. Any "approval" or other "consent" by the Committee of plans and specifications for any improvement means only the Committee finds the plans and specifications and improvement unobjectionable, and such approval, consent or authorization to proceed, however expressed, shall not imply or be deemed to express any
representation that the plans and/or specifications or the resultant structure, are safe or suitable for any particular purpose or have any particular value, or actually cost the amount claimed to have been paid for construction thereof.

ARTICLE III
COMMON AREAS AND ASSESSMENTS

3.1 "Common Areas" Defined. The term "Common Areas" means any lot, area, sidewalk or roadway within the Plat of Gardengate Villas which is not a Residential Lot including, without limitation, Gardengate Place Lot A, Detention Areas and Common Areas as dedicated on the Plat inclusive of any areas to be used for roadways, sidewalks and utilities as well as improvements installed or placed thereon and areas for recreational, mounding, landscaping, drainage and open space purposes.

Notwithstanding the provisions hereof or any designation of "Common Area", or other designated area which is not a Residential Lot, neither the Association nor any owner of any Residential Lot shall have any ownership interest in or any right to control the use or development of any such "Common Area", or other designated area which is not a Residential Lot to or for the benefit of the Association.

3.2 Rights and Restrictions with Respect to Common Areas. The Developer shall convey or assign to the Association, and each Residential Lot owner by its purchase of a Residential Lot agrees to accept on behalf of the Association, all of Developer's right, title and interest in and to the Common Areas. Upon conveyance or assignment of the Common Areas to the Association as set forth herein, the Association shall assume responsibility for (i) the repair, replacement, care and maintenance of the Common Areas, including all sewer lines and related infrastructures and facilities, water lines, utilities, roadways, curbs, gutters, sidewalks and all improvement and landscaping in the Common Areas, and (ii) real estate taxes and assessments, if any, which may be assessed against the Common Areas by public authorities. The Common Areas, including all improvements and landscaping thereon shall be maintained in their original condition. The assignment or conveyance of the Common Areas to the Association shall not be construed or interpreted to be an assignment by Developer of any other rights hereunder, including without limitation, the Developer's right to act as the Committee.

3.3 Annual Assessments. For the purpose of providing funds for the uses specified in Section 3.6 below, the Association shall, for each calendar year, commencing with the year in which the first Residential Lot is improved, shall determine and fix and assess the annual assessment to be paid by each owner of a Residential Lot. The amount so fixed shall be equal for each Residential Lot, regardless of the square footage of the Dwelling erected thereon. The annual assessment shall be paid quarterly or at such more frequent intervals as the Association determines. Until June 30, 2005 Developer will maintain all Common Areas in the Subdivision at its costs. Thereafter, for the first following year the amount of the assessment provided herein per lot shall not exceed the sum of $99.00 per month.

3.31 Initial Assessment. Upon the initial sale of any Residential Lot by the Developer, an initial non-refundable fee of $200.00 shall be paid by the purchaser to the Association as a reserve fund for common expenses.

3.4 Lien of the Association. The Association shall have a lien perpetually upon the Residential Lots to secure the payment of the annual assessment and each Residential Lot at the time when the assessment fell due. Each annual assessment shall become a lien against each Residential Lot on the day of the year in which it is due.

If an annual assessment with respect to any Residential Lot is not paid within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Gardengate Villas Homeowners' Association claims a lien for unpaid annual assessment for the years _________ in the amount of $_______ against the following described premises:

(INSERT LEGAL DESCRIPTION)

The Gardengate Villas
Homeowners' Association

By: ________

(President or other duly authorized officer)
The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by __________________, the __________ of The Gardengate Villas Homeowners' Association, an Ohio corporation, on behalf of the corporation.

Notary Public

Provided, however, that no failure to file said Notice shall affect the validity or priority of the said lien in favor of the Association.

3.5 Priority of Lien for Annual Assessment. The lien in favor of the Association for the annual assessment as herein provided shall be superior and prior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon a Residential Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges which as are by applicable law made superior thereto, and any first mortgage which secures a debt.

The sale or transfer of any Residential Lot shall not affect the lien for the annual assessment which shall retain priority as described herein and any transfer of a Residential Lot takes the Residential Lot subject to said lien, provided, however, the sale or transfer of any lot pursuant to judicial foreclosure under Ohio law extinguishes the lien for annual assessments up to the date of confirmation of such sale and the Association shall be entitled to any proceeds of such sale as provided by Ohio Law according to the priority of its lien.

3.6 Purposes for which Annual Assessments may be Assessed. The annual assessments shall be assessed and the proceeds thereof shall be used by the Association toward payment of the following expenses:

(a) The payment of principal and interest, when due, on all sums borrowed by or loaned to the Association, (two-thirds vote of all lot owners required to borrow more than $5,000).

(b) For the construction, improvement, alteration, repair and replacement of all Common Areas including roadways, curbs, gutters, sidewalks, sewer and water lines and related infrastructure and facilities, utilities, drainage systems, lighting facilities and other things placed therein.

(c) For the construction, improvement, alteration, repair, removal and maintenance of sidewalks, all grass areas, gardens, landscaping, trees, plantings, shrubbery and irrigation systems in Gardengate Villas including payment of water/sewer charges.

(d) For the removal of snow from all roadways, driveways and sidewalks in the Subdivision.

(e) The payment of administrative costs and expenses of the Association in the exercise of its powers, authority and duties described in this declaration and its duly promulgated regulation, including, without limitation:

(i) the payment of all premiums for insurance insuring the Common Areas for loss or injury or damage due to casualty or malicious mischief, as well as insurance insuring the Association, its trustees, officers and members from any liability for loss or damage to persons or property on the Common Areas, as well as liability insurance for directors (Trustees) and officers of the Association for liability they may incur in connection with carrying out their duties as such on behalf of the Association;

(ii) real estate taxes and assessments imposed by any public authority against the Common Areas;

(iii) enforcement of this Declaration including, without limitation, the collection of annual assessments and enforcement of the lien charged in connection therewith, whether by foreclosure, judicial proceedings, or otherwise; and
(iv) the establishment of a reasonable reserve as, in the discretion of the Association, may be necessary for the financial security of the Association and the effectuation of its purposes as set forth herein and in its Articles of Incorporation or regulations promulgated thereunder.

3.7 Interest on Delinquent Assessments. If an owner of a Residential Lot fails to pay an installment of the annual assessment within sixty (60) days following the date of the Association's issuance of a statement therefor, the same shall be deemed delinquent and will bear interest at the New York Prime Rate until paid.

3.8 Delinquency for More than 90 Days. If the owner of a Residential Lot shall fail to pay any installment of the annual assessment within ninety (90) days following the date of the issuance of the statement therefor, the Association shall have the right to enforce the lien imposed herein with respect to such assessment. The amount due by such owner shall include all unpaid annual assessments as well as the cost of such proceedings, including attorney's fees, and the aforesaid interest.

3.9 Certificate of Status of Annual Assessment. Upon written demand of any owner of a Residential Lot, and after payment of a reasonable charge therefor, the Association shall within a reasonable time issue a certificate stating that all annual assessments or installments thereof (including interest and costs, if any) have been paid with respect to the Residential Lot or Lots owned by such owner, as of the date of such certificate, or if the annual assessment or any installment has not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Residential Lot in question.

ARTICLE IV
GARDENGATE VILLAS HOMEOWNERS' ASSOCIATION;
ARCHITECTURAL COMMITTEE

4.1 Formation of the Association. After the recording of the Declaration, Developer shall cause a not-for-profit corporation to be incorporated under the laws of the State of Ohio, to be called "Gardengate Villas Homeowners' Association" or a name similar thereto ("Association"). The Association shall have the right:

(a) to acquire title from Developer to all Common Areas;

(b) to control, improve and maintain all Common Areas subject to the provision in Article 3.6 (Assessments);

(c) to enforce all provisions herein and restrictions (including decisions of the Committee) and all regulations which it may promulgate with respect to any part and all Common Areas, facilities and easements which it may own or control;

(d) to collect and dispose of funds as herein provided;

(e) to accept and hold rights of easement for the benefit of all owners of Residential Lots; and

(f) to do all other things necessary to promote, protect and maintain the interests of the members, as decided by membership vote.

4.2 Membership Voting. Each owner of a Residential Lot shall be entitled to one (1) vote on each matter submitted to a vote of the Association provided, however, when more than one person holds an ownership interest in any lot, all persons holding such ownership shall be members of the Association and in such event the vote for such lot shall be exercised as the owners of such Residential Lot among themselves shall determine, but in no event shall there be more than one vote with respect to any Residential Lot allowed. Where a vote is cast by one or two or more owners of any Residential Lot, the Association shall not be obligated to look to the authority of the member casting the vote. So long as Developer shall hold title to any Residential Lot in Garden Gate Villas, Developer shall have ten (10) votes for each Residential Lot it owns. Except as set forth herein, all other regulations and rules for voting by members (i.e. with respect to quorum, meetings, voting by proxy, notice) shall be as set forth in the Articles of Incorporation or Regulations of the Association.

4.3 Management of the Association. The Association shall be managed by and all power and authority of the Association shall be vested in and exercised by the Board of Trustees of the Association. Until such time as eighty-five percent (85%) of the Residential Lots have been sold by Developer, the Developer shall have the right to appoint the members of the Board of Trustees of
the Association as well as all officers of the Association. Except for persons appointed by Developer, all members of the Board of Trustees of the Association and all officers of the Association must be elected by members of the Association.

4.4 Architectural Control Committee. The Architectural Control Committee ("Committee") is hereby established in accordance with Section 2.4 hereof.

ARTICLE V
EASEMENTS

5.1 Reservation of Easement Rights. Developer reserves to itself, and its successors and assigns, the exclusive right to grant easements, easements, and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the services of the Subdivision on, over, below or under all of the areas designated as Common Area, "Utility Easements", or with words of similar import, on the Plat of Gardengate Villas and along and upon all roads now existing or hereafter established and abutting the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the Residential Lots from time-to-time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, upon the Plat of Gardengate Villas. The term "structure" shall not include Residential Lot improvements such as driveways and sidewalks. No Owner of any Residential Lot shall have the right to reserve or grant any easements or rights of way upon or over any of the Residential Lots without the prior written consent of the Developer, its successors and assigns.

5.2 Developer Reservations. Developer reserves the right to relinquish its powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association. Developer shall have the right to construe and interpret these restrictions and its construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions. Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

5.3 Developer Exception. Until such time as Developer has conveyed to others all Residential Lots and Dwellings owned by it in the Subdivision, then notwithstanding any of the provisions contained in this Declaration, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the Residential Lots in the Subdivision and maintain a large temporary sign on the road abutting the Subdivision advertising the sale of property in the Subdivision.

ARTICLE VI
DURATION OF RESTRICTIONS, AMENDMENTS

6.1 Terms. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all parties, person, corporation or other entities claiming interest or ownership of any Residential Lot or portion of Gardengate Villas until the first day of January, 2020 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. These covenants and restrictions may be amended or revoked with the written approval of the Developer and the then owners of not less than two-thirds of the Residential Lots in Gardengate Villas, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving Residential Lot owners with the formalities required by law.

ARTICLE VII
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

7.1 Violations, Unlawful Enforcement.

(a) Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any Residential Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violations, and/or to recover damages and reasonable legal expenses incurred for such violation or attempted
person or persons violating or attempting to violate any such restrictions to prevent him or them from doing so, to cause the removal of any violations, and/or to recover damages and reasonable legal expenses incurred for such violation or attempted violation.

In addition to the foregoing rights, the Developer and the Association shall have the right, to the extent permitted by law, to record in the Office of Recorder of Lucas County, Ohio, a notice giving third parties notice of the non-compliance of a Residential Lot owner within the provisions hereof, which notice shall constitute a lien on the Residential Lot until such time as such non-compliance has been cured.

(b) In addition to any other remedy or remedies available to Developer or the Association, hereunder, at law or at equity, the violation or breach of any restriction, rights, reservations, limitations, agreements, covenants and conditions herein contained shall give the Developer or the Association:

(i) the right to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer or Association, and Developer and the Association shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal; and/or

(ii) the right to enjoin, abate or remedy by appropriate legal proceedings, either by law or equity, the continuance of any such violation or breach; and

(c) Any other person or persons owning any Residential Lot may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or condition or any covenant or provision herein contained, to cause the removal of any violation and to recover damages or other costs for such violation or attempted violation.

7.2 Saving Clause. Invalidation of any of the restrictions and/or covenants herein contained by judgment or court order or amendment hereof by act of the owners of Residential Lots in Gardengate Villas shall not affect any other provisions contained in this Declaration, which provisions shall remain in full force and effect.

7.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every Residential Lot in Gardengate Villas shall be made subject to the covenants and restrictions in this Declaration as well as the Code of Regulations of the Association and all reasonable rules and regulations adopted by the associations.

7.4 Notices. Any notice required to be sent to any owner of a Residential Lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, pre-paid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

7.5 Assignability of Developer. The rights, privileges and powers granted by this Declaration to, and/or reserved by, Developer shall be assignable and shall inure to the benefit of the Developer's successors and assigns.

7.6 Interpretation of Declaration. In the interpretation of the provisions of this Declaration by the Developer, any such construction and interpretation of made in good faith shall be final and binding as to all persons and property benefited or bound by such restrictions.

The undersigned James H. Johnson & Marjorie H. Eversole, being the authorized members of JAMES H. JOHNSON CUSTOM BUILDER, LLC. have hereunto set their hands to this instrument as of the date first above written.

JAMES H. JOHNSON CUSTOM BUILDERS, LLC

James H. Johnson

Marjorie H. Eversole
The undersigned Marjorie H. Eversole of Gardengate Villas Homeowners' Association has hereunto set her hand to this instrument as of the date first above written.

GARDEN GATE VILLAS HOMEOWNERS’ ASSOCIATION

[Signature]
Marjorie H. Eversole

STATE OF OHIO

) ss:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 1st day of December, 2004 by James H. Johnson and Marjorie H. Eversole on behalf of the entities set forth above.

[Signature]
Notary Public

This instrument prepared by:
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