

# PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

# **COMMON PLEAS DIVISION**

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1351700

CARRINGTON CROSSING CONDOMINIUM OWNERS ASSOCIATION vs. BRITTANY M MOTLEY A 2303249

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# IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

CARRINGTON CROSSING CONDOMINIUM	: Case No
OWNERS' ASSOCIATION, INC.	:
9916 Windisch Road	: Judge
West Chester, Ohio 45069	:
71	:
Plaintiff,	:
v.	: COMPLAINT FOR FORECLOSURE
BRITTANY M. MOTLEY	: Auditor's Parcel No. 621-0024-0025-00
410 Carrington Lane, Unit 310,	. Additor 31 arcer No. 021-0024-0025-00
Loveland, Ohio 45140	<ul><li>Property Address: 410 Carrington Lane,</li></ul>
Lovelana, omo 43140	: Unit 310, Loveland, Ohio 45140
and	· Ont 310, Loveland, Onto 43140
and	•
JOHN DOE, UNKNOWN SPOUSE, IF ANY, OF	: (FAIR DEBT COLLECTION NOTICE
BRITTANY M. MOTLEY, NAME UNKNOWN	: ATTACHED)
410 Carrington Lane, Unit 310,	:
Loveland, Ohio 45140	: (Praecipe for Service and Ordinary Mail
•	: Waiver Attached)
and	:
	:
US BANK NATIONAL ASSOCIATION	:
c/o CT Corporation System	:
4400 Easton Commons Way, Suite 125	:
Columbus, Ohio 43219	:
	:
and	:
	:
OHIO HOUSING FINANCE AGENCY	:
57 E Main St,	:
Columbus, Ohio 43215	:
	:
and	:
	:
US SECRETARY OF HOUSING AND URBAN	:
DEVELOPMENT	:
451 7 <sup>th</sup> St. S.W. Washington DC 20410	:
ALSO SERVE:	
US SECRETARY OF HUD	
US SECRETART OF HUD	ė.

c/o Ohio Attorney General

30 E. Broad St., 14th Floor Columbus, Ohio 43215

:

and :

STATE OF OHIO DEPT. OF TAXATION

4485 Northland Ridge Blvd., Columbus, Ohio 43229

:

and :

HAMILTON COUNTY TREASURER :

138 East Court Street : Cincinnati, Ohio 45202 :

Defendants. :

Now comes Plaintiff Carrington Crossing Condominium Owners' Association, Inc. (the "Association"), an Ohio not-for profit corporation, and for its Complaint against Defendants states as follows:

- The Association is an Ohio condominium association that manages the property and common areas of the Carrington Crossing Condominium in Hamilton County, Ohio.
- 2. Defendant Brittany M. Motley ("Motley") owns the following unit of the Association, which is located in Hamilton County, Ohio: 410 Carrington Lane, Unit 310, Loveland, Ohio 45140, of the Carrington Crossing Condominium, bearing Hamilton County Auditor's Parcel Number 621-0024-0025-00 (the "Property"), as more particularly described in the Lien herein.
- 3. By virtue of owning said Property, Defendant Motley is bound by the Association's Declaration of Condominium Ownership ("Declaration") as recorded in Deed Book 5690,

Page 0523, et seq. of the Hamilton County Recorder's Office and subsequent amendments thereto. A true and accurate copy of the relevant portions of the recorded Declaration which requires Defendant Motley to pay condominium assessments, as well as reasonable attorney fees and court costs, is attached hereto and incorporated herein by reference as **Exhibit A**. The full Declaration is available.

# **COUNT ONE**

### (Breach of Condominium Association Declaration and Foreclosure)

- 4. Plaintiff restates each and every allegation set forth above as if fully rewritten herein.
- 5. Pursuant to the Declaration and Ohio Revised Code §5311.18, Defendant Motley is obligated to pay a monthly condominium assessment for her unit to the Association each and every month, as well as any and all enforcement and other assessments, special assessments, plus late fees on assessments not paid when due, plus continuing common charges, interest, and Plaintiff's reasonable attorney fees and court costs. These amounts are due because of Defendant Motley's ownership of the Property, and she further owes Plaintiff continuing assessments, special assessments, attorney fees, costs, and late fees through Confirmation of Sale.
- 6. Despite the express provisions of the Declaration and Ohio Revised Code §5311.18,

  Motley has failed to pay the Association the monthly assessments as and when due.
- 7. As a direct and proximate result of Motley's breach of the Declaration, as of July 20, 2023, Motley owes the Association the sum of Three Thousand, Thirty-Seven and 83/00 Dollars (\$3,037.83) in delinquent fees and assessments, plus for each month thereafter beginning

August 1, 2023, Three Hundred Twenty-One and 21/100 Dollars (\$321.21) per month for continuing monthly assessments through Confirmation of Sale, plus late fees, continuing common charges, interest and an award of Plaintiff's reasonable attorney fees and costs through Confirmation of Sale, pursuant to the Declaration and Ohio Revised Code §5311.18.

# COUNT TWO (Execution Upon Lien and Foreclosure)

- 8. Plaintiff restates each and every allegation set forth above as if fully restated herein.
- 9. In accordance with the Declaration and Ohio Revised Code §5311.18, the Association has a continuing lien against Motley's Property for the delinquent monthly assessments and other assessments, as set forth above.
- 10. Due to the continuing breach of the Declaration by Defendant Motley, on or about May 17, 2023, Plaintiff Association recorded a Certificate of lien against Defendant Motley's Property in Official Record Book 14918, Page 00208 of the Hamilton County Recorder's Office (the "Lien"), which Lien is permitted by Ohio Revised Code Section 5311.18 and the Declaration. A true and accurate copy of the Lien is attached hereto and incorporated herein as Exhibit B.
- 11. The Lien, including all costs of said Lien is a valid and subsisting lien on Defendant Motley's Property which is identified as 410 Carrington Lane, Unit 310, Loveland, Ohio 45140, and more particularly described in the Lien attached hereto.

- 12. The Association has used extra-judicial efforts to collect Defendant Motley's debt and is entitled to have the Property foreclosed pursuant to the Declaration and Ohio Revised Code §5311.18, and to have the equity of redemption and all of the Defendants' interests cut off and forever barred. The Association is entitled to have said Property sold, and the proceeds applied to the payment of the Association's claims together with interest, attorney's fees and costs incurred herein, the Declaration and Ohio Revised Code Section 5311.18.
- 13. Plaintiff further states that the following Defendants may have or claim to have an interest in the Property and should be required to set up their interests herein, or be forever barred from doing so, to wit:
  - a. Defendant John Doe, Unknown Spouse, if any, of Brittany M. Motley, Name
    Unknown, may have or claim to have an interest in the Property by virtue of dower
    or other rights;
  - b. Defendant US Bank National Association may have or claim to have a lien or interest in the Property by virtue of a Mortgage originally in favor of Mortgage Electronic Registration Systems, Inc., as nominee for American Savings Bank, recorded on December 15, 2016, in Official Record Book 13314, Page 00162, of the Hamilton County, Ohio Recorder's Office, and assigned to US Bank National Association by an Instrument recorded on December 17, 2020, in Official Record Book 14317, Page 00689 of the Hamilton County, Ohio Recorders' Office;

- c. Defendant Ohio Housing Finance Agency may have or claim to have a lien or interest in the Property by virtue of a Mortgage recorded on December 15, 2016, in Official Record Book 13314, Page 00179, of the Hamilton County, Ohio Recorder's Office;
- d. Defendant Secretary of Housing and Urban Development may have or claim to have a lien or interest in the Property by virtue of a Mortgage, including but not limited to the following mortgages: (i) recorded on January 6, 2022, in Official Record Book 14578, Page 00391, of the Hamilton County, Ohio Recorder's Office, (ii) recorded on January 6, 2023, in Official Record Book 14827, Page 825 of the Hamilton County, Ohio Recorder's Office;
- e. Defendant State of Ohio Department of Taxation may have or claim to have a lien or interest in the Property by virtue of liens, including, but not limited to, the following certificates of judgment recorded in the Hamilton County Clerk of Courts: (i) CJ17-018514, (ii) CJ18-008156; (iii) CJ18-0123326; (iv) CJ18-021818; and (v) CJ19-008174 in the Records of Hamilton County, Ohio Records; and
- f. Defendant Hamilton County Treasurer, named herein in the official capacity only, may have or claim to have some interest in or lien upon the Property by virtue of real estate taxes or other assessments which are due or may become due.

WHEREFORE, Plaintiff Carrington Crossing Condominium Owners' Association, Inc. prays for a judgment against the Defendants in the following manner:

A. As to Count One, judgment in favor of Plaintiff and against Defendant Brittany M.

Motley, in an amount to be proven at trial, but not less than Three Thousand, Thirty-Seven and 83/00 Dollars (\$3,037.83) in delinquent fees and assessments, plus for each month thereafter beginning August 1, 2023, Three Hundred Twenty-One and 21/100 Dollars (\$321.21) per month for continuing monthly assessments through Confirmation of Sale, plus late fees, continuing common charges, interest and an award of Plaintiff's reasonable attorney fees and costs through Confirmation of Sale, pursuant to the Declaration and Ohio Revised Code §5311.18:

- B. On Count One, that the Association be awarded its court costs and expenses, including but not limited to, reasonable attorneys' fees, through Confirmation of Sale;
- C. As to Count Two, that the Association's Lien described herein be declared valid and said Property be foreclosed, and the equity of redemption and any interest of all Defendants be forever cut off and barred;
- D. Additionally, as to Count Two, Plaintiff demands that the Property be sold in accordance with law and the orders of this Court, and for all Defendants to be required to set forth any interest which it may have, or claim to have, in or upon the Property, or be forever barred therefrom. Further, Plaintiff demands that all liens be marshaled and that upon the sale of the Property, the proceeds therefrom be paid to the Association to satisfy the amount of its existing Lien and the interest due thereon, together with monthly assessments, attorney fees and costs through Confirmation of Sale, plus the costs of a certificate of title, in accordance with priority;
- E. Furthermore, as to Count Two, the Association prays that it be awarded a writ of

possession and a deficiency judgment if the Sheriff's sale does not satisfy all amounts due and owed to it; and

**F.** For such other and further relief at law or in equity which this Court deems proper.

Respectfully submitted,

/s/ Sean P. Donovan
Sean P. Donovan (0069613)
STAGNARO, SABA
& PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2705
(513) 533-2999 (facsimile)
SPD@sspfirm.com
Trial Attorney for Plaintiff

#### **FAIR DEBT COLLECTION NOTICE**

Some of the claims in this Complaint are related to the sale and foreclosure of Property and some are for the recovery of money, and therefore, pursuant to 15 U.S.C. §1692g(a), take notice that:

The amount of the claim for debt is stated in this Complaint and will increase, as this matter is pending.

The name of the Creditor is listed as the Plaintiff listed above.

Please be advised that 15 U.S.C. §1692g(a), requires the Plaintiff to advise you that unless you dispute the validity of the above debts, or any portion thereof, within thirty (30) days after your receipt of this Notice, the debts will be assumed to be valid by us.

If you notify our office below in writing within thirty (30) days of your receipt of this complaint that the debts, or any portion thereof is disputed, we will obtain verification of the debts or a copy of any Judgments that may be of record against you.

Upon your written request to the office below, within thirty (30) days of your receipt of this complaint, we will provide you with the name and address of the original creditors, if needed.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

This communication is from a debt collector.

### **PRAECIPE TO CLERK**

Please serve all of the named Defendants, by certified mail, return receipt requested, at the above listed address. If service of process by certified mail is returned by the postal authorities with an endorsement of "refused" or "unclaimed" and if the certificate of mailing can be deemed complete not less than five (5) days before any scheduled hearing, the undersigned waives notice of the failure of service by the clerk and requests ordinary mail service in accordance with Civil Rule 4.6 (C) or (D) and Civil Rule 4.6(E).

/s/ Sean P. Donovan
Sean P. Donovan (0069613)

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EXHIBIT A

650331

#1200

CARRINGTON CROSSING CONDOMINIUM

(Phase 1)

This property rus been Deregiskred

# DECLARATION OF CONDOMINIUM OWNERSHIP

G-I= 34-E 142:194 I hereby certify that copies of the within Declaration, together with the drawings and By-Laws attached as Exhibits thereto, have been filed in the Office of the Hamilton County, Ohio Auditor.

Date: October 22 , 1991

Hamilton County Auditor

y Lonald Speputy

This document prepared by:

Herbert B. Weiss, Esq. KEATING, MUETHING & KLEKAMP 1800 Provident Tower One East Fourth Street Cincinnati, Okeo 45202

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#### DECLARATION OF CONDOMINIUM CWNERSHIP FOR CARRINGTON CROSSING CONDOMINIUM

## KNOW ALL MEN BY THESE PRESENTS, that

- A. Hills Building & Construction Services No. 2, Inc., an Ohio corporation, ("Declarant") is the owner in fee simple of Parcel 1 described in Exhibit A attached hereto and made a part hereof ("Parcel 1"). Declarant is also the owner in fee simple of Parcel 2A described in Exhibit B-1 attached hereto and made a part hereof. In addition, Declarant has an interest in purchasing Parcel 2B described in Exhibit B-2. (Parcel 2A and 2B hereinafter shall collectively be referred to as either "Parcel 2" or the "Additional Property"); and
- B. It is the desire and intention of Declarant to enable Parcel 1, together with all buildings, structures, improvements and other permanent fixtures of whatsever kind situated on Parcel 1, and all easements, rights, appurtenances and privileges belonging or pertaining to Parcel 1, including, without limitation thereto, all easements now or hereafter benefiting Parcel 1 and subject to easements and restrictions of record (the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code; and
- C. Declarant or its successors and assigns may desire for some part or all of Parcel 2, together with all buildings, structures, improvements and other permanent fixtures that may be constructed thereon and all easements, rights, appurtenances and privileges belonging or pertaining thereto, including, without limitation, all easements now or hereafter benefiting Parcel 2, to be owned pursuant to the type of ownership known as Condominium and to submit such property to the provisions of Chapter 5311, Ohio Revised Code, in which event the term "Condominium Property" shall include all such property; and
- D. Declarant further desires to establish for the mutual benefit of Declarant and all future owners, mortgagees or occupants of any part or all of the Condominium Property, which shall be known as "Carrington Crossing Condominium," certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

comply or his or her threat not to comply with any provisions of this Declaration, the By-Laws, the Rules and Regulations, any management contract or any other document establishing ownership or control over any part of the Condominium Property. One or more Unit owners may bring a class action on behalf of all Unit owners. The lawful provisions of any of the instruments described above may, if necessary to carry out their purposes, be enforced against all or any part of the Condominium Property or against any party previously or currently owning any interest in the Condominium Property.

In addition to the above rights, the Board of Managers may also enter upon a Unit or any land to perform maintenance or make repairs thereon which is the responsibility of a Unit owner who has failed to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days prior notice or (ii) without giving notice in the event of an emergency.

Any fines imposed by the Board of Managers, which is hereby empowered to levy reasonable fines against any Unit owner for the failure of such Unit owner to comply with any such covenants, conditions and/or restrictions, and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a special assessment against the Unit owner in question and his or her Unit.

Any action brought by the Association hereunder may be brought in its own name, in the name of its Board of Managers or in the name of its managing agent. In any case of flagrant or repeated violation by a Unit owner, he or she may be required by the Board of Managers to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration and with the By-Laws and Rules and Regulations.

#### ARTICLE 5

#### Assessments

- 5.1 <u>General</u>. Assessments for the maintenance and repair of the Common Areas and Facilities and for the insurance of the Condominium Property together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.
- 5.2 Assessments at Closing. At the closing on the purchase of a Unit, the purchaser is required to pay a sum equal to two full months of the initial condominium assessments due on his or her Unit as his or her initial contribution to the working capital of the Association. This sum is not an advance payment of regular assessments; rather the sum is allocated to a working capital fund to meet unforeseen expenditures or to purchase any additional

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equipment or services. While the Declarant is in control of the Association, it cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs or to make up any budget deficits. When control of the Association is transferred to the Unit owners, the working capital fund shall be transferred to the Association for deposit to a segregated fund. After control of the Association is transferred to the Unit owners the Declarant shall be responsible to collect the initial contribution to the working capital account and forward such funds to the Association. Additionally, at the closing, each purchaser of a Unit is required to pay a pro-rata share of the condominium assessments due in the month of closing.

- 5.3 <u>Garage Assessment</u>. The exclusive right to a garage space may be purchased on a "first come, first served" basis until all available garage spaces have been assigned. Included as consideration for the purchase of an exclusive right to a garage space is a garage maintenance assessment ("Garage Assessment"), which shall be based on such Unit owner's proportionate share of the budgeted expenses that will be incurred by the Association to maintain the garages, plus an amount for the garage reserve fund as determined by the Board. The Garage Assessment shall be payable to the Association.
- 5.4 Elevator Assessment. All Unit owners who purchase a Unit within a building with an elevator shall be assessed a separate elevator maintenance assessment ("Elevator Assessment"), which shall be based on such Unit owner's proportionate share of the budgeted expenses that will be incurred by the Association to maintain the elevators, plus an amount for the elevator reserve fund as determined by the Board. The Elevator Assessment shall be payable to the Association.
- 5.5 Mater and Sewer. The water and sewer usage for all of the Condominium Property is measured by common water meters. Therefore, bills for water and sewer usage will be rendered to the Association and not directly to Unit owners, and shall be a "common expense" as that term is used in Chapter 5311 of the Ohio Revised Code. The Association will include as part of the condominium assessment of each Unit owner water and sewer charges based on his or her Unit's percentage of interest in Common Areas and Facilities of the budgeted expenses for the same even though this may not be an accurate measurement of actual usage of one Unit owner as compared users of water at the expense of lighter users, but the Association has no way of practically and economically measuring actual individual use.
- 5.6 <u>Division of Common Surplus and Common Expenses</u>. The proportionate share of the separate owners of the respective Units in the common surplus and the common expenses of the operation of

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the Condominium Property is based upon the proportion that the deemed square footage of the separate owners' Unit(s) bears to the aggregate deemed square footage of all the Units. Units within an established square footage range shall be deemed to have the same square footage. Such proportionate share of surplus and expenses of each Unit owner shall be in accordance with the percentages set forth in Section 1.3.3 hereof. As additional Units are added to the Condominium Property, each Unit's percentage of interest will change accordingly.

- 5.7 Late Charges. The Association may impose a charge against any Unit owner who fails to pay any amount assessed by the Association against his or her Unit within ten (10) days after such assessments are due and payable and who fails to exercise his or her rights under this Declaration or under the laws of the State of Ohio to contest such assessment in such an amount as may be determined by the Board of Managers from time to time, which charge shall not exceed twenty percent (20%) of the delinquent amount. Additionally, if a Unit owner shall be in default in payment of an installment upon an assessment or of a single monthly assessment, the Board of Managers has the right to accelerate all monthly Assessments remaining due in the then current calendar year. The total of such assessments, together with the delinquent Assessments shall then be due and payable by the owner no later than ten (10) days after the delivery of written notice of such acceleration to the owner, or twenty (20) days after mailing of such notice to him by certified mail, whichever occurs first. If such accelerated amount is not paid by the due date, the above-described late charge may be imposed on the part of such accelerated amount not paid by the due date.
- 5.8 Nonuse of Facilities. No owner of a Unit may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.
- 5.9 Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the owner thereof and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses and late charges as described above chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Hamilton County, Chio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sconer released or satisfied in the same manner provided by law for

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the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit owner shall be personally liable for all assessments levied by the Association against his or her Unit while he or she is a Unit owner.

- 5.10 Priority of Association's Lien. The lien provided for in Section 5.9 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments. Such lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. The lien provided for in Section 5.9 may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Unit affected shall be required to pay all the Association's expenses incurred in connection with such foreclosure action, including without limitation, attorneys' fees to the extent permitted by law, and a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.
- 5.11 <u>Dispute as to Common Expenses</u>. If a Unit owner believes that an amount has been improperly charged as an assessment lien against his or her Unit, he or she may bring an action under Section 5311.18(C) of the Ohio Revised Code in the Common Pleas Court of Hamilton County, Ohio seeking a discharge of that lien.
- 5.12 Purchaser at Foreclosure Sale Subject to Declaration. By-Laws, Rules and Regulations of the Association. Any purchaser of a Unit at 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.
- 5.13 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgage of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, his, her or its successors and assigns, shall not be solely liable for the share of 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. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, his, her or its successors or assigns.
- 5.14 <u>Liability for Assessments Upon Voluntary Conveyance</u>. In a voluntary conveyance of a Unit, any grantee or his or her first

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mortgagee shall inform the Board of Managers in writing of such contemplated conveyance and such grantee or first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent assessments, but such delinquent assessments, along with interest, late charges, costs and reasonable attorneys' fees shall be a lien against the Unit in accordance with Section 5.9 herein.

#### ARTICLE 6

#### Insurance

shall obtain and maintain for the benefit of all owners and mortgagees insurance on all buildings (excluding insurance on Improvements as that term is defined below), structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable) fire, lightning, cost of debris removal and such perils as are at this time comprehended within the "all risk" form of fire insurance policy with extended coverage. The policy may include a nominal deductible and shall be in an amount not less than one hundred percent (100%) of the then current replacement cost thereof exclusive of the cost of the land, foundations, footings, excavation, and architect's fees, without deduction for depreciation, but inclusive of the cost of the following improvements and hetterments (hereinabove and hereinafter "Improvements") to any Unit, added by the Declarant: any partitioning, trim, drywall, and other improvements or betterments. The policy shall have cost of demolition, water damage (excluding floods, backing up of sewers and drains, the running off of surface water, and the overflow of a body of water), and agreed amount endorsements and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers, after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall not the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominum Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy

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entity shall continue to be a member of the Association. Upon demand by the Association to the aforementioned Unit owner to remove any party given permission to use a Unit owned by the corporation, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with the terms and conditions of this Declaration and exhibits hereto and/or with the Rules and Regulations, the aforementioned Unit owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit, the Association, as agent of the owner, may take such action as it deems appropriate to accomplish the removal of such user. All such action by the Association shall be at the cost and expense of the Unit owner, and it shall reimburse the Association therefor upon demand, together with such attorneys fees, court costs and other expenses as the Association may incur in the removal.

- 15.8 The headings to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.
- 15.9 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.
- 15.10 Words of any gender used in this Declaration shall be held and construed to include any other gender; any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 22 day of October, 1991.

Signed and Acknowledged In The Presence Of:

HILLS BUILDING & CONSTRUCTION SERVICES NO. 2, INC., an Ohio corporation

CARU

By: //W/ /W/ Louis Gúttman Secretary

Carolin D. J. Jaly

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STATE OF OHIO

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COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 22, 4 day of October, 1991, by Louis Guttman, Secretary of Hills Building & Construction Services No. 2, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

VIVIAN M. RABY, Attomoy at Law Notary Public, State of Ohio My commission has no expression date Section 147.03 O. R. C.

This instrument prepared by:

Herbert B. Weiss, Esq. Keating, Muething & Klekamp 1800 Provident Tower One Bast Fourth Street Cincinnati, Ohio 45202

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**EXHIBIT** В

**Scott Crowley** Hamilton County Recorder's Office Doc #: 2023-0032893 Type: NOL Filed: 05/17/23 07:25:11 AM \$34.00 Off. Rec.: 14918 00208 F 2 33

Auditor's Parcel No. 621-0024-0025-00

#### CERTIFICATE OF LIEN

Pursuant to authorization from the Board of Directors, the undersigned Attorney for Carrington Crossing Condominium Owners' Association, Inc. (the "Association"), a designated representative, hereby certifies that the Association claims a lien for unpaid assessments, including attorney fees, late charges and other fees, on the property located at 410 Carrington Lane, Unit 310, Loveland, Ohio 45140, in Carrington Crossing Condominium, in Hamilton County, Ohio, as more particularly described on the attached Exhibit A ("Property"), against the owner Brittany M. Motley, in the amount of One Thousand, Eight Hundred, Seventy-Eight and 13/100 Dollars (\$1,878.13), plus filing fees, interest, late fees, attorney fees, special assessments, and future monthly unpaid common assessments in the amount of \$321.21 per month, and all special assessments, as said expenses accrue. Carrington Crossing Condominium Owners' Association, Inc. having been duly sworn, states that the information contained herein is true and correct, to the best of its knowledge.

> Carrington Crossing Condominium Owners' Association, Inc.

In Print: Sean P. Donovan, Esq. Its: Attorney, a designated representative

STATE OF OHIO ) SS: **COUNTY OF HAMILTON** 

Sworn to and acknowledged before me this //o day of May 2023 by Sean P. Donovan, Attorney for Carrington Crossing Condominium Owners' Association, Inc.

Notary Public, State of Ohio Wattury Wreyblb
My Commission Expires: Notary Public
December 18, 2027

This Instrument Prepared By Stagnaro, Saba & Patterson Co., L.P.A.

2623 Erie Avenue Cincinnati, Ohio 45208 Auditor's Parcel No. 621-0024-0025-00

#### **EXHIBIT A**

Situated in Section 25, Township 4, Entire Range 2, Symmes Township, Hamilton County, Ohio and being Unit 410-310 of Carrington Crossing Condominium (Phase 1), as shown on the Condominium Drawings in Plat Book 295, Pages 1-4 of the Hamilton County, Ohio Records, and as shown in the Declaration of Condominium Ownership recorded at Official Record Book 5690, Page 523 of the Hamilton County, Ohio Records of the Hamilton County, Ohio Records's Records (Phase IV), together with the percentage of ownership in the Common Areas and Facilities declared by the Declaration, as the same may be amended from time to time, to be an appurtenance to the above Unit, and together with the exclusive right to the limited common areas and facilities identified on the Condominium Drawings as being for the exclusive use of said Unit, including, without limitation the exclusive right to use Parking Space #10 which is identified on said Condominium Drawings.

Parcel #: 621-0024-0025-00