

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1355918

CROSSINGS OF SPRINGDALE
CONDOMINIUM OWNERS
ASSOCIA
vs.
CRISTAL COLE

A 2303393

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

EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

CROSSINGS OF SPRINGDALE

CASE NO.

CONDOMINIUM OWNERS'

ASSOCIATION, INC.

JUDGE

c/o Towne Properties

11840-C Kemper Springs Drive

Cincinnati, Ohio 45240

Plaintiff,

v.

CRISTAL COLE COMPLAINT FOR FORECLOSURE

12097 Crossing Drive Cincinnati, Ohio 45246

and PPN: 599-0050-0449-00

JOHN DOE UNKNOWN SPOUSE, IF ANY, 12097 Crossing Drive OF CRISTAL COLE Cincinnati, Ohio 45246

OF CRISTAL COLE 12097 Crossing Drive

Cincinnati, Ohio 45246

WITH NOTICE UNDER THE FAIR DEBT COLLECTION PRACTICES ACT

and

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR INTERLINC MORTGAGE SERVICES, LLC 10613 West Sam Houston Parkway N. Suite 200 Houston, TX 77064

Also serve at: 5875 North Sam Houston Parkway West, #300 Houston, TX 77086

and

STATE OF OHIO DEPARTMENT OF TAXATION c/o Ohio Attorney General

150 East Gay Street, 21st Floor Columbus, Ohio 43215

and

VILLAGE OF LOCKLAND OHIO c/o Regional Income Tax 101 North Cooper Avenue Lockland, Ohio 45215

and

KEYBANK NATIONAL ASSOCIATION 4224 Ridge Lea Road Amherst, NY 14226

Also serve at: 127 Public Square Cleveland. Ohio 44114

Defendants.

Plaintiff Crossings of Springdale Condominium Owners' Association, Inc., by and through counsel, states for its Complaint against Defendants as follows:

FIRST CLAIM

- 1. Plaintiff Crossings of Springdale Condominium Owners' Association, Inc. (hereinafter "Crossings of Springdale COA") is an Ohio non-profit corporation organized to administer and maintain the property known as the Crossings of Springdale Condominium Owners' Association.
- 2. Cristal Cole is presently the title holder of the property known as 12097 Crossing Drive, Cincinnati, Ohio 45246 (hereinafter "Property").
- 3. Pursuant to the Declaration of Condominium Ownership (*hereinafter* "*Declaration*"), for Crossings of Springdale COA recorded in Volume 4182, Page 1425 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 \$5,367.05 for homeowner assessments and late fees due and owning through July 24, 2023, plus any amounts due for continuing assessments

and fees, plus \$20.00 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 V, captioned "Assessments" is attached hereto as Exhibit "A"; and the entire Declaration is of record with the Hamilton County Recorder at Volume 4182, Page 1425. (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 V of the Declaration, Plaintiff has a continuing lien for unpaid assessments upon the Property located at 12097 Crossings Drive, Cincinnati, Ohio 45246.
- 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 July 24, 2023, owed the Association \$5,367.05 in unpaid homeowner assessments, late fees, legal fees and special assessments.
 - 9. A true and accurate copy of the property owner's ledger is attached as Exhibit "B".
- 10. Defendant Cristal Cole 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 March 30, 2022 at Volume 14635, Page 01198.

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 13, Town 2, Entire Range 2, City of Springdale, Hamilton County, Ohio and being Unit No. 17 of the condominium property known as Crossings of Springdale Condominium Parcel I as described in the Declaration of condominium Ownership, the records and drawings of

which are recorded in Deed Book 4182, Page 1425 and the Plat Book 222, Pages 27 and 28 of the

Hamilton County, Ohio Records.

Together with a 19.75787 percentage of interest in the common areas and facilities of Crossings of Springdale Condominium Parcel 1 as referred to above, which interest is subject to reduction

pursuant to Article X of the Declaration of Condominium Ownership.

Commonly known as: 12097 Crossings Drive, Cincinnati, Ohio 45246

Auditor's Parcel No. 599-0050-0449-00

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. The Defendants 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 Crossings of Springdale Condominium Owners' 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 Crossings of

Springdale Condominium Owners' Association, Inc. is entitled to receive reasonable rents from

Defendant Cristal Cole 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 Crossings of Springdale Condominium Owners' Association,

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Inc. respectfully requests that this Court enter judgment as follows:

A. That Plaintiff Crossings of Springdale Condominium Owners' 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;

В. 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 Crossings of Springdale Condominium Owners' 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 Crossings of Springdale Condominium Owners' 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

ibeyke@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 July 24, 2023 was \$5,367.05.
- 2. The Plaintiff Crossings of Springdale Condominium Owners' 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.

EXHIBIT

A

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gr.a. De

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CROSSINGS OF SPRINGDALE CONDOMICIUM

Gen. Ind. 8th Ser. Ex. 125 p 204 PARCEL I

DECLARATION OF CONDOMINIUM OWNERSHIP

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

Date: March 13 1980

Hamilton County Auditor

By Man. Pin (On-a.

This instrument prepared by

ROBERT J. HADLEY
SMITH & SCHNACKE
ATTORNEYS AT LAW
2000 COURTHOUSE PLAZA N.E.
P.O. BOX 1817
DAYTON, OHIO 45401

and

HERBERT B. WEISS SMITH & SCHNACKE 2900 DUBOIS TOWER 511 WALNUT STREET CINCINNATI, OHIO 45202 H 14 P 2: 04

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- N. Nondiscrimination. No owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed or national origin in the sale, lease or rental of any Family Unit nor in the use of the Common Areas and Facilities.
- O. Compliance with Covenants, Conditions and Every Family Unit owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws of the Association and with the Rules and Regulations in relation to the use and operation of the Condominium Property. Failure to comply with any of the same shall be grounds for withdrawal by the Board of Managers of privileges with respect to the use of community and recreational facilities and/or Limited Common Areas and Facilities by any defaulting Family Unit owner and by his tenants, invitees, guests and all members of his family; an action to recover sums due, for damages; or injunctive relief, or any or all of them. Such action may be maintained by any interested party against the Declarant or any of its agents, any Family Unit owner, or any person entitled to occupy a Family Unit who refuses to comply or threatens to refuse to comply with any provisions of this Declaration, the By-Laws, the Rules and Regulations, any management contract for the Condominium Property or any other document establishing ownership or control over any part of the Condominium Property. In any case of flagrant or repeated violation by a Family Unit Owner, he may be required by the Board of Managers to give sufficient surety or sureties for his future compliance with the covenants, conditions and restrictions contained in this Declaration and with the By-Laws and Rules and Regulations.

ARTICLE V

Assessments

- A. General. Assessments for the maintenance and repair of the Common Areas and Facilities and for the insurance of the Condominium Property together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.
- B. Division of Common Surplus and Common Expenses. The proportionate share of the separate owners of the respective Family Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the proportion of the total square feet of living space in all of the Family Units represented by the total square feet of living space in each of the Family Units. Such proportionate share of surplus and expenses of each Family Unit owner shall be in accordance with the percentages set forth in Article I, Section B, hereof.

-18-

11114182rc1446

C. Late Charges. The Association may impose a charge against any Family Unit owner who fails to pay any amount assessed by the Association against him or his Family Unit within twenty (20) 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 not less than Two Dollars (\$2.00) and not more than Five Dollars (\$5.00) per day for every day after the expiration of such twenty (20) day period. Additionally, if a Unit Owner shall be in default in payment of an installment upon an assessment, the Board of Managers may accelerate the remaining installments of the assessment for the year during which the default occurs by giving notice to the Unit Owner and the unpaid balance of the assessment shall become due upon the date designated in the notice, but not less than ten (10) days after delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of the notice to the Unit Owner by certified mail, whichever shall occur first.

may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any his Family Unit.

a lien upon the estate or interest in any Family Unit of the Lien of Association. The Association shall have owner thereof and upon his percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses and late charges as described above chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, suscribed by the President of the Association, is filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Family Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless 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 the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Family Unit owner shall be personally liable for all assessments levied by the Association against his Unit

F. Priority of Association's Lien. The lien provided for in Section E of this Article V shall take priority over

any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record. The lien provided for in Section E of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Family Unit affected shall during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

- G. Dispute as to Common Expenses. Any Family Unit owner who believes that the portion of common expenses chargeable to his Family Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against the action which he is entitled to bring under Section 5311.18(c) the Ohio Revised Code, submit the question to a panel of the Ohio Revised Code, submit the question to a panel of Unit owner, one of which shall be selected by said Family Managers of the Association, and the third of which shall be selected by the noard of selected by the other two arbitrators, and the question shall be decided by a majority vote of said panel, and their decision shall be final and binding on such owner and on the Association.
- H. Purchaser at Foreclosure Sale Subject to
 Declaration, By-Laws, Rules and Regulations of the Association.
 Any purchaser of a Family Unit at a foreclosure sale shill 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.
- I. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be solely liable for the chare of the common expenses or other assessments by the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Family Units, including that of such acquirer, his successors
- J. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Family Unit, other than a deed in lieu of foreclosure, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid

assessments by the Association against the grantor and his Family Unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or his first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid due the Association. Neither such grantee nor such first mortgagee shall be liable for nor shall the Family Unit conveyed be subject to a lien for, any unpaid assessments made by the forth in such statement for the period reflected in such statement.

ARTICLE VI

Insurance

A. Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all owners and mortgages insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage" in an amount not less than one hundred percent (100%) of the replacement value thereof exclusive of the cost of foundations, footings and excavation, with an agreed amount endorsement and with a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Family Unit owner as hereinafter permitted. Such policy shall also contain either & waiver by the insurer of any increased hazard clause or a provision stating that the coverage



LEDGER

Date 07/24/2023



Cristal Cole

Owner

Property

12097 Crossings Dr

t1670390 Status Current

Crossings of Springdale ...

Cincinnati OH 45246

From 09/20/2016

Total Fees

267.59

To

Deposit

9278

0.00

Office Legal

Home

(513) 739-5865

From

Age As Of All

07/24/2023

Correspondence

Excel

| | | | · · · · · · · · · · · · · · · · · · · | | | |
|------------|-------------------------------------------------------------------------------|---------|---------------------------------------|----------|------------|--------------------------|
| Date | Description | Unit | Charges | Payments | Balance | Chg/Rec |
| 12/31/2020 | feeinc-Association Fee Beginning Balances from prior mgmt | CD12097 | 669.65 | | | C-17824790 |
| 12/31/2020 | latecoa-Late Fee Beginning Balances from prior mgmt | CD12097 | 405.00 | | 1,074.65 | C-17824793 |
| | legal-Legal Fees Beginning Balances from prior mgmt | CD12097 | 10.00 | | | C-17824795 |
| | feeinc-Association Fee (01/2021) | CD12097 | 226.77 | | | C-17823719 |
| 02/01/2021 | feeinc-Association Fee (02/2021) | CD12097 | 226.77 | | - | C-17945142 |
| | fatecoa-Late Fee | CD12097 | 20.00 | | | C-17980237 |
| | feeinc-Association Fee (03/2021) | CD12097 | 226.77 | | | C-18098553 |
| | latecoa-Late Fee | CD12097 | 20.00 | | *. | C-18128190 |
| | feeInc-Association Fee (04/2021) | CD12097 | 226.77 | | | C-18258047 |
| | Chk# 94667041 - Debit Card On-Line Payment; Web - Resident Services | | | 226.77 | 1,804.96 | R-27970171 |
| | latecoa-Late Fee | CD12097 | 20.00 | | • | C-18288300 |
| 05/01/2021 | feeinc-Association Fee (05/2021) | CD12097 | 226.77 | | | C-18405298 |
| 05/26/2021 | Chk# 98185019 - Debit Card On-Line Payment ; Mobile Web - Resident Services | | | 346.77 | | R-28118095 |
| | feeInc-Association Fee (06/2021) | CD12097 | 226.77 | | - | C-18549007 |
| 06/21/2021 | Chk# 101064943 - Debit Card On-Line Payment; Mobile Web - Resident Services | | | 326.77 | | R-28240178 |
| 07/01/2021 | feeinc-Association Fee (07/2021) | CD12097 | 226.77 | | - | C-18710764 |
| 07/22/2021 | Chk# 104475934 - Debit Card On-Line Payment; Mobile Web - Resident Services | | | 326.77 | | R-28387645 |
| 08/01/2021 | feeinc-Association Fee (08/2021) | CD12097 | 226.77 | | | C-18852735 |
| 08/25/2021 | Chk# 107992332 - Debit Card On-Line Payment; Mobile Web - Resident Services | | | 326.77 | | R-28524728 |
| 09/01/2021 | feeinc-Association Fee (09/2021) | CD12097 | 226.77 | | - | C-18994493 |
| 10/01/2021 | feeinc-Association Fee (10/2021) | CD12097 | | | | -19146968 |
| 11/01/2021 | feeinc-Association Fee (11/2021) | CD12097 | | | - | C-19296702 |
| 11/16/2021 | latecoa-Per Julie add late fee failed payment agreement | CD12097 | 60.00 | | - | C-19321798 |
| 11/21/2021 | latecoa-Late Fee | CD12097 | | | • | C-19331037 |
| 11/27/2021 | Chk# 118004107 - Debit Card On-Line Payment; Mobile Web - Resident Services | | | 246.77 | - | R-28929591 |
| | feeinc-Association Fee (12/2021) | CD12097 | 226.77 | | - | C-19439104 |
| 12/20/2021 | Chk# 120901930 - Debit Card On-Line Payment; Web - Resident Services | | | 226.77 | • | 2-29041374 |
| 12/21/2021 | latecoa-Late Fee | CD12097 | 20.00 | 440,,, | • | -19472546 |
| 01/01/2022 | feeinc-Association Fee (01/2022) | CD12097 | 267.59 | | | C-19620019 |
| 01/16/2022 | Chk# 123995027 - Debit Card On-Line Payment ; Web - Resident Services | | | 267.50 | 1,938.59 F | |
| | feeinc-Association Fee (02/2022) | CD12097 | 267,59 | | - | -19793663 |
| 02/21/2022 | latecoa-Late Fee | CD12097 | | | | -19853691 |
| 02/23/2022 | Chk# 028198189 - AAB E-Check | -, | | 268.00 | 1,958.18 F | |
| | feeinc-Association Fee (03/2022) | CD12097 | 267.59 | 200.00 | | -19968365 |
| | latecoa-Late Fee | CD12097 | 20.00 | | - | -20015747 |
| 03/30/2022 | legal-Legal Fees Lien Admin Fee | CD12097 | 50.00 | | • | -20043068 |
| | legal-Legal Fees Lien Filed | CD12097 | 318.00 | | | -20043637 |
| | feeinc-Association Fee (04/2022) | CD12097 | 267.59 | | | C-20141220 |
| | latecoa-Late Fee | CD12097 | 20.00 | | | -20141220 |
| | feeinc-Association Fee (05/2022) | CD12097 | 267.59 | | • | C-20100101 |
| | latecoa-Late Fee | CD12097 | 20.00 | | | C-20231460 C-20348051 |
| | legal-Legal Fees Foreclosure Warning Letter | CD12097 | 50.00 | | • | |
| | feeinc-Association Fee (06/2022) | CD12097 | 267.59 | | | -20351405 |
| | latecoa-Late Fee | CD12097 | 207.39 | | <u>-</u> ' | -20455534 |
| | feeinc-Association Fee (07/2022) | CD12097 | 267.59 | | | -20495088 |
| | latecoa-Late Fee | CD12097 | 20.00 | | _ ' | C-20624542 |
| | Chk# 147216905 - Debit Card On-Line Payment ; Mobile Web - Resident Services | CO1203/ | 20.00 | E1/ 12 | - | 2-20672396 |
| 0112112022 | CHAN TANTIONON - DEDIT COLD ONLINE LOADING IN LINGUIS MED . KERIGEUT RELAIGES | | | 214.13 | 3,300.00 F | K-2010\141 |

| ١ | a implication | rardi Systems, Inc Yardi Voyage | ľ | • | | |
|---|----------------------------------------------------------------------|---------------------------------|----------|--------|--------------------------------------------|-----|
| | 08/01/2022 feeinc-Association Fee (08/2022) | CD12097 | 267.59 | | 2 E67 E0 C 2020200C | |
| | 08/21/2022 latecoa Late Fee | CD12097 | 20.00 | | 3,567.59 C-20783096 | |
| | 09/01/2022 feeinc Association Fee (09/2022) | CD12097 | 267.59 | | 3,587.59 C-20822319 3,855.18 C-20928940 | |
| | 09/21/2022 latecoa-Late Fee | CD12097 | 20.00 | | 3,875.18 C-20926940 3,875.18 C-20966375 | |
| | 10/01/2022 feeinc-Association Fee (10/2022) | CD12097 | 267.59 | | 4,142.77 C-21082333 | |
| | 10/21/2022 latecoa-Late Fee | CD12097 | 20.00 | | 4,162,77 C-21062333 | |
| | 11/01/2022 feeinc-Association Fee (11/2022) | CD12097 | 267.59 | | 4,430.36 C-21243902 | |
| | 11/02/2022 Chk# 032617296 - AAB E-Check | CD120,37 | 207.33 | 430.36 | • | |
| | 11/21/2022 latecoa-Late Fee | CD12097 | 20.00 | 430.30 | 4,020.00 C-21281225 | |
| | 11/22/2022 Chk# 032860704 - AAB E-Check | 6012037 | 20.00 | 300.00 | • | |
| | 12/01/2022 feeinc-Association Fee (12/2022) | CD12097 | 267.59 | 300.00 | 3,987.59 C-21386849 | |
| | 12/21/2022 latecoa-Late Fee | CD12097 | 20.00 | | 4,007.59 C-21424010 | |
| | 01/01/2023 feeinc-Association Fee (01/2023) | CD12097 | 267.59 | | 4,275.18 C-21565862 | |
| | 02/01/2023 feeinc-Association Fee (02/2023) | CD12097 | 267.59 | | 4,542.77 C-21734367 | |
| | 02/21/2023 latecoa-Late Fee | CD12097 | 20.00 | | 4,562.77 C-21734367 4,562.77 C-21807024 | |
| | 03/01/2023 feeinc-Association Fee (03/2023) | CD12097 | 267.59 | | 4.830.36 C-21921466 | |
| | 03/21/2023 latecoa-Late Fee | CD12097 | 20.00 | | 4,850.36 C-21921466 4,850.36 C-21982534 | |
| | 03/21/2023 Isadmin-Late Statement Chg Late Fee Statement Charge | CD12097 | 5.00 | | 4,855.36 C-22010875 | |
| | 04/01/2023 feeinc-Association Fee (04/2023) | CD12097 | 267.59 | | 5.122.95 C-22105963 | |
| | 04/05/2023 Chk# 035967133 - AAB E-Check | CDIZO37 | 207.33 | 955.00 | 4,167.95 R-31349803 | |
| | 04/21/2023 latécoa-Late Fée | CD12097 | 20.00 | 333.00 | 4,187.95 C-22173071 | |
| | 04/26/2023 forechg-Foreclosure Charge Foreclosure Admin Fee | CD12097 | 250.00 | | 4,437.95 C-22196068 | |
| | 05/01/2023 feeinc-Association Fee (05/2023) | CD12097 | 267.59 | | 4,705.54 C-22283334 | |
| | 05/21/2023 latècoa-Late Fee | CD12097 | 20.00 | | 4,725.54 C-22335919 | |
| | 05/23/2023 forechg-Foreclosure Charge Removal of Foreclosure Admin F | | (250.00) | | 4,475.54 C-22338140 | ٠ |
| | 05/24/2023 Chk# 187181268 - Credit Card On-Line Payment; Mobile W | | (450.00) | 223.67 | | |
| | 06/01/2023 feeinc-Association Fee (06/2023) | CD12097 | 267.59 | 225.07 | 4,519.46 C-22444321 | |
| | 06/07/2023 legal-Legal Fees Attorney Invoice | CD12097 | 165.00 | | 4,684.46 C-22475965 | |
| | 06/21/2023 latecoa-Late Fee | CD12097 | 20.00 | | 4,704.46 C-22497829 | |
| | 07/01/2023 feeinc-Association Fee (07/2023) | CD12097 | 267.59 | | 4,972.05 C-22625566 | |
| | 07/07/2023 forechg-Foreclosure Charge Foreclosure Admin Fee | CD12097 | 250.00 | | 5,222.05 C-22660596 | ٠. |
| | 07/12/2023 forechg-Foreclosure Charge Removal of Foreclosure Admin F | | (250.00) | | 4,972.05 C-22671559 | |
| | 07/12/2023 wofchg-Warning of Foreclosure Admin Fee | CD12097 | 75.00 | | 5,047.05 C-22671562 | . ' |
| | 07/12/2023 legal-Legal Fees Foreclosure warning letter | CD12097 | 50.00 | | 5,097.05 C-22671796 | |
| | 07/21/2023 latecoa-Late Fee | CD12097 | 20.00 | | 5,117.05 C-22690010 | • |
| | 07/24/2023 forechg-Foreclosure Charge Foreclosure Admin Fee | CD12097 | 250.00 | | 5,367.05 C-22693118 | |
| | | | | | | |



Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0032933 Type: NOL
Filed: 03/30/22 10:56:25 AM \$34.00
Off. Rec.: 14635 01198 F 2 248

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CERTIFICATE OF LIEN

Pursuant to the Declaration of Condominium Ownership for Crossings of Springdale Condominium Owners' Association recorded in Volume 4182, page 1425 of the Deeds Records of Hamilton County, Ohio and as subsequently amended and supplemented, the undersigned Crossings of Springdale Condominium Owners' Association 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 13, Town 2, Entire Range 2, City of Springdale, Hamilton County, Ohio and being Unit No. 17 of the condominium property known as Crossings of Springdale Condominium Parcel I as described in the Declaration of condominium Ownership, the records and drawings of which are recorded in Deed Book 4182, Page 1425 and the Plat Book 222, Pages 27 and 28 of the Hamilton County, Ohio Records.

Together with a 19.75787 percentage of interest in the common areas and facilities of Crossings of Springdale Condominium Parcel I as referred to above, which interest is subject to reduction pursuant to Article X of the Declaration of Condominium Ownership.

Commonly known as: 12097 Crossings Drive, Cincinnati, Ohio 45246 Auditor's Parcel No. 599-0050-0449-00

OWNER'S NAME: Cristal Cole

CURRENT AMOUNT DUE: \$2,613.77 through 3/30/2022, plus continuing fees, costs and interest. Included in this balance is ATTORNEY FEES AND OTHER CHARGES of \$318.00.

For information regarding this lien, please contact: Crossings of Springdale Condominium Owners' Association (513) 874-3737.

In witness whereof, the Crossings of Springdale Condominium Owners' Association has caused this Certificate to be signed this 30 day of March, 2022 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 March, 2022 by Joseph June Egyke, attorney for Crossings of Springdale Condominium Owners' Association and Comparison on behalf of the corporation.

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

Notary Public, State of Ohio

Instrument Prepared By:
Joseph L. Beyke, Esq.

BEYKE LAW, LLC

8561 S. Mason-Montgomery Road, Suite 28

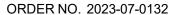
Mason, Ohio 45040

(513) 346-2836

jbeyke@beykelaw.com

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT



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

Crossings of Springdale Condominium Owners' Association, Inc.

c/o Beyke Law, LLC

Guarantee Amount Not to Exceed: \$5,225.05

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:

Cristal Cole - OR 13258/296

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 10, 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.: 2023-07-0132

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT

ORDER NO. 2023-07-0132

SCHEDULE A

LEGAL DESCRIPTION

Situated in Section 13, Town 2, Entire Range 2, City of Springdale, Hamilton County, Ohio and being Unit No. 17 of the condominium property known as Crossings of Springdale Condominium Parcel I as described in the Declaration of condominium Ownership, the records and drawings of which are recorded in Deed Book 4182, Page 1425 and the Plat Book 222, Pages 27 and 28 of the Hamilton County, Ohio Records.

Together with a 19.75787 percentage of interest in the common areas and facilities of Crossings of Springdale Condominium Parcel 1 as referred to above, which interest is subject to reduction pursuant to Article X of the Declaration of Condominium Ownership.

Commonly known as: 12097 Crossings Drive, Cincinnati, Ohio 45246

Auditor's Parcel No. 599-0050-0449-00

PJR-1S OTIRB Preliminary Judicial Report-Schedules (OTIRB 4-15-10) File No.: 2023-07-0132

(WLTIC Edition 2/3/11)

WESTCOR LAND TITLE INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT SCHEDULE B

ORDER NO. 2023-07-0132

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.
- Roads, streams, ways, or easements, if any, not shown of the public record, riparian rights and title to any filledin 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: 599-0050-0449-00 Total Assessed Value: \$49,560.00

Tax Year 2022

1st half is paid in the amount of \$1316.04. 2nd half is paid in the amount of \$1316.04.

Assessments: N/A Prior Delinquency: \$

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

- 6. Mortgage in favor of MERS, Inc. as nominee for Interlink Mortgage Services, LLC, 10613 West Sam Houston Parkway, N. Ste 200, Houston, Texas 77064 the amount of \$116,44.00 granted by Cristal Cole, filed September 23, 2016 in Volume 13258, page 298 of the Official Records of Hamilton County, Ohio
- 7. Judgment Lien in favor of the State of Ohio Department of Taxation in the amount of \$479.92 dated May 11, 2021 and indexed with the Hamilton County Clerk of Courts at CJ21-017373.
- 8. Certificate of Lien in favor of Crossings of Springdale Condominium Owners' Association filed March 30, 2022 in Volume 14635, page 1199 of the Official Record of Hamilton County, Ohio.
- 9. Judgment Lien in favor of Village of Lockland Ohio in the amount of \$1,105.27 dated April 21, 2022 and indexed with the Hamilton County Clerk of Courts at CJ22014391.
- 10. Judgment Lien in favor of Keybank National Association in the amount of \$29,640.64 dated September 13, 2022 and indexed with the Hamilton County Clerk of Courts at CJ22028711.
- 11. Judgment Lien in favor of Keybank National Association in the amount of \$34,775.00 dated May 1, 2023 and indexed with the Hamilton County Clerk of Courts at CJ23013050.
- 12. Judgment Lien in favor of Keybank National Association in the amount of \$16,568.07 dated May 1, 2023 and indexed with the Hamilton County Clerk of Courts at CJ23013051.
- 13. Reservations, restrictions, covenants, limitations, easements, and/or other conditions as shown on recorded plat of the county records in Plat Book 222, Pages 27 and 28.
- Subject to the Declaration of Covenants, Conditions and Restrictions recorded in official record volume 4182, page 1425, of the Official records of Hamilton County, Ohio.
- 15. Bankruptcy checked: Cristal Cole no records

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

(WLTIC Edition 2/3/11)