

SUBJECT PROPERTY

Parcel ID: A01000200320014200	Taxing District: BATH TWP FAIRBORN CSD
Owner Name: ZIMMERMAN DESIRAE ETAL	Acres: 5.5660
Property Address: DAYTON YELLOW SPRINGS RD	Class: RESIDENTIAL
Mailing Address: 35 NIGHTINGALE TRL ENON OH 45323	Land Use: 501 <u>Land Use Codes</u>
Description: 8-3-1 DAYTON Y S RD	Neighborhood Code: 00122000 Zoning: Delinquent Taxes Due: \$0.00



Enlarge P
Enlarge P

General Property Details

	Value Details APPRAISED	ASSESSED (35%)
IMPROVEMENT VALUE	\$0.00	\$0.00
LAND VALUE	\$57,910.00	\$20,270.00
TOTAL VALUE	\$57,910.00	\$20,270.00
CAUV (FARM) VALUE	\$0.00	\$0.00

Improvement Details - Additions					
LOWER	FIRST	SECOND	THIRD	AREA	VALUE
No data to display					

Out Building Improvement Details			
OBY DESCRIPTION	YEAR BUILT	AREA	VALUE
No data to display			

Land Details						
TYPE	DESCRIPTION	EFFECTIVE FRONTAGE	DEPTH	SQ FOOTAGE	ACRES	VALUE
ACREAGE	Secondary Site			43560	1.0000	29600
ACREAGE	Residual			198895	4.5660	28310

Agricultural Details				
SOIL TYPE	SOIL DESC	USE TYPE	ACRES	AGRICULTURAL USE VALUE
No data to display				

Greene County
Circuit Court

PROBATE COURT OF GREENE COUNTY, OHIO
THOMAS M. O'DIAM, JUDGE

2016 SEP -8 PM 2:24

ESTATE OF Daniel D. Zimmerman, DECEASED
CASE NO. 43357-15-173

CERTIFICATE OF TRANSFER
NO. 15

014749

[Check one of the following]

Decedent died intestate.

Decedent died testate.

Decedent died on January 15, 2015 owning the real property described in this certificate. The persons to whom such real property passes by devise, descent or election are as follows:

Name	Residence Address	Transferee's Share of decedent's Interest
Desirae Zimmerman	35 Nightingale Trail Enon, Ohio 45323	50%
Tarren M. Huddleston	41 S. Broad Street Fairborn, Ohio 45324	50%

003885
 TRANSFERRED
 PEN 31020.0.R.C.
 16 SEP - 2 AM 10:40
 FEE EXEMPT
 GREENE COUNTY AUDITOR

2016 SEP - 6 AM 8:38
 END OF SEARS
 GREENE CO. RECORDER
 XENIA, OH.

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[Complete if applicable] The real property described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse, _____ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

The legal description of decedent's interest in the real property subject to this certificate is: [use extra sheets if necessary]

See legal description attached as Exhibit W

Prior Instrument Reference: see attached

Parcel No.: see attached

This instrument was prepared by: Pickrel, Schaeffer & Ebeling, LPA - 2700 Kettering Tower, Dayton, Ohio 45423

ISSUANCE

This Certificate of Transfer if issued this 8 day of April, 2016

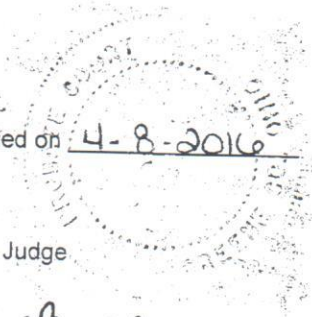
Thomas M. O'Diam

Thomas M. O'Diam, Probate Judge

AUTHENTICATION

I certify that this document is a true copy of the original Certificate of Transfer No. 15 issued on 4-8-2016 and kept by me as custodian of the official records of this Court.

Thomas M. O'Diam, Probate Judge



By: Valerie E. Bell
Deputy Clerk

Date

4-8-2016

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EXHIBIT W

Situate in Section 1, Town 3, Range 8, M.R.S., Bath Township, Greene County, Ohio and being part of a 163.638 acre tract conveyed to Belle Aire Development Corporation by deed recorded in Deed Volume 484, Page 786 in the Deed Records of Greene County, Ohio described as follows:

Beginning at a spike at the intersection of the centerlines of Dayton-Yellow Springs Road and State Route 235; thence North 78°-12' East with the centerline of Dayton-Yellow Springs Road 487.02 feet to a spike set at the true point of beginning of this description; thence North 4°-27'50" East (passing an iron pin set at 31.25 feet) for 813.17 feet to an iron pin; thence North 85°-32'-10" West 372.90 feet to an iron pin; thence North 5°-08'-28" East 600.00 feet to an iron pin set in the North line of said 163.638 acre tract and in the south line of Greene Country Club lands as recorded in Volume 314, Page 226 in the Deed Records of said County; thence South 85°-32'-10" East with said north and said south lines 100.00 feet at an iron pin; thence South 26°-37'-41" East 700.61 feet to an iron pin; thence South 4°-27'-50" West (passing an iron pin set at 753.91 feet) for 785.16 feet to a spike in the centerline of aforesaid Dayton-Yellow Springs road; thence South 78°-12' West with said centerline 100.00 feet to the point of beginning; containing 5.679 acres, more or less, subject however to all legal roads, easements, restrictions and conditions of record.

(Tract No. 2 containing 5.679 acres, a/k/a Belle Meade Woods.)

(The above described real estate is being conveyed subject to covenants which are to run with the land on a permanent basis and which are attached hereto, marked "Exhibit A" and incorporated herein by reference, the grantees to abide by the covenants as set forth.)

EXCEPTING THEREFROM:

Situated in the State of Ohio, County of Greene, Township of Bath, being in the southeast quarter of Section 7, Township 3, Range 8, and being more particularly described as follows:

Being a parcel of land lying on the left side of the centerline of Dayton-Yellow Springs Road, which is part of GRE-235-3.85 made by the Ohio Department of Transportation as recorded in Plat Cabinet _____, Page _____ of the records of Greene County and being located within the following described points in the boundary thereof:

Commencing at the southwest corner of the southwest quarter of Section 1,

Thence, along south line of said Section 1, North 84 degrees 45 minutes 29 seconds East for a distance of 797.07 feet to the southeast corner of a 5.250 acre tract of land conveyed to Norman H. Sherman, Jr., by Deed Volume 497, Page 751 in the records of Greene County and the southwest corner of a 6.978 acre tract of land conveyed to that grantor by Deed Volume 380, Page 819

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EXHIBIT W

Cont'd

in the records of Greene County, said point being 0.73 feet right of State Route 235 centerline station 187+99.32;

Thence, along the east property line of said 5.250 acre tract and the west property line of said 6.978 acre tract, North 22 degree 50 minutes 01 seconds West for a distance of 1283.69 feet to the northwest corner of the tract herein described, said corner also being the intersection of Dayton-Yellow Springs Road and State Route 235, said corner being at Dayton-Yellow Springs Road centerline station 235+70.00 & State Route 235 centerline station 200+83.01;

Thence along the north property line of said 6.978 acre tract and the south property line of a 5.423 acre tract of land conveyed to Stanley W. Chaffee by Deed Volume 108, Page 335 in the records of Greene County, North 78 degrees 09 minutes 12 minutes East for a distance of 171.63 feet to a point in Dayton-Yellow Springs Road, said point being at 0.50 feet left of centerline station 237+41.63, said point also being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence, along the west property line of the tract herein described and the east property line of said 5.423 acre tract, North 05 degrees 09 minutes 01 seconds East for a distance of 51.71 feet to an iron in set at 50.00 feet left of centerline station 237+56.61;

Thence, leaving said property line, North 78 degrees 19 minutes 14 seconds East for a distance of 516.20 feet to an iron pin set on the east property line of the tract herein described and the west property line of a 7.063 acre tract of land conveyed to Jane L. Zimmerman by Deed Volume 1265, Page 812 in the records of Greene County, said pin set at 50.00 feet left of centerline station 242+72.80;

Thence, along said property line, South 04 degrees 27 minutes 53 seconds West for a distance of 51.48 feet to the southeast corner of the tract herein described and the southwest corner of said 7.063 acre tract, said corner being at .55 feet left of centerline station 242+58.49;

Thence, along the south property line of the tract herein described and north property line of a 5.329 acre tract of land conveyed to Robert J. Kemp & Patricia R. Kemp by Deed Volume 733, Page 557 in the records of Greene County, South 78 degrees 18 minutes 39 seconds West for a distance of 379.84 feet to the north west corner of said 5.329 acre tract and an angle point in said south property line, said point being at 0.49 feet left of centerline station 238+78.65;

Thence, along said south property line and the north property line of said 6.978 acre tract, South 78 degrees 19 minutes 31 seconds West for a distance of 137.01 feet to the point of beginning containing 0.587 acres.

Of the above described tract, 0.114 acres is located in Auditor's Permanent Parcel Number A01000200320014100, which includes 0.067 acres in the present road occupied; 0.113 acres in

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EXHIBIT W

Cont'd

Auditor's Permanent Parcel Number A01000200320014200, which includes 0.68 acres in the present road occupied; 0.360 acres in Auditor's Permanent Parcel Number A01000200320014300, which includes 0.214 acres in the present road occupied.

The above description was prepared, under the supervision of, and reviewed on May 23, 2002 by Richard F. Mathias, Professional Surveyor Number 7798.

This description is based on a survey provided to Lockwood, Lanier, Mathias & Noland, Inc., by the Ohio Department of Transportation, District 8, in 2001.

Grantor claims title by instrument (s) recorded in Deed Volume 332, Page 561 in the Records of Greene County, Ohio.

The basis of bearings in this description are based on an assumed meridian and are for the purpose of angular measurement only.

Monuments referred to as iron pins set are 3/4 inch diameter x 30 inch long iron bars with a 1-1/2 inch diameter aluminum cap marked "ODOT R/W, DISTRICT 8". The stations referred to herein are from centerline of right-of-way of State Route 235 as found on O.D.O.T. right-of-way plan GRE-235-3.85.

Commonly known as: Dayton Yellow Springs Rd., Bath Township, OH
Parcel ID No.: A01000200320014200

Deed Reference: Volume 319, Page 727

Survey Recorded In
Greene County Surveyors
Record No. 21 Page 147

Handwritten initials and number:
182916

Description Check
Greene County Engineer's Tax Map Dept.
 Legally Sufficient As Described
 Legally Sufficient With Corrections Noted
 Legally Insufficient, New Survey Required
Date: 4/15/02 By: [Signature]
Pg ID Dist: A01 BK 2 PG 32 PAR 142

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Exhibit A to Exhibit W

Covenants

1. These covenants shall be enforceable by injunction or otherwise by the Grantor, its successors or assigns.
2. Invalidation of any one of the covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
3. No animals, livestock or poultry of any kind shall be raised, bred or kept except that dogs and cats or other small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, except three (3) horses or three (3) ponies or a total of three (3) may be kept on any tract.
4. No noxious or offensive activity shall be carried on, nor shall anything be done, placed or stored thereon which may be or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort or serenity of the occupants of neighboring properties. No motor bikes, mopeds or motorcycles may be ridden on the premises.
5. The residence exterior shall be covered with brick or stone. Roof shall be covered with composition or asphalt shingles or approved built-up roofing. Roll roofing is not permitted. Any building shall be fully completed within a period of one year from the time of beginning, and must be completed before being occupied.
6. No trailer, cabin, tent or shack is permitted on this land, nor is any basement, garage or other out building of any kinds to be used as temporary or permanent resident.
7. The dwelling shall have a private sewerage disposal system. The Greene County Health Department shall have full authority governing construction of the septic system, location of the septic tank, leaching field and the house.
8. No sod, earth, sand, gravel, stone or trees shall be removed from the tract to the injury of the value or appearance of the tract.
9. No unused building material, junk or rubbish shall be left exposed on the tract except during actual building operations.
10. No worn out or discarded unlicensed automobiles, machinery, household appliances or vehicles or parts thereof shall be stored on the tract and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material. Commercial cars, house trailers, mobile homes, campers, boats, motor homes and trucks must be parked in an enclosed garage overnight and not allowed to remain in front, back or side of the tract at any time.
11. The premises must be kept neat and clean, the buildings well painted and weeds and underbrush must be kept under control at all times. Vacant tracts must be mowed annually.
12. All land shall be known and used as residential home site as permitted by Township and County zoning.

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Exhibit A to Exhibit W
Cont'd

13. No single residence shall be erected or placed on the tract having a living ground floor area of less than 2,000 square feet for full basements and non-basement single story house, plus garage. Full two story houses shall have a minimum of 1,300 square feet of living area each floor, plus garage. Split level house shall have a minimum living area of 2,700 square feet plus garage.
14. No noxious or offensive trade shall be carried on upon this land, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood.
15. No business is permitted.
16. No building shall be constructed nearer than 150 feet from the front property line.
17. A barn may be constructed consisting of a maximum of 660 square feet, to be built directly behind the residence and no closer than 100 feet from any boundary line.
18. No more than one single family residence may be built on any one tract.
19. No tract shall be sub-divided.
20. If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other persons owning any other tract in Belle Meade Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

INTERNET

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