

# PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

### **COMMON PLEAS DIVISION**

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PAVAN PARIKH
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Hamilton County, Ohio
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THE VILLAGE OF
NORTHGATE HOMEOWNERS
ASSOCIATION IN
vs.
MARGARET L BAIRD

A 2303260

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# IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

THE VILLAGE OF NORTHGATE HOMEOWNERS ASSOCIATION, INC.	: Case No
9916 Windsich Road	: Judge
West Chester, Ohio 45069	:
,	:
Plaintiff,	:
v.	: <u>COMPLAINT FOR FORECLOSURE</u>
MARGARET L. BAIRD 3535 Amberway Court	: Auditor's Parcel No. 510-0102-0387-00
Cincinnati, Ohio 45251	<ul> <li>Property Address: 3535 Amberway Court,</li> <li>Cincinnati, Ohio 45251</li> </ul>
and	:
JOHN DOE, UNKNOWN SPOUSE, IF	: (FAIR DEBT COLLECTION NOTICE : ATTACHED)
ANY, OF MARGARET L. BAIRD, NAME UNKNOWN	:
3535 Amberway Court	:
Cincinnati, Ohio 45251	:
	:
and	:
DESCRIPTION DARKE	:
FIFTH THIRD BANK 5001 Kingsley Drive	
MD 1MOBBW	•
Cincinnati, Ohio 45227-1114	:
•	:
and	:
D. 1927 9777	:
DARYL BELL	:
177 Caldwell Drive, Apartment #G3 Cincinnati, Ohio 45216	: •
Cincinnati, Onto 43210	•
and	:
	:
HAMILTON COUNTY TREASURER	:
138 East Court Street #402	:
Cincinnati, Ohio 45202	:
Defendants.	:

Now comes Plaintiff, The Village of Northgate Homeowners Association, Inc. (the "Association"), an Ohio not-for profit corporation, and for its complaint against Defendants states as follows:

:

- 1. The Association is an Ohio condominium association that manages the property and common areas of The Village of Northgate Condominium in Hamilton County, Ohio.
- 2. Defendant Margaret L. Baird ("Baird") owns the following unit of the Association, which is located in Hamilton County, Ohio: 3535 Amberway Court, Cincinnati, Ohio 45251, of the Villages of Northgate Condominium, bearing Hamilton County Auditor's Parcel Number 510-0102-0387-00 (the "Property"), as more particularly described in the Lien herein.
- 3. By virtue of owning said unit, Baird is bound by the Association's Declaration of Condominium Ownership ("Declaration") as recorded in Deed Book 3888, Page 262, et. seq, of the Hamilton County Recorder's Office, and subsequent amendments thereto, for assessments that are due or may become due. The Declaration governs the obligations owed by Baird to the Association, which include, but are not limited to, a covenant in favor of the Association for Baird to pay monthly assessments to the Association and for other special assessments that are due or may become due, as well as reasonable attorney fees and court costs of foreclosure. A true and accurate copy of the applicable portions of the recorded Declaration, which requires Defendant Baird to pay assessments and reasonable attorney fees and court costs of the Plaintiff is attached hereto and incorporated herein by reference as Exhibit A. The full Declaration is publicly available.
- 4. By virtue of owning said Property, Baird is bound by the Declaration.

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

- 5. The Association restates each and every allegation set forth above as if fully rewritten herein.
- 6. Pursuant to the Declaration and Ohio Revised Code §5311.18, Baird is obligated to pay a monthly owner's assessment for her unit to the Association each and every month, as well as any and all assessments and late fees, if said assessments were not paid in a timely manner.

- 7. Despite the express provisions of the Declaration and Ohio Revised Code §5311.18, Baird breached her covenants and obligations owed to the Association under the Declaration and has failed and refused to pay the Association the monthly association assessments and other charges as and when due. Defendant Baird is liable for damages caused to the Association for breaching and failing to comply with the Declaration.
- 8. As a direct and proximate result of Baird's breach of the Declaration, as of August 1, 2023, Baird owes the Association the sum of Three Thousand, Three Hundred, Thirty-Eight and 81/100 Dollars (\$3,338.81) in delinquent fees and assessments, plus for each month thereafter beginning September 1, 2023, Three Hundred Thirty-Two and 59/100 Dollars (\$332.59) per month for continuing monthly assessments, plus late fees on future assessments not paid when due, plus interest, the Association's Court costs incurred herein, and the Association's reasonable attorney fees incurred in this matter, pursuant to the Declaration and Ohio Revised Code §5311.18, in an amount to be determined by the Court.

### COUNT TWO (Execution Upon Lien and Foreclosure)

- 9. The Association restates each and every allegation set forth above as if fully restated herein.
- 10. In accordance with the Declaration, Plaintiff has a continuing lien against Baird's Property for the delinquent monthly assessments, future assessments, attorney fees, and other fees, as set forth above.
- 11. On or about May 18, 2023, due to non-payment of assessments by Baird as set forth above, the Association recorded a valid certificate of lien against Baird's Property in Official Record Book 14919, Page 00192 of the Hamilton County Recorder's Office (the "Lien"). A true and accurate copy of the Lien is attached hereto and incorporated herein as **Exhibit B**.
- 12. The Lien, including all costs of said Lien, is a valid and subsisting lien on Baird's Property which is identified as 3535 Amberway Court, Cincinnati, Ohio 45251, and more particularly described

in the legal description included within the Lien attached hereto as **Exhibit B**. Pursuant to the Declaration, Ohio Revised Code §5311.18, and Ohio law, Plaintiff is entitled to foreclose the Lien, and to have the proceeds of the Sale paid to Plaintiff to satisfy all amounts due to Plaintiff for past assessments, future assessments, late fees, interest, attorney fees, costs and expenses, all through the confirmation of Sale.

- 13. The Association has used extra-judicial efforts to collect Defendant Baird's debt and is entitled to have the Property foreclosed and the equity of redemption for 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 herein.
- 14. The Association 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 Fifth Third Bank, Successor by Merger to Fifth Third Mortgage Company may have or claim to have some interest in the Property by virtue of a mortgage recorded on July 16, 2008, at Official Record Book 10901, Page 242 of the Hamilton County Ohio Records and / or other claims or interests found in the Official Records of Hamilton County, Ohio Records;
  - b. Defendant John Doe, Unknown Spouse, if any, of Margaret L. Baird, Name Unknown, may have or claim to have an interest in the Property by virtue of dower or other rights;
  - c. Defendant Daryl Bell may have or claim to have an interest in the Property by virtue of prior ownership rights. Upon information and belief, Daryl Bell deeded his interest in the Property to Kristie D. Bell by a Quit-Claim Deed which was recorded on August 10, 2006, at Official Record Book 10319, Page 01086 of the Hamilton County Recorder's

- Records; however, the Quit-Claim Deed is defective as it was not notarized. Plaintiff submits that the interest of this Defendant, if any, is junior to that of the Association; and
- d. Defendant Hamilton County Treasurer 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 The Village of Northgate Homeowners Association, Inc. prays for a judgment against the Defendants in the following manner:

- A. As to Count One, judgment in favor of the Association and against Defendant Margaret L. Baird, in an amount to be proven at trial, but not less than Three Thousand, Three Hundred, Thirty-Eight and 81/100 Dollars (\$3,338.81) in delinquent fees and assessments, plus for each month thereafter beginning September 1, 2023, Three Hundred Thirty-Two and 59/100 Dollars (\$332.59) per month for continuing monthly assessments through confirmation of Sale, plus late fees on future assessments not paid when due, plus continuing common charges, plus interest and reasonable attorney fees through confirmation of sale, pursuant to the Declaration and Ohio law;
- B. Additionally, as to Count One, that the Association be awarded its court costs and expenses, including but not limited to, reasonable attorneys' fees, as required by the Declaration;
- 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 of all Defendants be forever barred;
- D. Additionally, as to Count Two, the Property be sold in accordance with law and the orders of this Court, and that all Defendants be required to set forth any claims, liens or interests which he or it may have, or claim to have, in or upon the Property, or be forever barred therefrom. Further, 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 attorney fees, future assessments, and costs through confirmation of

Sale; including 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 and just.

Respectfully submitted,

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

#### 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).

Sean P. Donovan (0069613)

#### 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 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.

H 1657

Ges. Ind. 8th Ser. Bl. 118 p 16 v

DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

AND IMPOSING

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE PROJECT KNOWN AS

THE VILLAGES OF NORTHGATE CONTINUONAL ON THE VILLAGES OF NORTHGATE CONTINUONAL ON THE CON

Prepared by:

JAMES R. GOULD, A partner in the law firm of Gould, Bailey & Farquhar 226 Talbott Tower

Dayton, Ohio 45402

I-513-461-3912

#### ARTICLE VI

### COVENANT FOR ASSESSMENTS; LIEN FOR ASSESSMENTS

Section 6.1. Creation of a Lien and Personal Obligation The Declarant for each Unit owned within the Properties hereby coverants and agrees to pay, and each Owner of any Unit by acceptance of any right; title or interest therein (whether of not it shall be so expressed in the instrument of conveyance, Will or other matter granting him such right, title or interest) is deemed to covenant and agree to pay to the Association: (1) monthly assessments; (2) special assessments for capital improvements; and (3) special individual unit assessments. All such assessments shall be fixed estabilished and collected from time to time as hereinafter provided. Such assessments and interest thereon and expenses and reasonable attorney's fees involved in the collection thereof (together with late charges, list, fees and other charges) shall be a continuing lien in favor of the Association upon the Unit(s) against which such assessment is made or with regard to which such user fees and charges are levied. Such a lien shall arise and run from the time at which a certificate for the lien is filed as hereinafter provided

(a) When an assessment, user fee or charge remains unpaid for fifteen days after the same has become due and payable, a certificate of lien therefor shall be filed with the Recorder in

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the county or counties in which the condominium property is located, if the Trustees authorize such action. Such certificate shall contain a description of the unit against which the lien exists, the name of the record owner thereof, and the amount of the unpaid portion of the assessment user fee or charge, and shall be signed by the President of the Association or by the Chairman of the Board of Trustees of the Association.

- period of five years as provided in Ohio Revised Code.

  Section 5311,18, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of a court in an action brought to discharge such lien as hereinafter provided.
- (c) Any owner who believes that the assessment, charges and/or user fees apportioned to his unit, for which a certificate of lien has been filed by the Association as described above, have been improperly charged against him or his unit may bring an action in a court of common pleas of the county in which all or part of the condominium property is situated for the discharge

BOOK 3889 \*ACT 200

of such lien. In any such action, if it is finally determined that such portion of the common expenses has been improperly charged to such owner or his unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien, as is provided by Ohio Revised Code Section 5311.18(C).

Such assessment, interest, late charges, costs and reasonable attorney's fees involved in the collection thereof, user fees and charges shall also be the personal obligation of the person who was the owner of such property at the time they fell due. That personal obligation for any such items which are unpaid shall pass to his successors in title and each Owner of any Unit. by seceptance of any right, title or interest thereth (whether of not it shall be so expressed in the instrument of conveyance, Will prother matter granting him such right, title or interest) is deemed to assume the obligation to pay any such unpaid items; but such assumption shall not release the Owner originally obligated from liability for such payments. These provisions regarding assumption of a personal obligation by successors in title shall not apply to those who hold title merely as security for performance of an obligation and shall not apply to mortgagees who take title in Heu of foreclosure or through judicial or foreclosure asles.

Section 6.2. Purpose of Assessments. The assessments levied by
the Association shall be used to enhance property value and to promote the
recreation, health, safety and welfare of the residents in the properties and for
the improvement and maintenance of the common area and of the units situated
upon the Properties, as provided in this Declaration. More particularly, the
assessments shall be used.

- As to the monthly assessments, to pay common expenses for the following items, among others: the general maintenance services as described in the article herein dealing with maintenance; the operation, management, administration and repair of the common area and of any Association property; liability insurance premiums for the common area, any Association property and for other insurance coverage as may be provided for in this Declaration: utility charges for any portion of the properties; excluding charges individually metered to a particular unit for utilities obnsumed by that unit; lawn care, landscaping, care of trees and shrubbery, trash services; repair, maintenance and operation of all Association property and all common area, common facilities, (excluding limited common area except as provided to the contrary in this Declaration) and other similar items of expense.
- (b) As to special assessments for capital improvements, to pay for such items of expense as are described or referred to in Section 6.4 of this Declaration.
- (c) As to special individual unit assessments, to pay for such individual unit maintenance and repair services as are described in the Article of this Declaration dealing with Maintenance.

Section 6.3. Maximum Monthly Assessment. Until January 1, 1974 the maximum monthly assessment per unit shall be as set forth hereinafter and shall be due and payable in advance on or before the first day of each calendar month. There are six different models of units included within

this condominium plan and those models shall bear the following assessments: Arlington Models are to pay \$34.00 per month; Bridge-port Models are to pay \$29.00 per month; Amherst Models are to pay \$34.00 per month; Belmont Models are to pay \$26.00 per month; Adams Models are to pay \$30.00 per month; Chaflotte Models are to pay \$22.00 per month.

The monthly assessment which each numbered condominium unit

<u>Umit No.</u>	Assessment	Unit No.	Assessment
1	\$34.00	- 21	\$30,00
- 2	29.00	22	26,00
8	34.00	<b>23</b>	30:00
4	*	24	34700
.5	30.00	25	29.60
6	22,00	26	34:00
7	22,00	27	34.00
8	30.00		29.00
.9	26.00	29	34:00
10	34.00	30	30.00.
11	-29.00	31	26,00
12	84.00	32	30.00
13	34.00	33.	22.00
: 14.	29.00	34.	22.00
15	34.00	35	30:00
16	30.00	36	26:00
17.	26.00	37	30.00
18	30.00		34.00 **
. 19		39	29.00
20	. 22.00	40	34.00

<sup>(</sup>a) From and after January 1, 1974 the maximum monthly assessment for each unit may be increased by the Trustees of the Association by an amount not more than six (6%) percent above the maximum

such assessment for said unit as set forth above. For each subsequent calendar year after 1974, the Trustees may make additional
increases in assessments, effective on the first day of the next month
and limited in each calendar year to six (6%) percent above the maximum
monthly assessment in effect during the previous calendar year.

- (b) From and after January 1, 1974 the maximum monthly assessment may be increased by amounts exceeding the six (6%) percent limitation described in subparagraph (a) above, but only by a vote of the majority of the voting power of the members of the Association at a meeting duly called for that purpose, or by delivery to the Trustees of a written consent to such increased assessments signed by those persons holding the majority of such voting power.
- (c) At any time and from time to time, the Board of Trustees may fix the monthly assessments at any amount lower than the maximum monthly assessment provided for above, and the fact that such monthly assessments have been fixed at a lower rate shall not after the fact that a higher permitted level of maximum monthly assessment is then, and shall continue to be, authorized.

Section 6.4. Special Assessments for Capital Improvements: In addition to the monthly assessments authorized above, the Association may levy in any assessment year special assessments applicable to that year only for the following purposes: (a) defraying part or all of the common expenses as to the cost of reconstruction, repair, or replacement of capital improvements on the common area or on Association property,

and the construction or purchase of new capital improvements, in each instance including personal property and fixtures; (b) defraying costs of repair and restoration as referred to in Section 12.4 below; (c) paying any extraordinary fees and expenses of the insurance trustee as referred to in Section 12.9 below; and making any repayment to a mortgages for purchase of insurance as referred to in Section 12.10 of this Declaration. Such special assessments for capital improvements may be levied only upon the affirmative vote of a majority of the voting power of the members of the Association at a meeting duly called for that purpose, except as provided to the contrary in Section 12.9 of this Declaration

Section 6.5. Uniform Rate of Assessment: Both monthly assessments and special assessments for capital improvements must be fixed at a uniform rate for all similar Models, provided that Units not yet sold and conveyed by the Declarant and not yet occupied by tenants of Declarant (excluding occupancy of Units for sales or administrative purposes in connection with the condominium development) shall pay one half of the assessment amounts to be paid by similar Models which have already been so sold and conveyed or so occupied by tenants

Section 6.6. Date of Commencement of Assessments. The full monthly assessment provided for herein shall commence as to all Units included in this condominum plan on the first day of the first month following the first transfer of title to a unit to an owner other than one of the developers constituting the Declarant. This commencement date shall apply to monthly assessments, special assessments for capital improvements

and to special individual unit assessments; provided, however, that notwithstanding said commencement date no assessments shall begin for units
which have not been conveyed to an owner other than a Declarant and which
are not yet occupied by tenants until the expiration of three full calendar
months after the date on which the particular Unit is completed and ready
for occupancy, which date shall be determined by the Trustees:

Section 6.7. Notice of Amount, and Certification of Assessments

Dile. Written notice of the amount of the monthly assessment, special assessment for capital improvements and/or special individual unit assessment shall be mailed by the Association to any owner who requests such information. The Association shall furnish, upon demand and for a reasonable charge, a certificate signed by an officer of the Association setting forth whether all assessments on a specified Unit have been paid and the amount of impaid assessments; provided, however, that such a certificates need not be furnished to persons other than the owner of the Unit of the persons who have a bone fide interest in the matter of such assessments.

Association. A five dollar (\$5.00) late charge shall be added to and become a part of any assessment installment not paid to and received by the Association within fifteen (15) calendar days after the due date for such installment. Interest at eight percent per annum, computed and compounded monthly shall be due and payable as to any assessment not paid to and

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received by the Association when due and unpaid interest shall become a part of the principal amount of the monthly assessment due for the next succeeding month. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may bring an action to foreclose the lien in the manner required by Ohio Revised Code Section 5311.18(B), as authorized by the Board of Trustee. In any such foreclosure action, the Owner of the unit affected shall be required to pay a reasonable rental for said unit during the pendancy such action, and the Association as Plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such fore closure action the Association is entitled to become a purchaser at the foreclosure. In any action at law or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law. 'No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or assignment of use of the common area or by abandonment of his unit.

Section 6.9. Subordination of the Lien to Mortgages and Real Estate

Taxes. The position of the lien for assessments as to subordination is regulated by Ohio Revised Code Section 5311.18(B) which provides that such lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and except liens of first mortgages which have been filed for record.

Section 6.10. Payment for Insurance. As described in a subsequent portion of this Declaration the Association is obligated to purchase certain insurance upon the condominium properties and the Association may also purchase other insurance in the performance of its duties; premiums paid by the Association to purchase such insurance shall be a common expense, and the Association shall obtain the funds to pay for said insurance through its annual assessments by billing the Declarant and other.

Owners in addition to, and in proportion to, the assessments provided for in this. Declaration. The obligation for payment of amounts so charged for insurance premium shall bear interest in the same manner as assessments, shall be collected by the same procedures as assessments. Shall be a personal obligation of the Owners just as are the assessments, and shall constitute a lien against the property different held by each owner in the same way that assessments constitute such a lien.

Section 6.11. Payment of Utilities and Services. The assessments may be used to pay charges for water, sewer, other utilities and/or services to any building or unit on the premises which does not have a separate meter or a separate accounting procedure for such utilities and/or services.

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persons duly authorized to sign on behalf of Kaiser Aetna and of Crest Communities, Inc. Signed and acknowledged KAISER AETNA, a genera in the presence of: partnership Robert R. Weatherbie Its duly authorized Agent, Vice President and General Manager of Artisan Development Division. Crest Communities STATE OF OHIO, COUNTY OF HAMILTON, SS Before me, a Notary Public in and for said County and State; personally appeared ROBERT R. WEATHERBIE, known to me to be the duly authorized agent of KAISER AETNA, a géneral partnership formed under the laws of the State of California and authorized to do business in the State of Ohio, who acknowledge that he did execute the foregoing condominium Declaration for and on behalf of said partnership and that such partnership thereby executed the same hand that the same is the free act and deed of said partnership and of himself individu and as such authorized agent for the uses and purposes therein mentile IN TESTIMONY WHEREOF: I have hereunto set my hand seal in Hamilton County; Ohio; this 2197 day of 1 ROBERT L. BROWN Botan Politic Handley County Bale STATE OF OHIO, COUNTY OF HAMILTON, SS Before me, a Notary Public in and for said County and State, personally appeared CREST COMMUNITIES, INC., an Ohio corporation, by and through

that they did execute the foregoing condominium Declaration for and on behalf of said corporation and that the same is the free act and deed of said corporation and of themselves individually and as such officers for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Hamilton County, Ohio, this 3/51 day of Becombined

NOTARY PUBLIC

JANIOS D. KOTHER

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Scott Crowley Hamilton County Recorder's Office

Doc #: 2023-0033369 Type: NOL Filed: 05/18/23 07:29:06 AM \$34.00 Off. Rec.: 14919 00192 F 2 48

> b1491900192Fb

Auditor's Parcel No. 510-0102-0387-00

#### CERTIFICATE OF LIEN

Pursuant to authorization from the Board of Managers, the undersigned Attorney for The Village of Northgate Homeowners 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 3535 Amberway Court, Cincinnati, Ohio 45251, in Hamilton County, Ohio, as more particularly described on the attached Exhibit A ("Property"), against the owner Margaret L. Baird, in the amount of One Thousand, Three Hundred, Sixty-One and 04/100 Dollars (\$1,361.04) plus filing fees, interest, late fees, attorney fees, special assessments, and future monthly unpaid common assessments in the amount of \$332.59 per month, and all special assessments as said expenses accrue. The Village of Northgate Homeowners Association, Inc., having been duly sworn, states that the information contained herein is true and correct, to the best of its knowledge.

The Village of Northgate Homeowners

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 17 day of May 2023, by Sean P. Donovan, Attorney for The Village of Northgate Homeowners Association, Inc. owether Wreight

COURTNEY WRIGHT Notary Public, State of Ohio My Commission Expires: December 18, 2027

This Instrument Prepared By:

Stagnaro, Saba & Patterson Co., L.P.A.

2623 Erie Avenue

Cincinnati, Ohio 45208

Auditor's Parcel No. 510-0102-0387-00

#### **EXHIBIT A**

Situate in Section 9, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being Unit No. 59 of Village One, Section Two, of the Condominium property as the Villages of Northgate Condominiums, as described in the Declaration of Condominium and as shown in Exhibits A, B and C of the said Declaration of Condominium, the records and drawings of which are recorded in Deed Book 3888, Pages 262 to 344 of the Deed Records of Hamilton County, Ohio and Amendments and Exhibits, including Amendment No. 1 recorded in Deed Book 3913, Page 989 and as described and shown in any subsequent Amendments and Exhibits.