

The terms of said stipulations and agreements were incorporated into enforceable orders and decrees of this Court filed on April 30, 2021.

Plaintiff and Respondents-Defendants Dequise Jackson and Isaiah Jackson also participated in negotiations and reached a stipulated agreement, the terms of which were incorporated into enforceable orders and decrees of this Court filed on April 30, 2021.

Plaintiff and Respondents-Defendants Apex Colonial OH LLC, Apex Colonial Holdings LLC, Apex Colonial Investors LLC, Aloft Mgt. LLC, Aron Puretz, Oron Zarum and Sylvia Sherman, by and through counsel, appeared before this Court on August 30, 2021, for a hearing on the merits.

Nicko Person and Sentral Hill did not appear before the Court and are not parties to this Order. Resolution of all claims against parties not present during the current proceedings shall occur at a future date determined based on the availability of the Court.

Respondents-Defendants waive any defects in service regarding this cause of action. Accordingly, the Court finds that all the aforementioned parties have been served according to law and are properly before the Court.

Stipulations between the Parties

1. Respondent-Defendant Apex Colonial OH, LLC is the record property owner of the real property known as Franklin County Permanent Parcel Nos. 010-134510, 010-134511, 010-134512, 010-134513, 010-134514, 010-134515, 010-134516, 010-134517, 010-134518, 010-134519, 010-134520, 010-134521, 010-134522, 010-134523, 010-134524, 010-134525, 010-134526, 010-134527, 010-134528, 010-134529, 010-134530, 010-134531, 010-134532, 010-134533, 010-134534, 010-134535, 010-134536, 010-137570, 010-

137571, 010-137572, 010-137573, 010-137574, 010-137576 and 010-137577, situated in the City of Columbus, Franklin County, Ohio (collectively, “the Premises” or “Colonial Village Apartments”).

2. Respondent-Defendant Apex Colonial OH, LLC has been the record property owner of the Premises since March 26, 2020.
3. Respondent-Defendant Apex Colonial Holdings, LLC is the sole member of Apex Colonial OH, LLC.
4. Respondent-Defendant Apex Colonial Investors, LLC is the managing member of Apex Colonial OH, LLC.
5. Respondent-Defendant Aloft MGT, LLC is the current property management company overseeing the Premises.
6. Respondent-Defendant Oron Zarum is the owner of Respondent-Defendant Apex Colonial OH, LLC.
7. Respondent-Defendant Aron Puretz has an interest in the Premises by virtue of a personal Guaranty of Payment and Performance dated August 28, 2020, and executed by Aron Puretz in consideration of an Open-End Mortgage for the Premises.
8. Respondent-Defendant Sylvia Sherman is an employee of Aloft Mgt, LLC and is the onsite property manager at Colonial Village Apartments.
9. Respondent-Defendant Sylvia Sherman has been the property manager at Colonial Village Apartments since 2010.
10. The real property at issue in this matter is a multi-unit apartment complex, known as Franklin County Permanent Parcel Nos. 010-134510, 010-134511, 010-134512, 010-134513, 010-134514, 010-134515, 010-134516, 010-134517, 010-134518, 010-134519,

010-134520, 010-134521, 010-134522, 010-134523, 010-134524, 010-134525, 010-134526, 010-134527, 010-134528, 010-134529, 010-134530, 010-134531, 010-134532, 010-134533, 010-134534, 010-134535, 010-134536, 010-137570, 010-137571, 010-137572, 010-137573, 010-137574, 010-137576 and 010-137577, situated in the City of Columbus, Franklin County, Ohio.

11. The Premises is a five hundred and eight (508) unit multi-family residential apartment complex, spanning thirty (30) parcels and ninety-six (96) buildings, located on the east side of the City of Columbus and known as "Colonial Village Apartments."
12. Colonial Village Apartments has been among the City of Columbus Department of Code Enforcement's ("Code Enforcement") worst properties since 2018.
13. On or about October 29, 2019, Code Enforcement began interior and exterior inspections at Colonial Village Apartments pursuant to numerous complaints from tenants and community members regarding violations of Columbus City Code at the Premises.
14. Over the course of four days, and in the presence of Respondent-Defendant SYLVIA SHERMAN, Code Enforcement issued more than four hundred (400) notice violations to the property owner and to property management for violations of Columbus City Code including but not limited to: bed bugs, rodent infestation, roach infestation, water damage, holes/cracks in ceiling(s), lack of utilities, missing air conditioning units, missing handrail(s), broken outlet cover(s), prohibited occupancy, broken cabinets, loose doors, damaged flooring, missing/inoperable smoke detector(s), fire damage, broken windows, loose handrails, bare and rotted wood, detached and rotted door framing, detached sections of fascia , damaged or missing rain carriers, missing downspouts, debris filled gutters, missing soffit materials, mortar voids and damaged concrete, potholes, missing unit

addresses/identifiers, broken/damaged light fixtures, damaged fencing, loose/damaged siding, damaged thresholds, exposed wiring, unsecured vacant units, trash and debris, solid waste, yard waste, graffiti and prohibited graphics.

15. From May 26, 2021 – July 23, 2021, the City of Columbus, Department of Refuse (“Refuse”) was unable to service refuse containers (“dumpsters”) located at the Premises due to bulk and unacceptable waste inside of the dumpsters, operable and inoperable vehicles blocking safe access to the dumpsters and the general overflowing nature of dumpsters located on the Premises.
16. On July 21, 2021, Refuse observed two (2) out of service dumpsters at the Premises.
17. On July 30, 2021, Code Enforcement completed compliance inspections at the Premises and observed minimal work in progress. Code Enforcement observed two hundred and one (201) outstanding code violations at the Premises. Thirteen (13) new emergency notice violations were issued to property ownership and property management for vacant and unsecured units at the Premises as well as missing or inoperable smoke detectors. Code Enforcement observed over one hundred (100) vacant and unsecured units at the Premises. Code violations observed at the Premises were substantially the same types of violations observed during the 2019 inspections.
18. Colonial Village Apartments is a location known by the Columbus Division of Police (hereinafter “CPD”) and surrounding community as a high-crime area due to the numerous felony drug offenses and incidents of violent crime occurring at the Premises, including, but not limited to, shootings, stabbings, homicides, felonious assaults, fights and drug overdoses.

19. Since March of 2020, CPD has responded to approximately one thousand five hundred (1,500) calls for service to the Premises.

20. Since January of 2019, the Columbus Division of Fire has responded to the Premises over seven hundred (700) times for drug overdoses, injuries due to assault, shootings, stabbings and individuals who were determined to be dead on arrival (DOA).

Having considered the stipulations herein, the facts as alleged in the Complaints ~~and the testimony and evidence admitted during the Permanent Injunction Hearing~~, the Court hereby **FINDS** as follows:

21. The Premises constitutes a public nuisance as defined by O.R.C. §§ 3719.19, 3767.01, and 3767.41; C.C.C. § 4703.01, and under common law.

22. The Premises is thus subject to abatement under O.R.C. § 3767, C.C.C. § 4701.08, and under common law.

23. Respondent-Defendant Apex Colonial OH, LLC is the real property owner of the Premises.

24. Respondent-Defendant Aloft Mgt, LLC is the property management company overseeing the Premises.

25. Respondents-Defendants are guilty of maintaining a public nuisance at the Premises pursuant to § 3767.02. Respondents-Defendants are guilty of maintaining a public nuisance at the Premises, for having a structure in violation of the laws pertaining to illegal drugs (including violations of O.R.C. Chapter 2925, O.R.C. Chapter 3719.10), and through the permission or existence of criminal activity at the Premises that substantially interferes with the area's public decency, sobriety, peace, safety, welfare, and good order.

26. Respondents-Defendants own fixtures, furniture, and movable property at the Premises that have been used in conducting, maintaining, and facilitating said public nuisance.
27. Respondents-Defendants at all times relevant to this action maintained a public nuisance at the Premises threatening the health, safety, and welfare of the people of the City of Columbus, persons at the Premises, and members of the Columbus, Ohio Division of Police and Division of Fire.
28. Pursuant to O.R.C. § 3767.41 and C.C.C. § 4703.01, the Court also finds that the Premises is not in compliance with Columbus City Code – Title 47.
29. Within thirty (30) days of this Order, Respondents-Defendants have a duty to abate the public nuisance at the Premises by bringing the property into compliance with any and all applicable provisions of Columbus City Code.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

Nuisance Abatement

30. Respondents-Defendants and any heirs, successors in interest or title, transferees and/or assigns, or any other person are permanently and perpetually enjoined from conducting, maintaining, using, occupying, or in any way permitting the use of the Premises as a public nuisance. This permanent injunction shall run with the land and will be binding upon the real property itself, as well as Respondents-Defendants, and any other successors and assigns in interest.
31. Respondents-Defendants are permanently and perpetually enjoined from conducting, maintaining, using, occupying, or in any way permitting the use of a public nuisance at the Premises or any other property in Franklin County and Columbus, Ohio.

32. **New Owner Screening.** In the event of a sale of the Premises, Respondents-Defendants or any successors or assigns in interest shall provide Plaintiff the following information no less than thirty (30) days before the property is set to transfer to the perspective buyer:

- a. Name of person(s) or entity;
- b. Address;
- c. Statutory agent and Agent's address (if applicable); and
- d. Copy of the proposed sale agreement.

33. Within thirty (30) days of this Order, Respondents-Defendants shall hire and maintain a qualified maintenance staff of at least six (6) members. The maintenance staff shall work a minimum of forty (40) hours per week, with at least one (1) staff member being available on the weekends and after-hours.

34. Respondents-Defendants shall provide the Court's Chief Environmental Specialist with name(s) and contact information of all maintenance workers within thirty (30) days of this Order.

35. Respondents-Defendants shall ensure that at least one property manager is present at the Premises and available to address tenant concerns a minimum of five (5) days per week. Said property manager shall be available a minimum forty (40) hours per week.

36. Respondents-Defendants shall provide the Court's Chief Environmental Specialist with the name(s) and contact information of all property managers within thirty (30) days of this Order.

37. Respondents-Defendants shall provide written notice to all tenants at the Premises with name(s) contact information of the property manager(s) and maintenance staff.

38. Within thirty (30) days of this Order, Respondents-Defendants shall establish a Service-Level Agreement ("SLA") for response to maintenance requests.

e. Emergency maintenance requests shall be responded to in writing within twenty-four (24) hours of receipt.

i. For the purposes of this Paragraph, an emergency maintenance request is defined as a maintenance request regarding heat, water, sewage, smoke detectors, and/or electricity.

f. Non-emergency maintenance requests shall be responded to in writing within one (1) to three (3) business days of receipt.

39. Pursuant to Columbus City Code 4551.05, Respondents-Defendants shall provide all tenants with a written receipt for any security deposit and for all rental payments at the time that deposit or payment is received. In the event of payment by cash or by any other means that does not provide an automatically generated written receipt, the receipt shall be provided within four (4) business days of the security deposit or rental payment being received.

40. At all times at the Premises, Respondents-Defendants or any successors or assigns in interest, shall ensure that the following rules, policies, and conditions be implemented and maintained:

g. There shall be no sale, use, or possession of drugs, to include synthetic drugs, at the Premises;

h. There shall be no sale, use, or possession of drug paraphernalia at the Premises;

i. There shall be no lewdness or prostitution at the Premises;

- j. There shall be no loitering whatsoever permitted upon the exterior of the Premises; management shall remove any person found to be loitering;
- k. The Premises shall be kept in compliance with Columbus City Code as it pertains to Code Enforcement, Building Code, and Health Code; and
- l. There shall be a trespass form on file with the Columbus Division of Police for the Premises. This form shall be kept up to date such that it is always valid for the Premises.

41. All tenants at the Premises shall allow for the inspection of occupied units with outstanding code violations.

- a. Landlord shall provide required notice to all tenants prior to entering or facilitating access to any unit for the purpose of inspecting outstanding code violations.
- b. Upon the issuance of said notice, Landlord shall facilitate access to Code Enforcement or the Court's Chief Environmental Specialist to complete inspections.

Security

42. Within thirty (30) days of this Order, Respondents-Defendants shall employ no less than six (6) private security officers. The private security officers must cover a minimum of sixteen (16) hour shift for seven (7) days per week at the Premises.

- a. Respondents-Defendants shall provide to the Plaintiff the name(s) and contact(s) of all persons retained by the Defendants to provide security services at the Premises no less than seven (7) days after retention of said services.

b. Any private security company or officer retained by Respondents-Defendants to perform security services at the Premises shall be registered or licensed according to the laws of the State of Ohio.

i. Respondents-Defendants shall provide proof of applicable licensure or registration to the Plaintiff no less than fifteen (15) days after retention of security services at the Premises.

ii. If private security services have already been retained by the Respondents-Defendants prior to the execution of this Order, the Respondents-Defendants shall immediately provide proof of required licensure or registration to the Plaintiff.

c. Respondents-Defendants shall provide the Court's Chief Environmental Specialist with the name(s) and contact information of all security officers within thirty (30) days of this Order.

43. Respondents-Defendants shall maintain, install, and/or return to working condition, full HD 1080p Indoor/Outdoor Dome Cameras, or cameras of a comparable equivalent, to monitor all facets of the exterior of the Premises. The camera system shall be maintained at all times with the following stipulations:

a. All cameras shall be operational and recording footage during all hours of operation;

b. Monitors displaying the real-time footage captured by all exterior cameras shall be situated in such a manner as to be easily viewed by law enforcement at all times;

c. Footage captured by all exterior cameras shall be recorded, stored, and held for no less than thirty (30) days;

- d. Footage captured by all exterior cameras shall be made available to law enforcement upon request;
 - e. Within fifteen (15) days of this Order, Defendants, in conjunction with Plaintiff, shall create a plan for the installation and/or repair of the aforementioned cameras throughout the Premises;
 - i. Respondents-Defendants shall provide the Court's Chief Environmental Specialist with the plan within fifteen (15) days of this Order.
 - f. Defendants cannot be found in Contempt of this Paragraph until the aforementioned plan has been agreed upon by the Parties and implemented by Defendants unless Defendants cause undue delay in the creation or implementation of this plan.
 - i. This Paragraph is not intended to prevent legal action, enforcement, or future findings of Contempt for other findings of violations of this Order.
44. Within thirty (30) days of this Order, Respondents-Defendants shall install and maintain full and sufficient outdoor lighting upon the exterior of the Premises so as to illuminate all sides of the Premises; it shall be maintained to ensure all lights are in working order.
- a. Respondents-Defendants shall allow for the Court's Chief Environmental Specialist or Plaintiff to complete a lighting inspection to determine compliance with the terms of this Paragraph.
45. Respondents-Defendants shall cause for the immediate identification and trespass or commencement of eviction proceedings of all known persons contributing to nuisance conditions at the Premises, to include persons engaging in criminal activity and persons who invite, house or provide a haven for persons engaging in criminal activity at or on the Premises.

- a. Respondents-Defendants shall trespass from the Premises all persons evicted from the Premises pursuant to involvement or connection to criminal activity at or on the Premises.
- b. Respondents-Defendants shall keep a current and updated trespass list indicating all those who have been trespassed from the Premises, the trespass list shall be made available to law enforcement upon request.
- c. Respondents-Defendants shall maintain a current agent authorization form on file with Columbus Police at all times.

Code Violations

46. Within thirty (30) days of this Order, Respondents-Defendants are ordered to bring the property into compliance with all applicable provisions of Columbus City Code. Outstanding code violations as of August 3, 2021 shall be filed as Exhibit A, under separate cover.
47. Respondants-Defendants shall facilitate access for the Environmental Specialist to enter upon the Premises to inspect for code violations. Within thirty (30) days of this Order, Respondents-Defendants shall remediate all outstanding interior unit and interior common area violations and open vacant structure violations of the Columbus City Code present at or on the Premises.
- a. Respondents-Defendants shall allow for the Court's Chief Environmental Specialist or Plaintiff to complete an inspection to determine compliance with the terms of this Paragraph.
48. Within five (5) days of this Order, Respondents-Defendants shall remediate all outstanding emergency violations of the Columbus City Code present at or on the Premises.

- a. Respondents-Defendants shall allow for the Court's Chief Environmental Specialist or Plaintiff to complete an inspection to determine compliance with the terms of this Paragraph.

49. Respondents-Defendants shall remediate all new emergency, interior unit and interior common area violations, and open vacant structure violations of the Columbus City Code present at or on the Premises pursuant to the deadlines indicated in the respective Notice.

- a. For the purposes of this Order, vacant unit shall mean any of the following:
 - ii. A dwelling or dwelling unit which is not being occupied under a lease, rental agreement or permission of the Respondents-Defendants.
 - iii. A dwelling unit that has been ordered vacant or declared unfit for habitation by Code Enforcement.
 - iv. A dwelling unit which is not being occupied under a lease, rental agreement or permission of the Respondents-Defendants and has an open notice of violation issued by Code Enforcement.

1. This Paragraph shall not apply to the following:

- a. Vacant units at the Premises that are deemed rent ready by the Defendants.
 - b. Vacant units that are in short term transition, not to exceed seven (7) days.
- b. All persons found unlawfully occupying vacant units at the Premises shall be immediately removed and trespassed from the Premises.

2. Respondents-Defendants shall immediately begin nightly checks of all vacant units to ensure compliance with the terms of this Paragraph.
3. Respondents-Defendants shall provide an accurate and updated list of all vacant units to all hired security personnel daily, and to CPD and the Columbus City Attorney, weekly. Said list shall include identification of all units currently deemed rent ready by the Defendants.
4. Respondents-Defendants shall provide an accurate and updated rent roll for the entire Premises to the hired security company and to the Columbus City Attorney, weekly.
 - a. Any rent roll list provided in accordance to the terms of this Paragraph shall include tenant name and corresponding unit
- c. Within seventy-two (72) hours of this Order, all emergency vacant units, as defined by Columbus City Code Enforcement, located at the Premises shall be boarded and secured to the specifications required by Columbus City Code.
 - i. Respondents-Defendants shall allow for the Court's Chief Environmental Specialist or Plaintiff to complete an inspection to determine compliance with the terms of this Paragraph.
- d. Within thirty (30) days of this Order, all non-emergentvacant units located at the Premises shall be boarded and secured at all times in accordance to the specifications required by Columbus City Code.

- i. Respondents-Defendants shall allow for the Court's Chief Environmental Specialist or Plaintiff to complete an inspection to determine compliance with the terms of this Paragraph.

50. Respondents-Defendants shall ensure that all units that are vacant with outstanding code violations are rendered vacant due to hazardous conditions or need for extensive repairs at the Premises, shall pass a life and safety inspection completed by Code Enforcement prior to re-occupancy.

51. Respondents-Defendants shall ensure that the Premises be maintained in compliance with all applicable provisions of Columbus City Code.

- a. Plaintiff shall notify Respondent-Defendants of any violations of Columbus City Code following its regular methods of notification for the applicable code violation.
- b. Upon notifications of the violation, Respondents-Defendants shall have the chance to cure the violation within the timeframe regularly allotted for the applicable code violation under Columbus City Code.
- c. Both Plaintiff's notification and Respondent-Defendants' chance to cure shall occur prior to Plaintiff filing for Contempt of this Order pursuant to this paragraph.

52. Within fifteen (15) days of this Order, Respondents-Defendants shall repair and maintain in working condition all out-of-service dumpsters at the Premises.

- a. Respondents-Defendants shall allow for the Court's Chief Environmental Specialist or Plaintiff to complete an inspection to determine compliance with the terms of this Paragraph.

53. Respondents-Defendants shall perform regular grounds maintenance, including managing trash and debris.

54. Within thirty (30) days of this Order, Respondents-Defendants shall establish prohibited areas for parking of operable vehicles so as to not block safe access to dumpsters and/or public right of ways.

55. Within thirty (30) days of this Order, Respondents-Defendants shall remove any and all inoperable vehicles on the Premises.

- a. Should Respondents-Defendants fail to do so, Plaintiff has permission to enter onto the Premises to remove the inoperable vehicles, to the extent that they are blocking safe access to the dumpsters, at the expense of Respondent-Defendant.

Costs

56. Respondents-Defendants are responsible for paying court costs in the amount of \$1,476.00.

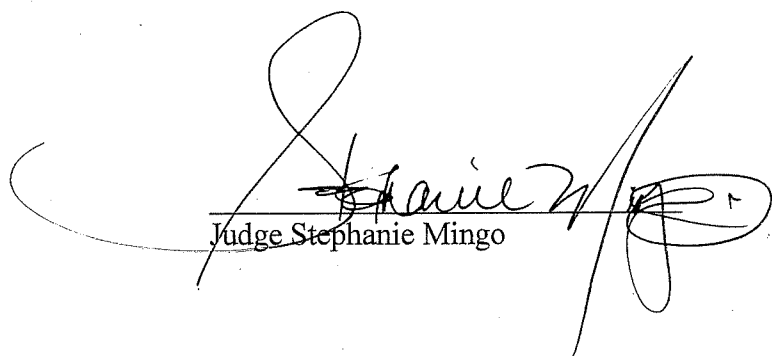
These costs are due ninety (90) days after the closing of this matter.

A hearing shall be held on September 14, 2021 to determine compliance, contempt or any other remedy available at law up to and including the appointment of a receiver pursuant to ORC 3767.41 and/or 2735.01.
@ 11am

This is a final appealable order. Pursuant to Civ. R. 58, the Clerk of Court is directed to serve upon all parties not in default notice of this Judgment and its date of entry upon the journal.

IT IS SO ORDERED.

8/3/2021
Date


Judge Stephanie Mingo