

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 8, 2023 12:03 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1354574

TAYLOR CREEK
CONDOMINIUM OWNERS
ASSOCIATION INC
vs.
JACOB D DINGLER

A 2303348

FILING TYPE: INITIAL FILING (FORECLOSURE-OUT OF COUNTY)

PAGES FILED: 9

EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

TAYLOR CREEK CONDOMINIUM
OWNERS' ASSOCIATION, INC.
c/o Rentz Management, Inc.
P.O. Box 1027
Covington, Kentucky 41011

Judge ____

Case Number _____

Plaintiff,

COMPLAINT-FORECLOSURE

vs.

JACOB D. DINGLER 7217 Creekview Drive, Unit 11 Cincinnati, Ohio 45247

and

UNKNOWN SPOUSE OF JACOB D. DINGLER 7217 Creekview Drive, Unit 11 Cincinnati, Ohio 45247

and

LAKEVIEW LOAN SERVICING, LLC 4425 Ponce De Leon Boulevard, MS5-251 Coral Gables, Florida 33146

and

SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 Seventh Street SW Washington, DC 20410

Also serve: 221 East 4th Street, Suite 400 Cincinnati, Ohio 45202

and

CAVALRY SPV I LLC 500 Summit Lake Drive, Suite 400 Valhalla, New York 10595

Defendants.

Now comes Plaintiff Taylor Creek Condominium Owners' Association, Inc., by and through counsel, and for its Foreclosure Complaint, states as follows:

FIRST CLAIM

- 1. Plaintiff Taylor Creek Condominium Owners' Association, Inc., hereinafter referred to as "Plaintiff," is an Ohio non-profit corporation organized to administer and maintain the property known as Taylor Creek No. 2 Condominium.
- 2. Defendant Jacob D. Dingler is a member of Plaintiff Taylor Creek Condominium Owners' Association, Inc. by virtue of his ownership of 7217 Creekview Drive, Unit 11, Cincinnati, Ohio 45247 described in Exhibit "A" attached hereto (the "Property").
- 3. Pursuant to the Declaration of Condominium Ownership (the "Declaration") recorded at Book 4233, Page 914 of the Official Records of Hamilton County, Ohio, which is binding upon Defendant Jacob D. Dingler, Defendant Jacob D. Dingler owes Plaintiff the sum of \$2,270.00 for assessments and late fees due and owing through July 13, 2023, plus \$210.00 per month beginning August 1, 2023 for additional continuing assessments, plus \$25.00 per month for late fees on future continuing assessments, plus the sum of \$400.00 for the filing of the Certificate of Lien against the Property of Defendant Jacob D. Dingler. Additional amounts due include Defendant Jacob D. Dingler's share of common expenses, plus all reasonable collection expenses

including costs and reasonable attorney's fees and paralegal fees. A copy of the Declaration is not attached to this Complaint, and the reason for omission as required by Rule 10(D)(1) of the Ohio Rules of Civil Procedure is that the Declaration is a matter of public record, having been recorded in the Hamilton County, Ohio Recorder's Office.

- 4. Defendant Jacob D. Dingler has failed and refused to pay amounts due and owing under the Declaration.
- 5. Defendant Jacob D. Dingler is further obligated to pay Plaintiff's reasonable attorney fees incurred to collect assessments under the Declaration and R.C. 5311.19.

SECOND CLAIM

- 6. Plaintiff realleges Paragraphs 1 through 5 above as if fully rewritten and incorporated herein.
- 7. In accordance with the Declaration, Plaintiff has a continuing lien for assessments upon the Property of Defendant Jacob D. Dingler.
- 8. Under the authority of the Declaration, on February 24, 2021, Plaintiff filed with the Recorder of Hamilton County, Ohio a Certificate of Lien in Book 14361, Page 01548 to secure payment of sums due from Defendant Jacob D. Dingler. A copy of the Certificate of Lien is attached hereto.
- 9. This Certificate of Lien including all fees and costs is a valid and subsisting lien on the Property.
- 10. Defendant Unknown Spouse of Jacob D. Dingler may have or claim to have an interest in the Property by right of dower.

- 11. Defendant Lakeview Loan Servicing, LLC may have or claim to have an interest in the Property by virtue of a Mortgage in the original amount of \$56,548.00 recorded on March 2, 2018 in Book 13616, Page 1272 of the Records of Hamilton County, Ohio. Said mortgage was assigned from Mortgage Electronic Registration Systems, Inc. as nominee for WesBanco Bank, Inc. to Lakeview Loan Servicing, LLC by virtue of an Assignment of Mortgage recorded on January 13, 2023 in Book 14832, Page 835 of the Records of Hamilton County, Ohio.
- 12. Defendant Secretary of Housing and Urban Development may have or claim to have an interest in the Property by virtue of a Partial Claims Mortgage in the original amount of \$3,834.10 recorded on June 26, 2023 in Book 14944, Page 153 of the Records of Hamilton County, Ohio.
- Defendant Calvary SPV I, LLC may have or claim to have an interest in the Property by virtue of a Certificate of Judgment in the original amount of \$1,289.16 and filed as Case No. CJ22002471 of the Records of Hamilton County, Ohio.

THIRD CLAIM

- 14. Plaintiff realleges Paragraphs 1 through 13 above as if fully rewritten and incorporated herein.
- 15. Under R.C. §5311.18(B), Plaintiff is entitled to receive reasonable rental from Defendant Jacob D. Dingler during the pendency of this action and the appointment of a receiver to collect the rental.

WHEREFORE, Plaintiff demands judgment as follows:

A. A personal judgment against Defendant Jacob D. Dingler in the sum of

\$2,270.00 for assessments and late fees due and owing through July 13, 2023, plus \$210.00 per month beginning August 1, 2023 for additional continuing assessments, plus \$25.00 per month for late fees on future continuing assessments, plus the sum of \$400.00 for the filing of the lien against the Property of Defendant Jacob D. Dingler and costs incurred herein plus all other reasonable attorney fees until paid in full or the Property is sold;

- B. That Plaintiff's lien be declared a good, valid, and subsisting lien on the Property;
- C. That all Defendants be required to set forth their interest or claims in the Property or be forever barred;
- **D.** That liens on the Property be marshalled and the Property be appraised, advertised, and sold according to law;
- E. That Plaintiff's lien, including costs, late charges, interest and attorney's fees, be paid from the proceeds of the sale according to its priority;
- F. That Defendant Jacob D. Dingler be required to pay a reasonable rental to Plaintiff during the pendency of this action and that a receiver be appointed to collect the rental; and
- **G.** For other additional relief to which Plaintiff may be entitled.

/s/: Amy S. Ferguson

Amy S. Ferguson, Esq.

Ohio Registration Number 0059466

Trial Attorney for Plaintiff

Taylor Creek Condominium Owners' Association,

Inc.

WOOD + LAMPING, LLP

600 Vine Street, Suite 2500

Cincinnati, Ohio 45202

Telephone: (513) 214-3032

Facsimile: (513) 852-6479

Email: asferguson@woodlamping.com

INSTRUCTIONS TO THE CLERK:

Please serve all Defendants by certified mail, return receipt requested.

/s/: Amy S. Ferguson

Amy S. Ferguson, Esq.

EXHIBIT A

The Property is further described as follows:

SITUATE IN SECTION 31, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEING UNIT NO. II-X (AT 7217-11 CREEKVIEW DRIVE, CINCINNATI, OHIO 45247) OF TAYLOR CREEK NO. 2 CONDOMINRJM AS SHOWN ON THE DRAWING OF SAID CONDOMINIUM RECORDED IN PLAT BOOK 254, PAGES 6 AND 7 AS SHOWN IN THE DECLARATION OF SAID CONDOMINIUM RECORDED IN DEED BOOK 4233, PAGE 915; AND AS SHOWN IN THE BY-LAWS OF SAID CONDOMINIUM RECORDED IN DEED BOOK 4233, PAGE 956, HAMILTON COUNTY, OHIO RECORDS, TOGETHER WITH A 4.60 PERCENT INTEREST IN THE COMMON AREAS AND FACILITIES AS SET FORTH IN SAID DECLARATION AND WHICH IS AN APPURTENANCE TO THE ABOVE UNIT. EXCEPTING FROM SAID GENERAL WARRANTY COVENANTS, ALL LEGAL HIGHWAYS, RESTRICTIONS, AND EASEMENTS OF AND TAXES AND ASSESSMENTS FROM THE DATE OF THE CLOSING.

Property Address: 7217 Creekview Drive, Unit 11, Cincinnati, Ohio 45247

Auditor's Parcel Number: 510-0360-0293

Record Owner(s): Jacob D. Dingler

3706471.1

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2021-0023365 Type: NOL
Filed: 02/24/21 10:21:30 AM \$34.00
Off. Rec.: 14361 01548 F 2 266

CERTIFICATE OF LIEN

In accordance with the terms of the Declaration of Condominium Ownership (the "Declaration") recorded in Book 4233, Page 914 of the Official Records of the Hamilton County Recorder's Office and the authorization given by the Board of Directors of Taylor Creek Condominium Owners' Association, Inc. (the "Association"), the Association claims a lien for the unpaid common expenses chargeable against the property (the "Property"), and interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees and paralegal fees the Association incurs to the extent authorized by the Declaration.

The Property is further described as follows:

SITUATE IN SECTION 31, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING UNIT NO. II-X (AT 7217-11 CREEKVIEW DRIVE, CINCINNATI, OHIO 45247) OF TAYLOR CREEK NO. 2 CONDOMINIUM AS SHOWN ON THE DRAWING OF SAID CONDOMINIUM RECORDED IN PLAT BOOK 254, PAGES 6 AND 7 AS SHOWN IN THE DECLARATION OF SAID CONDOMINIUM RECORDED IN DEED BOOK 4233, PAGE 915; AND AS SHOWN IN THE BY-LAWS OF SAID CONDOMINIUM RECORDED IN DEED BOOK 4233, PAGE 956, HAMILTON COUNTY, OHIO RECORDS, TOGETHER WITH A 4.60 PERCENT INTEREST IN THE COMMON AREAS AND FACILITIES AS SET FORTH IN SAID DECLARATION AND WHICH IS AN APPURTENANCE TO THE ABOVE UNIT.

EXCEPTING FROM SAID GENERAL WARRANTY COVENANTS, ALL LEGAL HIGHWAYS, RESTRICTIONS, AND EASEMENTS OF AND TAXES AND ASSESSMENTS FROM THE DATE OF THE CLOSING.

Property Address:

7217 Creekview Drive, Unit 11

Cincinnati, Ohio 45247

Auditor's Parcel Number:

510-0360-0293

Record owner:

Jacob D. Dingler

Amount of unpaid portion of assessments and late fees: \$405.00 through February 28, 2021

Amount of attorney's fees for collection letter: \$75.00

Amount of attorney's fees for filing and release of lien (including recording fees): \$350.00

This lien also secures the above-referenced Owner's payment of common expenses, interest, administrative late fees, enforcement assessments, collection costs, attorney's fees and paralegal fees becoming due after the date of this Certificate of Lien and until this lien is satisfied and released.

Monthly Assessment:

\$200.00

Monthly Administrative Late Fees:

\$25.00

For Information Please Contact:

Rentz Management, Inc., P.O. Box 1027, Covington, KY 41012; (859) 581-4815

Taylor Creek Condominium Owners' Association, Inc.

By: Amy S. Ferguson, Esq.

STATE OF OHIO

222

COUNTY OF HAMILTON

The foregoing Certificate of Lien was acknowledged before me on this \(\frac{\gamma}{4} \) day of February, 2021, by Amy S. Ferguson, Attorney for Taylor Creek Condominium Owners' Association, Inc., on behalf of Taylor Creek Condominium Owners' Association, Inc., as its designated representative.

This Instrument Prepared By:

Amy S. Ferguson, Esq.

Cuni, Ferguson & LeVay Co., L.P.A.

10655 Springfield Pike Cincinnati, Ohio 45215

Telephone: (513) 771-6768 Facsimile: (513) 771-6781

Email: aferguson@cfl-law.com

Heather L. West
Notary Public, State of Ohlo
My Commission Expires October 28, 2023

man. alorgasonason-law.com