

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 31, 2023 11:51 AM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1364441

MT AIRY OAKS
CONDOMINIUM
ASSOCIATION INC
vs.
ACCENTI TECH SOLUTION
INC

A 2303719

FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)
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EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

MT. AIRY OAKS CONDOMINIUM CASE NO.

ASSOCIATION, INC.

c/o Towne Properties JUDGE

11840-C Kemper Springs Drive

Cincinnati, Ohio 45240

Plaintiff,

v.

ACCENTI TECH SOLUTION, INC. COMPLAINT FOR FORECLOSURE

c/o Rodney L. Cook, Statutory Agent

3963 Brandenburg Lane Cincinnati, Ohio 45213

Also serve at: 2457 Aldermont Court

2457 Aldermont Court Cincinnati, Ohio 45239

and
WITH NOTICE UNDER THE FAIR
DEBT COLLECTION PRACTICES ACT

PPN: 228-0004-0196-00

Cincinnati, Ohio 45239

DOMINION FINANCIAL SERVICES, LLC 32 South Street

Baltimore, MD 21202

Also serve at: 1029 N. Calvert Street Baltimore, MD 21202

Defendants.

Plaintiff Mt. Airy Oaks Condominium Association, Inc., by and through counsel, states for its Complaint against Defendants as follows:

FIRST CLAIM

- 1. Plaintiff Mt. Airy Oaks Condominium Association, Inc. (hereinafter "Mt. Airy COA") is an Ohio non-profit corporation organized to administer and maintain the property known as the Mt. Airy Oaks Condominiums.
- 2. Accenti Tech Solution Inc. is presently the title holder of the property known as 2457 Aldermont Court, Cincinnati, Ohio 45239 (*hereinafter "Property"*).
- 3. Pursuant to the Declaration of Condominium Ownership (hereinafter "Declaration"), for Mr. Airy COA recorded in Volume 8632, Page 3755 of the Deed Records of Hamilton County, Ohio, all property owners are required to pay assessments.
- 4. There is due to Plaintiff the sum of \$4,048.00 for homeowner assessments and late fees due and owning through August 11, 2023, plus any amounts due for continuing assessments and fees, plus \$40.00 per month for late fees on assessments not paid when due, plus the legal fees associated with the preparation and filing of the assessment lien on the property, and all other collection costs and fees incurred herein.
- 5. A true and accurate copy of page one of the Declaration as well as Article X captioned "Common Expenses and Assessments" and Article XI captioned "Assessments" is attached hereto as Exhibit "A"; and the entire Declaration is of record with the Hamilton County Recorder at Volume 8632, Page 3755. (A copy of the entire Declaration is not attached; however it is filed with the Hamilton County Recorder and constructive notice of its existence and contents is deemed to have been given to the "whole world" pursuant to Ohio Revised Code 1301.401(B); due to its size, it is impractical and economically inefficient to attach and serve on multiple parties, especially in view of Defendant's ultimate obligation for such costs; and; upon belief that Defendant already possesses a copy).

6. In accordance with Article XI of the Declaration, Plaintiff has a continuing lien for

unpaid assessments upon the Property located at 2475 Aldermont Court, Cincinnati, Ohio 45239.

7. In addition to the Declaration authorizing the Association to take legal action to

collect all unpaid assessments, Ohio Revised Code § 5311.18 further authorizes condominium

associations to file foreclosure lawsuits to foreclose on its lien for unpaid assessments.

8. Defendant is in default; and as of August 11, 2023, owed the Association \$4,048.00

in unpaid homeowner assessments, late fees, legal fees and special assessments.

9. A true and accurate copy of the Defendant's owner's ledger is attached as Exhibit

"B".

10. Defendant Accenti Tech Solution, Inc. shall further owe all costs, reasonable

attorney's fees and other charges as allowed by law to collect the delinquent assessments.

11. Plaintiff caused a Certificate of Lien to be recorded with the Hamilton County

Recorder on November 16, 2022 at Volume 14795, Page 01158.

12. A true and accurate copy of the Certificate of Lien filed by the Plaintiff against the

subject Property is attached hereto as Exhibit "C".

13. Said lien including costs constitute a valid and subsisting lien on the Property

described as follows:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio. and being Unit Number(s) 3D of Mt, Airy Oaks Condominiums, Phase 15 as set forth in Plat Book 379, Page 73 and 74 of the Plat Records of Hamilton County, Ohio. The Declaration and By-Laws for which condominium are

recorded in Official Record Volume 8632, Page 3755 of the Deeds Records of Hamilton County. Ohio, together with the percentage of ownership in the Common Areas and facilities declared by the Declaration to be an appurtenance to the above Unit as the Declaration may be amended from time to time, which percentage interest shall automatically change in accordance with the amended

time, which percentage interest shall automatically change in accordance with the amended Declarations as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Areas and facilities described in such amended Declarations and shall be deemed to have been conveyed effective on the recording of each such amended Declaration

as though conveyed hereby.

Subject to easements and restrictions of record, if any.

Commonly known as: 2457 Aldermont Court, Cincinnati, OH 45239

Auditor's Parcel No. 228-0004-0196-00

- 14. The Hamilton County Treasurer, may have or claim to have some interest in or lien upon the premises which is the subject of this action by reason of real estate taxes due or to become due on the property.
- 15. Defendant Dominion Financial Services, LLC, as identified in the Complaint, may claim to have some interest in the premises as set forth in the Preliminary Judicial Report being attached hereto as Exhibit "D"

SECOND CLAIM

- 16. Plaintiff Mt. Airy Oaks Condominium Association, Inc., re-alleges Paragraphs 1 through 15 as if fully rewritten and incorporated herein.
- 17. Pursuant to §5312.12(C)(1) of the Ohio Revised Code, Plaintiff Mt. Airy Oaks Condominium Association, Inc. is entitled to receive reasonable rents from Defendant Accent Tech Solution Inc. during the pendency of this action and the appointment of a receiver to collect said rent.
 - 18. A reasonable rent for the premises is \$2,000.00, per month.

WHEREFORE, Plaintiff Mt. Airy Oaks Condominium Association, Inc. respectfully requests that this Court enter judgment as follows:

- A. That Plaintiff Mt. Airy Oaks Condominium Association, Inc.'s Certificate of Lien be declared valid and subsisting liens on the subject premises and that Plaintiff be awarded a money judgment for all unpaid assessments, late fees, legal fees and special assessments;
- B. That all Defendants be required to set forth their interest or claims in the subject premises or be barred;
- C. That the lien on the property be marshalled;

- D. That all of Plaintiff Mt. Airy Oaks Condominium Association, Inc.'s costs, including all costs associated with collections, liens, court costs, title costs, late charges, interest and all reasonable attorney fees incurred herein, be paid from the proceeds of the sale according to its priority.
- E. That Plaintiff be granted an Order to collect a reasonable rent from the Property to Plaintiff Mt. Airy Oaks Condominium Association, Inc. during the pendency of this action and that a receiver be appointed to collect said rental.

Respectfully submitted,

/ s / Joseph L. Beyke

Joseph L. Beyke (0078115) Ryan R. Blindauer (0093840) Beyke Law, LLC 8561 S. Mason-Montgomery Road, Suite 28 Mason, Ohio 45040 (513) 346-2836 / Fax: (513) 204-7900 jbeyke@beykelaw.com rblindauer@beykelaw.com

CERTIFICATION

The undersigned hereby certifies that an examination of the public records of Hamilton County, Ohio has been made to determine the ownership of subject real estate and all parties who may claim an interest therein, and that, in my opinion of the undersigned, all such parties have been named as parties to this action.

/ s / Joseph L. Beyke

Joseph L. Beyke (0078115)

TO THE CLERK:

Please serve Summons and the within Complaint on the Defendants at the addresses as specified in the caption by **certified U.S. mail**, return receipt requested.

/ s / Joseph L. Beyke

Joseph L. Beyke (0078115)

THIS IS AN ATTEMPT TO COLLECT DEBT FROM A DEBT COLLECTOR. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THIS PURPOSE.

NOTICE THE FOLLOWING NOTICES ARE PROVIDED PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT.

If your name appears in the attached document, the following notice may apply to you.

- 1. The amount of the debt is stated in the enclosed document, and as of August 11, 2023 was \$4,048.00.
- 2. The Plaintiff Mt. Airy Oaks Condominium Association, Inc. is the creditor to whom the debt is owed.
- 3. Unless you notify us of a dispute in the validity of this debt or any part of it, we will assume that this debt is valid. You must notify us of the dispute within thirty (30) days after you receive this notice.
- 4. If you notify us that you dispute this debt or any part of it, we will obtain verification or judgment against you. We will mail a copy of the verification or judgment to you. You must notify us in writing. You must notify us within thirty (30) days after you receive this notice
- 5. We will provide to you the name and address of the original creditor if this is different from the current creditor. You must request this in writing. You must request this within thirty (30) days after you received this notice.
- 6. Beyke Law, LLC is a debt collector, which is attempting to collect a debt for the identified creditor, and any information obtained will be used for that purpose.
- 7. Written requests should be addressed to Beyke Law, LLC, 8561 S. Mason-Montgomery Road, Suite 28, Mason, Ohio 45040.



949572 - Phase 1

946673- Phase 2

HENECCH PREN GROVE HENELTON COUNTY RECORDER Boc 8: 1 - 124417 Types 8E Filesto7/16/2001 2:534:58 PM 1 330.00 Q1/LRec. 1 8632 3725 F 569 81 648

DECLARATION

946074-VAJES PHASES I, II, and III

This will certify that copies of the Declaration of Mt. Airy Oaks Condominiums, Phases I, II and III, together with the attached Drawings, By-Laws and other Exhibits have been filed in the office of the County Auditor, Hamilton County, Ohio this <u>171</u> day of <u>Jure</u>, 2001.

Dec: 8B 361 PGS 95-100

HAMILTON COUNTY AUDITOR

Hard for the prof Sec. Sec 319 202 RC Company By: Count Baules

HAMILTON COUNTY, OND 3-00

This instrument prepared by:

Stephen R. Hunt, Esq. Aronoff, Rosen & Hunt 2400 Firstar Tower 425 Walnut Street Cincinnati, Ohio 45202 (513) 241-0400 THIS DOCUMENT HAS BEEN:

STORIVED JUHZ 7, 200

TERED CB

.... PO FEAT BOOK......PACE.....

Examined & Compliance with Sec. 319.202 R.C. Consequence is example from the under Sec. Sec. 319.54 (7) &

> DUSTY RHODES HAMILTON COUNTY, OHIO

Separtural & Compilance mits Sec. 319 (NO P. C. Commission in George from the sector Sec. Sec. 31a 64 (4) &

SHAMI FOR

8632

3755

DUSTY RHODES HAMILTON COUNTY, OHIO 2.00

and along any portion of the Common Areas provided that it shall be a condition precedent to the use and enjoyment of any such easement that the owner or owners of land benefitted thereby (other than the Association) shall, at their expense, restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

(f) <u>Easements of Record</u>. The Condominium Property shall be subject to all utility, roadway and drainage easements of record.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage of reference to such easements.

ARTICLE X

COMMON EXPENSES AND ASSESSMENTS

Section 10.01: Division of Common Profits and Expenses. In accordance with O.R.C. Section 5311.21, the common profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentage of interest in the Common Areas of their respective Units. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use of enjoyment of any of the Common Areas or by the abandonment of his Unit. Notwithstanding the above, the Association may bill Unit Owners for such Unit Owners' share of separately metered utilities.

Section 10.02: Liability for Assessments Upon Voluntary Conveyance. The grantee shall assume, and agree to pay all unpaid assessments and charges levied by the Association against the grantor, and his Unit's share of Common Expenses up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

However, any such the grantee shall be entitled to a statement from the Association setting forth the amount of all unpaid assessments and charges against the grantor due the Association, which statement shall be binding upon the Association as to the total liability due from said the grantor and his Unit, as of the date of said statement.

18

ARTICLE XI

ASSESSMENTS

Section 11.01: General. Annual assessments for the maintenance and repair of the Common Areas and for the insurance, real estate taxes and assessments of the Common Areas together with the payment of the Common Expenses, and reserve for contingencies and replacement, shall be made in the manner provided herein and in the By-Laws. As provided in Section 11.12, there shall be established a working capital fund for the initial months of the Condominiums operation equal to two (2) times the monthly Common Area assessment for each individual Unit. The annual assessments may be made payable on a monthly basis.

<u>Section 11.02: Special Assessment - Capital Improvements.</u> In addition to the monthly assessments authorized in Section 11.01, the Association may levy in any assessment year special assessments applicable to that year only for the following purposes:

- (a) defraying part or all of the Common Expenses as to the cost of reconstruction, repair, or replacement of capital improvements on the Common Area or on Association property, and the construction or purchase of new capital improvements, in each instance including personal property and fixtures;
 - (b) defraying costs of repair and restoration as referred to in Article V.

Such special assessments for capital improvements may be levied only upon the affirmative vote of a majority of the voting power of the Association at a meeting duly called for that purpose, except that these such expenses and expenses of the Association in connection with a loss under the insurance coverage and the disbursement of funds thereby shall be an assessment against all Unit Owners in case of damage to or destruction of the Common Areas, and such assessment shall not require a vote of the members of the Association. The Board shall determine the procedure for the payment of special assessments.

Section 11.03: Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner). Any such assessment shall become due and payable on such date as the Board determines and gives written notice to the Unit Owner subject thereto.

Section 11.04: Late Charges. The Association may impose a charge against any Unit Owner who fails to pay any amount assessed by the Association against him or his Unit within ten (10) days after the date of such assessment and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessment in an amount of Two Dollars (\$2.00) per day for every day after the expiration of such ten (10) day period.

19

Section 11.05: Non-Use of Facilities. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

Section 11.06: Lien of Association. The Association shall have a lien upon the estate or interest of the Owner in any Unit and the appurtenant percentage of interest in the Common Areas for the payment of the portion of the Common Expenses chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a Certificate of Lien is filed for record in the office of the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Trustees. The Certificate shall contain a description of the Unit, the name of the record Owner, and the amount of the unpaid portion of the Common Expenses and shall be subscribed by the President, an other chief officer of the Association, or the Association's duly authorized agent. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mongages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. All assessments and charges, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of the Unit when the same fell due.

Section 11.07: Priority of Association Lien. The lien provided for in Section 11.06 is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President or other chief officer pursuant to authority given to him by the Board of Trustees. In the foreclosure action the Owner of the Unit affected shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action, the Association, or its agent, duty authorized by action of the Board of Trustees is entitled to become a purchaser at the foreclosure sale.

Section 11.08: Disputes as to Common Expenses. A Unit Owner who believes that the portion of the Common Expenses chargeable to his Unit, for which a Certificate of Lien has been filed by the Association, has been improperly charged against him or his Unit, may, pursuant to O.R.C. Section 5311.18 (C), commence an action for the discharge of the lien in the Court of Common Pleas of Hamilton County, Ohio. In the action, if it is finally determined the portion of the Common Expenses has been improperly charged to the Owner or his Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

Section 11.09: Purchaser at Foreclosure Sale Subject to Declaration, By-Laws, Rules and Regulations of the Association. Any purchaser of a Unit in a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration, the By-Laws and the Rules and Regulations.

Section 11.10: Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgage of a first mortgage of record or other purchaser of a Unit as a result of judicial execution acquires title to the Unit pursuant to the remedies in the mortgage or as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Any such lien against such Unit shall be canceled and voided, and shall become unenforceable. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Owners of all of the Units, including that of such acquirer, his successors and assigns.

Section 11.11: Date of Commencement of Assessments. The full monthly assessment provided for herein shall commence as of the first day of the first month following the date the Declaration is filed for record or at such other date as determined by the Association. This commencement date shall apply to monthly assessments, special assessments for capital improvements and to special individual Unit assessments. Except as provided in this Section, Declarant or the Developer shall assume the rights and obligations of a Unit Owner in its capacity as Owner of Condominium ownership interests not yet sold, including the obligation to pay Common Expenses attaching to such interests, from the date the Declaration is filed for record.

Section 11.12: Assessment at Closing. At the closing, each purchaser of a Unit is required to pay a prorata share of the condominium assessments due in the month of closing. Additionally, at the time of such closing, the purchaser of such Unit is required to pay a sum equal to two (2) times the monthly condominium assessment due on his Unit as such purchaser's initial contribution to the working capital of the Association. This amount will be used by the Association for its operating expenses. Such payment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account.

ARTICLE XII

EXEMPT PROPERTY

Section 12.01; Exempt Property. The following property, subject to this Declaration, shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority or granted to and used by a utility company.
 - (b) The Common Areas.



LEDGER

Date 08/11/2023

Accenti Tech Solution, Inc.

Owner

t1732372

Property

RE:2457 Aldermont Ct Attn: Rodn... Status

Current

Mt. Airy Oaks Condomini...

3963 Brandonburg Ln

From

08/03/2022

Total Fees

255.00

Cincinnati OH 45213

To

Deposit

<u>9694</u>

Office

Home

0.00

Legal

From

Previous Year

Age As Of

08/11/2023

Correspondence

Excel

			<u>_</u>			•
Date ·	Description	Unit	Charges	Payments	Balance	Chg/Rec
09/01/2022	feeinc-August Association Fee	AC2457	235.00		235.00	C-20942045
09/01/2022	feeinc-September Association Fee	AC2457	235.00		470.00	C-20942048
09/02/2022	Chk# 271948 - Check Only RD			235.00	235.00	R-30316997
09/11/2022	latecoa-Late Fee	AC2457	40.00		275.00	C-20952043
10/01/2022	feeinc-Association Fee (10/2022)	AC2457	235.00		510.00	C-21017091
10/11/2022	latecoa-Late Fee	AC2457	40.00		550.00	C-21110594
10/20/2022	latecoa-Credit Late Fees	AC2457	(80.00)		470.00	C-21124527
11/01/2022	feeinc-Association Fee (11/2022)	AC2457	235.00		705.00	C-21188973
11/11/2022	latecoa-Late Fee	AC2457	40.00		745.00	C-21270539
11/16/2022	legal-Legal Fees Lien Admin Fee	AC2457	50.00		795.00	C-21273304
11/16/2022	legal-Legal Fees Lien Filed	AC2457	318.00		1,113.00	C-21274499
12/01/2022	feeinc-Association Fee (12/2022)	AC2457	235.00		1,348.00	C-21332340
12/11/2022	latecoa-Late Fee	AC2457	40.00		•	C-21411437
01/01/2023	feeinc-Association Fee (01/2023)	AC2457	255.00		1,643.00	C-21483634
01/11/2023	latecoa-Late Fee	AC2457	40.00		-	
01/11/2023	latecoa-01/2023 Late Fee Correction	AC2457	(40.00)		1,643.00	C-21645118
02/01/2023	feeinc-Association Fee (02/2023)	AC2457	255.00		1,898.00	C-21676431
02/11/2023	latecoa-Late Fee	AC2457	40.00		1,938.00	C-21792514
03/01/2023	feeinc-Association Fee (03/2023)	AC2457	255.00		2,193.00	C-21861862
03/11/2023	latecoa-Late Fee	AC2457	40.00		2,233.00	C-21962800
03/11/2023	Isadmin-Late Statement Chg Late Fee Statement Charge	AC2457	5.00		2,238.00	C-21983891
03/27/2023	wofchg-Warning of Foreclosure Admin Fee	AC2457	75.00			
03/27/2023	legal-Legal Fees Foreclosure warning letter	AC2457	50.00		2,363.00	C-22007820
04/01/2023	feeinc-Association Fee (04/2023)	AC2457	255.00		2,618.00	C-22039784
04/11/2023	latecoa-Late Fee	AC2457	40.00		2,658.00	C-22154239
05/01/2023	feeinc-Association Fee (05/2023)	AC2457	255.00		2,913.00	C-22227799
05/11/2023	latecoa-Late Fee	AC2457	40.00		2,953.00	C-22323051
06/01/2023	feeinc-Association Fee (06/2023)	AC2457	. 255.00		3,208.00	C-22389785
06/11/2023	latecoa-Late Fee	AC2457	40.00		3,248.00	C-22482099
07/01/2023	feeinc-Association Fee (07/2023)	AC2457	255.00		3,503.00	C-22553898
07/11/2023	latecoa-Late Fee	AC2457	40.00		3,543.00	C-22669903
08/01/2023	feeinc-Association Fee (08/2023)	AC2457	255.00		3,798.00	C-22745304
08/11/2023	forechg-Foreclosure Charge Foreclosure Admin Fee	AC2457	250.00		4,048.00	C-22844208



Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0106356 Type: NOL
Filed: 11/16/22 12:50:50 PM \$34.00

Off. Rec.: 14795 01158 F 2 216



CERTIFICATE OF LIEN

Pursuant to the Declaration for Mt. Airy Oaks Condominium Association, Inc. recorded in Volume 8632, page 3755 of the Deeds Records of Hamilton County, Ohio and as subsequently amended and supplemented, the undersigned Mt. Airy Oaks Condominium Association, Inc. hereby certifies that the assessments for the Unit described are past due. The Association gives notice of its lien on the lot described as follows:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio. and being Unit Number(s) 3D of Mt, Airy Oaks Condominiums, Phase 15 as set forth in Plat Book 379, Page 73 and 74 of the Plat Records of Hamilton County, Ohio. The Declaration and By-Laws for which condominium are recorded in Official Record Volume 8632, Page 3755 of the Deeds Records of Hamilton County. Ohio, together with the percentage of ownership in the Common Areas and facilities declared by the Declaration to be an appurtenance to the above Unit as the Declaration may be amended from time to time, which percentage interest shall automatically change in accordance with the amended Declarations as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Areas and facilities described in such amended Declarations and shall be deemed to have been conveyed effective on the recording of each such amended Declaration as though conveyed hereby.

Subject to easements and restrictions of record, if any.

Being the same premises as previously described in OR Book 14778, Page 01403 of the Hamilton County, Ohio Records.

Parcel: 228-0004-0196-00

Property Address: 2457 Aldermont Court, Cincinnati, Ohio 45239

Owner's Name: Accenti Tech Solution, Inc.

CURRENT AMOUNT DUE: \$1,113.00 through 11/16/2022, plus continuing fees, costs and interest. Included in this balance is ATTORNEY FEES AND OTHER CHARGES of \$318.00.

This Certificate of Lien is made pursuant to Ohio Revised Code Section 5301.252 for the purpose of claiming an interest in the aforementioned parcel by way of a lien for delinquent assessments. For more information regarding this lien, please contact: Towne Properties at (513) 874-3737.

In Witness whereof, Mt. Airy Oaks Condominium Association, Inc., by its attorney has caused this instrument to be signed this 16th day of November, 2022.

State of Ohio County of Warren, SS

The foregoing instrument was acknowledged before me this 2022 by Joseph Langeyke, attorney for the Mt. Airy Oaks Condominium Association,

> Ryan Blindauer, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date

of keorporation, on behalf of the corporation. Inc., an Ohio

Sec. 147.03 R.C.

Notary ublic, State of Ohio

Instrument Prepared By:

Joseph L. Beyke, Esq. (0078115)

BEYKE LAW, LLC

8561 S. Mason-Montgomery Road, Suite 28

Mason, Ohio 45040

(513) 346-2836

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT

ORDER NO. 2023-08-0134

Guaranteed Party: Guarantee Party Address: City, State, Zip Code:

The Mt. Airy Oaks Condominium Association, Inc. c/o Towne Properties
11840C Kempersprings Drive
Cincinnati, Ohio 45240

c/o Beyke Law, LLC

Guarantee Amount Not to Exceed: \$4048.00

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, WESTCOR LAND TITLE INSURANCE COMPANY, (hereinafter the Company) hereby guarantees, in an amount as set forth above that it has examined the public records in Hamilton County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested as follows:

Accenti Tech Solution, Inc. - OR 14778/1403

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This report shall not by valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: August 30, 2023

Authorized Countersignature
StoneBridge Land Title Agency, Inc.

11340 Montgomery Road, Suite 212 Cincinnati, OH 45249 Agent ID: OH1043

PJR-1S OTIRB Preliminary Judicial Report-Schedules (OTIRB 4-15-10)

File No.: 2023-08-0134

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT

ORDER NO. 2023-08-0134

SCHEDULE A

DESCRIPTION OF LAND

Situated in the City of Cincinnati, County of Hamilton and State of Ohio. and being Unit Number(s) 3D of Mt, Airy Oaks Condominiums, Phase 15 as set forth in Plat Book 379, Page 73 and 74 of the Plat Records of Hamilton County, Ohio. The Declaration and By-Laws for which condominium are recorded in Official Record Volume 8632, Page 3755 of the Deeds Records of Hamilton County. Ohio, together with the percentage of ownership in the Common Areas and facilities declared by the Declaration to be an appurtenance to the above Unit as the Declaration may be amended from time to time, which percentage interest shall automatically change in accordance with the amended Declarations as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Areas and facilities described in such amended Declarations and shall be deemed to have been conveyed effective on the recording of each such amended Declaration as though conveyed hereby.

Subject to easements and restrictions of record, if any.

Commonly known as: 2457 Aldermont Court, Cincinnati, OH 45239

Auditor's Parcel No. 228-0004-0196-00

PJR-1S OTIRB Preliminary Judicial Report-Schedules (OTIRB 4-15-10)

File No.: 2023-08-0134

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT SCHEDULE B

ORDER NO. 2023-08-0134

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising there from:

- 1. Any encroachments, easements, discrepancies, conflicts in boundary lines, variations or shortages in area or content or any other facts which an accurate survey would disclose.
- 2. Rights or claims of parties in possession of all or part of the premises.
- 3. Roads, streams, ways, or easements, if any, not shown of the public record, riparian rights and title to any filled-in lands.
- 4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished.
- 5. Taxes and assessments are as follows:

Parcel No: 228-0004-0196-00 Total Assessed Value: \$40,170.00

Tax Year 2022

1st half is paid in the amount of \$1412.96. 2nd half is unpaid in the amount of \$1067.45.

Assessments: NA Prior Delinquency: \$

Taxes for the year 2023 are a lien on the property and not yet due and payable.

- 6. Mortgage in favor of Dominion Financial Services, LLC., (32 South Street, Baltimore, MD 21202), in the amount of \$123,500.00 granted by Accenti Tech Solution, Inc., filed October 21, 2022 in Volume 14778, page 1405 of the Official Record of Hamilton County, Ohio.
- 7. Certificate of Lien in favor of Mt. Airy Oaks Condominium Association, Inc., filed November 16, 2022 in Volume 14795, page 1158 of the Official Record of Hamilton County, Ohio.
- 8. Subject to the Declaration of Condominium for the Mt. Airy Oaks Condominium Association, Inc, as recorded in Volume 8632, page 3755, and as amended, of the Deeds Records of Hamilton County, Ohio.
- 9. Pending Breach of Contract Case A 2203980 filed in Hamilton County, Ohio Clerk of Courts.

PJR-1S OTIRB Preliminary Judicial Report-Schedules (OTIRB 4-15-10)

File No.: 2023-08-0134