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Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2024-00010755

SECOND AMENDED BK **832** PG **1964-1971**

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

HARPER VALLEY PRESERVE

This Declaration made this 1ST day of DEC., 2024 by
Jeffrey P. Jenks, President of Harper Valley Preserve, Inc., as Declarant,

WITNESSETH ,

WHEREAS, Harper Valley Preserve, Inc. is the Developer of Sublots 1, 1A, 1B through 17, and 1307 Harper Valley Lane, of the Harper Valley Preserve, situated in Harpersfield Township, County of Ashtabula and State of Ohio and shown on the Declaration Plat (hereinafter referred to as "Plat") recorded in Volume 19, Page 3 of Ashtabula County Records, and Volume 21, Page 78-80 of Ashtabula County Records;

WHEREAS, Declarant may from time to time transfer fee simple interest to lots numbered 1, 1A, 1B through 17, and 1307 Harper Valley Lane, comprising Harper Valley Preserve; and

WHEREAS, Declarant desires to preserve the values and amenities of Harper Valley Preserve and to that end, to subject the lots to certain rights, privileges, restrictions and covenants with respect to the ownership, development, use and occupancy thereof, as hereinafter set forth;

HARPER VALLEY PRESERVE
5449 BISHOP RD
GENEVA, OH 44041

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Attorneys By
Curry & Pasqualone
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NOW, THEREFORE, Harper Valley Preserve, Inc. as Developer of the subdivision known as Harper Valley Preserve for its successors and assigns does hereby declare as follows:

1. COVENANTS AND RESTRICTIONS.

a. Subdivision. No lot shown on the Plat may be divided, subdivided, altered or modified except as provided on the Plat, including without limitation, the requirement that no building be constructed and the land not be disturbed beyond the set backs shown on the Plat.

b. Residential Use. Each lot shall be used for private, single family, residential purposes and no building, other than one single family residence and garage, and one outbuilding not in view of the street, shall be built on any such lot.

c. Trailers, Out-Buildings and Certain Structures Prohibited. No temporary building, trailer, garage or any other similar structure shall be used temporarily, or permanently, as a residence on any lot at any time.

d. Tanks and Refuse Disposal Facilities. All oil, bottled gas, and other tanks and all garbage and trash containers and other refuse disposal facilities shall be placed and installed underground, or if above ground, in such manner or with such screening so that such tanks, containers and facilities shall not be visible from any lot or any drive or roadway shown on the Plat.

e. Control of Domestic Animals. No animals, livestock, including without limiting the generality of the foregoing, horses and ponies, or poultry of any kind, shall be raised, bred or kept in Harper Valley Preserve. Dogs, cats and other household pets

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may be kept provided they are not raised, bred or kept for any commercial purpose and are properly controlled.

f. Nuisances. No noxious or offensive activity shall be caused on or upon any portion of Harper Valley Preserve, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

g. Business Activities. No industry, business, trade, occupation or profession of any kind, and no signs on the exterior indicating such activity, whether it be commercial, religious, charitable, educational or otherwise, whether or not organized for profit, shall be evident on any lot.

h. No disabled motor vehicle, motor home, motorcycle or other motor driven vehicle shall be left on a lot for longer than seven days in an inoperable condition after which time the vehicle shall be considered a nuisance and detrimental to the neighborhood, and shall be removed from the lot.

i. No rental, Airbnb, or VRBO, are permitted without written consent of the HOA Board.

2. ARCHITECTURAL COMMITTEE.

a. Structure of Committee. The Architectural Committee (hereinafter called the Committee) shall be comprised of two or more persons designated from time to time by the Harper Valley Association (hereafter called the Association).

b. Architectural Committee Approval. No residence shall be erected unless plans and specifications therefore shall have been submitted to and approved in writing by the Committee and the Harper Valley Preserve Board of Trustees. Such plans and

specifications shall contain a site plan of the lot showing the nature, exterior color scheme, heights, materials and location of all buildings with respect to such lot and landscaping for the lot, and the location of the well, septic tank and the driveway on the lot. Driveways are to be designed so that vehicles and garages are not directly visible from the street. A detached garage is acceptable provided its color and materials match the residence. The residence is to be sided or furnished in natural appearing material such as wood, brick or stone. No residential structure shall be erected or placed on any building lot which has an area of less than 1800 square feet living space.

c. Grounds for Disapproval. The Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(i) failure of such plans and specifications to comply with any of these covenants and restrictions;

(ii) failure to include information in such plans and specifications as may have been reasonably requested;

(iii) objection to the design or appearance of any proposed landscaping;

(iv) objection to the location of any proposed building upon any lot or with reference to other lots in the vicinity;

(v) objection to the location of any proposed well or septic tank;

(vi) objection to the color scheme, finish, proportions, style of the architecture, height, bulk or appropriateness of any building;

(vii) any other matter which, in the judgment of the Committee, would render the proposed building or buildings or uses inharmonious with the overall plan for the

development of Harper Valley Preserve or with any existing buildings or uses located upon other lots in the vicinity.

In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Committee shall, if requested, make a reasonable effort to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

3. ASSOCIATION.

a. Membership. Upon delivery and acceptance of a deed to any lot, the grantee thereof shall be bound by all the covenants and restrictions herein contained as if fully contained in a written agreement executed and delivered by and between such grantee and Declarant, and such grantee shall become a member of the Association whose membership shall consist of the record owners of lots comprised in Harper Valley Preserve. For purposes of voting at meetings of said Association, each owner of a lot shall be entitled one (1) vote for each lot owned. In the case of joint owners or lots owned in and by more than one person, said owners shall be entitled to one (1) vote among them. Such Code of Regulations or Bylaws as shall be adopted by the Association shall provide for the formation, government and perpetuation of the Association and shall provide the right to assess each of the record owners of lots comprised in Harper Valley Preserve annually for the purposes of defraying the reasonable and necessary expenses of the Association in connection with the construction, maintenance, repair and replacement

of entry ways, lighting, fencing, landscaping and other amenities or of any utilities or facilities maintained or constructed in or on any lots for the common benefit of all or any of the lots.

The Association shall be responsible for liability insurance, local taxes and maintenance of recreational and other facilities. Failure by the Association to meet its responsibilities shall authorize recovery, by entity and/or other parties, of Association debts directly from lot owners via assessments, liens, and/or other means available. The Association shall be responsible for common area maintenance and shall pay and have minimum property insurance with sufficient coverage to protect the common areas together with general liability insurance and directors and officers liability coverage.

All claims, demands, disputes, differences, controversies and misunderstandings that may arise between a lot owner and the Association shall be submitted to and be determined and settled by arbitration, in the manner hereinafter set forth, to-wit: Either party may, by written notice to the other, appoint an arbitrator. Thereupon, within seven (7) days after giving notice, the other shall by written notice to the former, appoint another arbitrator, and in default of such second appointment the arbitrator first appointed shall be sole arbitrator. When any two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him by notice in writing. Upon appointment of the third arbitrator, the third arbitrator shall meet and shall give opportunity to each party hereto to present his cause and witnesses, if any, in the presence of the other, and shall then make their decision and the decision of the majority of the

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arbitrators shall be binding upon the parties hereto. Such award shall include the fixing of the expense of the arbitration and assessment of same against either or both parties.

4. DURATION OF COVENANTS AND RESTRICTIONS.

The foregoing covenants and restrictions shall be deemed to be covenants running with the land herein described as Harper Valley Preserve and shall be binding on the owners of any lot, their respective heirs and assigns, until September 1, 2045 in any event, and, continuously thereafter, unless and until any proposed change or changes thereof shall have been approved in writing by a majority of the owners of the lots of Harper Valley Preserve.

It is understood and agreed that all applicable federal and state laws and regulations are followed, including but not limited to the Federal Fair Housing Act and the Ohio Planned Community Act.

5. INVALIDITY.

Invalidation of any one or more of the foregoing covenants and restrictions by judgment or court order will in no way affect any of the other provisions hereof.

6. ENFORCEMENT.

Enforcement of the covenants and restrictions may be by proceedings at law or in equity, or both, brought by the HOA board against any person violating or attempting or threatening to violate any restrictions, and may include actions for damages, or to restrain violation, or enforce compliance. No failure to object to any violation or to enforce any restriction shall be considered a waiver of the right to do so, thereafter, either as to the

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same or subsequent violations. Said enforcement of covenants and restrictions shall first be brought to the HOA Board prior to court enforcement.

IN WITNESS WHEREOF, I have hereunto set my hand on the 1ST day of DEC., 2024.

Signed in the presence of:

HARPER VALLEY PRESERVE

Gary L. Pasqualone
GARY L. PASQUALONE
Kimberly Riddell
KIMBERLY RIDDLELL

BY: Jeffrey P. Jenks
Jeffrey P. Jenks

STATE OF OHIO)
) SS.
ASHTABULA COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named, Harper Valley Preserve, by Jeffrey P. Jenks, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Geneva, Ohio this 1ST day of DEC., 2024.

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GENEVA, OHIO 44041
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Gary L. Pasqualone
Notary Public

GARY L. PASQUALONE, Attorney-At-Law
Notary Public, State of Ohio
My Commission has no expiration date
R.O. 147.03