

# PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

#### **COMMON PLEAS DIVISION**

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August 4, 2023 02:41 PM

PAVAN PARIKH

Clerk of Courts

Hamilton County, Ohio

CONFIRMATION 1353435

WOODSIDE WYOMING CONDOMINIUM UNIT OWNERS ASSOCIATI vs. GINA MCFARLANEEL A 2303318

FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)
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# IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

WOODSIDE WYOMING CONDOMINIUM UNIT OWNERS' ASSOCIATION 11311 Cornell Park Drive, Suite 220 Cincinnati, Ohio 45242

Plaintiff,

vs.

GINA MCFARLANE-EL 399 West Galbraith Road, Unit 213 Cincinnati, Ohio 45215

UNKNOWN SPOUSE, IF ANY, OF GINA MCFARLANE-EL 399 West Galbraith Road, Unit 213 Cincinnati, Ohio 45215

JAMAAL MCFARLANE-BLAKE 399 West Galbraith Road, Unit 213 Cincinnati, Ohio 45215

UNKNOWN SPOUSE, IF ANY, OF JAMAAL MCFARLANE-BLAKE 399 West Galbraith Road, Unit 213 Cincinnati, Ohio 45215

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PRIMELENDING, A PLAINSCAPITAL COMPANY PO Box 2026 Flint, Michigan 48501-2026

Defendants.

CASE NO.

JUDGE

COMPLAINT FOR FORECLOSURE

PERM PARCEL NO. 244-0006-0079-00

Now comes Plaintiff, Woodside Wyoming Condominium Unit Owners' Association, by and through counsel, and for its Complaint for Foreclosure, states as follows:

- 1. Plaintiff is an existing corporation, not for profit, organized under the laws of the State of Ohio and was formed in accordance with Chapter 5311 of the Ohio Revised Code to act as the Association of Unit Owners for the Woodside Wyoming Condominium Unit Owners' Association.
- 2. Defendants, Gina McFarlane-El and Jamaal McFarlane-Blake, own the condominium unit known as 399 West Galbraith Road, Unit 213, Cincinnati, Ohio 45215, and more fully described in the legal description contained in the Preliminary Judicial Report attached hereto as Exhibit "A".
- 3. Pursuant to the authority of Section 5311.18 of the Ohio Revised Code, the Plaintiff filed its Certificate of Lien on the property (attached hereto as Exhibit "B") to secure payment of the maintenance fees, common expenses and assessments. Said lien is a good and valid subsisting lien, second only to real estate taxes and prior recorded liens of first mortgages on the condominium unit, in accordance with Section 5311.18 of the Ohio Revised Code.
- 4. There is currently due the Plaintiff from the Defendants, Gina McFarlane-El and Jamaal McFarlane-Blake, based upon the above lien and additional unpaid maintenance fees and assessments, the total sum of \$6,451.43 plus interest at 5% pursuant to O.R.C. §1343.03, as provided for in the Declaration of Condominium Ownership Establishing a Plan for Condominium Ownership as of July 31, 2023. A copy of said Declaration is not attached as it is filed with the

Hamilton County Recorder at Deed Book 4203, Page 1353, et seq., 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 Defendants' ultimate obligation for such costs, and; upon information and belief, Defendants already possess a copy.

- 5. Plaintiff is further owed from the Defendants, Gina McFarlane-El and Jamaal McFarlane-Blake, maintenance fees and assessments incurred subsequent to the filing of this action in an amount to be later determined.
- 6. The Defendants named herein have or may claim to have an interest in the property described in the Preliminary Judicial Report, a copy of which is attached hereto as Exhibit "A".
- 7. That Defendant, Gina McFarlane-El, may be married and that the Unknown Spouse, if any, of Gina McFarlane-El, may have an interest in the real property described herein.
- 8. That Defendant, Jamaal McFarlane-Blake, may be married and that the Unknown Spouse, if any, of Jamaal McFarlane-Blake, may have an interest in the real property described herein.
- 9. The Hamilton County Treasurer may have an interest in the subject property by virtue of delinquent taxes due and owing.
- 10. In accordance with the condominium documents recorded with the Hamilton County Recorder's office, Defendants, Gina McFarlane-El and Jamaal McFarlane-Blake, have, by covenant, agreed to be responsible for the legal fees and

Assn., Inc. v. Darby (1987), 33 Ohio St.3d 32 and First Fed. Sav. Bank v. WSB Investments, Inc. (1990), 67 Ohio App. 3d 277, the courts held that the condominium instruments make defaulting unit owners responsible for attorney fees.

#### WHEREFORE, Plaintiff prays that:

- (a) Plaintiff be granted judgment against Defendants, Gina McFarlane-El and Jamaal McFarlane-Blake, in the sum of \$6,451.43 plus interest at 5% pursuant to O.R.C. §1343.03, upon which execution may issue;
- (b) Plaintiff be granted judgment for maintenance fees and assessments incurred subsequent to the filing of this action in an amount to be determined, plus interest and costs;
- (c) All Defendants be required to answer and set forth any claim that they may have in said premises or be forever barred;
  - (d) Plaintiff's lien be found to be good and valid lien upon said property;
- (e) All liens on said property be marshaled and the premises be ordered appraised, advertised and sold according to law;
- (f) Plaintiff recover its costs herein, including the cost incurred for the preliminary judicial report;
- (g) Plaintiff recover its attorney fees and court costs of the within action from the proceeds of the sale; or alternatively, that Plaintiff be granted judgment for attorneys' fees and costs, upon which execution may issue; and that

(h) Plaintiff be granted any additional relief to which it may be entitled to at law or in equity, including, but not limited to additional unpaid condominium maintenance fees and special assessments incurred subsequent to the filing of the within action.

KAMAN & CUSIMANO, LLC

/s/ Magdalena E. Myers

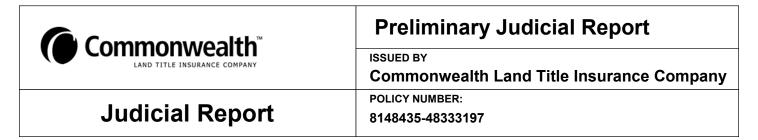
Darcy Mehling Good (0068249) Magdalena E. Myers (0087846) Attorneys for Plaintiff 11311 Cornell Park Drive, Suite 220 Cincinnati, Ohio 45242 (513) 878-1771 / FAX (513) 898-1221 kcattorney@kamancus.com

# NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT

(15 U.S.C. 1692, et seq.)

- 1) This notice is directed only to the party or parties who may be obligated to pay the debt referred to in the attached pleading. The amount of the debt is stated in the pleading attached hereto.
- 2) The debt is owed to Woodside Wyoming Condominium Unit Owners' Association. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. If a petition for bankruptcy protection has been filed, we are not suggesting personal liability on any pre-petition or dischargeable debt. The Association is only seeking pre-petition or dischargeable debt, if any, through the property.
- 3) Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will obtain verification of the debt and mail you a copy of such verification. And if, within the same 30-day time period, you request the name and address of your original creditor, this office will furnish you with that information as well, if it is different than the current creditor.
- 4) All communications, including payoff requests, should be directed to Kaman & Cusimano, LLC, 11311 Cornell Park Drive, Suite 220, Cincinnati, Ohio 45242, 888-800-1042.
- 5) If this was issued by the Clerk of Courts, the summons states that you have 28 days to serve an answer. You must do so within that time or you will be in default. The 30-day right for verification of the debt, as set forth in paragraph 3 above, is separate from the 28 days you have to serve your answer. Do not confuse the two. Your request for verification of the debt will not relieve you of the need to serve your answer within 28 days. Please read the summons issued by the clerk carefully for instructions concerning filing your answer with the court.

#### Exhibit "A"



**Guaranteed Party Name:** 

Woodside Wyoming Condominium Unit Owners' Association c/o K&C Service Corp., Statutory Agent 11311 Cornell Park Drive, Suite 220 Cincinnati, OH, 45242

Order No.: J231132

Effective Date: July 21, 2023 at 7:00 A.M.

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Commonwealth Land Title Insurance Company (Hereinafter "the Company") hereby guarantees in an amount not to exceed \$25,000.00 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 in Gina McFarlane-El, unmarried and Jamaal McFarlane-Blake, unmarried, for and during their joint lives, with the remainder to the survivor of them by instrument recorded in Official Records 14654 Page 2228 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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 be binding or valid until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Issuing Agent: Ohio Title Corp Address: 7085 Pearl Road

City, State, Zip: Middleburg Hts., OH 44130

Rilal CIII

Telephone: 440.886.6141

In Witness Whereof, **Commonwealth Land Title Insurance Company** has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

Countersigned
Ohio Title Corp

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ATTEST: Marioria M

V Marjorie Nema Secretary

\_\_\_\_\_

This jacket was created electronically and constitutes an original document

## EXHIBIT A LEGAL DESCRIPTION

File Number: **J231132** 

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, in Section 8, Town 3, Entire Range 1, and being the remainder of Woodside Subdivision as recorded in Plat Book 16, Pages 18-19 of the Registered Land records of Hamilton County, Ohio and more particularly described as follows:

Unit No. 213 Woodside Wyoming Condominium as described and set forth in the Declaration of Condominium ownership of Woodside Wyoming Condominium and the By-Laws and Drawings attached thereto, recorded in Deed Book 4203, Page 1353 and recorded in Plat Book 50, Page 208 of the Registered land Records of Hamilton County, Ohio.

PREVIOUSLY REGISTERED LAND

Premises commonly known as: 399 West Galbraith Road #213 Cincinnati, OH 45215

Permanent Parcel No(s).: 244-0006-0079-00

**End of Exhibit A Legal Description** 

Order No.: **J231132** 

#### **SCHEDULE B**

The matter shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

- 1. We have made no examination for easements, restrictions, setback lines, declarations, conditions, covenants, reservations, rights-of-way and mineral leases, if any, affecting the caption premises and no coverage for said matters, express or implied, is provided herein.
- 2. Mortgage from Gina McFarlane-El, an unmarried woman and Jamaal McFarlane-Blake, an unmarried man to Mortgage Electronic Registration Systems, Inc., as nominee for Primelending, a Plainscapital Company, P.O. Box 2026, Flint, MI 48501-2026 in the original amount of \$152,950.00, dated April 12, 2022, filed for record April 26, 2022 at 1:11 PM and recorded in Official Records 14654, Page 2230 of Hamilton County Records.
- 3. CERTIFICATE OF LIEN: Woodside Wyoming Condominium Unit Owners' Association vs. Gina McFarlane-El and Jamaal McFarlane-Blake in the amount of \$2,083.40 plus interests and costs. Dated January 18, 2023 Filed January 23, 2023 at 3:23 PM and recorded in Official Records 14837, Page 1543, of Hamilton County Records.
- 4. For tax information, Permanent Parcel Number 244-0006-0079-00 see tax information attached.

End of Schedule B

Parcel ID 244-0006-0079-00

Address Index Order
399 213 W GALBRAITH RD Parcel Number

Tax Year 2022 Payable 2023

RD Parcel Number 2022 Payab

Payment Information					
JILL A. SCHILLER, TREASURER			Tax Overview		
Mail Payments to: Hamilton County Tr 138 E. Court Street Cincinnati, Ohio 45			Tax Lien Pending	No	
			Tax Lien Sold	No 110.450000	
Tax District: 001 - CINTI CORP-CINTI CSD		NTI CSD	Effective Rate 76.8		
Current Owner(s) MCFARLANE EL GINA & JAMAAL MCFARLANE BLAKE			Non Business Credit	0.084903	
		IAAL MCFARLANE	Owner Occupancy Credit	0.021225	
Tax Bill Mail	CORELOGIC		Certified Delinquent Year		
Address	3001 HACKBERRY RD		Delinquent Payment Plan	No	
	IRVING TX 750630156		TOP (Treasurer Optional	\$0.00	
12 13		***************************************	Payment)		
<b>Taxable Value</b>		Note: May represent multiple			
Land 4,170		1,170	parcels		
Improvements 12,460		12,460			
Total 16,630					

	Tax Detail					
	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Real Estate			\$918.39		\$918.39	
Credit			\$279.16		\$279.16	·
Subtotal			\$639.23		\$639.23	
Non Business Credit			\$54.27		\$54.27	
Owner Occupancy Credit			\$0.00		\$0.00	
Homestead			\$0.00		\$0.00	
Sales CR			\$0.00		\$0.00	
Subtotal	\$0.00	\$0.00	\$584.96	\$0.00	\$584.96	\$0.00
Interest/Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Real Estate Paid	\$0.00		\$584.96		\$584.96	
Real Estate Owed	\$0.00		\$0.00		\$0.00	
Special Assess Paid	\$0.00		\$7.81		\$0.00	
Special Assess Owed	\$0.00		\$0.00		\$0.00	
Total Due	\$0.00		\$592.77		\$584.96	
Total Paid	\$0.00		\$592.77		\$584.96	
Unpaid Delq Contract	\$0.00		\$0.00		\$0.00	
Total Owed	\$0.00		\$0.00		\$0.00	

Special Assessment Detail for 55-060 CINCINNATI - Urban Forestry						
्रि इ	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Charge	\$0.00	\$0.00	\$7.81	\$0.00	\$0.00	\$0.00
Interest/Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paid	\$0.00		\$7.81		\$0.00	
Owed	\$0.00		\$0.00		\$0.00	

Payment Information for Current And Prior Year						
Date	Half	Prior	1st Half	2nd Half	Surplus	
6/14/2023	2 - 2022	\$0.00	\$0.00	\$584.96	\$0.00	
1/31/2023	1 - 2022	\$0.00	\$592.77	\$0.00	\$0.00	
5/24/2022	2 - 2021	\$0.00	\$0.00	\$575.35	\$0.00	
12/31/2021	1 - 2021	\$0.00	\$580.64	\$0.00	\$0.00	
6/11/2021	2 - 2020	\$0.00	\$0.00	\$577.02	\$0.00	
1/15/2021	1 - 2020	\$0.00	\$582.31	\$0.00	\$0.00	
7/9/2020 💸	2 - 2019	\$0.00	\$0.00	\$633.81	\$0.00	
1/9/2020 3	1 - 2019	\$0.00	\$633.81	\$0.00	\$0.00	
6/5/2019	2 - 2018	\$0.00	\$0.00	\$634.31	\$0.00	
1/10/2019	1 - 2018	\$0.00	\$634.31	\$0.00	\$0.00	
6/7/2018	2 - 2017	\$0.00	\$0.00	\$611.02	\$0.00	
1/30/2018	1 - 2017	\$0.00	\$611.02	\$0.00	\$0.00	

Information believed accurate but not guaranteed. Treasurer disclaims liability for any errors or omissions

#### I Want To... Start a New Search Email the Auditor View the Online Help Auditor's Home View: **Property Summary** Appraisal Information Levy Information Transfer Value History Board of Revision Payment Detail Tax Distributions **Images** Special Assessment/Payoff Tax Lien Certificates CAGIS Online Maps Aerial Imagery Owner Names

Print:

Current Page Property Report

7/28/23, 11:26 AN

#### CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

#### 1. Definition of Terms

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

#### 2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

#### 3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

### 4. Notice of Claim to be given by Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be

required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

#### 5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

# 6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- (a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- (b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- (c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- (d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

#### 7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, P.O Box 45023, Jacksonville, FL 32232-5023, 800-925-0965.

#### **EXCLUSIONS FROM COVERAGE**

- 1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
- 2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.

- 3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
- 4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
- 5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

Scatt Crowley
Hamilton County Recorder's Office
Doc #7 2023-0005861 Type: NOL
Filed: 01/23/23 03:23:43 PM \$34.00
Dff.Rec.: 14837 01543 F 2 342



### WOODSIDE WYOMING CONDOMINIUM UNIT OWNERS' ASSOCIATION CERTIFICATE OF LIEN

Condominium Owners Wyoming Condominium of seq., of Hamilton Councrs' Association, 1	sed Code § 5311.18 and Article VIII, Section 8.6 of the Declaration of hip Establishing a Plan for Condominium Ownership for Woodside a Unit Owners' Association, filed for record in Deed Book 4203, Page 1353, punity Records, the undersigned, Woodside Wyoming Condominium Unit is reply claims a lien against the following unit in said Condominium tenant undivided interest in the Common Elements:
Record Owner: Description of Unit:	Gina McFarlane-El and Jamaal McFarlane-Blake 399 West Galbraith Road, Unit 213 PPN: 244-0006-0079-00 Cincinnati, Ohio 45215
Amount:	\$2,083.40, plus interest pursuant to O.R.O. § 1343.03 from the $18^{th}$ day of January, 2023, and any unpaid assessments accruing hereinafter until this lien is satisfied.
State of Ohio, County of Hamilton	} } as:
	EOF, Woodside Wyoming Condominium Unit Owners' Association has of Lien to be executed by its duly authorized representative this 18 day
	Woodside Wyoming Condominium Unit Owners' Association
as Western	By: State Purious  Designated Representative Stacey M. Piepmeier, Esq.
S. T.	o before me by Stacey M. Piepmgier Esq. this 18 day of January, 2023.  MAGGALENAE MYERS, Attorney All Months of the Country Public State of Ord My connission has mentioned day Notary Public Sec. 147.33 R.C.
Kaman & Cusimano, L	epared by Stacey M. Piepmeier, Esq. LC, 11311 Cornell Park Drive, Suite 220, Cincinnati, OH 45242 (513) 488-1012 D BY THIS LIEN HAS BEEN PAID AND THE LIEN IS HEREBY CHARGED.
DATE:	Woodside Wyoming Condominium Unit Owners' Association
	By: Designated Representative
State of Ohio, County of	} sa:
Subscribed and sworn t	o before me by this day 
	Notary Public

Situated in Section 8, Town 3, Entire Range 1, and being the remainder of Woodside Subdivision as recorded in Plat Book 18, Pages 18-19 of the Registered Land records of Hamilton County, Ohio and more particularly described as follows:

Unit No. 243 Woodside Wyoming Condominium as described and set forth in the Declaration of Condominium ownership of Woodside Wyoming Condominium and the by-Laws and Drawings attached thereto, recorded in Deed Book 4203, Page 1353 and recorded in Piat Book 50, Pages 208 of the Registered Land Records of Hamilton County, Ohio.

