

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 31, 2023 02:41 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1364611

BRIDGECREEK TWO
CONDOMINIUM
ASSOCIATION INC
vs.
CHANDNI PATEL

A 2303732

FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)
PAGES FILED: 19

EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

BRIDGECREEK TWO CONDOMINIUM

CASE NO.

ASSOCIATION, INC.

c/o Towne Properties

JUDGE

11840-C Kemper Springs Drive

Cincinnati, Ohio 45240

Plaintiff,

v.

CHANDNI PATEL

9349 Bridgecreek Drive, Unit 19-C

Cincinnati, Ohio 45231

and

PPN: 590-0230-0879-00

COMPLAINT FOR FORECLOSURE

JOHN DOE, UNKNOWN SPOUSE IF ANY

OF CHANDNI PATEL

9349 Bridgecreek Drive, Unit 19-C

Cincinnati, Ohio 45231

9349 Bridgcreek Drive, Unit 19-C Cincinnati, Ohio 45231

and

WITH NOTICE UNDER THE FAIR DEBT COLLECTION PRACTICES ACT

JAIMINI PATEL 9349 Bridgecreek Drive, Unit 19-C Cincinnati, Ohio 45231

and

JANE DOE, UNKNOWN SPOUSE IF ANY OF JAIMINI PATEL 9349 Bridgecreek Drive, Unit 19-C Cincinnati, Ohio 45231

and

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS AS NOMINEE FOR ROCKET MORTGAGE, LLC 1050 Woodward Avenue Detroit, MI 48226-1906 Also serve at: P.O. Box 2026 Flint, MI 48501

and

BRIDGECREEK COMMUNITY ASSOCIATION, INC. c/o Towne Properties 11840-C Kemper Springs Drive Cincinnati, Ohio 45240

Defendants.

Plaintiff Bridgecreek Two Condominium Association, Inc., by and through counsel, states for its Complaint against Defendants as follows:

FIRST CLAIM

- 1. Plaintiff Bridgecreek Two Condominium Association, Inc. (hereinafter "Bridgecreek Two COA") is an Ohio non-profit corporation organized to administer and maintain the property known as the Bridgecreek Two Condominiums.
- 2. Chandni Patel and Jaimini Patel are presently the title holders of the property known as 9349 Bridgecreek Drive, Unit 19-C, Cincinnati, Ohio 45231 (hereinafter "Property").
- 3. Pursuant to the Bridgcreek Two Condominium Declaration (hereinafter "Declaration"), recorded in Volume 12979, Page 1635 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 \$3,249.80 for homeowner assessments and late fees due and owning through August 11, 2023, plus any amounts due for continuing assessments and fees, plus \$25.00 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 12979, Page 01635. (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 Defendants' ultimate obligation for such costs; and; upon belief that Defendants already possess a copy).

- 6. In accordance with Article XI of the Declaration, Plaintiff has a continuing lien for unpaid assessments upon the Property located at 9349 Bridgecreek Drive, Unit 19-C, Cincinnati, Ohio 45231.
- 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 \$3,249.80 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. Defendants 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 February 21, 2023 at Volume 14857, Page 00230.
- 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 Section 21, Township 3, Entire Range 1, Springfield Township, Hamilton County, State of Ohio, and being more particularly described as follows:

Being all of Unit Number 19C of Bridgecreek Two Condominiums, Phase 11 (Building 19) as recorded in Plat Book 453, Pages 63-64 of the Hamilton County, Ohio Recorder's Office. The Declaration for Bridgecreek Two Condominiums is recorded in Official Record Book 12979, Page 1635 of the records of Hamilton County, Ohio, together with a percentage of ownership in the Common Elements 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 Declaration as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Elements 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.

Commonly known as: 9349 Bridgecreek Drive, #19C, Cincinnati, OH 45231 Auditor's Parcel No. 590-0230-0879

- 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. Defendants Mortgage Electronic Registration Systems, Inc. as Nominee for Rocket Mortgage LLC and Bridgecreek Community Association, Inc., 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 Bridgecreek Two 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 Bridgecreek Two Condominium Association, Inc. is entitled to receive reasonable rents from Defendants Chadni Patel and Jaimini Patel 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 Bridgecreek Two Condominium Association, Inc. respectfully

requests that this Court enter judgment as follows:

A. That Plaintiff Bridgecreek Two 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 Bridgecreek Two 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 Bridgecreek Two 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

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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 \$3,249.80.
- 2. The Plaintiff Bridgecreek Two 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.





Wayne Coates
Hamilton County Recorders Office
Doc #: 15-0092129 Type: DE
Filed: 08/27/15 03:02:32 PM \$684.00
Off.Rec.: 12979 01635 F S69 84 335

DECLARATION

BRIDGECREEK TWO CONDOMINIUM

PHASE I (BUILDING 20)

This will certify that copies of the Declaration of Bridgecreek Two Condominium, Phase 1, together with the attached Drawings, By-Laws and other Exhibits have been filed in the office of the County Auditor, Hamilton County, Ohio this 215 day of August, 2015.

RECEIVED AUG 2 1 2015	HAMILTON COUNTY AUDITOR
TRANSFERED	DUSTY RHODES
1 - 17 BHODES, HAMILTON COUNTY AUDITOR	By:
HECORDED IN PLAT BOOK PAGE PASS	27428

This instrument prepared by:

Tina M. Donnelly, Esq. Aronoff, Rosen & Hunt 2200 U.S. Bank Tower 425 Walnut Street Cincinnati, Ohio 45202 (513) 241-0400

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Instruction 353647
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Transluction 363767
Transluction 363767

purpose of installing, laying, maintaining, repairing and replacing pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units. Easements in favor of Declarant reserved over Exhibit "A" for the benefit of the land described in Exhibit "E" to install, use, maintain, repair and replace pipes, wires, conduits or other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone and television/cable/internet services.

- (d) <u>Future Easements</u>. Declarant hereby reserves to itself, or it may grant to the Association or to others on behalf of the Condominium Property, for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television/cable/internet and electrical conduits and wire over, under and along any portion of the Common Elements 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 Elements to the same condition as existed just prior to the installation of any such utility improvements.
- (e) <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 undivided interest in the Common Elements appurtenant to 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 Elements 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.

ARTICLE XI

ASSESSMENTS

Section 11.01: Annual Assessments. Annual assessments for the operation, maintenance and repair of the Common Elements and for the insurance, real estate taxes and assessments of the Common Elements 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. The annual assessments may be made payable on a monthly basis. The general assessment is based on a budget approved by the Board for revenues, expenditures and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than 10% of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than 51% of the voting power of the Association.

Section 11.02: Special Assessments for Capital Improvements. To the extent that the reserve fund is insufficient, the Board may levy special assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Elements, provided that funds shall not be assessed for any capital expenditure in excess of \$25,000.00 for any one item, or in excess of \$50,000.00 in the aggregate in any one calendar year ("Capital Expenditure Limit") without the prior written consent of Unit Owners having at least 75% of the voting power of all Unit Owners and a consent of a majority of all Mortgagees, or unless expressly stated in the annual budget. The Board of Directors shall have the authority to adjust the Capital Expenditure Limit annually to account for inflation, which adjustment shall be effective as of each January (hereinafter referred to as the "Adjustment Date") commencing with January 1, 2016, the Capital Expenditure Limit shall be increased from the Capital Expenditure Limit on the date of this Declaration by three percent (3%) and shall continue to increase annually thereafter on each Adjustment Date by three percent (3%) of the Capital Expenditure Limit then in effect. However, the Board of Directors is not limited by these provisions in any way in restoring or replacing damaged or obsolete portions of the Common Elements. Until the expiration of the Development Period (as defined below) or the date on which Declarant no longer owns a Unit, whichever is earlier, Declarant shall be one of the consenting Unit Owners, or the capital

expenditure shall not be made. The Board of Directors shall calculate each Unit's proportionate share of the Special Assessment for capital improvements, and shall give the Unit Owner(s) written notice of the proportionate share and of the date(s) on which the Assessment is due and payable.

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 ten percent (10%) of such assessment. Any Mortgagee of a Unit, as defined herein, has the right to request that the Association provide timely written notice to it in the event an Assessment for said Unit is not paid by the Unit Owner within sixty (60) days of its due date.

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 Elements 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 undivided interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against the Unit that remains unpaid for sixty (60) days after the portion has become due and payable. The lien is effective on the date a Certificate (Notice) of Lien is filed for record in the office of the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Directors. 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, another 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 mortgages 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.

<u>Section 11.07: Priority of Association Lien.</u> 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 of political subdivisions 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 of the Association pursuant to authority given to that individual by the Board of Directors. In a foreclosure action the Association commences pursuant to the above, or a foreclosure action the holder of a first mortgage or other lien on a Unit commences, the owner of the Unit, as the defendant in the action, shall be required to pay a reasonable rental for the Unit during the pendency of the action. The Association, or the holder of the lien, is entitled to the appointment of a receiver to collect the rental. Each rental payment a receiver collects during the pendency of a foreclosure action, shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the foreclosure action. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors 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 the Unit, for which a Certificate of Lien has been filed by the Association, has been improperly charged, 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 was improperly charged to the Owner or the Unit, the court shall enter an order that it determines to be 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. Any first Mortgagee who obtains title a Unit pursuant to the remedies in its mortgage or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid regularly budgeted common expenses or Assessments accrued before acquisition of title to the Unit by the first Mortgagee. However, if the Association's lien priority includes costs of collecting unpaid Assessments, the Mortgagee shall be liable for any fees or costs related to the collection of the unpaid Assessments. Any unpaid share of common expenses or Assessments accrued before the acquisition of title to the Unit by the first Mortgagee that exceeds six (6) months shall be deemed to be a common expense of the Association, and shall be collected by the Association from each of the Unit Owners (including that of such acquirer, his, her or its successors or assigns) as part of his/her share of the common expenses.

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.

<u>Section 11.12:</u> 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.

ARTICLE XII

EXEMPT PROPERTY

<u>Section 12.01: Exempt Property</u>. 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 Elements.

ARTICLE XIII

RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit and occupant.

Section 13.01: Purpose of Property. The Condominium Property shall be used for residential purposes not inconsistent with the applicable zoning resolutions and such rules and regulations as may be from time to time adopted by the Association. A Unit Owner or occupant may use a portion of his Unit for any purpose consistent with this Section provided that the activities thereon shall not unreasonably interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant. Additionally, garages shall be used solely for the storage of motor vehicles and related items and may not be converted into living area or used as a commercial workshop or a place of business.



LEDGER Date

08/11/2023



Chandni Patel

Owner

Property

9322

9349 Bridgecreek Dr

Status Current

Cincinnati OH 45231

From 09/15/2022

t1736262

Total Fees

Bridgecreek Two Condo...

To

204.68

Office

Deposit

0.00

Home

Legal

From

Previous Year

Age As Of

08/11/2023

Correspondence

Excel

Date	Description					
	· · · · · · · · · · · · · · · · · · ·	Unit	Charges	Payments	Balance	Chg/Rec
10/01/2022	feeinc-Association Fee(10/2022)	BD9349	204.68	•	204.68	C-21146264
10/16/2022	latecoa-Late Fee	BD9349	25.00		229.68	C-21146908
10/27/2022	Chk# 1330588 - Check Only RD			204.68	25.00	R-30506447
11/01/2022	feeinc-Association Fee (11/2022)	BD9349	204.68		229.68	C-21225420
11/16/2022	latecoa-Late Fee	BD9349	25.00		254.68	C-21275795
12/01/2022	feeinc-Association Fee (12/2022)	BD9349	204.68		459.36	C-21368230
12/16/2022	latecoa-Late Fee	BD9349	25.00		484.36	C-21418021
01/01/2023	feeinc-Association Fee (01/2023)	BD9349	204.68		689.04	C-21539528
02/01/2023	feeinc-Association Fee (02/2023)	8D9349	204.68		893.72	C-21714063
02/16/2023	latecoa-Late Fee	8D9349	25.00		918.72	C-21798794
02/16/2023	Isadmin-Late Statement Chg Late Fee Statement Charge	BD9349	5.00		923.72	C-21831904
02/17/2023	prelien-Pre-Lien Letter	BD9349	75.00		998.72	C-21802196
02/17/2023	lienchg-Lien Charge Lien Admin Fee	BD9349	200.00		1,198.72	C-21802197
02/21/2023	legal-Legal Fees Lien Filed	BD9349	318.00		1,516.72	C-21805794
03/01/2023	feeinc-Association Fee (03/2023)	BD9349	204.68		1,721.40	C-21901243
03/16/2023	latecoa-Late Fee	BD9349	25.00		1,746.40	C-21970944
03/16/2023	Isadmin-Late Statement Chg Late Fee Statement Charge	BD9349	5.00		1,751.40	C-22010904
04/01/2023	feeinc-Association Fee (04/2023)	BD9349	204.68		1,956.08	C-22082379
04/16/2023	latecoa-Late Fee	BD9349	25.00		1,981.08	C-22160602
05/01/2023	feeinc-Association Fee (05/2023)	BD9349	204.68		2,185.76	C-22263708
05/16/2023	latecoa-Late Fee	BD9349	25.00		2,210.76	C-22328994
06/01/2023	feeinc-Association Fee (06/2023)	BD9349	204.68		2,415.44	C-22425431
06/16/2023	wofchg-Warning of Foreclosure Admin Fee	BD9349	75.00		2,490.44	C-22488222
06/16/2023	latecoa-Late Fee	BD9349	25.00		2,515.44	C-22490153
06/19/2023	legal-Legal Fees Foreclosure warning letter	BD9349	50.00		2,565.44	C-22492220
07/01/2023	feeinc-Association Fee (07/2023)	8D9349	204.68		2,770.12	C-22601515
07/16/2023	latecoa-Late Fee	BD9349	25.00		2,795.12	C-22677423
08/01/2023	feeInc-Association Fee (08/2023)	8D9349	204.68		2,999.80	C-22781239
08/11/2023	forechg-Foreclosure Charge Foreclosure Admin Fee	BD9349	250.00		3,249.80	C-22844118



Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0011865 Type: NOL
Filed: 02/21/23 07:36:36 AM \$34.00
Off. Rec.: 14857 00230 F 2 48

CERTIFICATE OF LIEN

Pursuant to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for **Bridgecreek Two Condominium Association**, Inc., recorded in Volume 12979, Page 1635 of the Deed Records of Hamilton County, Ohio and as subsequently amended and supplemented, the **Bridgecreek Two Condominium Association**, Inc. hereby certifies that the assessments for the property described are past due. The Association gives notice of its lien on the lot described as follows:

Situated in Section 21, Township 3, Entire Range 1, Springfield Township, Hamilton County, State of Ohio, and being more particularly described as follows:

Being all of Unit Number 19C of Bridgecreek Two Condominiums, Phase 11 (Building 19) as recorded in Plat Book 453, Pages 63-64 of the Hamilton County, Ohio Recorder's Office.

The Declaration for Bridgecreek Two Condominiums is recorded in Official Record Book 12979, Page 1635 of the records of Hamilton County, Ohio, together with a percentage of ownership in the Common Elements 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 Declaration as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Elements 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.

Being the same premises as described in Official Record Book 14766, Page 01736 of the Hamilton County, Ohio Records.

Commonly known as: 9349 Bridgecreek Drive, #19C, Cincinnati, Ohio 45231

Auditor's Parcel No. 590-0230-0879-00

Owner's Name: Chandni Patel & Jaimini Patel

CURRENT AMOUNT DUE: \$1,511.72 through 2/17/2023, plus continuing fees, costs and interest. Included within this lien is \$318.00 for ATTORNEY FEES and OTHER CHARGES in preparing and recording this lien (as well as costs and fees to release lien).

This Affidavit is made pursuant to Ohio Revised Code Section 5301.252 and Ohio Revised Code Section 5311.18 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 / 11840C Kempersprings Drive, Cincinnati, Ohio 45240.

In witness whereof, Bridgecreek Two Condominium Association, Inc. has caused this Certificate to be signed this day of February, 2023 by Joseph L. Beyke, attorney for the Association.

Joseph L. Beyke

State of Ohio County of Warren, SS

The foregoing instrument was acknowledged before me this day of February, 2023 by Joseph L. Beyke, attorney for Bridgecreek Two Condominium Association, Inc.

Ryan Blindauer, Attorney At Law NOTARY PUBLIC - STATE OF ONIO My commission has no expiration date Sec. 147.03 R.C.

Notary Public, State of Ohio

Instrument Repared By:

Joseph L. Beyke, Esq. (0078115)

BEYKE LAW, LLC

8561 S. Mason-Montgomery Road, Suite 28

Mason, Ohio 45040

(513) 346-2836

(513) 204-7900 – fax

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT

ORDER NO. 2023-08-0133

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

Bridgecreek Two Condominium Association, Inc.

c/o Beyke Law, LLC

Guarantee Amount Not to Exceed: \$3,249.80

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:

Chadni Patel and Jaimini Patel - OR 14766/1736

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

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.: 2023-08-0133

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT

ORDER NO. 2023-08-0133

SCHEDULE A

DESCRIPTION OF LAND

Situated in Section 21, Township 3, Entire Range 1, Springfield Township, Hamilton County, State of Ohio, and being more particularly described as follows:

Being all of Unit Number 19C of Bridgecreek Two Condominiums, Phase 11 (Building 19) as recorded in Plat Book 453, Pages 63-64 of the Hamilton County, Ohio Recorder's Office. The Declaration for Bridgecreek Two Condominiums is recorded in Official Record Book 12979, Page 1635 of the records of Hamilton County, Ohio, together with a percentage of ownership in the Common Elements 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 Declaration as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Elements 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.

Commonly known as: 9349 Bridgecreek Drive, #19C, Cincinnati, OH 45231

Auditor's Parcel No. 590-0230-0879

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

File No.: 2023-08-0133

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT SCHEDULE B

ORDER NO. 2023-08-0133

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: 590-0230-0879-00 Total Assessed Value: \$47,780.00

Tax Year 2022

1st half is paid in the amount of \$2,010.81. 2nd half is paid in the amount of \$2,004.77

Assessments: Public Works: \$2.80, Storm water: \$3.24 All Paid

Prior Delinquency: \$

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

- 6. Mortgage in in favor of MERS, Inc. as nominee for Rocket Mortgage, LLC (1050 Woodward Ave., Detroit, Michigan 48226) in the amount of \$202,410.00 granted by Chadni Patel and Jaimini Patel, filed October 5, 2022 in Volume 14766, page 1738 of the Official Records of Hamilton County, Ohio
- 7. Certificate of Lien in favor of Bridgecreek Two Condominium Association, Inc. filed February 21, 2023 in Volume 14857, Page 230 of the Official Record of Hamilton County, Ohio.
- 8. Reservations, restrictions, covenants, limitations, easements, and/or other conditions as shown on recorded plat of the county records.
- 9. Subject to the Bridgecreek Two Condominiums Declaration recorded in official record volume 12979, page 01635 of the deed records of Hamilton County, Ohio.
- 10. Subject to the Bridgecreek Community Association's Declaration recorded in official record volume 10163, page 2715 of the deed records of Hamilton County, Ohio.
- 11. Bankruptcy checked: Chadni Patel and Jaimini Patel no records

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

(WLTIC Edition 2/3/11)