

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

TRACIE M. HUNTER,	:	APPEAL NO. C-150519
	:	TRIAL NO. A-1304940
Plaintiff-Appellant,	:	
	:	<i>JUDGMENT ENTRY.</i>
vs.	:	
SUR LA MONT CONDOMINIUM	:	
OWNERS ASSOCIATION, INC.,	:	
	:	
Defendant-Appellee/Third-Party	:	
Plaintiff-Appellee,	:	
	:	
vs.	:	
TRACIE M. HUNTER,	:	
	:	
Third-Party Defendant-Appellant,	:	
	:	
and	:	
	:	
MORTGAGE ELECTRONIC	:	
REGISTRATION SYSTEMS, INC., c/o	:	
FLEET MORTGAGE CORP., successor	:	
in interest to THE PROVIDENT BANK,	:	
et al.,	:	
	:	
Third-Party Defendants.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. See S.Ct.R.Rep.Op. 2; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Plaintiff-appellant/third-party defendant-appellant Tracie M. Hunter appeals from the judgment of the trial court granting summary judgment in favor of defendant-appellee/third-party plaintiff-appellee Sur La Mont Condominium Association, Inc., (“Sur La Mont”). Because the judgment appealed from is not a final order, we lack jurisdiction and must dismiss this appeal.

Hunter owns a condominium unit at Sur La Mont. She sued Sur La Mont for breach of contract and fraud, and sought to have two Sur-La-Mont liens on her property discharged. Hunter also requested punitive damages, attorney fees, and costs. Sur La Mont counterclaimed and filed a third-party complaint in foreclosure. In its first claim, Sur La Mont asserted that Hunter owed overdue condominium assessments and late fees “from March 1, 2006 through February 28, 2014, plus \$125 per month beginning March 1, 2014 for continuing assessments, plus \$100 per month for late fees on future assessments not paid when due, plus the sum of \$310 for the filing of the Certificate of Lien against the property of Tracie M. Hunter.” Sur La Mont also claimed it was entitled to “Tracie Hunter’s share of common expenses, plus all reasonable collection expenses including costs and reasonable attorney’s fees and paralegal fees.” In its second claim, Sur La Mont asserted that it was entitled to \$1500 in monthly rent during the pendency of the action under R.C. 5311.18(B)(2), and asked that the court appoint a receiver to collect this rent. Finally, Sur La Mont sought to foreclose on Hunter’s condominium.

Sur La Mont filed two motions for summary judgment, requesting judgment in its favor as to all claims. Following briefing by the parties, the trial court granted Sur La Mont’s motions. However, the court’s entry did not specify the relief granted. As to Sur La Mont’s assessment and rent claims, the entry did not set forth a damage award. As to the foreclosure action, the court’s order did not detail the extent of each lienholder’s interest, the priority of the liens, or the other rights and responsibilities of each party in the action. For these reasons, the trial court’s judgment is not a final order. *See Walburn v. Dunlap*, 121 Ohio St.3d 373, 2009-Ohio-1221, 904 N.E.2d 863, ¶ 31, quoting *Noble v. Colwell*, 44 Ohio St.3d 92, 96, 540 N.E.2d 1381 (1989); *CitiMortgage, Inc. v. Roznowski*, 139 Ohio St.3d 299, 2014-Ohio-1984, 11 N.E.3d 1140, ¶ 38-39. Accordingly, we are without jurisdiction over this appeal. *See* Article IV, Section 3(B)(2), Ohio Constitution.

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The appeal is hereby dismissed.

A certified copy of this judgment entry is the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

FISCHER, P.J., CUNNINGHAM and STAUTBERG, JJ.

To the clerk:

Enter upon the journal of the court on June 24, 2016
per order of the court _____.

Presiding Judge