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Brian W. Fox
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August 23, 2012

VIA REGULAR MAIL

Zoning Board of Appeals
3300 Central Parkway
Cincinnati, Ohio 45225

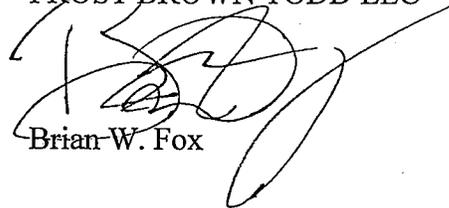
Re: *Application for Appeal to Zoning Board of Appeals*
Subject Property: 1260 Manss Avenue
Case No.: CBG1200242

To the Clerk:

Enclosed please find the original and eight copies of the Application for Appeal to the Zoning Board of Appeals regarding the above-referenced property. Also enclosed is our client's check in the amount of \$750.00 for the associated filing fee. Please file the appeal and place this matter on the September 20, 2012 Zoning Board docket. Thank you for your assistance with this matter.

Sincerely,

FROST BROWN TODD LLC



Brian W. Fox

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ZONING BOARD OF APPEALS

3300 Central Parkway, Cincinnati, Ohio 45225



APPLICATION FOR APPEAL TO THE ZONING BOARD OF APPEALS

FOR OFFICE USE ONLY

File No. _____
Date Filed _____
Date of Decision _____
Appealed _____
Hearing Date _____
ZBA Decision _____
Date of Decision _____

SUBJECT PROPERTY

ADDRESS 1260 Manss Avenue

BASE ZONING CLASSIFICATION Single Family Residential - SF-2

ZONING OVERLAY _____

APPELLANT BLOC Ministries, Inc. TELEPHONE 513-325-5635

ADDRESS 3952 North Bend Road

CITY Cincinnati STATE OH ZIP CODE 45211

EMAIL dwright@blothead.org

OWNER BLOC Ministries, Inc. TELEPHONE 513-325-5635

ADDRESS 3952 North Bend Road

CITY Cincinnati STATE OH ZIP CODE 45211

EMAIL dwright@blothead.org

AUTHORITY OF APPEAL - Indicate the appropriate section of 1449-03 that qualifies you to make an appeal 1449-03(a)

NATURE OF APPEAL - I am appealing a decision/order of the (indicate case #): CBG1200242

Director of City Planning and Buildings (1449-13) X

Zoning Hearing Examiner (1449-15) _____

Historic Conservation Board (1449-15) _____

JUSTIFICATION FOR APPEAL - Attach a separate sheet explaining in detail the basis of your appeal.

SUBMISSION REQUIREMENTS

1. The applicant is required by Section 1449-15(b) of the Zoning Code to file within 21 days of filing notice of appeal; a complete record of the proceeding along with a transcript of all testimony.

FEES: Residential -- 1, 2, & 3, Family -- \$500 Multi-Family/Commercial -- \$750

2. Eight copies of the complete case file, including this application and a transcript of any public hearing if applicable. **No submittal will be accepted unless these materials are spiral bound or in a notebook, indexed and all pages numbered.**

Signature [Signature] Date 8-23-12

July 27, 2012

FLOW CHURCH THE
5960 OAK GROVE CT
LIBERTY TOWNSHIP OH 45011

Re: 1260 MANSS AV CINC BPP: 017400050070

NOTICE OF VIOLATION

Case number: CBG1200242

To: FLOW CHURCH THE

This letter is a notice of violation and order issued pursuant to 1451-01 Cincinnati Zoning Code (CZC). Each code violation in the attached **violation listing** includes the action necessary to correct the violation. Unless otherwise specified in a violation, you are required to make the noted corrections within 30 days of the date of this notice. **Please call me at 352-3959 , between 8:00 am and 9:30 am Monday through Friday to acknowledge receipt of this notice.** If I do not hear from you within ten days, a copy of this notice will be posted on the building. Failure to correct the noted defects within the time specified could result in civil or criminal enforcement actions. All repairs, except minor repairs and decorating, require permits. Permits may be obtained at the Business Development and Permit Center located at 3300 Central Parkway.

You have a right to appeal certain orders under **Section 1449-09 (CZC)** within 30 days of the date of this notice by filing an appeal with the Secretary of the Board of Zoning Appeals at 3300 Central Parkway, Cincinnati, Ohio, 45225.

The City of Cincinnati has enacted various codes that regulate building standards and property maintenance throughout the City. Maintaining our homes and properties ensures the availability of decent and safe housing, contributes to an improved quality of life for all residents, and leads to an increase or stabilization of property values.

Your cooperation in correcting these violations will assist the City of Cincinnati in maintaining quality housing and property conditions in your neighborhood.

Sincerely,



Roger Foster
District Inspector

Doc ID # GBIC10017

CASE NUMBER: CBG1200242
DOCUMENT DATE: July 26, 2012
ADDRESS: 1260 MANSS AV CINC
INSPECTOR: ??
DATE RECEIVED: 07/24/2012
CENSUS TRACT: ??
CNAS: WEST PRICE HILL

NOTES:

BCI PV

VIOLATION LISTING

July 26, 2012

CBG1200242

1 ENFORCEMENT-

COMPLY with the DECISION of zoning case # ZH20120004 for the property located at 1260 Manss Ave. (AKA 1262 Manss Ave.)

CHAPTER 1451 of the Cincinnati Zoning Code, section 1451-07 Remedies.

Whenever the Director of Buildings and Inspections or any other officer charged with the enforcement of the Cincinnati Zoning Code is satisfied that any provision of this Code has been violated or is about to be violated in any respect, or that any order or direction made for enforcement of this code has not been complied with, The Director shall act as follows:

(a) If the director is satisfied that civil proceedings are necessary for the enforcement of the code, the director shall apply to the City Solicitor, who is authorized to institute civil proceedings.

(b) In case any building or structure is or is intended to be erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure or land is or is intended to be used, in violation of this Code, the City Solicitor, in addition to the remedies herein provided for, shall institute any appropriate action in law or equity to prevent such unlawful act, or to restrain, correct or abate such violation.

The actions authorized by this section are in addition to those authorized by s/s1451-05 and s/s1451-09.

OFFICE OF THE ZONING HEARING EXAMINER
CITY OF CINCINNATI
3300 Central Parkway – Cincinnati, Ohio 45225

REPORT AND DECISION
Date of Decision: 03/28/2012

APPLICANT: JADE KENDALL
THE FLOW CHURCH
5960 OAK GROVE
LIBERTY TOWNSHIP, OHIO 45211

CASE NO.: CU, SE & VAR
FILE NO.: ZH20120004
RE: 1262 MANSS AV CINC

=====

SUMMARY OF REQUEST:

The applicant and/or owner are requesting a Conditional Use to establish a church, Special Exception for parking lot screening and landscaping and a Variance from the locational requirements for an accessory structure and any other relief required from the Zoning Code.

SUMMARY OF RECOMMENDATION AND DECISION:

Disapproved.

PUBLIC HEARING:

After reviewing the documents submitted, examining available information on file with the application and visiting the subject property and surrounding area, the Zoning Hearing Examiner, Rodney D. Ringer, as required by SEC. 1443-05 of the Zoning Code and Chapter 113 of the Cincinnati Municipal Code, conducted a public hearing on the application, prior notice of the time and place of the hearing having been published in *The City Bulletin* and mailed to the applicant/petitioner and owner in this application and to all abutting property owners and other interested parties. The hearing was opened on 02/15/2012 at 10:15 am.

SUMMARY OF MINUTES:

A recording was made of the hearing and is available for review and transcription.

FINDINGS:

1. SEC. 1400-13 and SEC. 1400-17 of the Zoning Code and map designate the property in question to be in the SF-2 Zone District.
2. Departmental recommendations were submitted by Cincinnati Stormwater Management Utility stating that, "The subject site has natural topographic drainage in a northeast direction, toward the intersection of West Liberty Street and Beech Avenue. We believe that the drainage collection system in this area has been compromised. Therefore, the drainage from the subject site will need to be carefully managed in order to prevent adverse impacts to the surrounding properties. We ask that the applicant meet with SMU to discuss how the drainage for the proposed work will be managed at this site. In the mean time we will continue to examine the downstream drainage situation".
3. It should be noted that many opposing correspondence was received from surrounding property owners and Price Hill Civic Club. Members of the Price Hill Civic Club and many surrounding property owners spoke in opposition of the project at the hearings on February 15, 2012 and on March 14, 2012 when the hearing was continued. Also, a petition was also sent to the Zoning Hearing Examiner from 46 property owners opposing the project in their neighborhood.
4. The February 15, 2012 hearing was continued until March 14, 2012 in order to allow the applicant the opportunity to meet with the Price Hill Civic Club to resolve any of their concerns. At the March 14, 2012 Zoning Hearing Examiner did not receive any new information from the applicant to indicate that at progress had been made from the private meeting with both the Civic Club and the surrounding property owners.
5. The proposed site is located in the SF-2 Single-family District which is the most dense single-family district in the City of Cincinnati. The neighborhood has experience a variety of problem and is greatly concerned about the proposed church.
6. The proposed work does not appear to be in harmony with the general purposes and intent of the SF-2 District of the Cincinnati Zoning Code.
7. The proposed work is not compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will have a material net cumulative adverse impact on the neighborhood.

8. The Zoning Hearing Examiner may approve an application for a variance, special exception or conditional use if the proposal conforms to all applicable laws, ordinances and regulations and is in the public interest. In determining whether the work is in the public interest, the examiner has the duty to consider those factors listed below that are relevant to the work and apply them in light of his or her professional training and experience. The failure of the proposed work to conform to any single factor or guideline is not necessarily a sufficient basis for denial. The examiner has the duty to approve work that maximizes both the public interest and private benefits.

- a) **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code. **Response: The proposed use is Conditional Use in the SF-2 district. The use is not compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood.**
- b) **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located. **Response: There are no guidelines applicable to this property.**
- c) **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission. **Response: NA**
- d) **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed. **Response: The proposed plan for the parking lot does not clearly define how the space will be used, nor does it indicate if the parking will meet the requirement of the Zoning Code for a church on the subject site.**
- e) **Buffering.** Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts. **Response: Buffering is not required and none is proposed.**
- f) **Landscaping.** Landscaping meets the requirements of Chapter 1423, Landscaping and Buffer Yards. **Response: Landscaping standards are not shown on the applicant's drawing.**

- g) **Hours of Operation.** Operating hours are compatible with adjacent land uses. Response: The applicant's testimony on the hours of operation was very inconsistent. The applicant did not have a clear plan of action on how the building would be used with the exception of the possible use on Tuesday's.
- h) **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood. Response: The proposed work is not compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will have a material net cumulative adverse impact on the neighborhood.
- i) **Proposed Zoning Amendments.** The proposed work is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council. Response: NA
- j) **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings. Response: The proposed project would adversely impact the usefulness and value of neighboring lands and buildings.
- k) **Blight.** The elimination or avoidance of blight. Response: A proposed church could potentially eliminate blight in this neighborhood. However, the applicant's plan does not indicate how they would do so.
- l) **Economic Benefits.** The promotion of the Cincinnati economy. Response: The proposed church will not promote the Cincinnati economy. Instead, the proposed church will impact the substantial investments that are being made in this transitioning neighborhood.
- m) **Job Creation.** The creation of jobs both permanently and during construction. Response: No new jobs are anticipated as a result of this project.
- n) **Tax Valuation.** Any increase in the real property tax duplicate. Response: No significant impact is anticipated to the real property tax as a result of this project.

- o) **Private Benefits.** The economic and other private benefits to the owner or applicant. **Response:** The relief requested by the applicant will provide an economic benefit to the applicant but will negatively impact the investments that have been put into this neighborhood by other private developers and also the City.
- p) **Public Benefits.** The public peace, health, safety or general welfare. **Response:** No significant public benefits are anticipated as a result of the church to the subject property. Instead, the health, safety and welfare of a transitioning neighborhood will be adversely impacted.

CONCLUSIONS:

It is the opinion of the Zoning Hearing Examiner that approval of the application for a Variance at 1262 MANSS AV CINC is not in accordance with the applicable provisions of SEC. 1445 and SEC 1443 of the Zoning Code and that approval would be contrary to the public interest and the intent and purpose of the code and would be injurious to the properties in the vicinity of the premises in question.

DECISION:

Therefore, it is the decision of the Zoning Hearing Examiner, as empowered by SEC. 1445 and SEC. 1443 of the Zoning Code, to **DISAPPROVE** the application for development permission at 1262 MANSS AV CINC.

FOR THE FOLLOWING REASONS:

1. Sufficient documentation was not provided to show that due to special circumstances or conditions pertaining to this specific piece of property, the strict application of the provisions of this code are unreasonable and would result in practical difficulties.

ORDERED THIS 28TH day of March 2012.

Acting, Zoning Hearing Examiner
513-352-4847

APPEALS:

This decision may be appealed to the Zoning Board of Appeals, pursuant to Chapter 1449 of the Zoning Code. Appeals must be filed within 30 days of the date of this decision.

TRANSMITTED this 28th day of March 2012, by certified mail to:

**JADE KENDALL
THE FLOW CHURCH
5960 OAK GROVE
LIBERTY TOWNSHIP, OHIO 45211**

TRANSMITTED this 28th day of March 2012, by interdepartmental mail to:

Permit Center: Richard Schriewer

TRANSMITTED this 28th day of March, 2012, by regular mail to:

Mark Armstrong
Price Hill Civic Club
P.O. Box 5096
Cincinnati, Ohio 45205-5096

**APPLICATION FOR WRITTEN ADMINISTRATIVE DECISION
ZONING HEARING EXAMINER
PUBLIC HEARING STAFF REPORT**

APPLICATION #: ZH20120004
APPLICANT: THE FLOW CHURCH
OWNER: THE FLOW CHURCH
ADDRESS: 1262 MANSS AV CINC
ZONE DISTRICT: SF-2 District

NATURE OF REQUEST:

The applicant and/or owner are requesting a Conditional Use, Special Exception and Variance Hearing.

EXISTING CONDITIONS:

The subject property is owned by the Flow Church located in the Community of West Price Hill at the corner of Mayfield Avenue and Manss Avenue. The property is currently zoned SF-2 Single-family District.

PROPOSED CONDITIONS:

The Church is proposing to construct a parking lot with a full court basketball layout in the front yard of the property.

APPLICABLE ZONING CODE SECTIONS:

- Section 1403-05 Land Use Regulations.
- Section 1421-03 Accessory Nonresidential Structures.
- Section 1425-27 Parking Lot Screening.
- Section 1425-29 Parking Lot Landscaping.
- Section 1445-07 Authority to Grant Variances, Special

SECTION AND PROPOSAL DETAILS:

The applicant is requesting a Conditional Use to construct a parking lot on the subject property, as required in Schedule 1403-05: Use Regulations - Single-Family Districts.

- Religious Assembly is considered a Conditional Use in the SF-2 District.
- The applicant is proposing to construct a parking lot in the front yard and side yard of the site as an accessory use to the church.
- **A Conditional Use is needed.**

The applicant is requesting a variance for relief from the location requirements in Section 1421-03(a) Accessory Nonresidential Structure-Location.

- Section 1421-03(a) indicates that an accessory structures, other than fences and walls, are not permitted in a front yard or a side yard.
- The proposed basketball equipment will be in the front yard and side yard of the site.
- **A location variance is needed.**

The applicant is requesting a Special Exception for screening of their parking lot as required in Section 1425-27 Parking Lot Screening.

- Section 1425-27 requires that a screen fence or solid wall be constructed for parking areas of four or more vehicles which adjoin or face any other premises, either abutting or directly opposite across-the-street situated in any residential district.
- The proposed parking lot abuts the other residential use in the SF-2 District to the South, East and West.
- The applicant does not show any fencing or walls on the drawings.
- **A Special Exception is needed.**

The applicant is also requesting a Special Exception for the parking lot landscaping as required in Section 1425-29; Parking Lot Landscaping.

- Section 1425-29(a) requires one tree, two inches or more in caliper, must be planted for every ten parking spaces, and the lot must provide a perimeter landscape area of at least three feet in width.
- The applicant is proposing 21 parking spaces, which requires 2 trees as well as a 3-foot perimeter landscape area around the parking lot.
- **A Special Exception is needed.**

PREPARED BY:

Rodney D. Ringer
Acting Zoning Hearing Examiner

Justification for Appeal
Case No. CBG1200242

BLOC Ministries, Inc. ("BLOC") is the new owner of the real property located at 5960 Manss Avenue, Cincinnati, Ohio (the "Property"). Though zoned SF-2, the Property is improved with a church building, which was built in approximately 1933. The church building has been utilized by a number of different religious assemblies throughout the decades of its existence.

Prior to BLOC's acquisition of the Property, which is evidenced by Exhibit A attached hereto, The Flow Church ("TFC") had applied to the Hearing Examiner in Zoning Case No. ZH20120004, requesting four distinct forms of relief, which include the following:

- (1) A Conditional Use to construct a parking lot on the Property;
- (2) A Special Exception for screening of the parking lot on the South, East, and West portions of the Property;
- (3) A Variance for relief from the location requirements for basketball equipment, which was to be located in the front yard and side yard of the Property; and
- (4) A Special Exception for the parking lot screening on the Property.

On March 28, 2012, the Hearing Examiner disapproved TFC's application. The Hearing Examiner held that the "proposed work does not appear to be in harmony with the general purposes and intent of the SF-2 District of the Cincinnati Zoning Code....Therefore, it is the decision of the Zoning Hearing Examiner...to DISAPPROVE the application for development permission...."

Subsequent to Hearing Examiner's decision, the District Inspector sent a Notice of Violation dated July 27, 2012 to TFC, which indicated that TFC was not complying with the decision of Zoning Case No. ZH20120004. Because TFC has transferred the Property to BLOC, BLOC hereby appeals the Notice of Violation.

BLOC contends that the Notice of Violation is illegal, arbitrary, capricious, unreasonable, and unsupported by the preponderance of substantial, reliable, and probative evidence on the whole record. In addition, BLOC contends that the Notice of Violation is unconstitutional. There is no evidence in this case (and there was none at the time the Notice of Violation was issued) that TFC or BLOC failed to comply with the decision in Zoning Case No. ZH20120004. As the documents included herein plainly demonstrate, TFC requested relief from the city of Cincinnati on four distinct forms of relief. Neither TFC nor BLOC has constructed a parking lot or built a basketball court on the Property. To the contrary, TFC and BLOC have been making improvements to the building and grounds, but have not run afoul of the Hearing Examiner's decision.

In addition to the foregoing, BLOC reserves the right to raise the following constitutional and legal issues:

- 1) Enforcement of the decision in Zoning Case No. ZH20120004 would result in an unlawful taking of BLOC's property without compensation and is, therefore, unconstitutional;
- 2) The Notice of Violation violates BLOC's due process rights because such enforcement does not advance a legitimate governmental interest; and
- 3) The Notice of Violation and enforcement of the decision in Zoning Case No ZH20120004 is a violation of the Religious Land Use and Institutionalized Persons Act.

Accordingly and for all of the reasons set forth above, BLOC respectfully requests that, pursuant to Cincinnati Zoning Code § 1449-17, the Zoning Board of Appeals reverse and vacate the Notice of Violation issued to TFC on July 27, 2012.

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EXHIBIT A

Copyright April 2002

Contract to Purchase

A product of the CINCINNATI AREA BOARD OF REALTORS®, INC. Approved by Board Legal Counsel, except for underlined items, for exclusive use by REALTORS®. This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult a REALTOR®.



(Selling REALTOR® Firm) _____ (date)

1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property known as _____ ("Real Estate"), County of _____ State of _____ Zip code _____ through _____ (Listing REALTOR® Firm).

2. PRICE AND TERMS:

a) Buyer hereby agrees to pay \$ _____ ("Purchase Price") for the Real Estate, payable as follows:

b) EARNEST MONEY: \$ _____ ("Earnest Money") shall be deposited by _____ upon written acceptance of this contract ("Contract"), in a trust account pending Closing, or returned to the Buyer if this offer is not accepted in writing. The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller. Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money.

c) BALANCE: The balance of the Purchase Price shall be paid by certified, cashier's, official bank, attorney or title company trust account check on date of Closing.

3. FINANCING CONTINGENCY:

CASH: Buyer shall provide, to Seller's satisfaction, written verification of funds within _____ days of acceptance of this offer. If Buyer fails to provide written notification, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

CONVENTIONAL LOAN: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining: (a) fixed adjustable or other first mortgage loan on the Real Estate, (b) in an amount not to exceed _____ % of the purchase price, (c) at an interest rate at prevailing rates and terms not to exceed _____ %, (d) for a term of not less than _____ years or at a higher rate or shorter term agreeable to Buyer.

FHA/VA: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) FHA, [(1) fixed or (2) adjustable] (including FHA closing costs) or VA (including VA funding fee) first mortgage loan in the maximum allowable amount (b) at an interest rate at prevailing rates and terms not to exceed _____ %, (c) for a term of not less than _____ years or at a higher rate or shorter term agreeable to Buyer.

Buyer has been provided the FHA For Your Protection: Get a Home Inspection disclosure. When the Buyer is financing through FHA or VA, the Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid by the VA Buyer, but must be paid outside of the Closing. On FHA/VA contracts, the appraiser is not deemed to be a whole house inspector.

OTHER FINANCING: _____

Settlement Charges: Seller agrees to pay actual settlement charges on behalf of the Buyer, including, but not limited to, discount points, closing costs, pre-pays and any other fees allowed by Buyer's lender in an amount not to exceed _____.

Buyer has applied shall apply for financing within _____ calendar days after written acceptance of this Contract and will make a diligent effort to obtain financing. Buyer financing qualification and/or pre-approval letter is attached is not attached shall be provided within _____ calendar days of written acceptance of this offer. If Buyer fails to provide said documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan commitment has been obtained, or waived within _____ calendar days of written acceptance of this offer, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.

Buyer's Initials _____ Date/Time _____

Seller's Initials _____ Date/Time 7/3/12

RICOL WIMMSTRELE

TREASURER, FLOW COUNCIL 1:30 PM

Copyright April 2009

Cincinnati Area Board of Realtors

Contract to Purchase

Page 2 of 3

4. **INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom fixtures; shades; blinds; awnings; cabinets; appliances; roof; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, tiled and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television aerials/rotor operating boxes/satellite dishes (including non-leased components); water softeners; water purifiers; central vacuum systems and equipment; garage door opener/operating devices; the following built-in appliances: ranges/ovens/microwaves/refrigerators/dishwashers/garbage disposers/trash compactors/humidifiers; all security alarm systems and controls; all affixed/built-in furniture/fixtures; utility/storage buildings/structures; Inground/above ground swimming pools and equipment; swing sets/play sets; permanently affixed basketball backboard/pole; propane tank/oil tank and contents thereof; invisible fence transmitters and collar receivers; and parking space(s) number(s) _____ and storage unit number _____ (where applicable); except the following: which are leased (in whole or in part) (please check appropriate boxes); water softener; security/alarm system; propane tank; satellite dish; satellite dish components;

THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:

5. **PERSONAL PROPERTY:** Also included are the following items of personal property (which add no value to the real estate):

6. **CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the above real and personal property included in the sale as listed in Sections 4 & 5 and that they will be free and clear of any debt, lien or encumbrances at Closing except _____ Seller further certifies that all of the above real and personal property included in the sale are and will be operational on the date of possession, except: _____

7. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: The Real Estate (a) is is not located in a Historic District, (b) is is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (c) is is not subject to a homeowner association assessment, (d) is is not subject to a maintenance agreement, (e) is is not located in a flood plain, (f) no City, County, or State orders have been served upon Seller requiring work to be done or improvements performed except _____ Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations, encroachments, shared driveways, party walls, property tax abatements or homestead exemptions affecting the real estate except _____ and that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except _____

8. **HOMEOWNER ASSOCIATION/CONDOMINIUM/LANDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will provide Buyer with a current copy of the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation and other pertinent documents ("Documents") within _____ days of acceptance of this offer. Buyer shall have the right to disapprove of the Documents by delivering written notice of his disapproval within _____ days of receipt of Documents ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date then this contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and further agrees to accept (file subject to the terms and conditions of same. Seller agrees, as a condition to Closing, to secure written approval for this sale if required by the Documents.

9. **PROPERTY DISCLOSURE FORM:** Buyer has has not received the state-mandated residential property disclosure form.

10. **MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as described in Section 4, including the grounds and improvements thereon, in good condition. Seller shall repair or replace any appliances and/or equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty and the Real Estate is not repaired or restored by and at Seller's cost as it was prior to the damage or destruction, then Buyer has the option to terminate this Contract by written notice to Seller. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to closing, solely for the purpose of ascertaining that the Real Estate is in substantially the same condition as it was at the time the Contract was executed, subject to reasonable wear and tear. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

11. **HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer selects does not select a home warranty to be provided by a company to be chosen by _____ and paid for by _____ at an amount not to exceed _____

12. **PROPERTY INSURANCE:** Buyer(s) acknowledges that it is Buyer's sole responsibility to make inquiries with regard to property insurance, including property insurability, cost of insurance and insurance provider's use of Comprehensive Loss Underwriting Exchange (C.L.U.E.) Reports. **BUYER(S) IS RELYING ON BUYER'S OWN UNDERSTANDING OF PROPERTY INSURANCE TO BE OBTAINED.**

13. **PROPERTY SURVEY:** Buyer(s) acknowledges that surveys obtained by the lender are not for the benefit of the Buyer. If Buyer elects to have the property surveyed for his benefit, it shall be at Buyer(s) expense.

14. **APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final sales price of the Real Estate.

Buyer's Initials Blue Christina Date/Time _____

Seller's Initials TRAYREN, FUN DIRECT Date/Time 7/3/2012 1:30 PM.

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15. BUYER'S INSPECTIONS: Seller makes no representations or warranties with regard to the municipality, zoning, school district or use of the Real Estate, and Buyer assumes sole responsibility for researching the foregoing conditions. Buyer acknowledges that Buyer has conducted investigations of these conditions and the use of the Real Estate, and has verified that the Real Estate is suitable for Buyer's intended use. Seller also makes no representations with regard to conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e. airports, interstates, environmental), local regulations/development or any other issues of relevance to the Buyer, and Buyer assumes sole responsibility for researching such conditions. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

REAL ESTATE INSPECTION CONTINGENCY: For purposes of this clause, time is of the essence. The Buyer has the option to have the Real Estate inspected, at Buyer's expense. Buyer shall have _____ calendar days (Inspection Period) following written Contract acceptance to conduct all inspections related to the Real Estate. Inspections regarding the physical material condition, boundaries, and use of the Real Estate shall be the sole responsibility of the Buyer. Buyer is relying solely upon Buyer's examination of the Real Estate, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise required, if any, for its physical condition and overall character, and not upon any representation by the REALTORS® involved. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon reasonable notice. Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to material defect(s), Buyer shall provide written notification of any material defect(s) and the relevant portion(s) of the inspection report to the Listing Firm or Seller with a request for corrections desired within the Inspection Period. Buyer and Seller shall have _____ calendar days from the date of delivery of the Post-Inspection Agreement or other written notice requesting corrections ("Settlement Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the option to withdraw the written request for corrections within the Settlement Period and accept the real estate as is. If written settlement is not reached, with signed copies of settlement agreement physically delivered to all parties, within the Settlement Period and Buyer has not withdrawn the request for corrections in writing, this Contract shall be null and void. Buyer shall have the right to terminate the contract during the Settlement Period.

OR

b) If Buyer is not satisfied with the condition of the Real Estate, as revealed by the inspection(s) and desires to terminate this Contract, Buyer shall provide written notification to Listing Firm or Seller that Buyer is exercising his/her right to terminate this Contract within the Inspection Period, and this Contract shall be null and void.

If Buyer is satisfied with the results of the inspection(s), Buyer shall deliver written notification to Listing Firm or Seller within the Inspection Period stating Buyer's satisfaction and waiver of the contingency.

IF BUYER DOES NOT DELIVER WRITTEN NOTIFICATION AS IDENTIFIED IN (a) OR (b) ABOVE, WITHIN THE INSPECTION PERIOD, THEN BUYER SHALL BE DEEMED TO BE SATISFIED WITH ALL INSPECTIONS AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF BUYER DOES NOT COMPLETE REAL ESTATE INSPECTION(S) DURING THE INSPECTION PERIOD, BUYER'S RIGHT TO INSPECT SHALL BE DEEMED WAIVED. IT IS NOT THE INTENT OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL DEFECTS OR CONDITIONS. BUYER AGREES THAT MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT TO BE CONSIDERED MATERIAL DEFECTS WITH REGARD TO THIS CONTINGENCY.

A. BUYER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions on the Real Estate. (The inspection(s) may include, but are not limited to, the following inspections which may or may not be performed by the same or different inspectors on the same or different dates.)

Air Conditioning	Heating	Roofing	Water Quality / Quantity	Structural	Well / Septic System
Plumbing	Mold	Electrical	Asbestos	Radon	Any other desired by Buyer

B. BUYER WAIVES THE REAL ESTATE INSPECTIONS in A above with the following exception(s): _____ Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the Real Estate and has been provided the opportunity to make this Contract contingent upon the results of such inspections.

C. BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION (required by some lenders/types of financing).
 BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.

D. LEAD-BASED PAINT INSPECTION: Buyer has has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer has has not received the pamphlet "Protect Your Family From Lead in Your Home." Every Buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If the dwelling unit was built prior to 1978, Buyer has the right to inspect for lead, at Buyer's cost, for ten (10) days following Contract acceptance.

BUYER SELECTS THE LEAD-BASED PAINT INSPECTION pursuant to the attached Lead-Based Paint Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection contingency of this Contract.

BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.

SELLER(S) AND REALTORS® SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE, INCLUDING THE PRESENCE OF ASBESTOS, LEAD, MOLD, RADON OR ANY OTHER HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS OF SUCH INSPECTION(S).

Buyer's Initials _____ Date / Time _____

Seller's Initials OK Date / Time 7/3/12

Blair M...

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16. OTHER CONTINGENCIES/AGREEMENTS: See attached Addenda, which are incorporated into this Contract

17. TITLE INSURANCE: Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date the policy of title insurance is issued.

Buyer does does not desire to obtain an Owner's Policy of Title Insurance. If Buyer desires to obtain an Owner's Policy of Title Insurance,

Seller Buyer shall pay the entire amount of the Owner's Policy of Title Insurance premium.

or

Seller shall pay an amount not to exceed \$ _____ towards the purchase of an Owner's Policy of Title Insurance, (in addition to Settlement Charges in Section 3) and Buyer shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium.

The Owner's Policy of Title Insurance premium shall be based on the purchase price of the Real Estate.

Buyer chooses _____ (title company) to provide all appropriate and necessary title insurance services and products to Buyer and Buyer's lender in order to close this transaction.

18. PRORATIONS: It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a), (b) and (c) below due and billed for the period of time that each owns the real estate. There shall be prorated between Seller and Buyer as of Closing: (a) real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing, (b) homeowner/condominium association assessments and other charges imposed by the association under the terms of the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as of the date of Closing, and/or, (c) rents and operating expenses if the Real Estate is rented to tenants.

The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and delivery of the deed, and the REALTOR shall not be responsible for enforcement of this provision. Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

19. CONVEYANCE AND CLOSING: Closing services will be provided by title company designated by Buyer: _____ (name of title company, if known). Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes, conveyance fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable title to the Real Estate by deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower, on _____ or earlier as mutually agreed by the parties. Title shall be free, clear and unencumbered as of Closing, except (1) _____, (2) _____, (3) homeowner/condominium association fees, and (4) _____.

the following assessments (certified or otherwise): _____ Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens.

20. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given at Closing on or before _____ o'clock (A.M.) (P.M.) (Noon) on _____ or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debts. Time is of the essence. If Seller fails to vacate as agreed, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.

21. AGENCY DISCLOSURES: Buyer and Seller acknowledge having reviewed the attached state-mandated agency disclosure statement(s).

22. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES: An Affiliated Business Arrangement Disclosure has has not been executed in conjunction with this contract.

Buyer's Initials Redmond Date/Time _____

Seller's Initials MA Date/Time 7/3/12
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23. COMPANY SPECIFIC PROVISIONS:

24. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent of the parties.

25. SOLE CONTRACT: The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Faxes are an acceptable method of communication and physical delivery in this transaction and shall be binding upon the parties.

26. INDEMNITY: Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

27. ACKNOWLEDGEMENT: Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

28. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing and physically delivered to Buyer or Buyer's agent on or before _____ o'clock (A.M.) (P.M.) (Noon) CINCINNATI TIME. The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

DWIGHT YOUNG BUYER DATE 1/3/12 BUYER'S ADDRESS 3952 NORTH Bend Rd CIN OHIO 45211

29. ACTION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are necessary in order to convey the Real Estate. Seller hereby: [] accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, [] rejects said offer, or [] counteroffers according to the above modifications initiated and dated by Seller, which counteroffer shall become null and void if not accepted in writing and physically delivered to Seller or Seller's agent on or before _____ o'clock (A.M.) (P.M.) (Noon) CINCINNATI TIME.

PAUL HOWELL SELLER DATE 7/3/12 FLOW CHURCH (Listing Agent)

(ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.)

REALTORS® TO COMPLETE THE SECTION BELOW

1. RECEIPT BY SELLING REALTOR®: DATE I hereby acknowledge receipt of \$ [] check # made payable to the REALTOR® Firm [] other in accordance with terms herein provided. SELLING REALTOR® Firm By SELLING REALTOR® Agent # SELLING REALTOR® phone / fax / other contact information LISTING REALTOR® Firm By LISTING REALTOR® Agent # LISTING REALTOR® phone / fax / other contact information

2. DELIVERY DATE OF FINAL CONTRACT TO IS



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord, and the term "buyer" includes a tenant.)

Property Address: 1260 Manss Avenue, Cincinnati, Ohio

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ and _____
AGENT(S) BROKERAGE

The seller will be represented by _____ and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] _____ DATE _____
BUYER/TENANT

[Signature] _____ 7/3/12
SELLER/LANDLORD DATE



11/6/08

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 1260 Manss Avenue
Cincinnati, Ohio

Owners Name(s): _____

Date: _____, 20____

Owner is occupying the property. If owner is occupying the property, since what date: _____

Purpose of Disclosure Form: This is a statement of the condition of the property and of information concerning the property actually known by the owner as required by Ohio Revised Code Section 5302.30. Unless otherwise advised in writing by the owner, the owner, other than having lived at or owning the property, possesses no greater knowledge than that which could be obtained by a careful inspection of the property by a potential purchaser. Unless otherwise advised, owner has not conducted any inspection of generally inaccessible areas of the property. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER OF THE PROPERTY. THIS STATEMENT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION.

Owner's Statement: The representations contained on this form are made by the owner and are not the representations of the owner's agent or subagent. This form and the representations contained in it are provided by the owner exclusively to potential purchasers in a transfer made by the owner, and are not made to purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate. For example, although some questions are limited to the past five years material problems or defects that occurred over five years ago that have not been fully corrected are required to be disclosed.

Instructions to Owner: (1) Answer ALL questions. (2) Identify any material matters in the property that are actually known. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service
- Private Water Service
- Private Well
- Shared Well
- Holding Tank
- Cistern
- Spring
- Pond
- Unknown
- Other _____

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water?

Yes No If "Yes", please describe: _____

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

If owner knows of any leaks, backups or other material problems with the water supply system or quality or quantity of the water since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

Owner's Initials PH Date 7/3/12

Purchaser's Initials _____ Date _____

TREASURER, FLOW CHURCH

(Page 1 of 4)

Property Address _____

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer
- Leach Field
- Unknown
- Private Sewer
- Aeration Tank
- Other _____
- Septic Tank
- Filtration Bed

If not a public or private sewer, date of last inspection: _____
Do you know of any current leaks, backups or other material problems with the sewer system servicing the property? Yes No
If "Yes", please describe: _____

If owner knows of any leaks, backups or other material problems with the sewer system since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any current leaks or other material problems with the roof or rain gutters? Yes No
If "Yes", please describe: _____

If owner knows of any leaks or other material problems with the roof or rain gutters since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector. Have you ever had the property inspected for mold by a qualified inspector?
 Yes No If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):
Do you know of any movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe: _____

If owner knows of any repairs, alterations or modifications to control the cause or effect of any problem identified above, since owning the property (but not longer than the past 5 years), please describe: _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) MECHANICAL SYSTEMS: Do you know of any current problems or defects with the following mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system since owning the property (but not longer than the past 5 years). _____

Owner's Initials MT Date 7/3/12

Purchaser's Initials [Signature] Date 1

TREASURER, Flow CHECK

Property Address 1260 Manss Avenue, Cincinnati, Ohio

G) WOOD BORING INSECTS/TERMITES: Do you know of the presence of any wood boring insects/termites in or on the property or any existing damage to the property caused by wood boring insects/termites? Yes No
If "Yes", please describe:

If owner knows of any inspection or treatment for wood boring insects/termites, since owning the property (but not longer than the past 5 years), please describe:

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known: _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property:

I) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Yes No Unknown
 Is the property located in a designated flood plain?
 Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

J) DRAINAGE/EROSION: Do you know of any current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe:

If owner knows of any repairs, modifications or alterations to the property or other attempts to control any flooding, drainage, settling, grading or erosion problems since owning the property (but not longer than the past 5 years), please describe:

K) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe:

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe:

Do you know of any recent or proposed assessments, which could affect the property? Yes No
If "Yes", please describe:

Is the property subject to any rules or regulations of, or the payment of any fees or charges to, a Homeowners Association, Condominium Association or any other Community Association? Yes No
If "Yes", please describe:

Owner's Initials TR Date 7/3/12
TRAVAJA, FLOW CHURCH

Purchaser's Initials [Signature] Date /

Property Address 1260 Manss Avenue, Cincinnati, Ohio

L) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

M) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner represents that the statements contained in this form are made in good faith based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: M. Mcmill TRERGURR FLAW CHURCH DATE: 7/3/12

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: [Signature] DATE: _____

PURCHASER: _____ DATE: _____

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CINCINNATI AREA BOARD OF REALTORS®, INC.

Lead-Based Paint Disclosure Housing Sales

A product of the
CINCINNATI AREA BOARD OF REALTORS®, INC.
Approved by Board Legal Counsel
(If not understood, seek legal advice. For real
estate advice, consult your REALTOR®.)



Property Address 1260 Manss Avenue, Cincinnati, Ohio

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.

Seller's Disclosure (Please initial where indicated):

- (a) Presence of lead-based paint or lead-based paint hazards (check one):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one):

- Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in

Buyer's Acknowledgment (Please initial where indicated):

- (c) Buyer has received copies of all information listed in (b) above.

- (d) Buyer has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) Buyer has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Please initial where indicated):

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By: [Signature] 7/3/12
Date

Seller _____ Date

Agent _____ Date

By: [Signature] _____ Date

Buyer _____ Date

Agent _____ Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
 (To Comply With Federal Law)

To: _____ Property: 1260 Manss Avenue
 From: _____ Date: _____

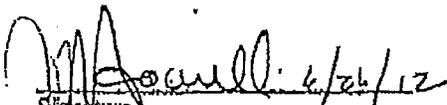
If it is necessary for you to obtain or pay for a mortgage or title insurance, or to purchase closing or escrow services in connection with the purchase or refinancing of your home, we are pleased to recommend (1) Town and Country Mortgage Group, LLC ("T&C") for your mortgage needs and (2) Oxford Title Agency, Inc. ("Oxford") for your title and/or escrow needs. Please note that Comey & Shepherd, LLC (C&S) has a business relationship with each of these entities in that (i) C&S owns approximately 50% of T&C and (ii) the principals of C&S, C. Scott Nelson and Mary Therese Hankner, have 35% and 14% interests respectively in Oxford. BECAUSE OF THESE RELATIONSHIPS, THIS REFERRAL MAY PROVIDE C&S, T&C, OXFORD AND/OR THEIR PRINCIPALS, OWNERS AND/OR EMPLOYEES WITH A FINANCIAL OR OTHER BENEFIT.

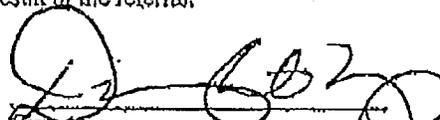
Following is the estimated range of charges by Oxford and T&C for the following settlement services they provide:

	Oxford		T&C
Closing/Settlement Fees:	\$300 to \$350	Loan Origination	0% to 1% of Loan
Miscellaneous Fees:	\$25 to \$100	Loan Discount Fee	0% to 3% of Loan
Recording Fees:	\$200 to \$300	Application Fee	\$75 to \$500
Title Insurance:		Processing Fee	\$300
Loan Policy Insurance -- Note: Rates shown are per thousand or any fraction thereof		Underwriting	\$295
Up to \$150,000 of liability written	\$4.00		
Over \$150,000 and up to \$250,000 add	\$3.25		
Over \$250,000 and up to \$500,000 add	\$2.50		
Over \$500,000 and up to \$10,000,000 add	\$2.25		
Over \$10,000,000 add	\$2.00		
Minimum Premium:	\$125.00		
Owner's Policy Insurance -- Note: Rates shown are per thousand or any fraction thereof			
Up to \$150,00 of liability written	\$5.75		
Over \$150,000 and up to \$250,000 add	\$4.50		
Over \$250,000 and up to \$500,000 add	\$3.50		
Over \$500,000 and up to \$10,000,000 add	\$2.75		
Over \$10,000,000 add	\$2.25		
Minimum Premium:	\$175.00		

There may be additional charges, depending on the loan or title/closing services that you select or need. While we encourage you to use these companies, YOU ARE NOT REQUIRED TO DO SO AS A CONDITION FOR THE PURCHASE OR FINANCING OF YOUR HOME. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE WHETHER YOU ARE RECEIVING THE BEST SERVICES AND/OR THE BEST RATES FOR THOSE SERVICES.

I/we have read this Disclosure form and understand that C&S is referring me/us to purchase the above-described mortgage, title and closing settlement services and that it, T&C, Oxford and/or their principals, owners and/or employees may receive a financial or other benefit as the result of the referral.


 Signature
 Tammie Flow Church
 WASH 7072422.1


 Signature
 Broe Munnsthal

Property Address 1260 Manss Avenue Cincinnati, Ohio

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OWNER: *[Signature]* DATE: 6/26/12

OWNER: _____ DATE: _____

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My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: *[Signature]* DATE: 6/24/12

PURCHASER: _____ DATE: _____