

Plat of the

# SUGARTREE PROPERTY

Situated in the Township of Madison, the County of Guernsey, the State of Ohio.

Being located in Section 5 in Township 3, Range 1 of the United States Military Lands.

PROTECTIVE COVENANTS  
SUGARTREE PROPERTY  
MADISON TOWNSHIP, GUERNSEY COUNTY OHIO

GUERNSEY COUNTY AUDITOR  
Transferred by Guernsey County Auditor

Date October 25, 2004 Fee \$16.00  
Jonny Berman  
Guernsey County Auditor

GUERNSEY COUNTY RECORDER  
No. 75-94 200400007534  
Received for record this 26th day of October, 2004. Filed for Record in  
GUERNSEY COUNTY, OHIO  
10-26-2004 At 08:17 AM.  
Recorded in Plat Cabinet 3, Side 490 at 8:174 AM.  
Fee \$0.00 Callan Whately  
Guernsey County Recorder

GUERNSEY COUNTY ENGINEER  
Approved for record this 22nd day of OCTOBER, 2004.  
Oliver E. Stange  
Guernsey County Engineer

GUERNSEY COUNTY COMMISSIONERS  
Approved for record, subject to the rules and regulations governing the platting of subdivisions of land.  
Guernsey County Commissioners  
Joe Stewart  
Commissioners

Date October 25, 2004

Dedication:  
I, the undersigned, Joe J. Detweiler for J.J. Detweiler Enterprises, Inc. owner of the real estate shown, hereby certify that I have caused the same to be surveyed and platted into lots. Lots are numbered 1-32 inclusive and named "SUGARTREE PROPERTY" and that this plat does not involve any new public roads.  
Joe J. Detweiler Witness Todd Neumann  
Wendi L. Shurg Witness Wendi L. Iberg

STATE OF OHIO, COUNTY OF STARK  
Before me a Notary Public in and for said County, personally appeared Joe J. Detweiler, who executed the foregoing instrument and acknowledged that he did the same and that it was his free act and deed. In testimony whereof, I have hereunto subscribed my same and affixed my seal at  
Uniontown, Ohio, this 19th day of October, 2004.

Notary Public Wendi L. Shurg  
My Commission Expires November 30, 2005  
WENDI L. IBERG, Notary Public  
Residence - Stark County  
State Wide Jurisdiction, Ohio  
My Commission Expires Nov. 30, 2005



- No inoperative or unlicensed vehicles will be placed or stored on said property. No accumulations of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on property.
- That said property will be used for residential and farming purposes only and conform to local zoning regulations.
- Buyer will keep the property in a clean, sanitary and sightly condition and in compliance with all laws or regulations imposed by any governmental authority having jurisdiction over any property for the care, safety, health and upkeep of real estate.
- That buyer will not nor will buyer permit the storage of refuse, trash or hazardous materials on said property nor may the property be used as a dump or landfill site.
- Any residence erected on the property must have the exterior completed within 6 months. The exterior must be constructed with new material.
- Before occupancy of any house or manufactured house, a sewage disposal system must be installed in conformity with the minimum standards required by the County Board of Health.
- Single-wide homes must have factory installed vinyl siding and a shingled roof at the time of placement and a minimum of 900 square feet (14x70) in size, excluding porches, decks, breezeways, garages or any unheated portions. Wheels must be removed and new mobile home type skirting must be applied when the home is placed.
- Camper units will not be used as a residence, either temporary or permanent. No temporary house, tent, camper, school bus or recreational vehicle will be used as a residence.
- MAINTENANCE AGREEMENT (Common Access Easement): Grantee, for grantee, grantee's heirs and assigns, covenant with grantor, grantor's heirs and assigns, that grantee, in common with others from time to time and at all times hereafter, at their shared expense, will repair and maintain, in a proper, substantial and workmanlike manner, the non-exclusive common drive.
- Where protective covenants and County or Township zoning ordinances are in conflict, the stricter requirement will prevail.
- Invalidation of any of these covenants by judgement of court order will in no way affect any of the other provisions, which which will remain in full force and effect.
- The purchasers of this property, for themselves, their heirs and assigns, by the acceptance of the conveyance of this property agree to be bound by the covenants contained herein and are the primary enforcers of these covenants. J.J. Detweiler, Inc. will not be obligated to enforce these covenants.

I, hereby state that at the direction of J.J. Detweiler Enterprises, Inc. owner of the real estate shown, I have surveyed and platted 172.067 acres more or less, being all of Auditor's Parcel No. 22-01034.000 of Guernsey County into lots as shown, the lots are numbered 1-32 inclusive and this plat correctly represents the "SUGARTREE PROPERTY" that dimensions are given in feet and decimal parts thereof, and this plat represents a boundary survey pursuant to Chapter 4733-37 of the Ohio Administrative Code.  
Samuel C. Ward

Samuel C. Ward  
Professional Surveyor #7356  
October 1, 2004

