

JAN 05 2025

AUDITOR'S OFFICE  
CARROLL COUNTY OH

Clear Form

Tax year 2025 BOR no. 26-006  
County CARROLL Date received 01/05/2026

DTE 1  
Rev. 12/22

### Complaint Against the Valuation of Real Property

Answer all questions and type or print all information. Read instructions on back before completing.  
Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 100.

Original complaint  Counter complaint  
Notices will be sent only to those named below.



1. Owner of property		Petersen Heritage Investments LLC		7325 Heritage Road, Magnolia Oh 44643	
2. Complainant if not owner					
3. Complainant's agent					
4. Telephone number and email address of contact person Dean Petersen 330 495 3318 deanepetersen@gmail.com					
5. Complainant's relationship to property, if not owner If more than one parcel is included, see "Multiple Parcels" Instruction.					
6. Parcel numbers from tax bill			Address of property		
31-0001628.000			7325 Heritage Road Magnolia, Oh 44643		
7. Principal use of property Rental and Commercial Timber					
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.					
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value		
31-0001628.00	\$ 333,000.00				
9. The requested change in value is justified for the following reasons: ① Value ordered by Judge Repella on 1/31/25 under case # 2022CVC30155 Common Pleas Journal 294 page 675 effectively making it a valuation of \$ 333,000. ② Real Estate Appraisal valuation report by expert witness Dan Miller, MAI, SRA, OVA effectively valuing it at \$333,000. ③ Richard Kiko valuation of \$300,000-\$350,000. ④ Petersen Heritage Investments LLC purchase \$318,000 for damaged home plus \$114,000 to satisfy judgement under common pleas journal 294 page 675 for case # 2022CVC30155 all paid to Mr and Mrs Talkington May 6, 2025					

10. Was property sold within the last three years?  Yes  No  Unknown If yes, show date of sale May 1, 2025 and sale price \$ \$ 318,000 for damaged home plus \$114,000 to satisfy judgement recorded in common pleas journal 294 page 675 ; and attach information explained in "Instructions for Line 10" on back.
11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.
12. If any improvements were completed in the last three years, show date 2025 and total cost \$ 25,224.
13. Do you intend to present the testimony or report of a professional appraiser?  Yes  No  Unknown attached.

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

The property was sold in an arm's length transaction.

A substantial improvement was added to the property.  
 Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 1-2-26  
Complainant or agent (printed) Dean Peterson Title (if agent) President

Complainant or agent (signature) [Signature]

Sworn to and signed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Notary [Signature]

BRADLEY EICK  
Notary Public  
State of Ohio  
My Comm. Expires  
November 17, 2026



Petersen Heritage Investments, LLC (Parcel #31-0001628.000) – 10.07 Acres  
7325 Heritage Road  
Magnolia, Oh 44643

Date: January 2, 2026

Subject: Carroll County - Appeal of Property revaluation - 2025 tax year



Dear Appeals Board,

The value of the property is between \$300,000 and \$350,000 and ultimately concluded to be \$333,000 as determined by Judge Repella in in Case # 2022CVC30155 in Carroll County Court of Common Pleas on 1/31/25, however the revaluation for the parcel listed above was set at \$491,810. Attached is the documentation.

A brief summary: This parcel was previously owned by Mr. & Mrs. Talkington (plaintiff in the Court of Common Pleas for Carroll County) and subsequently purchased by Petersen Heritage Investments (PHI) on 5/1/25 (Defendant in the same court case). The property was fully litigated and found to have a \$94,000 impairment and diminution of value concluded by Judge Repella on January 31, 2025. This is recorded in Case # 2022CVC30155 in Carroll County Court of Common Pleas.

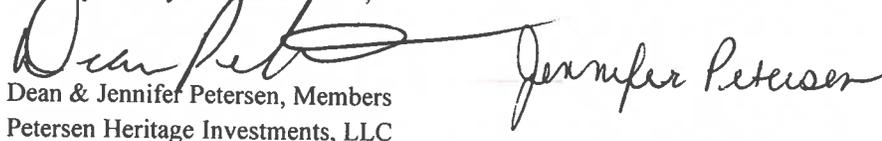
The purchase of the damaged property for \$318,000 + \$114,000 to satisfy the judgment totaled \$432,000 paid to the plaintiff on May 1, 2025 by Petersen Heritage Investments (PHI) to transfer the property was not arm's length real estate transaction. This was due to the fact Judge Repella concluded that the damaged property was reduced in value by \$94,000 and the additional \$20,000 for awarded to the plaintiff totaled \$114,000 to be paid to the plaintiff, and both the PHI's attorneys and Mr. & Mr. Talkington's attorneys agreed to \$318,000 for the damaged property value. In the end, the \$432,000 payment to Mr. & Mrs. Talkington was comprised of two parts (value of damaged home \$318,000 and satisfaction of judgement of \$114,000) in exchange for the damaged home.

All parties, from Judge Repella to the expert witness to the buyer & seller, all concluding the value to be in the \$300,000 to \$350,000 range. Ultimately the parties, including Judge Repella, all agreed to \$318,000 for the damaged home plus \$114,000 in damages satisfied the judgment and real estate transfer evidenced by the attached exhibits summarized below:

- 1) Impairment of value ordered by Judge Repella on 1/31/25 in the amount of \$94,000 under case #2022CVC30155 common please Journal 294 page 675. Effectively making it a valuation of \$333,000
- 2) Real Estate Appraisal Valuation report by Plaintiff Expert Witness- Dan Miller, MAI, SRA, CVA Valuation: lists a 20% to 30% reduction (page 3) in market value. Effectively 427,000 (page 11) fair market value before damages, less \$94,000 in damages = Valuation of \$333,000
- 3) Richard Kiko Valuation \$300,000-\$350,000
- 4) Petersen Heritage Investments Purchase: \$318,000 for the damaged home + \$114,000 to satisfy judgement under common pleas Journal 294, page 675 for case #2022CVC30155 all paid to Mr. & Mrs. Talkington on 5/1/25.

In addition to the damages listed in the court case, the property is further impaired by the basement flooding during periods of heavy rain due to poor drainage, poor slope, below grade basement door and steps that have rotted out.

Thank you for your consideration,

  
Dean & Jennifer Petersen, Members  
Petersen Heritage Investments, LLC

1256 Bark Road  
Magnolia, OH 44643  
330-495-3318



FILED

2025 JAN 31 AM 11:06

CARROLL COMMON PLEAS  
WILLIAM R. WOHLWEND



IN THE COURT OF COMMON PLEAS  
CARROLL COUNTY, OHIO

MICHAEL TALKINGTON, <i>et al.</i>	)	CASE NO. 2022CVC30155
	)	
Plaintiffs,	)	JUDGE REPELLA
	)	
v.	)	
	)	FINAL ORDER
HEARTLAND ON HERITAGE, LLC, <i>et al.</i>	)	Common Pleas Journal # <u>294</u>
	)	
Defendants.	)	Page # <u>667</u>

This case came before the Court for a bench trial on January 13<sup>th</sup> through the 15<sup>th</sup> of 2025. The Plaintiffs were present and represented by Attorneys Richard Reinbold and Stacie Roth. The Defendants were present and represented by Attorneys Nicholas Horrigan and Christine Garritano.

During the Trial the Plaintiffs dismissed their request for a permanent injunction and the Defendants dismissed their Counter Claims 1, 2 and 3. Plaintiffs' post-trial brief also dismissed their Trespass claim. This leaves the court to decide the Plaintiffs' claims for Nuisance and Negligence, as well as Plaintiffs' allegations that Dean and Jennifer Petersen should be personally liable for the acts of Defendants LLCs. The court must also decide Defendants' counterclaim for Frivolous Conduct pursuant to R.C. 2323.51(A)(2)(ii).







10. On June 26<sup>th</sup>, 2021 the Plaintiffs and Defendants met at Plaintiffs' home to discuss the noise and other issues coming from the wedding venue and AirBnB. Plaintiffs' Exhibit 22 is an audio recording of this event, in which the noise coming from a wedding event is clearly audible.
11. The Defendants estimate that they will have around 26 wedding events at the property each year. These wedding events happen primarily on the weekend from April through October.
12. The Defendants have made several adjustments to try and address some of the Plaintiffs' complaints. Including but not limited to constructing a building to move the weddings and music inside, instituting a noise policy, interviewing and screening potential guests, hiring security guards to monitor the sound levels, installing signs to direct traffic, planting trees near the property line, installing security cameras and pointing the speakers away from Plaintiffs' property.
13. The Plaintiffs had an expert testify concerning the value of Plaintiffs' real estate if a wedding venue were not directly across the street as well as the diminution in value with the venue in place.
14. The Defendants had 2 experts testify. One was an expert on noise and he testified about various sound related issues at the property. The second expert testified about the credibility of the Plaintiffs' expert as well as his report.



**Absolute Nuisance Claim:**

A private nuisance may be categorized as either an absolute or qualified nuisance. *Adkins v. Boetcher*, 4th Dist. Ross No. 08CA3060, 2010-Ohio-554, ¶ 16. “[A]n absolute nuisance requires intentional conduct on the part of the defendant.” *Angerman v. Burick*, 9th Dist. Wayne No. 02CA0028, 2003-Ohio-1469, ¶ 10 (citing: *Hurier v. Gumm* (Nov. 1, 1999), 12th Dist. No. CA99-01-005, 1999 Ohio App. LEXIS 5122). “Intentional’ in this context means not that a wrong or existence of a nuisance was intended but that the creator of it intended to bring about the conditions which are in fact found to be a nuisance.” *Id.* In other words, an absolute nuisance occurs “[w]here the harm and resulting damage are the necessary consequences of just what the defendant is doing, or is incident to the activity itself in which it is conducted... *Id.*”

In this case the Defendants intended to operate an AirBnB and a wedding venue in a rural setting. The natural result of this is that there will be noise and light consistently generated by the events that otherwise would not be present in such a setting. The Court is convinced that approximately 26 times a year the Plaintiffs can hear the normal noises that come along with modern weddings. This includes constant music, people talking and yelling, cursing, car horns honking, car doors closing, a consistent stream of headlights and noise from vehicles traveling along a chip and sealed road. All of these things combined with the frequency and the rural setting would aggravate even the most laid-back country



resident. The Plaintiffs in this case chose to live in their home in order to get away from an urban environment and enjoy the natural sounds that rural living provides.

The Defense focused primarily on the music and other noises coming from the speakers during wedding events. However, the court is convinced that the Plaintiffs complaint has merit concerning not just the music and voices coming from the speakers, but the noise of attendees in the parking lot, car horns, car doors closing, headlights as they leave the Defendants' property and the abnormally high level of traffic caused during wedding events.

In this case the Defendants absolutely intend to operate their businesses and as a result they have created an absolute nuisance for the Plaintiffs. The Court will find for the Plaintiffs as to their absolute nuisance claim.

**Qualified Nuisance Claim:**

"A qualified nuisance is a lawful act 'so negligently or carelessly done as to create a potential and unreasonable risk of harm, which in due course results in injury to another.'" *Id.* (quoting *Metzger v. Pennsylvania, Ohio & Detroit RR. Co.*, 146 Ohio St. 406, paragraph two of the syllabus (1946)).

An action for damages due to a qualified nuisance is premised on a defendant's negligence in allowing a dangerous or bothersome condition to exist. *Hamilton v. Hibbs L.L.C.*, 2012-Ohio-4074, ¶ 17 (10<sup>th</sup> Dist. 2012) (citing *Allen Freight Lines, Inc. v. Consol. Rail Corp.*, 64 Ohio St.3d 274, 275 (1992)). Therefore, a plaintiff must prove negligence by establishing that the defendant breached an applicable duty of care and that the breach



proximately caused the plaintiff injury. *Id.* (citing *Safeco Ins. Co. of Am. v. White*, 122 Ohio St.3d 562, ¶ 36 (2009)). The applicable standard of care is that which a reasonable person would exercise in preventing or correcting the dangerous or bothersome condition. *Id.* (citing *Rothfuss v. Hamilton Masonic Temple Co.*, 34 Ohio St.2d 176, 180 (1973); *Kramer*, supra at ¶ 23 (6<sup>th</sup> Dist. 2007)).

In this case the Defendants have taken several steps to try and remedy the nuisance and minimize its impacts. The Defendants will continue to create the nuisance as long as they operate as a wedding venue, however their actions don't rise to the level of negligence. Rather they are a natural byproduct of the businesses being operated on the property. The Court will deny Plaintiffs' action for Qualified Nuisance. As such the court will also deny the Plaintiffs' claim for Negligence.

**Piercing the Corporate Veil:**

While the Petersens are the only owners/members of Heartland and Heritage Investments, that fact alone is insufficient to pierce the corporate veil of the companies and hold the Petersens personally liable. Indeed, the Talkingtons presented zero evidence at trial to support their "alter ego" theory, such as grossly inadequate capitalization; failure to observe corporate formalities; diversion of company assets for personal use; or absence of corporate records. *Pottschmidt v. Klosterman*, 2006-Ohio-6964, ¶37 (9<sup>th</sup> Dist. 2006).

The Talkingtons presented no evidence to show that the Petersens have "exercised control over the [companies] in such a manner as to commit fraud, an illegal act, or a



similarly unlawful act” or engaged in the type of “extreme shareholder misconduct” required to satisfy the *Dombroski* test. *Dombroski v. WellPoint, Inc.*, 2008-Ohio-4827, ¶29.; *Allied*

*Diversified Constr., Inc. v. Elite Mech., Inc.*, No. 1:16CV334, 2016 WL 7034238, at \*5 (S.D. Ohio Dec. 2, 2016).

The Plaintiffs’ claim to Pierce the Corporate Veil and hold the Petersens personally liable shall be denied and Dean and Jennifer Petersens shall be dismissed from this case.

**Defendants’ Frivolous Conduct Claim**

Given that the court has found for the Plaintiffs on one of their nuisance claims the Defendants’ Frivolous Conduct Claim is denied.

**Damages:**

“For there to be an action or nuisance, the injury must be real, material, and substantial.” *Banford v. Aldrich Chem. Co.*, 126 Ohio St.3d 210, 2010-Ohio-2470, 932 N.E.2d 313, ¶ 17. “Damages for nuisance may include diminution in the value of the property, costs of repairs, loss of use of the property, and compensation for annoyance discomfort and inconvenience.” *Id.* When considering annoyance and discomfort damages, the Ohio Supreme Court held:

...no precise rule for ascertaining the damage can be given as, in the very nature of things, *the degree of personal annoyance and discomfort is not susceptible to exact measurement.* However a plaintiff may not recover for trifling annoyance and unsubstantiated or unreleased fears. There must be an appreciable, substantial, and tangible harm resulting in actual, material physical discomfort. However, the *plaintiffs need not demonstrate bodily*



*injury to establish discomfort.* Furthermore, evidence of pecuniary loss is not required to recover damages for discomfort and annoyance.”

*Id.* at ¶ 20 (emphasis added).

In this case the court will award the Plaintiffs damages concerning the diminution in value of their real property. The only evidence presented at trial concerning diminution in value was given by Plaintiffs’ expert Mr. Miller. Defendants attempted to attack Mr. Miller’s report, his methods and his credibility. But the court found Mr. Miller to be a reliable witness and has no other evidence before it to support a different amount than what Mr. Miller offered. Therefore, the court will award the Plaintiffs \$94,000.00 in damages for the diminution in value created by the absolute nuisance.

As for annoyance and discomfort damages the court will award the Plaintiffs \$20,000.00. The court is fully aware that there is no adequate or scientific way to arrive at the damages for annoyance and discomfort. However, in this case the court is convinced that the Plaintiffs are entitled to such compensation. Prior to 2019 the Plaintiffs were living a quiet country life undisturbed by the noises that are associated with a wedding venue. That all changed when the Defendants began operating their wedding venue. Starting in 2019 from the months of April through October the disturbances became a near weekly occurrence. Even the most reasonable person would be annoyed and uncomfortable in their own home if they were put into the Plaintiffs’ shoes.





Common Pleas Journal # 294

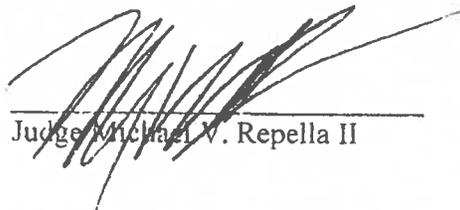
Page # 675

**Judgment:**

WHEREFORE the Court rules in favor of the Plaintiffs and holds the Defendants Heartland on Heritage, LLC and Petersen Heritage Investments, LLC jointly liable for the absolute nuisance caused by the ongoing operation of the businesses. The Court awards the Plaintiffs \$94,000.00 for the diminution in value of their real property and \$20,000.00 for annoyance and discomfort damages. All other claims by the Plaintiffs have either been dismissed by the Plaintiffs or dismissed by the court. Both Dean and Jennifer Petersen have been personally dismissed as parties to this case. The Defendants dismissed their first, second and third counterclaims and their fourth has been dismissed by this court.

Clerk to apply deposits, with any fees due being payable by the Defendants Heartland on Heritage, LLC and Petersen Heritage Investments, LLC.

**IT IS SO ORDERED.**



\_\_\_\_\_  
Judge Michael V. Repella II

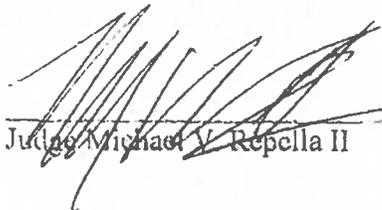


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**NOTICE: FINAL APPEALABLE ORDER**

This is a final appealable order. For each party who is not in default, serve notice to the attorney for each party and to each party who represents himself or herself by regular mail service with certificate of mailing making notation of same upon case docket.

  
\_\_\_\_\_  
Judge Michael V. Repella II

Stamped copies to:

Attorney Andrew Burton for the Plaintiffs

Attorney Nicholas Horrigan and Christine Garritano for the Defendants







Plaintiffs, Michael and Andrea Talkington ("Plaintiffs"), state the following for their Complaint against Defendants, Heartland on Heritage, LLC ("Heartland"), Petersen Heritage Investments, LLC ("Heritage Investments"), and Dean and Jennifer Petersen (collectively, the "Petersens") (Heartland Heritage, Heritage Investments, and the Petersens, collectively, the "Defendants"):

**THE PARTIES, JURISDICTION, AND VENUE**

1. Plaintiffs are a married couple residing in the Township of Rose, County of Carroll, and State of Ohio; Plaintiffs have resided in their Magnolia home for over nineteen (19) years.
2. Heartland Heritage is a limited liability company that was formed in 2018 under the laws of the State of Ohio, that has its principal place of business in the Village of Magnolia, County of Carroll, and State of Ohio, and that engages in the business of hosting weddings and other large events.
3. Heritage Investments is a limited liability company formed in 2018 under the laws of the State of Ohio, which owns a single piece of real property in the Village of Magnolia, County of Carroll, and State of Ohio.
4. The Petersens are a married couple residing in the Village of Magnolia, County of Carroll, and State of Ohio.
5. Upon information and belief, the Petersens were/are the sole owners and operators of Heartland Heritage and Heritage Investments and use these companies in such a manner that they are the mere alter egos of the Petersens.



6. The facts giving rise to this Complaint occurred and continues to occur in the Village of Magnolia, County of Carroll, and State of Ohio; therefore, jurisdiction and venue are proper with this Court.

### **FACTS**

7. Plaintiff, Michael Talkington, works in law enforcement and Plaintiff, Andrea Talkington, works as a teacher.

8. In or around 2003, Plaintiffs purchased real property located at 7325 Heritage Road, Magnolia, Ohio, 44643, and have used their property as the primary residence for the past nineteen (19) years.

9. Plaintiffs purchased their property in Magnolia, in part, to move away from the hectic and noisy surroundings of their previous home in Canton, Ohio, as well as the stresses associated with their employment and enjoy the peace and quiet at their home in a country environment.

10. Plaintiffs lived at their home in Magnolia for nearly fifteen (15) years without any interruption to their peace and quiet enjoyment from neighboring properties.

11. On or about April 11, 2018, the Petersens, through Heritage Investments, purchased Real Property located directly across from Plaintiffs' property at 7340 Heritage Road, Magnolia, Ohio 44643 (the "Problem Property").

12. Before the Petersens purchased the Problem Property, it was used as a single-family residence.



13. Since 2018, Defendants utilize the property for large wedding venues and other events, and further utilize the property as a short-term rental.

14. Since 2018, on countless occasions throughout each year, but particularly on the weekends in the spring, summer, and fall, the Pertersens, through Heartland Heritage and Heritage Investment, scheduled weddings and other events at the Problem Property, that bring crowds that often total as many as 500 or more people.

15. The Petersens, in their individual capacity and as owners and operators of Heartland Heritage and Heritage Investments, are intimately involved in the scheduling process for the aforementioned weddings and other large events.

16. The Defendants have no vetting process for individuals or groups scheduling weddings and other large events at the Problem Property and enforce no restrictions on the conduct that occurs at the Problem Property.

17. Nearly every weekend during the spring, summer, and fall months of each year, and at other times during each year, the weddings and other large events create an extreme and unreasonable amount of noise and light pollution by, among other ways:

- A. Constant screaming, hollering, and yelling throughout the evening and night;
- B. Persistently playing loud music that vibrates onto Plaintiffs' property and shakes their home and windows;
- C. Using fireworks late at night;
- D. Firing gunshots in close proximate to neighbors, including Plaintiffs' property;
- E. Using microphones to project voices;
- F. Constant use of profanity that is clearly audible on Plaintiffs' property;



G. Use of lighting, flashlights, and headlights that beam bright rays into and onto Plaintiffs' property; and

H. High volume of traffic at late hours of the night creating dust that accumulates on Plaintiffs' property and dangerous speeding conditions on or near the Plaintiffs' property;

18. In at least one instance, local police were called to a large gathering of around 500 people at the Problem Property; the crowd created deafening amounts of noise into the early morning, which included yelling, threatening, vulgarity, and numerous gunshots.

19. The extreme and unreasonable amount of noise, light, and other pollution has, among other things:

A. Wrongfully interfered with and obstructed Plaintiffs' interest, use, and enjoyment of their property;

B. Left Plaintiffs and their children unable to sleep, concentrate or otherwise utilize their home for any purpose when the Problem Property is being used for weddings and other events;

C. Made Plaintiffs feel unsafe in their home when the Problem Property is used for weddings and other events;

D. Subjected Plaintiffs and their children to mental and emotional pain and suffering; and

E. Damaged their home from the large and consistent accumulation of dust;

20. The Plaintiffs have routinely expressed to the Defendants that the noise, light, and other pollution from the Problem Property unreasonably interferes with and obstructs their interest, use, and enjoyment of their property, but the Defendants have done nothing to resolve



this issue and instead have begun construction on the Problem Property to host larger, louder, and brighter events.

21. Additionally, since 2018, the Defendants, published the Problem Property on several websites such as Airbnb, and advertise the property as being available as a short-term rental.

22. The Defendants do not limit the number of people who can rent the Problem Property at a given time and have no protocols in place for addressing noise and light pollution.

23. The Defendants' failure to limit the number of people renting their property or implement protocols to protect neighbors, routinely results in an unreasonable amount of noise, light, dust, and other pollution that emanates from the Problem Property, and that wrongfully interferes with and obstructs Plaintiffs' interest, use, and enjoyment of their property in, among other ways, those ways described above.

24. Defendants' aforementioned conduct has created and perpetuated a nuisance, which they continue to maintain by continuing to rent and use Problem Property for large gatherings and weddings.

25. Defendants can abate the nuisance but have refused to do so despite being requested by Plaintiffs and others numerous times.

**FIRST CAUSE OF ACTION**  
**Nuisance**  
**(Against All Defendants)**

26. Plaintiffs incorporate all the proceeding paragraphs of this Complaint as if fully set forth herein, and further allege as follows:

27. Plaintiffs are entitled to the full use and enjoyment of their property.



28. Defendants created and continue to create a nuisance to Plaintiffs' property by renting, permitting, holding, and failing to monitor weddings, large events, and large groups of people at the Problem Property that create an extreme and unreasonable amount of noise, light, and other pollution on Plaintiffs property, by, among other ways:

- A. Constant screaming, hollering, and yelling throughout the evening and night;
- B. Persistently playing loud music that vibrates onto Plaintiffs' property and shakes their home and windows;
- C. Using fireworks late at night;
- D. Firing gunshots in close proximate to neighbors, including Plaintiffs property;
- E. Using microphones to project voices;
- F. Constant use of profanity and other vulgar language that is clearly audible on Plaintiffs' property;
- G. High volume of traffic and speeding cars on an unpaved road that creates dust that accumulates on Plaintiffs' property; and
- H. Use of lighting, flashlights, and headlights that beam bright rays into and onto Plaintiffs' property.

29. Defendants' acts and/or omissions have caused and continue to cause substantial and unreasonable interference with Plaintiffs' quiet use and enjoyment of their property.

30. As a direct and proximate result of Defendants' negligent and /or reckless creation of a nuisance, Plaintiffs have lost the ability to fully use and enjoy their property;

31. As a direct and proximate result of Defendants' negligent and /or reckless creation of a nuisance, Plaintiffs' property has been devalued;



32. As a direct and proximate result of Defendants' negligent and /or reckless creation of a nuisance, Plaintiffs have suffered mental, emotional, and physical discomfort, annoyance, pain, and suffering.

**SECOND CAUSE OF ACTION**  
**Trespass**  
**(Against All Defendants)**

33. Plaintiffs incorporate all the proceeding paragraphs of this Complaint as if fully set forth herein, and further allege as follows:

34. Defendants intentionally caused and will continue to cause substantial amounts of sound and dust to enter onto Plaintiffs' property.

35. The aforementioned sound causes and will continue to cause vibrations and rattling to the home which has resulted in property damage.

36. Defendants further intentionally caused and will continue to cause its guests to the Problem Property to park their cars onto and otherwise occupy Plaintiffs' property.

37. Plaintiffs have title to, and exclusive possession of, their property that has been wrongfully and unlawfully invaded by Defendants in those ways described above.

38. Plaintiffs never authorized Defendants' invasion of their property in the manner described above.

39. As a direct and proximate result of Defendants' trespass, the Plaintiffs have incurred those costs and damages as fully set forth in their First Cause of Action.

**THIRD CAUSE OF ACTION**  
**Negligence**  
**(Against All Defendants)**



40. Plaintiffs incorporate all the proceeding paragraphs of this Complaint as if fully set forth herein, and further allege as follows:

41. Defendants have a duty to utilize their property in a manner that does not interfere with the rights and health of their neighbors, including Plaintiffs.

42. Defendants breached this duty by, among other ways: (1) permitting large weddings and other events at the Problem Property that create unreasonable amounts of noise, dust, and light; (2) failing to vet or otherwise screen the people or organizations utilizing the Problem Property; (3) failing to remedy the unreasonable amounts of noise and light that emanate from the Problem Property to Plaintiffs' property; (4) failing to establish and/or enforce rules that prevent unreasonable amounts of noise and light from emanating from the Problem Property to Plaintiffs' property.

43. As a direct and proximate cause of one or more of Defendants' breaches, Plaintiffs incurred those costs and damages as fully set forth in their First Cause of Action.

**FOURTH CAUSE OF ACTION**  
**Injunctive Relief**  
**(Against All Defendants)**

44. Plaintiffs incorporate all the proceeding paragraphs of this Complaint as if fully set forth herein, and further allege as follows:

45. Plaintiffs are entitled to injunctive relief, including a temporary retaining order, preliminary injunction, and permanent injunction against Defendants from renting, scheduling, and/or hosting large gatherings on the Problem Property or otherwise permitting and/or conducting any action that creates a nuisance on Plaintiffs' property, such as the nuisance described above from light and sound, that unreasonable interfere with Plaintiffs' use and enjoyment of their property.



46. Without an injunctive order, Plaintiffs and their children will continue to suffer the irreparable harm that is created by Defendants' continued and persistent use of the Problem Property in a manner that creates an unreasonable interference with Plaintiffs' use and enjoyment of their property and which causes Plaintiffs and their children physical, mental, and emotional pain, suffering, and discomfort.

**WHEREFORE**, Plaintiffs demand judgment against Defendants, jointly and severally, on one or more of the above causes of action, including compensatory and statutory damages in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000), injunctive relief, and in addition, attorneys' fees, costs, and any other relief this Court deems equitable and just.

Respectfully Submitted,

/s/ Andrew R. Burton

Andrew R. Burton (0100996)

Stacie L. Roth (0071230)

Richard D. Reinbold (0024152)

**SCHULMAN, ROTH & ASSOC. CO., LPA.**

The Carnegie Building

236 3<sup>rd</sup> Street SW

Canton, Ohio 44702

(330) 456-4400 (telephone)

(330) 456-3641 (FAX)

aburton@lawyersonyourside.com

sroth@lawyersonyourside.com

rdreinbold@yahoo.com

*Attorneys for Plaintiffs*

**PROOF OF SERVICE**

I hereby certify that pursuant to Civil Rule 4.7(A), a copy of this Complaint is being sent via regular U.S. mail to the Defendant(s) with two copies of the waiver of service form and a self-addressed stamped envelope.

By: /s/ Andrew R. Burton





**Real Estate Appraisal of**

**7325 Heritage Road NW  
Rose Township, Carroll County, Ohio**

**Type of Property: Single Family Residential  
With Acreage**

**Effective Date  
Of Value: August 23, 2023**

**Appraiser: Dan Miller, MAI, SRA, CVA  
Valuation Services Inc.  
North Canton, Ohio**



**VALUATION SERVICES INC.**  
A MULTIDISCIPLINARY APPRAISAL PRACTICE  
OF BUSINESS & REAL ESTATE INTERESTS

---

221 SUMMIT STREET, S.E. • NORTH CANTON, OHIO 44720

Phone: (330) 497-1941 • Fax: (330) 497-1113

September 15, 2023

Andrew Burton, Esq.  
Schulman, Roth & Associates Co.  
236 Third Street SW  
Canton, Ohio 44702

Dear Mr. Burton:

I have completed a real estate appraisal on the following property.

7325 Heritage Road NW  
Parcel Number: 31-0001628.000  
Rose Township, Carroll County, Ohio  
Mailing Address: Magnolia, Ohio 44643  
Property Type: Single-Family Residential with Acreage

The elements of this engagement include the following:

Intended Use: For litigation purposes

Intended User of Appraisal: The client, Andrew Burton, Esq.

Property Rights Appraised: Fee Simple

Definition of Value: Market Value. See attached definition

Effective Date of Appraisal: August 23, 2023

Report Date (date report was written): September 15, 2023

Type of Report: Appraisal Report in which data, discussions, reasoning and analysis are in a condensed manner. Supporting documentation or other detailed information may not be within the report, but is retained in the appraisal file.



### **Hypothetical Condition of Appraisal**

The Uniform Standards of Professional Appraisal Practice (USPAP) defines a Hypothetical Condition as the following:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

USPAP Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

### **The Following Hypothetical Condition Will Be Made With This Appraisal**

**The Heartland on Heritage outdoor/barn/country wedding venue located across the street from the subject property does not exist, or has ceased business operations with no plans to continue.**

### **General Scope of Work Completed**

- \*Complete the interior/exterior appraisal observation process of the subject property.
- \*Determine the highest and best use of the subject property.
- \*Consider all three approaches to value (cost, income and sales).
- \*Complete the sales comparison approach
- \*Complete the reconciliation process for determining the market value of the subject property with an effective appraisal date of August 23, 2023.

### **Subject Location**

The subject property is in a rural area located in northern Carroll County, Ohio.

Access to area amenities and support facilities are considered average.

### **Duration of Current Ownership**

Twenty years.



## **Neighborhood**

The subject neighborhood consists of mostly scattered single-family residential properties with the exception of The Heartland on Heritage outdoor/barn/country wedding venue located across the street from the subject property. This facility causes impairment in market value to subject property due to noise and nuisance issues. This detrimental condition is classified as an external/imposed condition, since it occurs outside the border of the subject property. The impact for this type of detrimental condition is moderate to meaningful that typically results in a 20% to 30% reduction in market value.

## **Carroll County Market Value and Real Estate Taxes**

The most recent Carroll County market value (tax year 2022) of the subject property is \$319,910.

Current annual real estate taxes are \$4,775.08.

There is a special assessment with the annual amount being \$6.00.

## **Zoning**

There are no zoning regulations in Rose Township, Carroll County, Ohio.

## **Subject Property Information**

### **Site**

The subject site is 10.07 acres with the shape being rectangular. The site is wooded with the exception of the front section and house lot area.

Noted site improvements include large concrete driveway, concrete walkway and well and septic.

### **Building Improvements**

The main building improvements consist of a two-story single-family residence that is 2,462 square feet built in 1996. The first floor consists of a family room, kitchen, dining room, office, half bathroom and laundry room. The second floor contains a master bedroom and bathroom, two additional bedrooms and bathroom. The basement area has a back walk-out and is partially finished.

Noted features include fireplace, jetted tub and walk-in closet in master bedroom area, central vac-u-flo system and numerous ceiling fans.

Outside amenities include a front covered porch, large wood deck in back and above ground pool.



There is a secondary structure consisting of a 1,280 square foot pole building built in 1986. This building has concrete floors, drywall ceilings and resonator heat. Next to the side of the building is an open covered area.

Improvements to the residence over the last few years include the following:

2019

- \*New roof
- \*New siding
- \*New fascia
- \*New soffits
- \*New gutters and downspouts
- \*House wrapped with Tyvek
- \*New deck and re-stained in 2022
- \*New water softener
- \*New water pump

2021-Kitchen Remodel/Reconfiguration of Layout

- \*Granite counter tops
- \*Custom solid cherry island top with toe kick central vac dust pan
- \*Custom solid oak cabinets with custom dovetailed maple drawers
- \*Soft close under mount drawers
- \*36' range hood vent w/10" outside exhaust
- \*Stainless steel pot filler
- \*36" GE Monogram Induction Range-Stainless Steel
- \*30" GE Monogram Double Convection Ovens-Stainless Steel
- \*Custom solid oak double oven cabinet
- \*Black stainless steel Bosch dishwasher
- \*Black stainless steel LG French Door refrigerator
- \*Luxury Vinyl Plank flooring

2022-Basement Remodel

- \*Luxury vinyl plank flooring
- \*Central Vacuum System
- \*Geothermal heating and cooling

The overall condition of the residence is considered good.

Reasonable Exposure Estimate

Two to four months if priced appropriately to current market conditions and trends and marketed and advertised with reasonable and adequate effort.



### **Market Conditions and Trends**

The subject market has shown good appreciation despite higher mortgage interest rates. These favorable conditions were noticeable since at least May of 2023 and is mostly due to the limited supply of residential properties on the market (demand exceeds supply). These conditions are expected to continue for the foreseeable future.

### **Highest & Best Use**

Highest and best use as improved is its current use as single-family residential.

### **The Valuation Process**

All three approaches to value were considered in the appraisal process as identified below.

#### **Cost Approach**

Due to the age of the residence (27 years old), the cost approach is not considered relevant or reliable and was therefore not completed.

#### **Income Approach**

With the subject market not typically being an income investment market and the lack of market data, the income approach was not completed for this appraisal engagement.

#### **Sales Comparison Approach**

When adequate comparable sales exist, the sales comparison approach is a reliable approach to value.

Research for the sales comparison approach consisted of the sales of comparable rural single-family residential sales with acreage that recently sold in Carroll County and the surrounding area. With this research, an ample amount of comparable sales were found.

#### **Sales Comparison Approach Method Applied**

The Qualitative Method of Relative Comparison Analysis was completed for the sales comparison approach.

The Seventh Edition of The Dictionary of Real Estate Appraisal published by the Appraisal Institute defines Relative Comparison Analysis as the following:

A qualitative technique for analyzing comparable sales; used to determine whether the characteristics of a comparable property are inferior, superior, or similar to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived.

Starting on the next page are the details of the sales analyzed followed by the reconciliation section for developing the market value opinion of the subject property.



**Comparable Sale One**

3605 Farber Street (two contiguous parcels)  
Pike Township, Stark County, Ohio  
Property Type: Single-Family Residential with Acreage  
Land Size: 10.17 Acres  
Residence Size: 2,052 S/F  
Building Age: Built in 1991  
Sale Price: \$382,000  
Sale Date: 6/2021  
Price per S/F: \$186.16 (Land & Building Merged)  
Market Adjusted Sale Price: \$406,000  
Market Adjusted Price per S/F: \$197.86 (Land & Building Merged)

**Additional Information**

10.17 acre site contains two-story single family residence with three bedrooms, 2.5 bathrooms, unfinished basement, heat pump and two car attached garage. Outside amenities include large back deck.

**Comparable Sale Two**

9011 State Route #39 NE (four contiguous parcels)  
Warren Township, Tuscarawas County, Ohio  
Mailing Address: Sherrodsville, Ohio 44675  
Property Type: Single-Family Residential with Acreage  
Land Size: 13.97 Acres  
Residence Size: 2,100 S/F  
Building Age: Built in 2001  
Sale Price: \$385,000  
Sale Date: 7/2022  
Price per S/F: \$183.33 (Land & Building Merged)  
Market Adjusted Sale Price: \$398,000  
Market Adjusted Price per S/F: \$189.52 (Land & Building Merged)

**Additional Information**

13.97 acre site contains three bedrooms, 3.5 bathrooms, central air, unfinished basement and two car attached garage. Additional amenities include pond, covered porch, gravel picnic shelter and 720 S/F outbuilding with workshop and storage area.



**Comparable Sale Three**

2144 Lodge Road SW (three contiguous parcels)  
Monroe Township, Carroll County, Ohio  
Mailing Address: Sherrodsville, Ohio 44675  
Property Type: Single-Family Residential with Acreage  
Land Size: 10.18 Acres  
Residence Size: 1,954 S/F  
Building Age: Built in 2000  
Sale Price: \$419,500  
Sale Date: 5/2022  
Price per S/F: \$214.69 (Land & Building Merged)  
Market Adjusted Sale Price: \$435,000  
Market Adjusted Price per S/F: \$222.62 (Land & Building Merged)

**Additional Information**

10.18 acre site contains two-story single-family residence with two bedrooms, two bathrooms, central air, unfinished basement and two car attached garage. Additional amenities include covered porch, wood deck and 2,100 S/F outbuilding with concrete floor, electric, heat and water.

**Comparable Sale Four**

13012 Baywood Street SE  
Paris Township, Stark County, Ohio  
Mailing Address: Minerva, Ohio 44657  
Property Type: Single-Family Residential with Acreage  
Land Size: 19.38 Acres  
Residence Size: 2,384 S/F  
Building Age: Built in 1996  
Sale Price: \$425,000  
Sale Date: 4/2022  
Price per S/F: \$178.27 (Land & Building Merged)  
Market Adjusted Sale Price: \$442,000  
Market Adjusted Price per S/F: \$185.40 (Land & Building Merged)

**Additional Information**

19.38 acre site contains two-story single-family residence with four bedrooms, 3.5 bathrooms, central air, unfinished basement and two car attached garage. Other amenities include covered porch and small shed.



**Comparable Sale Five**

6795 Alliance Road NW

Brown Township, Carroll County, Ohio

Mailing Address: Malvern, Ohio 44644

Property Type: Single-Family Residential with Acreage

Land Size: 12.41 Acres

Residence Size: 3,532 S/F

Building Age: Built in 1992

Sale Price: \$450,000

Sale Date: 10/2021

Price per S/F: \$127.41 (Land & Building Merged)

Market Adjusted Sale Price: \$475,000

Market Adjusted Price per S/F: \$134.48 (Land & Building Merged)

**Additional Information**

12.41 acre site contains two-level single-family residence with three bedrooms, 2.5 bathrooms, central air and one car attached garage. Other amenities include a deck, enclosed porch and 5,580 S/F heated garage/shop.

**Comparable Sale Six**

3180 Alabama Avenue SW

Tuscarawas Township, Stark County, Ohio

Mailing Address: Dalton, Ohio 44618

Property Type: Single-Family Residential with Acreage

Land Size: 5.00 Acres

Residence Size: 2,224 S/F

Building Age: Built in 1993

Sale Price: \$405,000

Sale Date: 7/2023

Price per S/F: \$182.10 (Land & Building Merged)

**Additional Information**

5.00 acre site contains two-story single-family residence with three bedrooms, 3.5 bathrooms, partially finished basement, central air and two car attached garage. Other amenities include a large deck and 1,440 S/F outbuilding built in 1990 with concrete floor.



**Comparable Sale Seven**

5329 Waynesburg Drive SE

Sandy Township, Stark County, Ohio

Mailing Address: Waynesburg, Ohio 44688

Property Type: Single-Family Residential with Acreage

Land Size: 6.22 Acres

Residence Size: 2,680 S/F

Building Age: Built in 1998

Sale Price: \$435,000

Sale Date: 6/2023

Price per S/F: \$162.31 (Land & Building Merged)

**Additional Information**

6.44 acre site contains two-story single-family residence with three bedrooms, 3.5 bathrooms, superior finished basement relative to the subject, central air and one car attached garage. Other amenities include a deck, above ground pool, pond, 1,440 S/F shed built in 1950 and 960 SF barn built in 1992. Property was on the market for 3 days at a list price of \$425,000.



### Review & Reconciliation of the Sales Comparison Approach

<u>Property</u>	<u>M. Adj SP</u>	<u>Sale Date</u>	<u>Site Size</u>	<u>Building Size</u>	<u>Price per S/F</u>
One	\$406,000	6/2021	10.17 A	2,052 S/F	\$197.86
Two	\$398,000	7/2022	13.97 A	2,100 S/F	\$189.52
Three	\$435,000	5/2022	10.18 A	1,954 S/F	\$222.62
Four	\$442,000	4/2022	19.38 A	2,384 S/F	\$185.40
Five	\$475,000	10/2021	12.41 A	3,532 S/F	\$134.48
Six	\$405,000	7/2023	5.00 A	2,244 S/F	\$182.10
Seven	\$435,000	6/2023	6.22 A	2,680 S/F	\$162.31
Subject	\$425,000	8/2023	10.07 A	2,462 S/F	\$172.62

\*M. Adj SP = Market Adjusted Sale Price

\*A = Acres in Site Section

\*Subject Sale Price = Market Value

Sale one is located in Pike Township, Stark County, Ohio with the residence being built in 1991. This property is overall **inferior** to the subject mostly due to its smaller residence size and unfinished basement area.

Sale two is located in Warren Township, Tuscarawas County, Ohio with the residence being built in 2001. This property is overall **inferior** to the subject mostly due to its smaller residence size, unfinished basement and inferior outbuilding relative to the subject.

Sale three is located in Monroe Township, Carroll County, Ohio with the residence being built in 2000. This property is overall **inferior** to the subject mostly due to its smaller residence size and unfinished basement area.

Sale four is located in Paris Township, Stark County, Ohio with the residence being built in 1996. This sale is overall **superior** to the subject mostly due to its larger site size.

Sale five is located in Brown Township, Carroll County, Ohio with the residence being built in 1992. This sale is overall **superior** to the subject mostly due to its larger residence size and superior outbuilding.

Sale six is located in Tuscarawas Township, Stark County, Ohio with the residence being built in 1993. This sale is overall **inferior** to the subject mostly due to its smaller site size.

Sale seven is located in Sandy Township, Stark County, Ohio with the residence being built in 1993. When netting out the major elements of comparison, this sale is overall **slightly superior** relative to the subject.



Sale three was given the least weight in the reconciliation process, due to being a slightly high outlier with the data set.

With the market data that was analyzed, the bracketed market value range of the subject property is from \$425,000 to \$430,000, with \$427,000 considered the most supportable.

**Market Value of Subject with an Effective Appraisal Date of August 23, 2023**

**\$427,000**

**Four Hundred and Twenty Seven Thousand Dollars**

Respectfully submitted,



Dan Miller, MAI, SRA, CVA  
Ohio General Certification Number 2001015009

**Additional Support for the Market Value Opinion Includes the Following**

- \*The narrow market adjusted sale price range from \$398,000 to \$475,000 of the sales comparison approach data set.
- \*The unit of comparison of price per square foot (land & building merged) of the sales comparison approach data set.
- \***The Appraisal is Subject to the Hypothetical Condition Made on Page Two of the Appraisal Report**



## Appraiser Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this engagement.
5. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this certification.
10. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing educational program for designated members of the Appraisal Institute.

Dan Myrtle  
Name

9-15-2023  
Date



## Assumptions and Limiting Conditions

The appraisal report and certification of value are subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes the title to the property is good and marketable and, therefore, will not render any opinions about the title.
2. The property is appraised on the basis of being under responsible ownership.
3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
4. The appraiser will not give testimony or appear in court because he or she made the appraisal in question, unless specific arrangements to do so have been made beforehand.
5. The land, and particularly the soil of the area under consideration, appears to be firm and solid. Subsidence in the area is known or uncommon, but the appraiser does not warrant this condition or occurrence.
6. The appraiser has no knowledge of any adverse environmental conditions at or near the subject neighborhood that would make the property more or less valuable, and has assumed that there are no such conditions, and make no guarantees or warranties, express or implied.
7. The appraiser in the scope of the analysis does not render an opinion regarding substantial compliance with the American Disabilities Act. The appraiser cautions the reader to obtain separate qualified council on such matters.
8. This appraisal reflects facts and conditions existing at the appraisal effective date. Subsequent events have not been considered, and we have no obligation to update our report for such events and conditions.
9. This appraisal is made only for the purpose and intended use as stated in the appraisal report. Possession of this report does not carry with it the right of publication. The various estimates of value apply only to this valuation and for its specific purpose and intended use as of the effective appraisal date. The report may not be used out of context presented herein and its use for any other purpose invalidates the results of the appraisal.
10. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
11. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
12. The observed condition of the property is based on the casual appraisal observation process. We are not engineers, building inspectors or building contractors and are not experts for mechanical, or structural items such as heating/cooling systems, plumbing, electrical, roofs, floors, insulation etc.



## **Definition of Market Value**

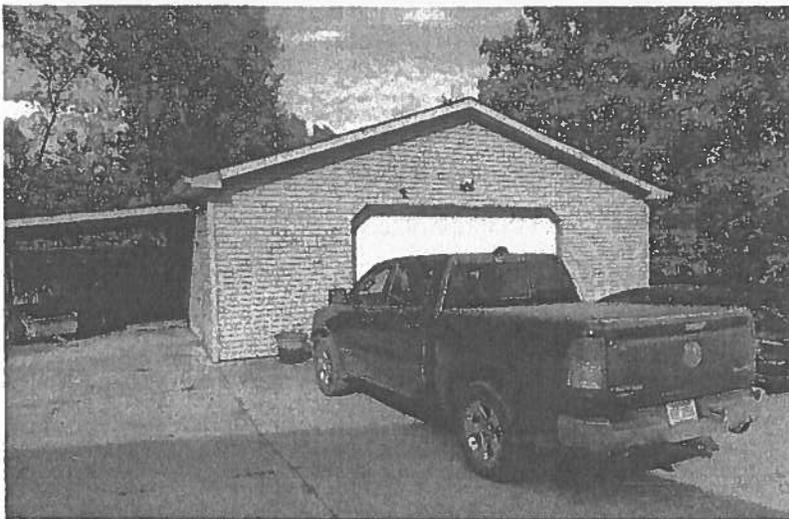
**The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specific date and the passing of title from seller to buyer under conditions whereby:**

- 1. Buyer and seller are typically motivated;**
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interest;**
- 3. A reasonable time is allowed for exposure in the open market;**
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;**
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

**Source: Federal Register, volume 55 no 163, August 22, 1990,  
pages 34228-34229**



**Subject Pictures**





Subject Aerial View

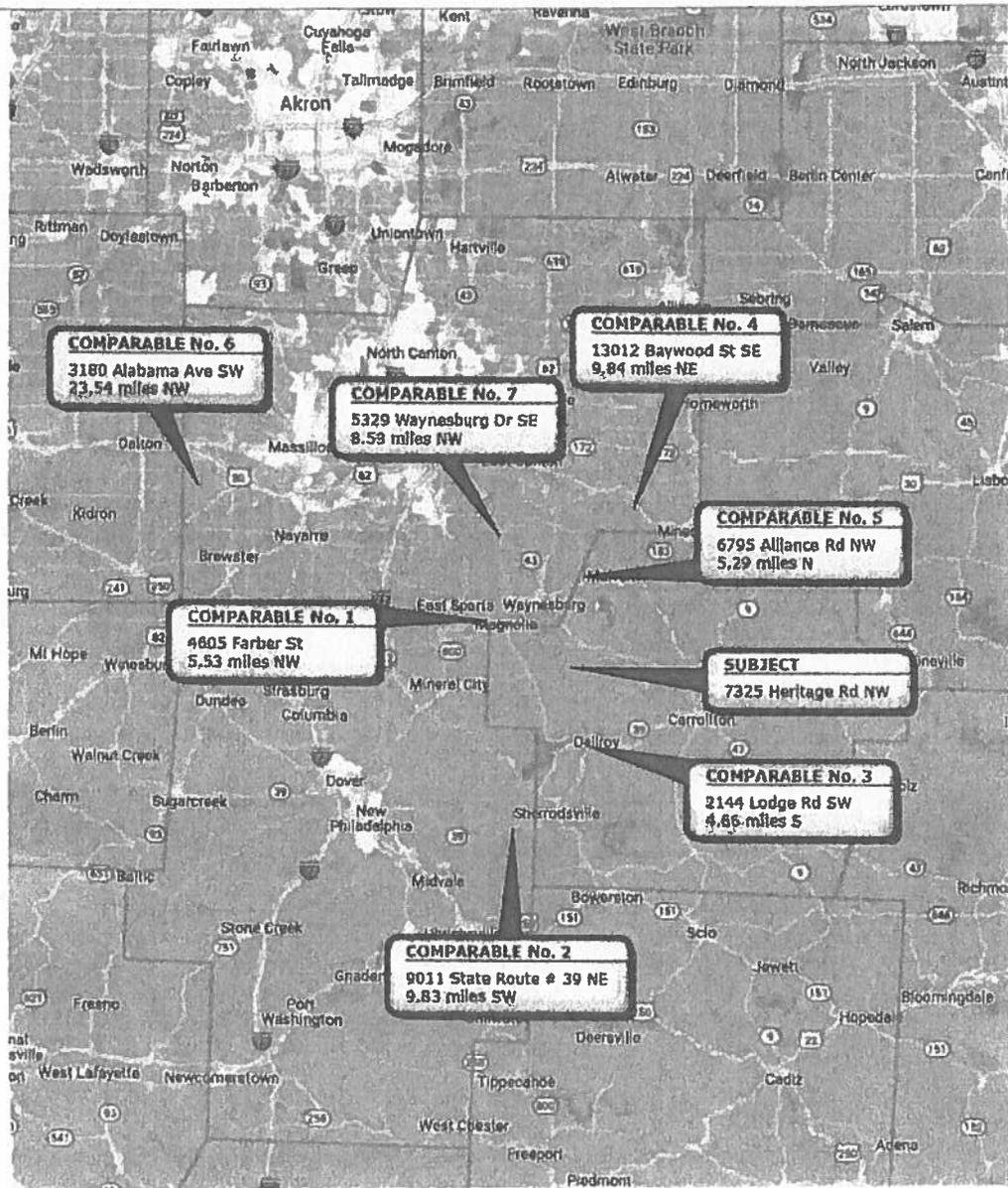








# Comparable Sales Map





**Comparable Sale Pictures**



**Sale 1**



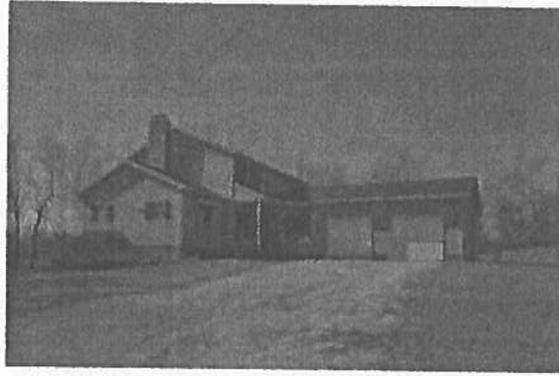
**Sale 2**



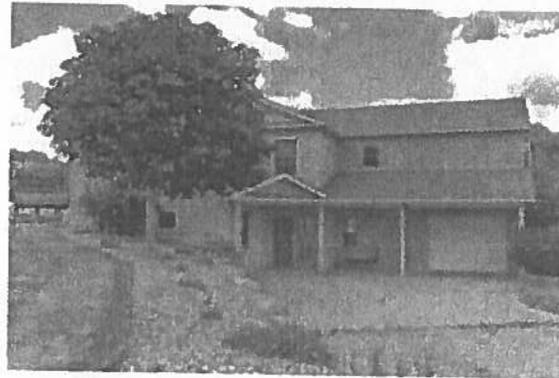
**Sale 3**



**Comparable Sale Pictures**



**Sale 4**



**Sale 5**



**Sale 6**



**Comparable Sale Pictures**



**Sale 7**



**APPRAISER DISCLOSURE  
STATEMENT**

In compliance with Ohio Revised Code Section 4763.12 (C)

1. Name of Appraiser: Daniel R. Miller

2. Class of Certification/Licensure:

Certified General  
 Certified Residential  
 Licensed Residential  
 Temporary     General     Licensed

Certification/Licensure Number: 2001015009

3. Scope: This report  is within the scope of my Certification/License

is not within the scope of my Certification/License

4. Service provided by:  disinterested & unbiased third party  
 interested & biased third party  
 interested third party on contingent fee basis

5. Signature of person preparing and reporting the appraisal

Dan Miller

**THIS FORM MUST BE INCLUDED IN CONJUNCTION WITH ALL APPRAISAL  
ASSIGNMENTS OR SPECIALIZED SERVICES PERFORMED BY A STATE-  
CERTIFIED OR STATE-LICENSED REAL ESTATE APPRAISER.**

State of Ohio  
Department of Commerce  
Division of Real Estate  
Appraiser Section  
Cleveland OH  
(216) 787-3100



## *Curriculum Vitae of*

*Daniel R. Miller*

**Position:** Principal of Valuation Services Inc.  
North Canton, Ohio

Valuation Services is a Multidisciplinary Appraisal Practice  
of Real Property and Business Interests

**Education:** BBA-Bachelor of Business Administration  
Major: Finance  
University of Wisconsin-Milwaukee, 1982

MBA-Masters of Business Administration  
Kent State University, 1994

### **Professional Designations/Certifications/Approvals**

#### **Business Valuation Designations**

- \*CVA-National Association of Certified Valuation Analysts (NACVA)
- \*AIBA-Institute of Business Appraisers (IBA)-Retired Designation

#### **Real Estate Appraisal Designations**

- \*MAI-The Appraisal Institute
- \*SRA-The Appraisal Institute

\*State of Ohio Certified General Real Estate Appraiser

### **General Professional Experience**

- \*Thirty two years of experience in the appraisal of commercial, industrial, residential, vacant land, subdivisions, mixed use and special use real estate
- \*Twenty years of experience in the valuation of closely held businesses (operating companies and real estate entities/asset holding companies)

### **Specialized Professional Experience**

- \*Valuation of Closely Held Operating Companies
- \*Valuation of Real Estate Entities/Asset Holding Companies - Limited Liability Corporation, Limited Liability Partnership, Family Limited Partnership, General Partnership & Corporations



- \*Component Valuation of Real Estate & Business Value
- \*Valuation Involving the Partitioning of Assets
- \*Valuation of Real Estate-Undivided Partial Interests
- \*Common Tenancy Valuation
- \*Loss in Real Estate Value-Detrimental Conditions
- \*Appraisals for Eminent Domain-Complete and Partial Takings
- \*Valuation of Real Estate Easements

**Engagements Have Been Completed For The Following Purposes**

- \*Federal Tax Purposes
- \*Estate Purposes
- \*Gifting Purposes
- \*Non-Cash Charitable Contributions
- \*Probate
- \*Mergers & Acquisitions
- \*Private Equity Transactions
- \*Marital Dissolution and Divorce
- \*Partner and Shareholder Buyout
- \*Business Valuations for Commercial Banks (SBA)
- \*Real Estate Transactions for Individuals, Corporations, Townships, Cities, Counties and State Universities
- \*Real Estate Consulting
- \*Real Estate Rent Studies
- \*Real Estate Tax Appeal
- \*Eminent Domain-Complete & Partial Takings
- \*Revenue Bonds
- \*Federal Bankruptcy
- \*Dispute Resolution
- \*Accounting and Legal Support
- \*Numerous Legal Matters





Realtors • Auctioneers • Advisors

August 10, 2023

Monica Wallace  
Harpst Becker, LLC  
1559 Corporate Woods Parkway  
Suite 250  
Uniontown, Ohio 44685  
mwallace@harpstbecker.com



Re: Opinion of value of real estate for Heartland On Heritage  
Location: 7325 Heritage Road, Magnolia, Ohio 44643  
Inspection date: August 9, 2023  
Inspected by: Richard T. Kiko, Jr., Auctioneer/Broker

7325 Heritage Road, Magnolia, Ohio is a home on 10 acres with 2,462 SF of living space. There is a two-car detached garage. My opinion of value is based on comparable sales, without gaining interior access. The property value is based on a range depending on the condition of the interior, utilities, and other factors.

<b>Opinion of value of real estate:</b>	<b>\$300,000 - \$350,000</b>
---	------------------------------

Respectfully submitted,

Richard T. Kiko, Jr.  
Auctioneer/Broker

**Disclaimer:** This Broker Price Opinion is not a certified appraisal and is not to be used for the purpose of financing. This appraisal is an opinion of value which has been calculated based on current industry standards and represents the evaluator's opinion of value. This opinion of value is based on comparable sales of real estate in the area to the extent such comparable sales are available and is limited to the real estate specifically described to us in writing as part of the engagement of our services. This opinion of value is prepared exclusively for the use and benefit of the person/entity that engaged our services and no other person/entity has a right to rely on it for any purpose and it creates no third-party rights in any other person/entity.

CANTON OFFICE | 330-453-9187  
2722 Fulton Dr. NW, Canton, OH 44718

DOVER OFFICE | 330-343-7355  
320 N. Wooster Ave. Ste. D, Dover, OH 44622







**FILED**

2025 JAN 31 AM 11:06

CARROLL COMMON PLEAS  
WILLIAM R. WOHLWEND

**IN THE COURT OF COMMON PLEAS  
CARROLL COUNTY, OHIO**

<b>MICHAEL TALKINGTON, et al.</b>	)	<b>CASE NO. 2022CVC30155</b>
	)	
<b>Plaintiffs,</b>	)	<b>JUDGE REPELLA</b>
	)	
<b>v.</b>	)	
	)	<b>FINAL ORDER</b>
<b>HEARTLAND ON HERITAGE, LLC, et al.</b>	)	<b>Common Pleas Journal # <u>294</u></b>
	)	
<b>Defendants.</b>	)	<b>Page # <u>667</u></b>

This case came before the Court for a bench trial on January 13<sup>th</sup> through the 15<sup>th</sup> of 2025. The Plaintiffs were present and represented by Attorneys Richard Reinbold and Stacie Roth. The Defendants were present and represented by Attorneys Nicholas Horrigan and Christine Garritano.

During the Trial the Plaintiffs dismissed their request for a permanent injunction and the Defendants dismissed their Counter Claims 1, 2 and 3. Plaintiffs' post-trial brief also dismissed their Trespass claim. This leaves the court to decide the Plaintiffs' claims for Nuisance and Negligence, as well as Plaintiffs' allegations that Dean and Jennifer Petersen should be personally liable for the acts of Defendants LLCs. The court must also decide Defendants' counterclaim for Frivolous Conduct pursuant to R.C. 2323.51(A)(2)(ii).



**Findings of Fact:**

1. The Plaintiffs, the Talkingtons, and Defendants, the Petersens, both live on the same rural road in Carroll County, Ohio.
2. The Talkingtons purchased their real estate in 2004. It consists of a 10-acre parcel of land in the country on a dead-end road.
3. The Petersens bought their home sometime after the Talkingtons.
4. In 2018 the Petersens bought another piece of real property directly across the street from the Talkingtons. The Petersens then began work to turn it into an AirBnB as well as an outdoor wedding venue.
5. The Petersens formed 2 separate LLCs to operate the business and own the real estate. Heartland on Heritage, LLC operates the AirBnB and wedding venue. Petersen Heritage Investments, LLC owns the real estate that the AirBnB and wedding venue operate on.
6. The two companies have separate accountants.
7. The wedding venue and AirBnB are a little over 900 feet from the front of the Talkington's house.
8. The parking area and driveway for the venue are between the wedding venue and the Talkington's house.
9. As vehicles leave the wedding venue their lights point at the front of the Plaintiffs' home.



10. On June 26<sup>th</sup>, 2021 the Plaintiffs and Defendants met at Plaintiffs' home to discuss the noise and other issues coming from the wedding venue and AirBnB. Plaintiffs' Exhibit 22 is an audio recording of this event, in which the noise coming from a wedding event is clearly audible.
11. The Defendants estimate that they will have around 26 wedding events at the property each year. These wedding events happen primarily on the weekend from April through October.
12. The Defendants have made several adjustments to try and address some of the Plaintiffs' complaints. Including but not limited to constructing a building to move the weddings and music inside, instituting a noise policy, interviewing and screening potential guests, hiring security guards to monitor the sound levels, installing signs to direct traffic, planting trees near the property line, installing security cameras and pointing the speakers away from Plaintiffs' property.
13. The Plaintiffs had an expert testify concerning the value of Plaintiffs' real estate if a wedding venue were not directly across the street as well as the diminution in value with the venue in place.
14. The Defendants had 2 experts testify. One was an expert on noise and he testified about various sound related issues at the property. The second expert testified about the credibility of the Plaintiffs' expert as well as his report.



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**Absolute Nuisance Claim:**

A private nuisance may be categorized as either an absolute or qualified nuisance. *Adkins v. Boetcher*, 4th Dist. Ross No. 08CA3060, 2010-Ohio-554, ¶ 16. “[A]n absolute nuisance requires intentional conduct on the part of the defendant.” *Angerman v. Burick*, 9th Dist. Wayne No. 02CA0028, 2003-Ohio-1469, ¶ 10 (citing: *Hurier v. Gumm* (Nov. 1, 1999), 12th Dist. No. CA99-01-005, 1999 Ohio App. LEXIS 5122). “Intentional’ in this context means not that a wrong or existence of a nuisance was intended but that the creator of it intended to bring about the conditions which are in fact found to be a nuisance.” *Id.* In other words, an absolute nuisance occurs “[w]here the harm and resulting damage are the necessary consequences of just what the defendant is doing, or is incident to the activity itself in which it is conducted... *Id.*”

In this case the Defendants intended to operate an AirBnB and a wedding venue in a rural setting. The natural result of this is that there will be noise and light consistently generated by the events that otherwise would not be present in such a setting. The Court is convinced that approximately 26 times a year the Plaintiffs can hear the normal noises that come along with modern weddings. This includes constant music, people talking and yelling, cursing, car horns honking, car doors closing, a consistent stream of headlights and noise from vehicles traveling along a chip and sealed road. All of these things combined with the frequency and the rural setting would aggravate even the most laid-back country



resident. The Plaintiffs in this case chose to live in their home in order to get away from an urban environment and enjoy the natural sounds that rural living provides.

The Defense focused primarily on the music and other noises coming from the speakers during wedding events. However, the court is convinced that the Plaintiffs complaint has merit concerning not just the music and voices coming from the speakers, but the noise of attendees in the parking lot, car horns, car doors closing, headlights as they leave the Defendants' property and the abnormally high level of traffic caused during wedding events.

In this case the Defendants absolutely intend to operate their businesses and as a result they have created an absolute nuisance for the Plaintiffs. The Court will find for the Plaintiffs as to their absolute nuisance claim.

**Qualified Nuisance Claim:**

"A qualified nuisance is a lawful act 'so negligently or carelessly done as to create a potential and unreasonable risk of harm, which in due course results in injury to another.'" *Id.* (quoting *Metzger v. Pennsylvania, Ohio & Detroit RR. Co.*, 146 Ohio St. 406, paragraph two of the syllabus (1946)).

An action for damages due to a qualified nuisance is premised on a defendant's negligence in allowing a dangerous or bothersome condition to exist. *Hamilton v. Hibbs L.L.C.*, 2012-Ohio-4074, ¶ 17 (10<sup>th</sup> Dist. 2012) (citing *Allen Freight Lines, Inc. v. Consol. Rail Corp.*, 64 Ohio St.3d 274, 275 (1992)). Therefore, a plaintiff must prove negligence by establishing that the defendant breached an applicable duty of care and that the breach



proximately caused the plaintiff injury. *Id.* (citing *Safeco Ins. Co. of Am. v. White*, 122 Ohio St.3d 562, ¶ 36 (2009)). The applicable standard of care is that which a reasonable person would exercise in preventing or correcting the dangerous or bothersome condition. *Id.* (citing *Rothfuss v. Hamilton Masonic Temple Co.*, 34 Ohio St.2d 176, 180 (1973); *Kramer*, supra at ¶ 23 (6<sup>th</sup> Dist. 2007)).

In this case the Defendants have taken several steps to try and remedy the nuisance and minimize its impacts. The Defendants will continue to create the nuisance as long as they operate as a wedding venue, however their actions don't rise to the level of negligence. Rather they are a natural byproduct of the businesses being operated on the property. The Court will deny Plaintiffs' action for Qualified Nuisance. As such the court will also deny the Plaintiffs' claim for Negligence.

**Piercing the Corporate Veil:**

While the Petersens are the only owners/members of Heartland and Heritage Investments, that fact alone is insufficient to pierce the corporate veil of the companies and hold the Petersens personally liable. Indeed, the Talkingtons presented zero evidence at trial to support their "alter ego" theory, such as grossly inadequate capitalization; failure to observe corporate formalities; diversion of company assets for personal use; or absence of corporate records. *Pottschmidt v. Klosterman*, 2006-Ohio-6964, ¶37 (9<sup>th</sup> Dist. 2006).

The Talkingtons presented no evidence to show that the Petersens have "exercised control over the [companies] in such a manner as to commit fraud, an illegal act, or a



similarly unlawful act” or engaged in the type of “extreme shareholder misconduct” required to satisfy the *Dombroski* test. *Dombroski v. WellPoint, Inc.*, 2008-Ohio-4827, ¶29.; *Allied*

*Diversified Constr., Inc. v. Elite Mech., Inc.*, No. 1:16CV334, 2016 WL 7034238, at \*5 (S.D. Ohio Dec. 2, 2016).

The Plaintiffs’ claim to Pierce the Corporate Veil and hold the Petersens personally liable shall be denied and Dean and Jennifer Petersens shall be dismissed from this case.

**Defendants’ Frivolous Conduct Claim**

Given that the court has found for the Plaintiffs on one of their nuisance claims the Defendants’ Frivolous Conduct Claim is denied.

**Damages:**

“For there to be an action or nuisance, the injury must be real, material, and substantial.” *Banford v. Aldrich Chem. Co.*, 126 Ohio St.3d 210, 2010-Ohio-2470, 932 N.E.2d 313, ¶ 17. “Damages for nuisance may include diminution in the value of the property, costs of repairs, loss of use of the property, and compensation for annoyance discomfort and inconvenience.” *Id.* When considering annoyance and discomfort damages, the Ohio Supreme Court held:

...no precise rule for ascertaining the damage can be given as, in the very nature of things, ***the degree of personal annoyance and discomfort is not susceptible to exact measurement.*** However a plaintiff may not recover for trifling annoyance and unsubstantiated or unreleased fears. There must be an appreciable, substantial, and tangible harm resulting in actual, material physical discomfort. However, the ***plaintiffs need not demonstrate bodily***



*injury to establish discomfort.* Furthermore, evidence of pecuniary loss is not required to recover damages for discomfort and annoyance.”

*Id.* at ¶ 20 (emphasis added).

In this case the court will award the Plaintiffs damages concerning the diminution in value of their real property. The only evidence presented at trial concerning diminution in value was given by Plaintiffs’ expert Mr. Miller. Defendants attempted to attack Mr. Miller’s report, his methods and his credibility. But the court found Mr. Miller to be a reliable witness and has no other evidence before it to support a different amount than what Mr. Miller offered. Therefore, the court will award the Plaintiffs \$94,000.00 in damages for the diminution in value created by the absolute nuisance.

As for annoyance and discomfort damages the court will award the Plaintiffs \$20,000.00. The court is fully aware that there is no adequate or scientific way to arrive at the damages for annoyance and discomfort. However, in this case the court is convinced that the Plaintiffs are entitled to such compensation. Prior to 2019 the Plaintiffs were living a quiet country life undisturbed by the noises that are associated with a wedding venue. That all changed when the Defendants began operating their wedding venue. Starting in 2019 from the months of April through October the disturbances became a near weekly occurrence. Even the most reasonable person would be annoyed and uncomfortable in their own home if they were put into the Plaintiffs’ shoes.



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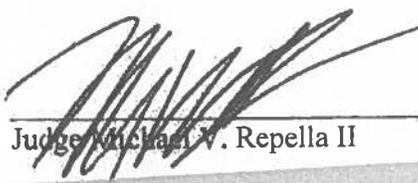
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Judgment:

WHEREFORE the Court rules in favor of the Plaintiffs and holds the Defendants Heartland on Heritage, LLC and Petersen Heritage Investments, LLC jointly liable for the absolute nuisance caused by the ongoing operation of the businesses. The Court awards the Plaintiffs \$94,000.00 for the diminution in value of their real property and \$20,000.00 for annoyance and discomfort damages. All other claims by the Plaintiffs have either been dismissed by the Plaintiffs or dismissed by the court. Both Dean and Jennifer Petersen have been personally dismissed as parties to this case. The Defendants dismissed their first, second and third counterclaims and their fourth has been dismissed by this court.

Clerk to apply deposits, with any fees due being payable by the Defendants Heartland on Heritage, LLC and Petersen Heritage Investments, LLC.

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
Judge Michael V. Repella II

*\$ 318,000 damaged home value*  
*\$ 114,000 judgement*  

---

*\$ 432,000 satisfaction of judgement  
and transfer of parcel*



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**NOTICE: FINAL APPEALABLE ORDER**

This is a final appealable order. For each party who is not in default, serve notice to the attorney for each party and to each party who represents himself or herself by regular mail service with certificate of mailing making notation of same upon case docket.



Judge Michael V. Repella II

Stamped copies to:

Attorney Andrew Burton for the Plaintiffs

Attorney Nicholas Horrigan and Christine Garritano for the Defendants





20370106

# Real Property Conveyance Fee Statement of Value and Receipt



If exempt by Ohio Revised Code section 319.54(G)(3), use form DTE 100(EX) TYPE OR PRINT ALL INFORMATION.

Type instrument	Tax list year	County number	Tax. dist. number
-----------------	---------------	---------------	-------------------

Property located in \_\_\_\_\_ taxing district \_\_\_\_\_  
 Name on tax duplicate \_\_\_\_\_ Tax duplicate year \_\_\_\_\_  
 Acct. or permanent parcel no. \_\_\_\_\_ Map book \_\_\_\_\_ Page \_\_\_\_\_  
 Description \_\_\_\_\_ Platted \_\_\_\_\_ Unplatted \_\_\_\_\_  
 Auditor's comments: Split New plat New improvements Partial value  
 C.A.U.V Building removed Other \_\_\_\_\_

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
0.00
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid sale
1. Yes 2. No
Receipt Number

### Grantee or Representative Must Complete All Questions in This Section. See instructions on reverse.

1. Grantor's name Mike Talkington and Andrea Talkington Phone \_\_\_\_\_  
 2. Grantee's name Petersen Heritage Investments, LLC Phone \_\_\_\_\_  
 Grantee's address 1256 Bark Rd. Magnolia, Oh 44643  
 3. Address of property 7325 Heritage RD Magnolia, Oh 44643  
 4. Tax billing address 1256 Bark Rd. Magnolia, Oh 44643  
 5. Are there buildings on the land?  Yes  No If yes, check type:  
 1, 2 or 3 family dwelling  Condominium  Apartment: No. of units \_\_\_\_\_  
 Manufactured (mobile) home  Farm buildings  Other \_\_\_\_\_  
 If land is vacant, what is intended use? \_\_\_\_\_  
 6. Conditions of sale (check all that apply) Grantor is relative  Part interest transfer  Land contract   
 Trade  Life estate  Leased fee  Leasehold  Mineral rights reserved  Gift  
 Grantor is mortgagee  Other Arms Length  
 7. a) New mortgage amount (if any).....\$ \_\_\_\_\_ 0.00  
 b) Balance assumed (if any).....\$ \_\_\_\_\_ 0.00  
 c) Cash (if any).....\$ \_\_\_\_\_ 432,000.00  
 d) Total consideration (add lines 7a, 7b and 7c).....\$ \_\_\_\_\_ 432,000.00  
 e) Portion, if any, of total consideration paid for items other than real property .....\$ \_\_\_\_\_ 0.00  
 f) Consideration for real property on which fee is to be paid (7d minus 7e) .....\$ \_\_\_\_\_ 432,000.00  
 g) Name of mortgagee N/A  
 h) Type of mortgage  Conv.  F.H.A.  V.A.  Other \_\_\_\_\_  
 i) If gift, in whole or part, estimated market value of real property.....\$ \_\_\_\_\_ 0.00  
 8. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current tax year? Yes  No  If yes, complete form DTE 101.  
 9. Has the grantor indicated that this property qualified for current agricultural use valuation for the preceding or current tax year? Yes  No  If yes, complete form DTE 102.  
 10. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year?  Yes  No If yes, is the property a multi-unit dwelling?  Yes  No  
 I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.  
Michael Petersen 5-1-25  
 Signature of grantee or representative Date

### Receipt for Payment of Conveyance Fee

The conveyance fee required by Ohio Revised Code section (R.C.) 319.54(G)(3) and, if applicable, the fee required by R.C. 322. in the total amount of \$ \_\_\_\_\_ has been paid by \_\_\_\_\_ and received by the \_\_\_\_\_ county auditor.

County auditor

Date





Barry Sigler Inspections LLC  
North Canton, Ohio 44720



# Home Inspection Report



7325 Heritage Rd  
Magnolia, Ohio 44643-9550

May 31, 2024



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## Definitions

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

<b>Acceptable</b>	Functional with no obvious signs of defect.
<b>Not Present</b>	Item not present or not found.
<b>Not Inspected</b>	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
<b>Marginal Deficient</b>	Item is not fully functional and requires repair or servicing. Item needs immediate repair or replacement. It is unable to perform its intended function.
<b>Safety</b>	This is a safety concern and needs addressed.

## General Information

### Property Information

\* This report is the exclusive property of the inspection company, and Dean Petersen, and its use by any unauthorized persons is prohibited.

**Property Address** 7325 Heritage Rd

**City Magnolia State** Ohio **Zip** 44643-9550

**Square Footage:** 2,462 square feet of living space per the county auditor's web site

**Contact Name** Dean Petersen

**Phone** 330-495-3318 **Fax**

### Client Information

**Client Name** Dean Petersen

**Client Address** 1256 Bark Rd

**City Magnolia State** Ohio **Zip** 44643-9509

**Phone** 330-495-3318 **Fax**

**E-Mail** heartlanddonheritage@gmail.com

### Inspection Company

**Inspector Name** Barry Sigler

**Company Name** Barry Sigler Inspections LLC

\* Ohio Home Inspector 2019004120 expiration date: 9-12-2025

Ohio Radon Tester #RT566

WDI ID# 148688

ASHI (American Society of Home Inspectors)

Certified Inspector #246402



General Information (Continued)

\* (continued)



CERTIFIED INSPECTOR

Address North Canton, Ohio 44720
Phone 330-705-5264 Fax
E-Mail sigler-inspections@sbcglobal.net
File Number 6410
Amount Received \$425.00

Conditions

Others Present Dean Petersen, [redacted]
Property Occupied Occupied

\* The house faces South to Southwest. For simplification, this report will reference the front of the house as facing South.

Estimated Age built in 1996, about 28 years old Entrance Faces predominantly South



Inspection Date Friday, May 31 2024
Start Time 10:00am End Time 3:15pm
Electric On Yes
Gas/Oil On Not Applicable
Water On Yes
Temperature 59 through 73 degrees Fahrenheit
Weather Sunny Soil Conditions Dry
Space Below Grade basement
Building Type two story Garage Attached
Radon testing is available for an additional fee .

\* Checking for past permits for any work performed at the house is outside the scope of this inspection. You may wish to research past permits.

I recommend requesting that all repairs are performed by qualified contractors, and I recommend you obtain documentation from them, that explains the work performed. I will not certify repairs that should be made by qualified or licensed professionals. Request



# Lots and Grounds

I attempt to give the client a comprehensive, clear-cut, unbiased view of the home. The purpose of this inspection is to identify 'MAJOR' problems associated with the property being purchased or sold, although minor items may also be mentioned. Areas, which may be of concern to us, may not be of concern to the client and some items, which may be of concern to the client, may be considered minor to us. Therefore, it is advisable to read the entire report.

Where repairs or replacements are suggested, we recommend licensed professionals in that field be called upon to make those repairs.

Deck safety codes are continually improving. Older decks may have been built to minimum code when they were constructed, however, there could be upgrades or improvements that should be done. Initial, and periodic inspections by a licensed deck contractor are recommended.

Financial responsibility for tree-trimming usually rests with the homeowner, except perhaps for those areas where the electric utility company has an easement. Tree branches scraping the electric service conductors can be a serious safety issue, with the potential for damage. Continual vigilance is recommended.

**FUTURE FAILURE:** Items in the home can and do experience failure without prior indications. This report is a snap shot of the condition of the home at the time of inspection. We cannot determine if or when an item will experience failure. Therefore, we cannot be held responsible for future failure.

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

- Acceptable**      Functional with no obvious signs of defect.
- Not Present**    Item not present or not found.
- Not Inspected**    Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
- Marginal**        Item is not fully functional and requires repair or servicing.
- Deficient**        Item needs immediate repair or replacement. It is unable to perform its intended function.
- Safety**            This is a safety concern and needs addressed.

## 1. Marginal

**Driveway:** concrete - The driveway concrete towards the road has settled quite a bit and slopes downward. Concrete leveling, commonly called mudjacking or polyjacking might be an option. Concrete leveling, or mudjacking is a process where holes are drilled through the concrete and a pressurized concrete slurry is pumped under the concrete slab, lifting the concrete. A newer method, called polyjacking, is to pump polyurethane foam under the concrete slab, which is thought to be longer lasting.





**Attic (Continued)**

19. Acceptable **Insulation:** loose fiberglass



20. Marginal **Insulation Depth:** The insulation thickness was variable. - Overall, it was about 10 to 11 inches. Next to the access opening I measured only 4 inches. Loose fiberglass insulation has a approximately a 2.2 to a 3 R value per inch. The part over the garage usually has no insulation. North of the access opening is over living area. This approximates between a 22 and a 33 R value. New homes are installing a 49 to a 60R value in attic floors over the living area. Adding more insulation would improve heating and cooling costs.

21. Not Present **Vapor Barrier:**

22. Not Inspected **Vacuum System Pipe:** Present - Central vacuum systems and their components are outside the scope of a home inspection.

23. Not Present **Attic Fan:**

24. Not Present **Whole House Fan:**

25. Not Inspected **Wiring/Lighting:** Electric wiring was concealed under insulation.

26. Not Present **Moisture Penetration:**

27. Not Present **Bathroom Fan Venting:**

**upper main house Attic**

28. **Method of Inspection:** from in the attic

29. Acceptable **Unable to Inspect:** under insulation

30. Acceptable **Access Location:** second floor southwest front bedroom closet ceiling

31. Acceptable **Roof Framing:** 2x4 truss system

32. Acceptable **Plumbing Vents:** ABS (Acrylonitrile Butadiene Styrene) pipe



33. Marginal **Sheathing:** Plywood - There is quite a bit of dark stained wood, especially the plywood roof sheathing. This is a microbial growth that, if laboratory tested, would likely be called mold growth. The average family of 4 generates up to 4 gallons of water vapor through daily activities (cooking, cleaning, showering, breathing, etc.). In the winter, this water vapor can cause trouble inside the attic if it's not properly vented. Air sealing the attic from the living side is likely even more



## **Attic (Continued)**

### **Sheathing: (continued)**

important in preventing moisture damage and possible mold growth in attics. An attic bypass is any air passageway between a conditioned space and an unconditioned attic. These can be at the wooden top plates above walls, holes where electric wires pass through, gaps around brick chimneys, metal chimney flues, stairwell voids, plumbing drain, waste, and vent pipes, and ceiling light fixtures. Caulk, or a good quality spray foam can be used to seal smaller gaps. Insulation needs moved aside and moved back after applying sealant. Larger areas need covered with wood or metal prior to using caulk or spray foam. Copy and paste this line into your computer's web browser and read this article written by a highly respected home inspector from Minnesota.

<https://structuretech.com/attic-insulation-read-first/>

Another issue that likely contributes to this suspected mold growth is the two second floor bathroom fans venting to the soffits. Soffit vents are attic intake vents. Attempting to exhaust moisture from baths and hot steamy showers out an attic intake vent will most likely result in redirecting it into the attic space. I recommend installing the bathroom exhaust vents properly out through the roof or out through a gable wall, if close enough.

The other issue is the adequacy of the attic ventilation. There is ridge exhaust vent installed on most of the entire length of the roof's ridge. There are soffit intake vents that are far from fully vented continuous soffit intake vents, which are needed to supply adequate intake air into the attic. The product installed has small holes that are partially concealed in a groove between laps. This has caused the cardboard baffles that are designed to prevent insulation from blocking the air flow through the vents, to absorb excessive moisture and fall and wilt, laying on top of the insulation. It is also a probable cause of the suspected mold growth on the wood sheathing throughout the attic.

Fully vented continuous soffits, in combination with a balanced amount of ridge vent, is the ideal attic ventilation system. The lower soffit vents act as air intake, and the ridge vent exhausts the air, creating air movement throughout, from low to high. Proper attic ventilation allows shingles to last their intended life. It expels heat in summer, and humidity year round. It prevents icicles and ice damming in the winter. Ice freezing on the roof removes granules as it slides down. Proper attic ventilation also prevents mold growth, and possible wood rot on framing, as well as compaction of insulation from moisture.

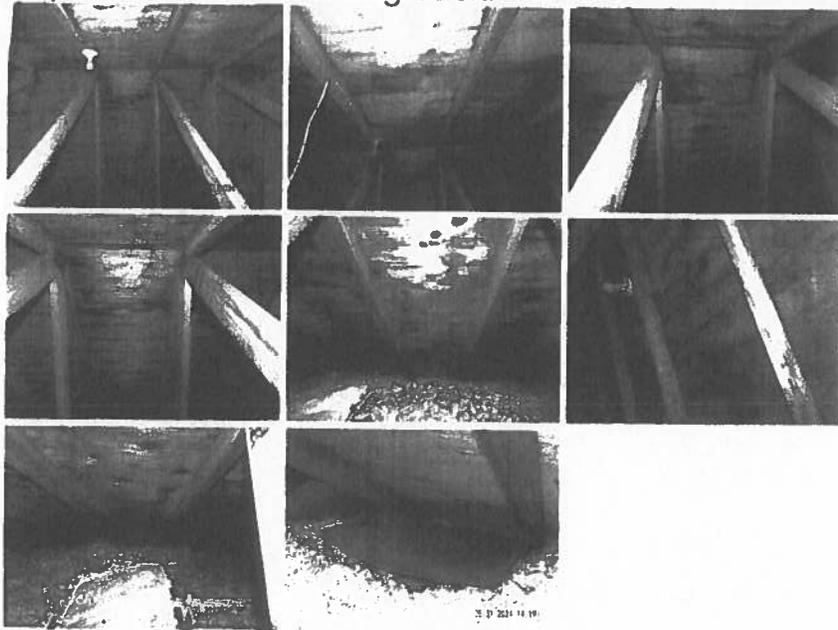


## Attic (Continued)

### Sheathing: (continued)

Adequate attic ventilation moves occupancy-generated water vapor out of the attic space before it can become problematic.

Mold can be a health and safety risk for many people. Some are affected more than others. People with compromised immune systems, lung diseases, and asthma are usually more susceptible. I recommend consulting a certified mold remediation contractor, but be aware that the source of excessive moisture must be cured, prior to mold remediation, to prevent it from coming back.



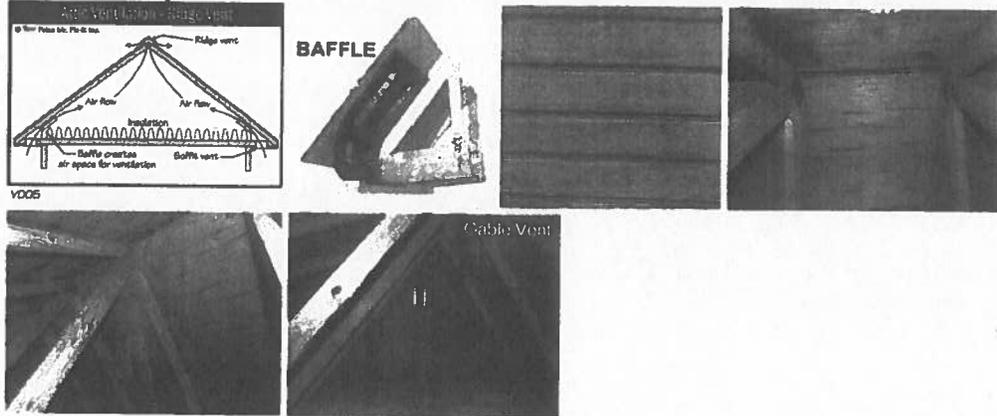
### 34. Deficient

**Ventilation:** There are minimal vented soffit vents in combination with ridge vent. - The ridge vent filter medium has fallen out and some is some hanging. This is likely from previous ridge vent. The ridge vent is exhaust vent. There are gable vents which are considered a type of exhaust vent. It is not recommended to mix multiple types of exhaust vents in an attic. It could short circuit the soffit to ridge vent air flow from low to high. I recommend covering it from inside the attic. Minimum attic ventilation is one square foot of ventilation for every 150 square foot of attic area, ideally with 50% intake and 50% exhaust vents or 60% lower roof intake vents in combination with 40% upper exhaust vents. See more comments that apply under "Sheathing" in this attic section.



Attic (Continued)

Ventilation: (continued)



- 35. Acceptable
- 36. Marginal

**Insulation:** loose fiberglass

**Insulation Depth:** The depth varies, but I measured 12 to 13 inches in multiple locations throughout the attic. - This approximates between a 26 and a 39 R value. New homes are installing a 49 to a 60R value in attic floors. Adding more insulation would improve heating and cooling costs. New baffles need installed prior to installing more insulation. The baffles are droopy and completely wilted from excessive moisture in the attic. Baffles are designed to prevent insulation from blocking the air flow through the soffit vents.

- 37. Not Present
- 38. Not Present
- 39. Not Present
- 40. Acceptable
- 41. Not Present
- 42. Marginal

**Vapor Barrier:**

**Attic Fan:**

**Whole House Fan:**

**Wiring/Lighting:** There is a bare bulb light fixture with a pull string. - Most wiring is concealed under insulation.

**Moisture Penetration:**

**Bathroom Fan Venting:** improper venting - Bathroom fans should vent through the roof. They do not. Nothing can be seen for the second floor master bedroom bathroom exhaust vent due to insulation. bathroom in the attic due to insulation. I saw a few inches of vinyl vent duct material at the soffit area for the second floor hallway bathroom exhaust fan. They vent to soffit vents, which are attic intake vents. Expelling moisture from bathrooms into soffit vents often results in drawing the moisture into the attic space, which potentially could cause moisture problems, and there is suspected mold growth in this attic. This installation practice is common, but wrong, and is only corrected by venting through the roof, or a gable wall, if applicable.

Copy and paste this into your computer browser address line and watch this video, or do a computer search for "How to Vent a Bath Fan



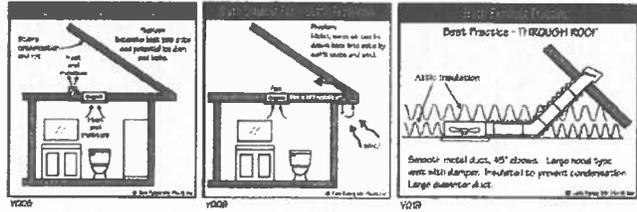
# Attic (Continued)

## Bathroom Fan Venting: (continued)

Through the Roof, This Old House-YouTube"

[https://www.youtube.com/watch?v=PqrZWd\\_CQIE](https://www.youtube.com/watch?v=PqrZWd_CQIE)

See more applicable comments under "Sheathing" and "Ventilation" in this attic section





# Marginal Summary

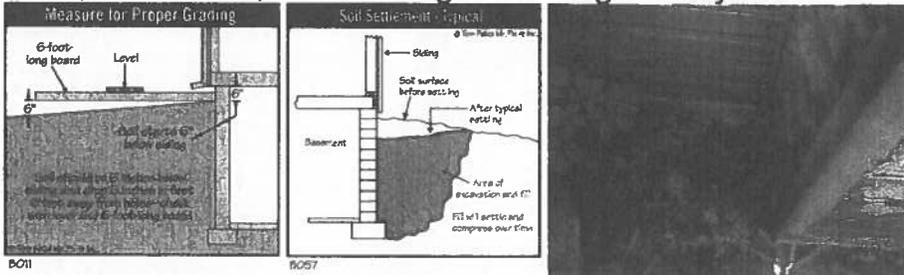
This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the complete report.

## Lots and Grounds

1. **Driveway:** concrete - The driveway concrete towards the road has settled quite a bit and slopes downward. Concrete leveling, commonly called mudjacking or polyjacking might be an option. Concrete leveling, or mudjacking is a process where holes are drilled through the concrete and a pressurized concrete slurry is pumped under the concrete slab, lifting the concrete. A newer method, called polyjacking, is to pump polyurethane foam under the concrete slab, which is thought to be longer lasting.



2. **Grading:** The grading slope at the foundation is mostly concealed by vegetation. There is some low negative grade at the west side chimney chase. It's mostly flat on the west side. Re-grading, or adding and compacting soil at the foundation, to create more slope away from the structure, could improve, or prevent, moisture problems in basement walls, as well as, maintaining the rain gutter system.



3. **Vegetation:** Trees, shrubs, and plants - I recommend removing the ivy growing on the vinyl siding. It will grow behind the vinyl siding, as well. Ivy can cause damage and it can promote insect and rodent infestation and moisture intrusion. I recommend maintaining all vegetation 12 inches from the house to help prevent wood destroying insect intrusion.

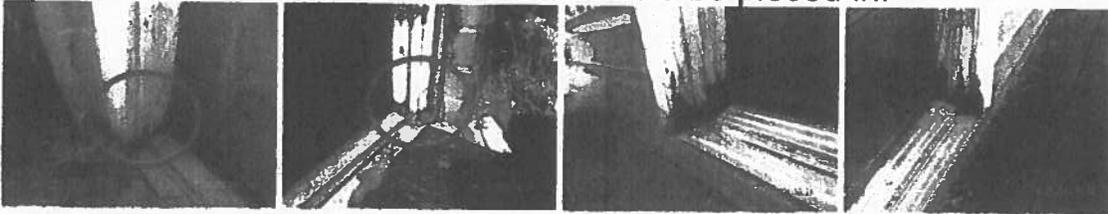




## Marginal Summary (Continued)

### Exterior Surface and Components

- 4. house and attached garage Exterior Surface Type:** vinyl siding - There is a hose bib (spigot) on the east side. There is a rectangular trim plate missing that is designed to cover the siding and prevent water intrusion. I recommend that a vinyl siding contractor correct this.
- 5. Trim:** aluminum, vinyl, wood - The wood trim at the rear French basement walk out doors and at the French doors on the deck are rotten at the bottom and needs replaced. New wood or PVC material could be pieced in.

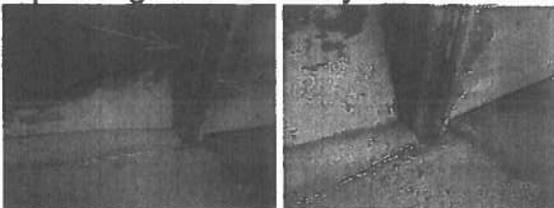


- 6. Hose Bibs:** There is a hose bib (spigot) on the west side. It is not a frost free type and must be turned off in the basement for the winter to prevent frozen burst water pipes that could cause costly water damage. I was unable to remove the hose. There is a frost free hose bib (spigot) with an anti-siphon vacuum breaker on the east side. The handle is missing and it was not tested. Replace the missing handle. All hoses on all types of hose bibs need removed during the winter to prevent costly water damage.



### Outbuilding

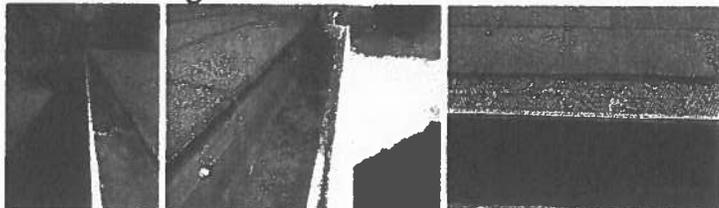
- 7. east Outbuilding Ceiling:** unfinished drywall - It should be taped and mudded for fire separation. The pull down fold out ladder assembly compromises the fire separation. Fire rated assemblies are manufactured. I have never seen one in person and they are expensive.
- 8. east Outbuilding Man (Exterior) Door:** fire resistant metal door - The exterior metal is peeling off and away from the bottom of the door. Repair or replace it.





### Marginal Summary (Continued)

9. **east Outbuilding Gutters:** Aluminum - The lean to gutter does not have gutter guard installed and there is dead leaf debris in the gutter that needs cleaned out for proper water management.



10. **east Outbuilding Downspouts:** Aluminum - The downspout on the lean to needs secured to the wooden column.

11. **east Outbuilding Leader/Extension:** missing - I recommend installing a 4-6 foot extension on the downspout elbows to carry water away from the structure.



### Garage

12. **Attached Garage Man (Exterior) Door:** fire resistant metal door - There is rust at the bottom. It's metal, it could be repaired the same as a rusty car.

13. **Attached Garage Hose Bibs:** Hot and cold rotary, frost free, with a vacuum breakers - The cold and hot water hose bibs leaked when turned on and under pressure. When I attach my water pressure gauge and turn the water on, it simulates having a hose attached with the water turned on, but the end of the hose turned off with a nozzle. They need new washers installed.



### Roof

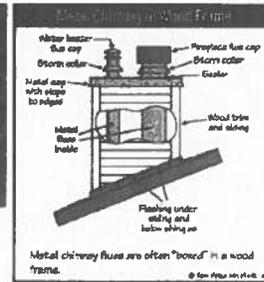
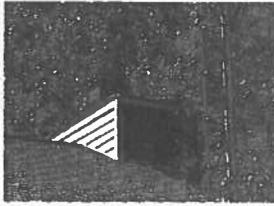
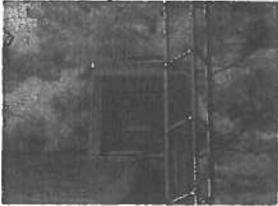
14. **Gutters:** Aluminum - I recommend cleaning the dead pine needles off the gutter guard when it accumulates for better water management.





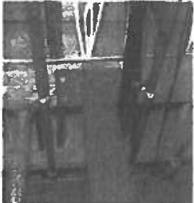
### Marginal Summary (Continued)

- 15. Downspouts:** Aluminum - There is a type of gutter guard installed on the gutters. I recommend cleaning the accumulation of dead pine needles off periodically to help water into the gutters. It's possible for medium to hard rain to overflow the gutters.
- 16. east Chimney Flue/Flue Cap:** Metal - The top of the chimney is rusty galvanized steel. This could be painted with a paint manufactured to inhibit rust on metal to prolong life or replaced with stainless steel.



### Structure

- 17. Piers/Posts:** Steel posts - I recommend installing appropriate fasteners through the post's metal plate into the wooden beams they support.



### Finished Basement Area

- 18. basement Finished Basement Space Walls:** drywall - Some of the drywall isn't painted.



### Laundry Room/Area

- 19. Basement Laundry Room/Area Laundry Tub Faucet:** chrome fixture - There is water leaking from the right water connector where it connects to the underside of the faucet. Tighten, repair, or replace.

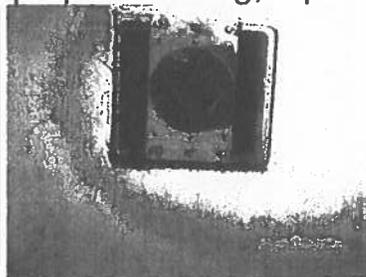
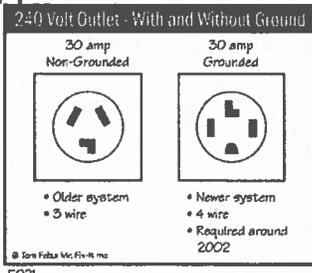


**Marginal Summary (Continued)**

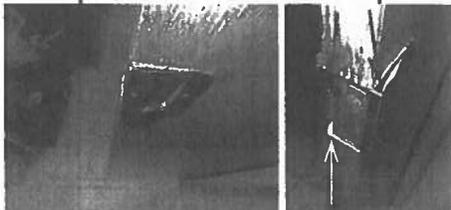
**20. Basement Laundry Room/Area Laundry Tub Drain:** ABS trap - A flexible PVC drain material was used between the black ABS trap and the laundry tub. This is not an approved material and the ribs that make it flexible are known to collect debris and create blockage. Replace it when convenient.



**21. Basement Laundry Room/Area Dryer Electric:** 220/240 VAC - This is an older three hole outlet receptacle. Newer electric dryers utilize a four pronged grounded plug and receptacle. Whenever a newer dryer is used, the wiring and receptacle will need upgraded, for the safest option. Another safe option would be to remove the bonding jumper in the dryer and install a GFCI two pole 240 volt breaker in the electric panel and label the receptacle "no equipment ground". It is also possible to install a three prong corded plug, however, it can be a very serious risk if someone does not bond the metal case to the neutral wire of the cord. It is not hard to energize the metal case of an appliance and without proper bonding, a person could easily get shocked.



**22. first floor east hallway Laundry Room/Area Doors:** hollow core pocket door - The door hardware is not secured well and it seems to lack anything for the screw closest to the edge of the door to screw into. I suspect the installer removed more material than they should have. I recommend removing the brass hardware to determine a possible improvement. Gluing some wood at the edge of the door just behind, or on either side of the pull tab could be a possibility.





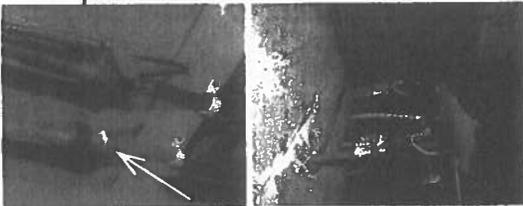
Marginal Summary (Continued)

23. first floor east hallway Laundry Room/Area Faucets/Traps: Delta chrome fixture with an ABS trap - There is green mineral build up at the shut off valve below the trap that indicates a past water leak that self sealed. It could leak again when the valve handle is turned. It could need replaced.

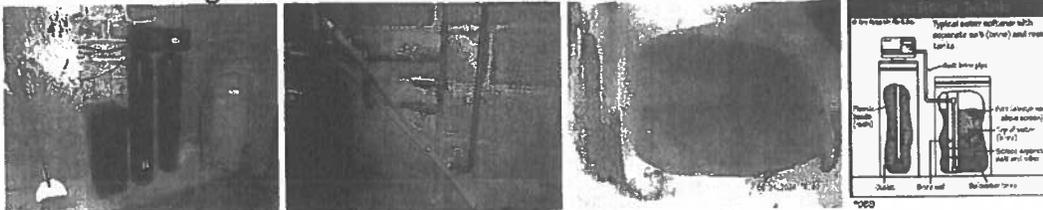


Plumbing

24. Water Lines: copper pipe - A copper pipe connection at bypass valve behind the water conditioning equipment was wet to the touch indicating some water seepage. Both connections behind each tank had a white powdery residue caused by slight water leakage. One self sealed. The wet one could eventually self seal or it could need replaced. If no action is taken, I recommend monitoring it. There is some white and green mineral build up at a shut off valve above and to the right of the basement laundry area, indicating a slight past water leak that self sealed. It was not leaking at the inspection.



25. Water Conditioning Equipment: There is a two tank water softener and a tank that aerates the water. It is supposed to remove iron from the water, however, the water in the jetted spa tub was brown. Water softeners and other water treatment devices are outside the scope of this home inspection. Functionality cannot be determined. The third tank reportedly aerates the water, which is a natural technique to remove dissolved iron from water, without the use of additional chemicals. It can also remove dissolved manganese to some extent.





## Marginal Summary (Continued)

### Kitchen

- 26. 1st Floor Kitchen Plumbing Supply Lines:** copper pipe to the shut off valves under the sink. The copper pipes have green build up on them indicating a past water leak that self sealed. however, the water leaks might re-occur when the valves are turned again. They might need replaced. It's difficult to determine, but the leaks look like they may have originated where the copper water pipe connects to the valve, and might not have been from the valve itself.



### Living Space

- 27. foyer and hallway Living Space Doors:** fire resistant metal door with flanking sidelight windows - The weather seal around the door needs replaced.
- 28. Family Room Living Space Electrical:** 110 VAC outlet receptacles and lighting circuit - Two receptacles top half is controlled with a wall switch. Some of the receptacles are painted, preventing insertion of my plug in tester, so they couldn't be tested and will have the same problem plugging something in. Painting outlet receptacles could slightly change the thermal resistance, and they could possibly overheat, which could cause a fire. Paint may have been pushed into the holes, which could be a hazard when inserting a plug. I recommend replacing all painted outlet receptacles. The safety covers can be painted, not the receptacles themselves.

### Bathroom

- 29. Basement Bathroom Sink/Basin:** One piece composite sink/counter top - There is a chrome faucet fixture with a PVC trap. The pop up drain stopper doesn't work and can be repaired or replaced by a plumber.
- 30. Basement Bathroom Faucets/Traps:** Chrome fixtures with a PVC trap - Initially, the drain stopper failed to function, but by manually moving the rod under the sink, it worked. It was from lack of use. The left hot side shut off valve under the sink was wet to the touch and needs tightened, repaired, or replaced.



## Bathroom (Continued)

### Faucets/Traps: (continued)



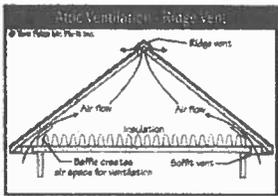
- 31. **first floor east hallway Bathroom Faucets/Traps:** There is a chrome faucet fixture with an ABS trap with shut off valves under the sink. There is some mineral build up at the shut off valves under the sink, indicating small water leaks at some time that self sealed. It could be possible for the valves to leak again after turning them.
- 32. **second floor southwest front bedroom Bathroom Faucets/Traps:** Chrome faucet fixture with an ABS trap - The right cold water shut off valve under the sink was wet to the touch, indicating a slight water leak. Tighten, repair, or replace, as needed to eliminate the leak.

## Bedroom

- 33. **second floor southwest front Bedroom Electrical:** 110 VAC outlet receptacles and lighting circuit - Two wall receptacles are loose. When something is plugged in, you can wiggle the receptacle from side to side. They need secured in their box or the box could need secured in the wall prior to use.

## Attic

- 34. **attached garage and the northeast first floor house Attic Ventilation:** soffit vents in combination with ridge vent. The ridge vent filter medium has fallen out and some is some hanging. This is likely from previous ridge vent. The ridge vent is exhaust vent. There is a gable vent which is considered a type of exhaust vent. It is not recommended to mix multiple types of exhaust vents in an attic. It could short circuit the soffit to ridge vent air flow from low to high. I recommend covering it from inside the attic.





## Marginal Summary (Continued)

- 35. attached garage and the northeast first floor house Attic Insulation Depth:** The insulation thickness was variable. - Overall, it was about 10 to 11 inches. Next to the access opening I measured only 4 inches. Loose fiberglass insulation has a approximately a 2.2 to a 3 R value per inch. The part over the garage usually has no insulation. North of the access opening is over living area. This approximates between a 22 and a 33 R value. New homes are installing a 49 to a 60R value in attic floors over the living area. Adding more insulation would improve heating and cooling costs.
- 36. upper main house Attic Sheathing:** Plywood - There is quite a bit of dark stained wood, especially the plywood roof sheathing. This is a microbial growth that, if laboratory tested, would likely be called mold growth. The average family of 4 generates up to 4 gallons of water vapor through daily activities (cooking, cleaning, showering, breathing, etc.). In the winter, this water vapor can cause trouble inside the attic if it's not properly vented. Air sealing the attic from the living side is likely even more important in preventing moisture damage and possible mold growth in attics. An attic bypass is any air passageway between a conditioned space and an unconditioned attic. These can be at the wooden top plates above walls, holes where electric wires pass through, gaps around brick chimneys. metal chimney flues, stairwell voids, plumbing drain, waste, and vent pipes, and ceiling light fixtures. Caulk, or a good quality spray foam can be used to seal smaller gaps. Insulation needs moved aside and moved back after applying sealant. Larger areas need covered with wood or metal prior to using caulk or spray foam. Copy and paste this line into your computer's web browser and read this article written by a highly respected home inspector from Minnesota.

<https://structuretech.com/attic-insulation-read-first/>

Another issue that likely contributes to this suspected mold growth is the two second floor bathroom fans venting to the soffits. Soffit vents are attic intake vents. Attempting to exhaust moisture from baths and hot steamy showers out an attic intake vent will most likely result in redirecting it into the attic space. I recommend installing the bathroom exhaust vents properly out through the roof or out through a gable wall, if close enough.

The other issue is the adequacy of the attic ventilation. There is ridge exhaust vent installed on most of the entire length of the roof's ridge. There are soffit intake vents that are far from fully vented continuous soffit intake vents, which are needed to supply adequate intake air into the attic. The product installed has small holes that are partially concealed in a groove between laps. This has caused the cardboard baffles that are designed to prevent insulation from blocking the air flow through the vents, to absorb excessive moisture and fall and wilt, laying on top of the insulation. It is also a probable cause of the suspected mold growth on the wood sheathing throughout the attic.

Fully vented continuous soffits, in combination with a balanced amount of ridge vent,

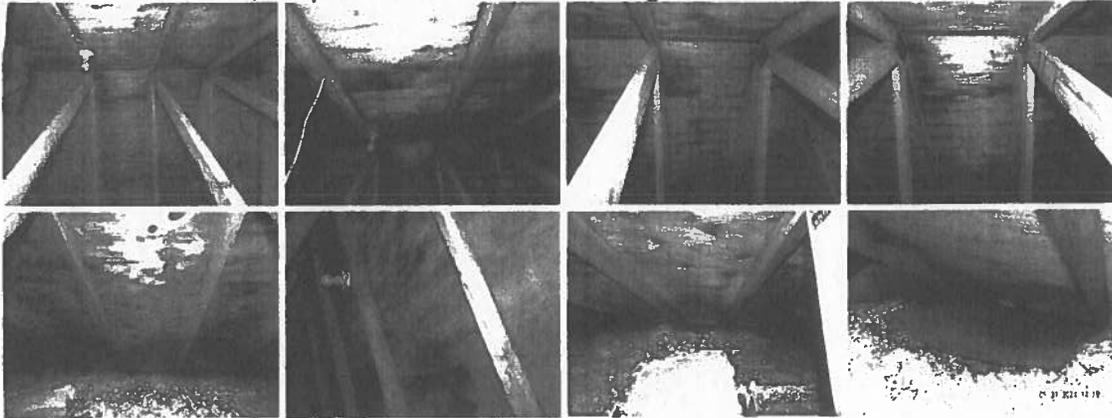


## Marginal Summary (Continued)

### Sheathing: (continued)

is the ideal attic ventilation system. The lower soffit vents act as air intake, and the ridge vent exhausts the air, creating air movement throughout, from low to high. Proper attic ventilation allows shingles to last their intended life. It expels heat in summer, and humidity year round. It prevents icicles and ice damming in the winter. Ice freezing on the roof removes granules as it slides down. Proper attic ventilation also prevents mold growth, and possible wood rot on framing, as well as compaction of insulation from moisture. Adequate attic ventilation moves occupancy-generated water vapor out of the attic space before it can become problematic.

Mold can be a health and safety risk for many people. Some are affected more than others. People with compromised immune systems, lung diseases, and asthma are usually more susceptible. I recommend consulting a certified mold remediation contractor, but be aware that the source of excessive moisture must be cured, prior to mold remediation, to prevent it from coming back.



- 37. upper main house Attic Insulation Depth:** The depth varies, but I measured 12 to 13 inches in multiple locations throughout the attic. - This approximates between a 26 and a 39 R value. New homes are installing a 49 to a 60R value in attic floors. Adding more insulation would improve heating and cooling costs. New baffles need installed prior to installing more insulation. The baffles are droopy and completely wilted from excessive moisture in the attic. Baffles are designed to prevent insulation from blocking the air flow through the soffit vents.
- 38. upper main house Attic Bathroom Fan Venting:** improper venting - Bathroom fans should vent through the roof. They do not. Nothing can be seen for the second floor master bedroom bathroom exhaust vent due to insulation. bathroom in the attic due to insulation. I saw a few inches of vinyl vent duct material at the soffit area for the second floor hallway bathroom exhaust fan. They vent to soffit vents, which are attic intake vents. Expelling moisture from bathrooms into soffit vents often results in drawing the moisture into the attic space, which potentially could cause moisture problems, and there is suspected mold growth in this attic. This installation practice is common, but wrong, and is only corrected by venting through the roof, or a gable wall, if applicable.



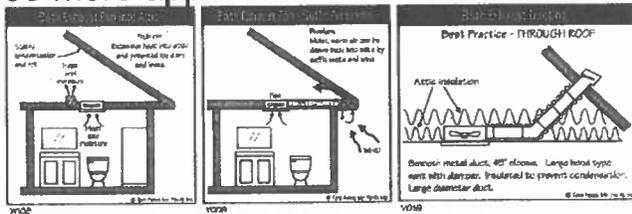
## Marginal Summary (Continued)

### Bathroom Fan Venting: (continued)

Copy and paste this into your computer browser address line and watch this video, or do a computer search for "How to Vent a Bath Fan Through the Roof, This Old House-YouTube"

[https://www.youtube.com/watch?v=PqrZWd\\_CQIE](https://www.youtube.com/watch?v=PqrZWd_CQIE)

See more applicable comments under "Sheathing" and "Ventilation" in this attic section



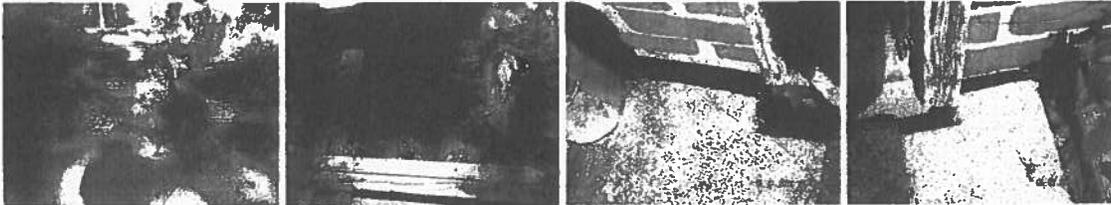


## Deficient Summary

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the complete report.

### Lots and Grounds

- 1. Garage Steps:** There is a concrete landing at the side door leading into the garage. - There are wood timber steps leading to the landing. They are in a state of disrepair and should be replaced. There is a wide and deep gap between the concrete and the brick of the garage. I recommend filling and sealing the gap to prevent water intrusion that will undermine the garage foundation. I recommend consulting a qualified contractor. When the gap is much thinner, I recommend filling the void with foam backer rod to minimize the amount of caulk needed, and applying gray concrete caulk at the top to prevent water intrusion. During the winter when water freezes, it expands and could cause damage.



### Exterior Surface and Components

- 2. Dryer Vent:** The original basement laundry area dryer vent was on the rear wall through the rim joist. - The dryer vent for the basement laundry area was removed and vinyl siding was installed over the hole. I did not see the exterior dryer vent for the first floor electric dryer. It might be under the deck.

### Outbuilding

- 3. east Outbuilding Trim:** vinyl and wood - The wood trim around the exterior man door needs painted to prevent wood rot. Vinyl siding corner channel at the bottom of the overhead door is cracked and broken on both sides and should be replaced.



### Garage

- 4. Attached Garage Trim:** vinyl and wood - The wood trim around the exterior man door is pulling away from the door frame and needs repaired or replaced. The wood casing and trim needs painted to prevent wood rot.



## Garage (Continued)

Trim: (continued)



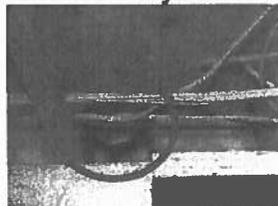
## Roof

5. **Leader/Extension:** Ground drains, not tested - A long extension from the rear northeast corner of the house deposits water at the edge of the concrete driveway and the wood timber retaining wall, which will cause wood rot. I recommend rerouting it to a better location. Flexible material is an option.



## Laundry Room/Area

6. **Basement Laundry Room/Area Dryer Vent:** The original basement laundry area dryer vent was on the rear wall through the rim joist. - The dryer vent for the basement laundry area was removed and vinyl siding was installed over the hole. I did not see the exterior dryer vent for the first floor electric dryer. It might be under the deck.



## Electrical

7. **pole barn Electric Panel Main Breaker Size:** There is no main breaker. Since this sub panel is in a detached building, and it takes more than six throws of the hand to turn off all of the breakers, this panel should have a main breaker.

## Kitchen

8. **1st Floor Kitchen Disposal:** In-Sinkerator Pro 3 - The disposal made a loud noise, indicating a problem. I didn't readily see anything inside it. Turn the breaker off that controls this and make sure that it controls this, then someone confident that they are safe can reach their hand in and feel for a foreign object. It might need repaired or replaced.



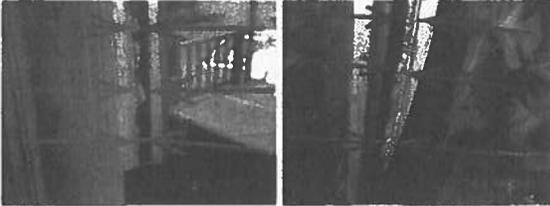
## Deficient Summary (Continued)

9. **1st Floor Kitchen Pot Filler:** chrome - This was installed but never connected to a water supply.



### Living Space

10. **dinette Living Space Doors:** metal French doors - The inner pane of the left side glass is broken out and the glass needs replaced.



### Bathroom

11. **Basement Bathroom Shower/Surround:** Fiberglass pan and fiberglass surround - There was little to no water coming out of the shower head, even with the shower head removed. A licensed plumber needs to figure this out.
12. **Basement Bathroom Toilets:** Kohler 1.6 gpf/6.0 lpf - The water was turned off because the seller stated the shut off valve leaks. There is a greenish mineral build up at the toilet's shut off valve that was caused by a water leak. The toilet seat and lid are missing and need installed. A licensed plumber needs to make necessary repairs.



### Attic

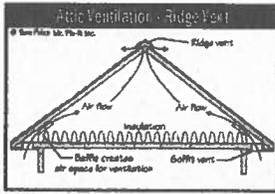
13. **upper main house Attic Ventilation:** There are minimal vented soffit vents in combination with ridge vent. - The ridge vent filter medium has fallen out and some is some hanging. This is likely from previous ridge vent. The ridge vent is exhaust vent. There are gable vents which are considered a type of exhaust vent. It is not recommended to mix multiple types of exhaust vents in an attic. It could short circuit the soffit to ridge vent air flow from low to high. I recommend covering it from inside the attic. Minimum attic ventilation is one square foot of ventilation for every 150 square foot of attic area, ideally with 50% intake and 50% exhaust vents or 60% lower roof intake vents in combination with 40% upper exhaust vents. See more comments that



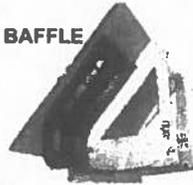
## Deficient Summary (Continued)

### Ventilation: (continued)

apply under "Sheathing" in this attic section.



BAFFLE





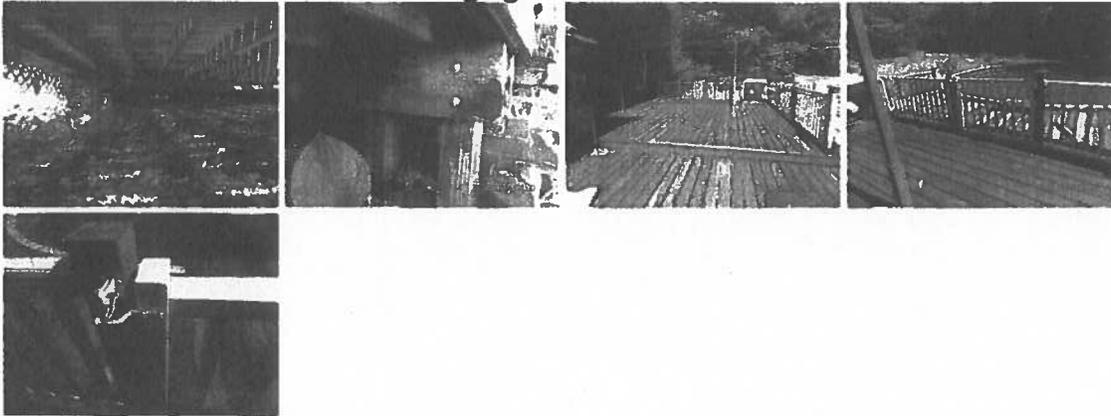
## Safety Summary

### Lots and Grounds

- 1. Rear Steps:** There are wooden timber steps leading down to the concrete patio by the rear basement walkout French doors. There are eight risers. A safety hand rail should be installed on any set of steps with four or more risers. A riser is the vertical part of a step. I recommend installing a safety hand rail for improved safety and liability.



- 2. Deck:** pressure treated lumber - The deck is free standing and does not rely on attachment to house structure. This is good. The guard rail vertical balusters are spaced wider than is currently required. A four inch sphere should not be able to pass between them. This has been required before this deck was built. The section of vinyl guard rail at the pool moves when tested. It should be able to withstand 200 pounds of lateral force without moving. The gate in that section of vinyl guard rail drops and needs lifted a little for the latch to engage.



### Exterior Surface and Components

- 3. Exterior Electric Outlets:** 110 VAC (volts alternating current) - They are controlled with wall switch inside the front door. There are three GFCI receptacles installed in weather resistant boxes, as they should be. The one on the left, protects the two to the right. When the right one is tripped, it won't reset at that GFCI receptacle. The same holds true for the middle one. The two right receptacles could be normal receptacles, and should be, to reduce confusion when trying to restore power after they are tripped off. The rear GFCI receptacle is tripped and will not reset. It is likely double GFCI protected like the front ones, but since I did not find one tripped, it could just be defective and need replaced. A licensed electrician needs to trouble shoot and correct

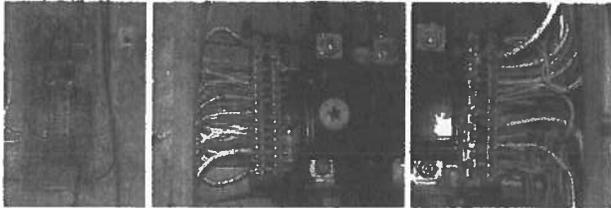


## Safety Summary (Continued)

**12. basement right Electric Panel Panel Integrity:** One white wire on the right side needs re-identified as a black wire. - It is connected to a double pole 240 volt breaker with a handle tie. This is usually accomplished with a black marker or wrapping the ends of the white wire with black electrical tape.

Neutral conductors were found to be double lugged on the neutral terminal bars in the panel. This is not recommended, due to a risk of causing loose connections and shock hazard safety issues, if/when servicing attached circuitry and equipment. Neutral wires cannot share a connection at a terminal bar with another wire. Neutral conductors are recommended to be separated, by a reputable licensed electrical contractor, as required by electrical safety standards while present performing other work.

This is very common, and has historically been misinterpreted, but has never been an accepted practice. It was clarified in the 2008 NEC 408.21 (National Electric Code). Prior to that, it has always not been allowed per manufactures installation instructions, and the National Electric Code has always recommended following manufacturer's installation instructions. Additional bus bars may need installed.



**13. basement left Electric Panel Panel Integrity:** Grounds and neutrals need isolated to provide separate paths back to the source. This was required prior to 2008 for panels in the same building, and is currently required. This has a four wire feed, Two hots, a neutral, and a ground. For clarity, the bare copper ground wires must be connected to a separate bus bar than the white neutral conductors (wires). The white neutral conductors must be connected to a bus with only white neutral conductors and there can be only one wire connected to each terminal. It also currently has multiple white neutral conductors per terminal connection, which is wrong, and was never an acceptable practice, but can be corrected when the neutrals and grounds are isolated. The green bonding screw also needs removed. I recommend that a qualified licensed electrician make repairs.





## Safety Summary (Continued)

### Plumbing

**14. Basement Water Heater TPRV and Drain Tube:** The discharge pipe is missing. The Temperature Pressure Relief valve releases water when it gets too hot or too pressurized. A pressure release pipe, preferably a copper pipe but there are other acceptable materials, must extend within 6 inches from the floor. It should drain into the metal pan under the water heater that will then drain towards the floor drain. The inside diameter of the pipe must not be reduced.

Most manufacturers recommend that homeowners test the TPR valve at least once a year, by lifting the lever to ensure the valve discharges properly. I do not test these valves due to the possibility that they may leak after testing. A leaking, or inoperative TPR valve should be replaced immediately, by a licensed plumber.



### Kitchen

**15. 1st Floor Kitchen Electrical:** 110 VAC outlet receptacles and lighting circuit - Following modern safety standards, I recommend upgrading all over the counter kitchen counter and island receptacles to GFCI (Ground Fault Circuit Interrupter) protection, for optimal safety.

### Living Space

**16. foyer and hallway Living Space Carbon Monoxide Alarm:** not present - The International Association of Fire Chiefs recommend a carbon monoxide alarm on every floor of your home, including the basement. A detector should be located within 10 feet of each bedroom door, and there should be one near, or over, any living space above an attached garage. Carbon monoxide alarms older than 5-7 years, or whatever the manufacturer states, should be replaced. Since there is a wood burning fireplace and an attached garage, carbon monoxide alarms are still recommended in houses with no other combustible appliances.

### Bathroom

**17. first floor east hallway Bathroom Electrical:** 110 VAC outlet receptacles and lighting circuit - There is a GFCI wall receptacle to the left of the sink. There is a normal receptacle closer to the sink on the right side. I recommend upgrading that receptacle to GFCI protection, for optimum safety. If the GFCI receptacle is downstream from the right one on the same circuit, you should just swap the GFCI receptacle with the normal receptacle, because if the mistake was made, as to which one was downstream versus upstream and if they are on the same circuit, they



## **Safety Summary (Continued)**

### **Electrical: (continued)**

shouldn't both have the GFCI receptacle with the test and reset buttons, which would create a similar scenario as the three receptacles on the front porch.

### **Bedroom**

---

- 18. second floor southeast front Bedroom Smoke Alarm:** not present - Following today's safety standards, I recommend installing photoelectric type smoke alarms on every level, and inside each bedroom, as well as the hallway outside of bedrooms. Smoke alarms older than ten years should be replaced.
- 19. second floor northeast rear Bedroom Smoke Alarm:** not present - Following today's safety standards, I recommend installing photoelectric type smoke alarms on every level, and inside each bedroom, as well as the hallway outside of bedrooms. Smoke alarms older than ten years should be replaced.
- 20. second floor southwest front Bedroom Smoke Alarm:** not present - Although not required when this house was built, following today's safety standards, I recommend installing photoelectric type smoke alarms on every level, and inside each bedroom, as well as the hallway outside of bedrooms. Smoke alarms older than ten years should be replaced.





**M & R Construction  
and Seamless Gutters LLC**  
**330-417-5808**

6050 Waynesburg Rd. N.W.  
Dellroy, OH 44620

Quote Invoice Date: 6/12/24 Quote Invoice No. 56343

Due Date: \_\_\_\_\_

Bill To

Name: Dean Petersen

Company Name: \_\_\_\_\_

Street Address: 1256 Bark Rd.

City, St. ZIP Code: Magnolia, OH

Phone: 330-495-3318

Notes: Quote on work at 7825 Heritage Rd. Quotes are Priced At \$40.00 per man hour, And Materials at a 10% upcharge for inflation's

Description	Hours	Quantity	Price (\$)	Total
All DeFinition Work - Deficient				\$26,011.00
All SAFETY Work				\$8,326.00
All Marginal Work				
Includes New Roof				
Main house, Inspection on walls due to Mold				\$78,924.00
Acceptable But Recommended				\$5,119.00
Scope of work Based on Home Inspection Report Barry Sigler				
			Subtotal	\$118,380.00
			Sales Tax	
			Other	
			Total	\$118,380.00





**Blasenhauer Plumbing & Heating LLC**  
**PO Box 456**  
**Mineral City, OH 44656**  
**(Address Service Requested)**  
**330.859.2112**  
**OH License #14810, #26391**



**Invoice**

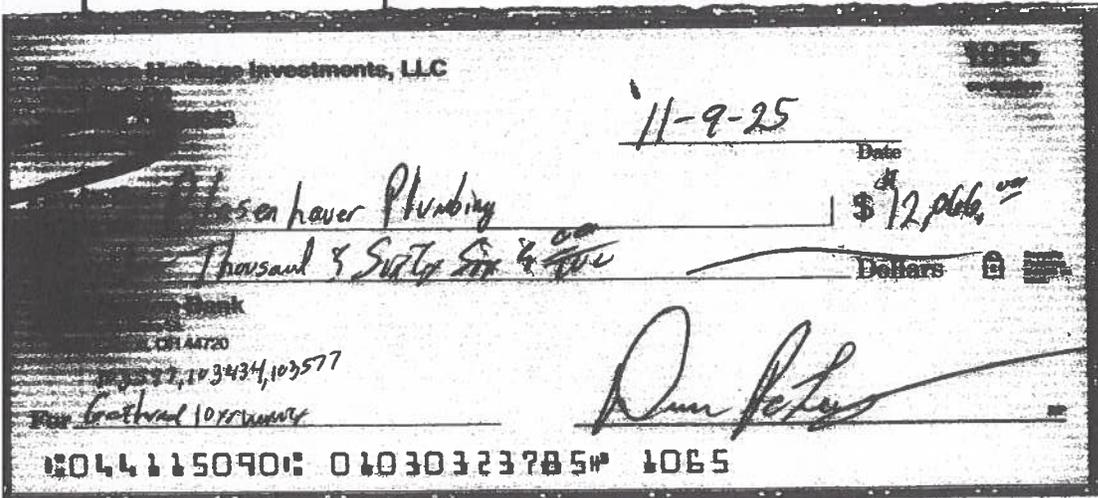
Date	Invoice #
10/31/2025	103597

Bill To
Dean & Jenny Petersen 1256 Bark Rd NW Magnolia, Ohio 44643

Description of Work Done
7325 Heritage Rd NW

P.O. Number	Terms	Rep
	Net 15 Days	RN

Item	Description	Amount
Materials - HVAC Installati...	Per proposal dated 8/13/25 Install a new Geo Star R454B 48,000btuh geothermal heat pump Warranty: 10 years on heat pump internal parts, 10/16/2025 thru 10/15/2035; 10 years limited labor warranty (see certificate), 10/16/2025 thru 10/15/2035	11,946.00



**WARRANTY IS VOID IF NOT PAID WITHIN TERMS OF INVOICE!** Please examine the invoice carefully, if there is any discrepancy it must be reported within 10 days of the invoice date. Otherwise the account will be considered correct & the workmanship satisfactory. Payment due Net 15 days. 16-30 days, 2% Service Charge added. 60 -120 days, Collection Action taken. **THERE IS NO RETURN ON ELECTRICAL PARTS!** "A 3% Convenience Fee will be charged for all Credit Card Payments."

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$11,946.00</b>





We're here for YOU!

# Job Quote

Blasenhauer Plumbing and Heating, LLC  
Box 456 Mineral City, OH 44656  
330-859-2112 office or 330-859-2452 fax  
Find us online at [www.blasenhauer.com](http://www.blasenhauer.com)



OH LICENSE #14810

TO <sup>Jenny</sup> Dean and Penny Peterson (bill to)  
7340 Heritage Road NW  
Magnolia, OH 44643  
(330) 495-3318

Job location: 7325 Heritage Road NW ✓ (Peterson Heritage Investments LLC)

SALESPERSON	JOB	PAID	DATE
Rodney Neff	Geo Unit Replacement	Due on receipt	8/13/2025
<b>DESCRIPTION</b>			
Remove existing failed Water Furnace geo-thermal unit and recycle			
Install new: Geo Star R454B 48,000btu geothermal heat pump			
Adapt into existing ductwork and plumbing			
Establish, thermostat, electrical, connections and condensate management			
This job is expected to take one full day for completion			
Shipping and taxes are included in final price shown			
<i>There is a 6 to 8 week turnaround time for this special order system</i>			
<i>Quote valid for 30 days - Pricing cannot be guaranteed</i>			
<b>TOTAL</b>			<b>11946.00</b>

**TERMS ARE ONE HALF DOWN UPON CONTRACT APPROVAL. THE BALANCE IS DUE UPON INVOICE**

Quotation prepared by: Rodney Neff - Sales

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

To accept this quotation, sign here and return: \_\_\_\_\_

*[Handwritten Signature]* 8-13-25

**PLEASE KEEP ONE COPY FOR YOUR RECORDS - RETURN A SIGNED COPY TO US**

**Thank you for your business!**



Fully Insured

Fully Insured



# M & R Construction and Seamless Gutters LLC

## 330-417-5808

6060 ~~0050~~ Waynesburg Rd. N.W.  
Dellroy, OH 44620

Invoice Date: 6/11/25 Invoice No. 66090

Due Date: 6/28/25

Bill To

Name: Dean Petersen

Company Name: \_\_\_\_\_

Street Address: 7325 Heritage Rd

City, St. ZIP Code: Magnolia, OH

Phone: \_\_\_\_\_

Notes: Send Check To

Thank You!

Ventilation, Ductwork				
Insulation, Sterilization				\$2500.00
Mold test				\$375.00
Master bathroom				
door, Fix leak,				
Screw Floor, epoxy Shower				
Wall				\$1059.00
<del>Downstairs Bathroom Plumbing</del>				
Toilet leak, Pipe leaks				
Washer hookup				\$368.00
			Subtotal	\$4302.00



pd ch# 1062 m.s.c.  
Thank You!

Sales Tax	
Other	\$
Total	\$4302.00



Petersen Heritage Investments, LLC  
1256 Bark Rd  
Magnolia, OH 44643  
330-495-3318

1061

6-26-25

Date

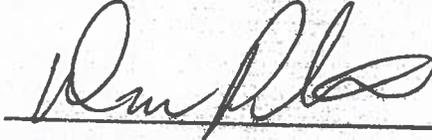
Pay to the Order of Griffith & Son Trucking / Rockwell

\$ 1,730.<sup>00</sup>

One thousand Seven Hundred & Thirty & 00/100 Dollars

Huntington Bank  
101 North Main St.  
North Canton, OH 44720

For 40 Ton gravel



⑆044115090⑆ 01030323785⑈ 1061







Dennis Miller Doors & Windows  
 37268 5th Ave  
 Sardis, Ohio 43946  
 (740) 483-1989

Invoice 27622  
 Invoice Date 6/2/2025  
 Completed Date  
 Customer PO  
 Payment Term Due Upon Receipt

**Billing Address**  
 Petersen Heritage Investments  
 1256 Bark Road Northwest  
 Magnolia, OH 44643 USA

**Job Address**  
 7325 Heritage Rd  
 7325 Heritage Road  
 Magnolia, OH 44643 USA

Description of work



**Materials**

Material	Description	Quantity
M-Misc Res Entry Door*	Double Patio Door in FrameSaver Frame - 72" x 80" Nominal Size - Downsized (Standard) - Unit Size: 71 7/16" x 79 7/16" - Frame Depth: 4 9/16" - 2" Flat Brickmold - Adjust Brickmold Width: 1 1/2" [75 5/8" Overall] - Adjust Brickmold Height: 1 5/16" [82 1/8" Overall] - Left Hand Inswing - Left Door Active (ISLO)	1.00
M-Misc Res Entry Door*	Endure 6512 Endure 2-Lite Patio Door - Standard Size: 72" x 80" - Unit Size: 70 7/8" x 79 1/2" - Left Hand Operable - Left Door Active (OSLI) - White Inside/Outside	1.00
M-Misc Window*	Endure Window - EN600 Series - 601 - Double Hung - White - Exact Size: 34 7/8" x 52 5/8"	1.00
M-Misc Res Entry Door*	Legacy Single Entry Door in FrameSaver Frame - 32" x 80" Nominal Size - Unit Size: 33 9/16" x 81 11/16" - Frame Depth: 6 3/16" - 2" Standard Brickmold - Adjust Brickmold Width: -1/4" [36" Overall] - Adjust Brickmold Height: -1/8" [82 15/16" Overall] - Right Hand Inswing - Inside Looking Out - 006 Style 20-Gauge Smooth Steel Door - Snow Mist White Inside and Outside	1.00



M-Misc Res Entry Door\*

Legacy Single Entry Door in FrameSaver Frame

1.00

- 32" x 80" Nominal Size
  - Unit Size: 33 9/16" x 81 11/16"
  - Frame Depth: 4 9/16"
  - 2" Standard Brickmold
  - Adjust Brickmold Height: -1/8" [82 15/16" Overall]
  - Right Hand Inswing - Inside Looking Out
  - 2 Panel 430 Style 20-Gauge Smooth Steel Door
  - ComforTech DLA
  - Plugged Trim
  - Snow Mist White Inside and Outside
- 

<b>Potential Savings</b>	\$0.00
<b>Sub-Total</b>	\$6,102.75
<b>OST 7.25% Monroe Cty 7.25%</b>	\$442.45
<b>Total Due</b>	\$6,545.20
<b>Payment</b>	\$0.00
<b>Balance Due</b>	\$6,545.20

Thank you for choosing Dennis Miller Doors & Windows



Receipt V1056 PAF 67719  
5-12-25

Thank you for shopping at Ace!  
EZGER'S ACE HARDWARE  
(330) 875-5586

05/10/25 3:53AM T3F 569 SALE

1020463 14- EA 32.243EA C  
C+K INT FL; DWB 1G 322.43  
Regular Price: 42.99

SUB-TOTAL: \$ 322.43 TAX: \$ 20.96  
TOTAL: \$ 343.39  
BC AMT: \$ 343.39

BK CARD#: XXXXXXXXXXXX2881  
MID:\*\*\*\*\*6951 TID:  
AUTH: 053680 AMT: \$ 343.39  
Host reference #:242364 Bat#  
MANUAL  
CARD TYPE: VISA EXPR: XXXX  
TxnID/ValCode: 885164

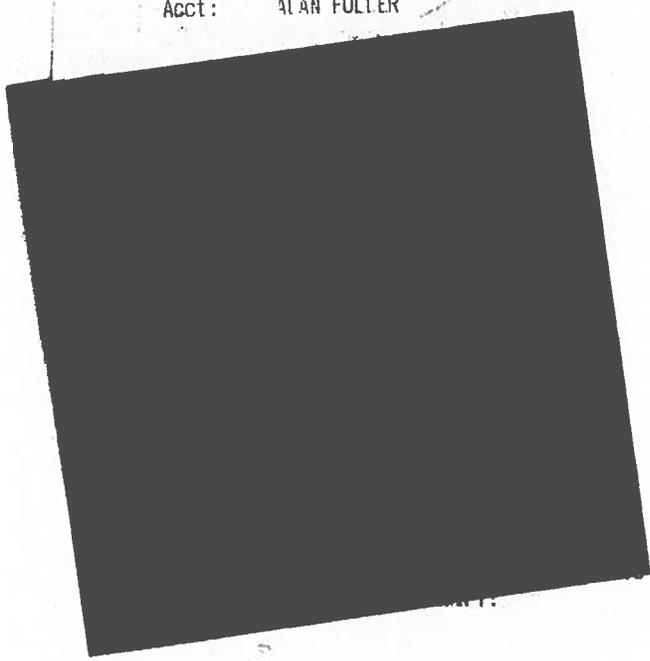
Bank card 1:0\$ 343.39

Total Items: 10



==> JRNL# C42364  
CUST NO: #6623  
ACE REWARDS ID # 19015459466

I agree to pay above total amount  
according to card issuer agreement  
(merchant agreement if credit voucher)  
Acct: ALAN FULLER





Thank you for shopping at Ace!  
METZGER'S- ACE HARDWARE  
(330) 875-5586

05/07/25 5:54PM AB 555 SALE

1020393 5 EA 28.493EA C  
C+K INT CEILG FNG WHT 1G 142.47  
Regular Price: 37.99

SUB-TOTAL:\$ 142.47 TAX: \$ 9.26  
TOTAL: \$ 151.73  
BC AMT: \$ 151.73

OK CARD#: XXXXXXXXXXXX2881  
MID:\*\*\*\*\*6951 TID:  
AUTH: 02486D AMT: \$ 151.73  
Host reference #:241115 Bat#  
Contactless  
CARD TYPE:VISA EXPR: XXXX  
AID : A0000000031010  
TVR : 0000000000  
IAD : 06021203A00000  
TSI :  
ARC : 00  
MODE : Issuer  
CVM : No CVM  
Name : CHASE VISA  
TxnID/ValCode: 884418

Bank card USD\$ 151.73

Total Items: 5



==>> JRNL# C41115  
CUST NO:\*6623

THANK YOU VISA CARDHOLDER  
FOR YOUR PATRONAGE  
ACE REWARDS ID # 19015459466

Acct: ALAN FULLER

Customer Copy

YOU SAVED \$ 47.49 BY SHOPPING AT  
METZGER'S ACE HARDWARE

\*RETURN POLICY\* 30 DAYS  
WITH RECEIPT!



Thank you for shopping at Ace!  
METZGER'S ACE HARDWARE  
(330) 875-5586

05/22/25 3:26AM HP 560 SALE

1020463 1 EA 21.50 EA S  
C+K INT EE3 UWB 1G 21.50  
Regular Price: 42.99  
Return Value : 32.245  
C+K Royal13 BOG050%off

1020463 1 EA 42.99 EA S  
C+K INT EE3 UWB 1G 42.99  
Return Value : 32.245

SUB-TOTAL: \$ 64.49 TAX: \$ 4.19  
TOTAL: \$ 68.68  
BC AMT: \$ 68.68

BK CARD#: XXXXXXXXXXXX2881  
MID:\*\*\*\*\*6951 TID:  
AUTH: 0E140D AMT: \$ 68.68  
Host reference #:272821 Bat#  
Contactless  
CARD TYPE: VISA EXPR: XXXX  
AID : A000 000031010  
TVR : 0000 000000  
IAD : 0602 1203A00000  
TSI :  
ARC : 00  
MODE : Issuer  
CVM :  
Name : CHASE VISA  
TxnID/ValCode: 889471

Bank card USD\$ 68.68

Total Items: 2



==>> JRNL# C72821  
CUSTOMER NO: #6623

THANK YOU VISA CARDHOLDER  
FOR YOUR PATRONAGE  
ACE REWARDS ID # 19015459466

ACCT: ALAN FULLER

Customer Copy

YOU SAVED \$ 21.49 BY SHOPPING AT  
METZGER'S ACE HARDWARE

\*RETURN POLICY\* 30 DAYS  
WITH RECEIPT!



Thank you for shopping at Ace!  
METZGER'S ACE HARDWARE  
(330) 875-5586

05/20/25 3:27AM AB 560 SALE

1020463 2 EA 21.50 EA S  
C+K INT EC3 UWB 1G 43.00  
Regular Price: 42.99  
Return Value: 32.245  
C+K Royal113 BOG50%off

1020463 2 EA 42.99 EA S  
C+K INT EC3 UWB 1G 85.98  
Return Value: 32.245

SUB-TOTAL: \$ 128.98 TAX: \$ 8.36  
TOTAL: \$ 137.34  
BC AMT: \$ 137.36

BK CARD#: XXXXXXXXXXXX2881  
MID:\*\*\*\*\*6951 TID:  
AUTH: 02590D AMT: \$ 137.36  
Host reference #: 271855 Bat#  
Contactless  
CARD TYPE: VISA EXPR: XXXX  
AID: A000 0000 3101 0  
TVR: 0000 0000 00  
IAD: 0602 4203 400000

TSI :  
ARC : 00  
MODE : Iss Jer  
CVM :  
Name : CHASE VISA  
TxnID/ValCode: 888939

Bank card USD\$ 137.36

Total Items: 4



==>> JRNL# C71855  
CUST NO: \*6623

THANK YOU VISA CARDHOLDER  
FOR YOUR PATRONAGE  
ACE REWARDS ID # 19015459466

Acct: ALAN FULLER

Customer Copy

YOU SAVED \$ 42.98 BY SHOPPING AT  
METZGER'S ACE HARDWARE

\*RETURN POLICY\* 30 DAYS  
WITH RECEIPT!



Type	Dims	Unit Rate	FCTR	Base Value	Adjst	BOR	ADJ FCTR	Trend	Final Value
HS-HOME SITE	1.0000	41,600.00		41,600					41,600
RS-RESIDUAL	9.0700	10,400.00		94,328					94,330
<b>Total</b>	<b>10.0700</b>								<b>135,930</b>

Type	Area	Height	Brick	Finish	Heat	Cool	Value
1-SINGLE FAMILY	1,318	First Floor		100.00	100.00	100.00	141,570
Units Designed	1,144	Full Upper		100.00	100.00	100.00	84,310
Units Converted	1,318	Basement		53.00	53.00	53.00	38,420
Total Rooms							
Bed Rooms							
Family Rooms							
Dining Rooms							
Plumbing							
Full Baths							
Half Baths							
Extra Fixtures							

Assessment	2024	2025
Appraised	74,100	135,930
Land	245,810	355,880
Improvement	319,910	491,810
Total	25,940	47,580
Assessed	86,030	124,560
Land	111,970	172,140
Improvement	Total	Total

Owner	Legal
PETERSEN HERITAGE INVESTMENTS LLC	7 16 10 PT NE 10.072A

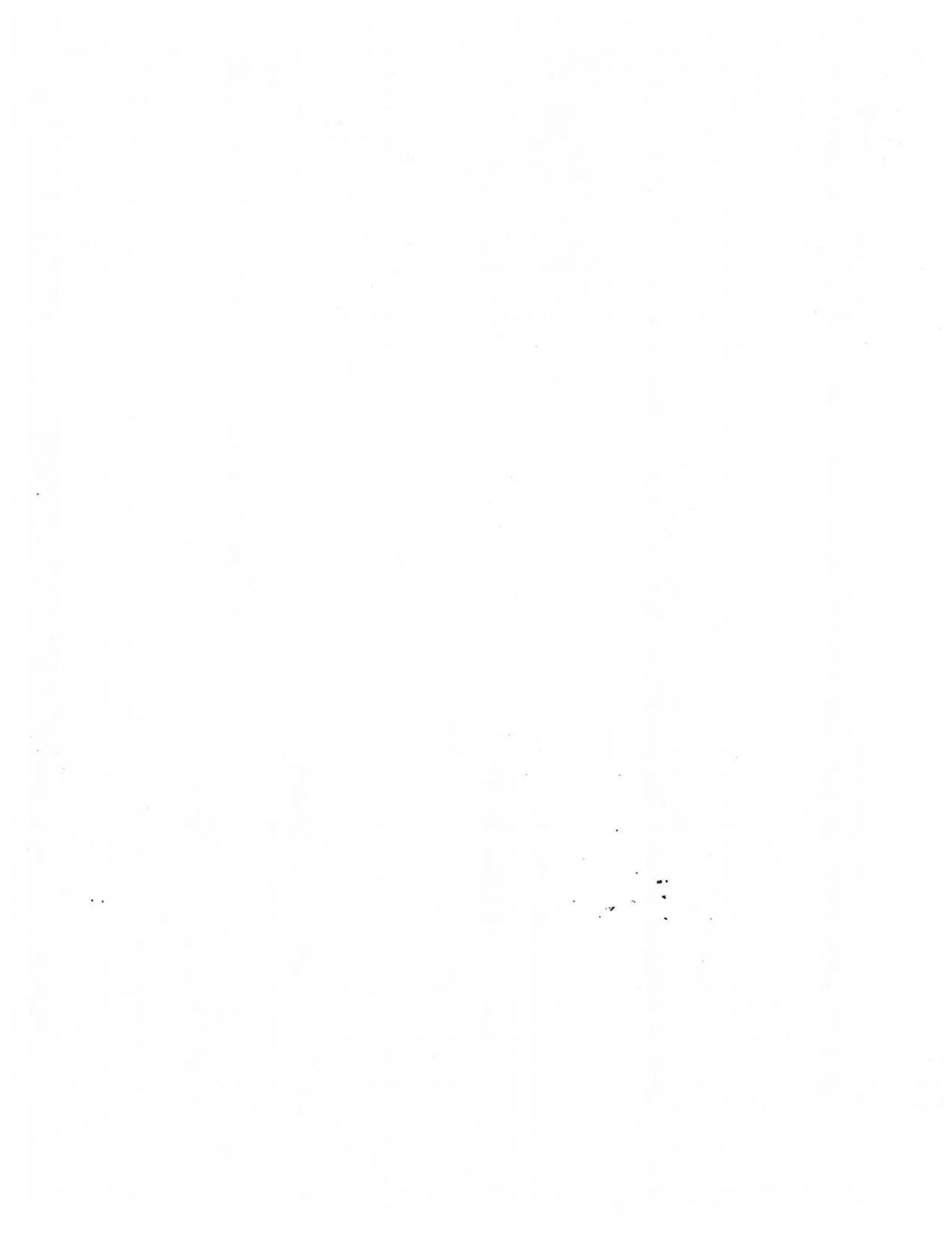
Permit	Date	CD	Description	%	Amount

Notes: OC=1, EXLVJUN=0000000, PLUMB= 1, PLUMBI=0005000



ID	Type	Dims	Size	Features	Rate	Base Value	Unit	Grade	Adjust Reason	ADJST FACTR	Year	BLT/REM/ENH	BOR	Trend	Final Value
2	02F-DET FRAME GA*	40 X 32	1,280	05,36	26.13	33,450	1	100%		1996/	1996/	/1996			18,400
2	BUILDING TYPE = '33', SHB+CONSFTXFT = '032X40', SIZE = '1280', UNIT RATE = '100%', YRYY OR YEARCOND = '1996VG', REPLA VALUE = '14780', PHY DPR = '40', FNC DPR = ''														VALUE =
3	27-CANOPY	34 X 16	544	8.00	4,352	1	100%			1996/	1996/	/1996			2,180
3	BUILDING TYPE = '11', SHB+CONSFTXFT = '10X40', SIZE = '400', UNIT RATE = '100%', YRYY OR YEARCOND = '1996GD', REPLA VALUE = '3080', PHY DPR = '70', FNC DPR = ''														VALUE = '920'
4	17PP-POOL-PP		707		0.00	0	1	100%		2020/	2020/	/2020			0
															0
<b>Total</b>													<b>20,580</b>		

Date	Name of Previous Owner	Sales Amount	Deed Type	Valid	Parcels	LO	Conveyance
05/01/2025	TALKINGTON MIKE & ANDREA	432,000.00	WARRANTY DEED	Y	1	N	254
07/11/2003	* NOT ON FILE *	220,000.00	WARRANTY DEED	N	1	N	1
05/22/1996	* NOT ON FILE *	22,000.00	WARRANTY DEED	N	1	N	1







# Parcel

**Parcel Number**

31-0001628.000 (website)

**Legal**

7 16 10 PT NE 10.072A

**Owner**

PETERSEN HERITAGE INVESTMENTS LLC

**Location**

7325 HERITAGE NW RD

**Acres**

10.0700

**Programs**

OOC

Date ▲	Public	Style	Attached To	Notes
05/01/2025	N	General	Transfer on 05/01/2025	Transfer from TALKINGTON MIKE & ANDREA to PETERSEN HERITAGE INVESTMENTS LLC New Ownership: Yes
05/01/2025	N	General	2026 Owner Occupancy Credit	APPLICATION FROM CONVEYANCE # 254
10/27/2021	N	General	Parcel	PER FIELD REVIEW 10/15/21 - ADDED PP POOL - NO VALUE CHANGE TY21 - VM



Date ▲	Public	Style	Attached To	Notes
06/01/2004	N	General	Parcel	6/1/04 REPRICED PER SALE LAND FR \$2100A TO \$3000A PER ELV-CJH EQ04AGRES: 8% LAND 8% IMP 3060 LAND 12780 IMP 7/17/18 REAPP 19 BN-VM ***** TRUE CASH VALUE ***** ASSESSED VALUE ***** YEAR REASON CODE LAND BUILDING TOTAL LAND BUILDING TOTAL 2000 REAL VAL 25430 132510 157940 8900 46380 55280 2001 ANN. EQUAL 30050 159710 189760 10520 55900 66420 2004 ANN. EQUAL 38220 159710 197930 13380 55900 69280 2004 ANN EQUAL 41280 172490 213770 14450 60370 74820 2007 ANN. EQUAL 43750 183180 226930 15310 64110 79420

07/11/2003 N General Parcel OWNER: TALKINGTON MIKE & ANDREA J/S, 7325 HERITAGE RD, MAGNOLIA



EXHIBIT  
17

7125

31-0001628.003

31-0001628.000

7225

7325

HERITAGE RD. N.W.

7340

7364

X

