

BUILDER AGREEMENT

THIS BUILDER AGREEMENT, hereinafter referred to as the "Agreement", is made on the date hereinafter set forth by and between **THE WOODS OWNERS ASSOCIATION, INC.** an Ohio not-for-profit corporation (hereinafter referred to as the "Association"), **CLAYTON PROPERTIES GROUP, INC., dba Arbor Homes**, a Tennessee corporation (hereinafter referred to as the "Builder"), under the circumstances summarized in the following Recitals.

RECITALS

1. The Association, through its Board of Directors, administers and maintains a Home Owners Association commonly known as The Woods Owners Association Inc., a planned community, located in the City of Beavercreek, Greene County, Ohio (hereinafter referred to as "Beavercreek"), consisting of separate lots on which dwelling units or structures are or have been constructed thereon, together with common areas or elements owned by the Association for the use and enjoyment of its members.
2. The Woods is subject to the Master Amendment to Declaration of Covenants, Conditions and Restrictions for the Woods, By-Laws of the Woods Owners' Association Inc., First Amendment to Master Amendment to Declaration of Covenants, Conditions and Restrictions for the Woods, a Second Amendment to Master Amendment to Declaration of Covenants, Conditions and Restrictions for the Woods thereto, and any future amendments which are recorded with the Greene County, Ohio Recorder, hereinafter collectively referred to as "Declaration".
3. The Woods was developed pursuant to the zoning and subdivision regulations of Beavercreek, and particularly, PUD Case 90-5, hereinafter referred to collectively as "Beavercreek Requirements". The development of The Woods is also subject to the Design Review Standards set forth in the Declaration.
4. The Builder is or will be the Owner of twenty (20) lots in the Woods Section Six and Section Seven. The Lots are as follows: 146A, 147A, 148A, 149A, 153A, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 171, 172, and 173. The Builder intends to offer its Arbor Homes Product Offering meeting the requirements of the Master Amendment to the Declaration of Covenants and Restrictions and any amendments that revise Architectural Standards (hereinafter HOA Documents) for the Woods as recorded at Greene County, Ohio Recorders Office on June 16, 2016.
5. The Builder will be the builder of Dwelling Units on Lots which it purchases, as such terms are defined in the Declaration. The Builder has entered into a Lot Purchase Agreement with Developer to purchase twenty (20) lots as define above within Section Six and Section Seven as developed by the Developer, for the purpose of constructing Dwelling Units for sale to home buyers thereon.
6. The Association, subject to the terms and conditions set forth herein, has agreed that the Builder may build homes in the Woods.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section Six and Section Seven were developed by Desarrollo, Inc. (herein after referred to as the "Developer") in conjunction with Pebbles Homes, LLC. The Builder is purchasing or will purchase twenty (20) lots from Desarrollo, Inc. to build, market and sell the homes on the open market.
2. The Builder is not assuming any responsibility as the Developer including but not limited to: Construction of Public or Private Improvements, is not responsible for Common Area Ownership, Common Area Maintenance Repair or Replacement, and Turnover of Common Areas to the Association.
3. The Builder will complete the homes it builds to the requirements of the Building and Zoning Codes for the Authority Having Jurisdiction, and to the requirements of the Declaration and this Builder Agreement. This shall include the structures and the individual Lot Improvements as required.
4. The Builder will meet all Jurisdictional Requirements and the requirements of the Association's HOA Documents while owning the Lots and constructing the homes on the Lots as described in this Builder Agreement.
5. The Builder and the Association agree that the Builder's Product Offerings of Home Plans and Elevations (as per Exhibit A) shall be approved as follows:
 - A. The Aspen: Craftsman, and Traditional Elevations.
 - B. The Bradford: Craftsman, Traditional, and Tudor Elevations.
 - C. The Chestnut: Elevation B, Craftsman, and Traditional Elevations.
 - D. The Cooper: Craftsman, and Traditional Elevations.
 - E. The Cottonwood: Craftsman, Traditional, and Tudor Elevations.
Craftsman (side entry garage).
 - F. The Empress: Craftsman, Traditional, and Tudor Elevations.
 - G. The Mulberry: Craftsman, and Traditional Elevations.
 - H. The Norway: Craftsman, and Traditional Elevations.
Craftsman (side entry garage).
 - I. The Spruce: Craftsman, Traditional, and Tudor Elevations.
6. The Builder and the Association agree that in the event that the Builder desires to add additional Home Plans and Elevations to the Product Offerings, the Association will review and consider the new Home Plans and Elevations subject to the HOA Documents and the approval of the plans will not be unreasonably withheld by the Association.
7. The Builder will not be responsible for Common Areas including but not limited to Private Street Systems, Storm Water Management System, Storm Sewer System, and the Storm Water Detention Area(s).

8. The Association will be responsible for removal of snow and ice of the Private Roads in section Six and Seven. The Developer remains responsible for the maintenance of the Private Roads until such time that the Road are accepted by the Association.
9. The Lots and Dwelling Units to be constructed on Section Six and Section Seven are subject to the Design Review Standards as set forth in the Declaration, except that as to Section Six and Section Seven they shall be modified as follows:

A. Submission Requirements:

- 1) The Builder will provide an Application for Plan Approval for each home to the Association. A checklist will be made available by the Association for use in by the Builder.
- 2) The Association shall provide the Builder with the application form to be used when soliciting approval from the Association of the Plans for each Home.
- 3) The Application will be reviewed by the Association's Architectural Review Committee (ARC) to ensure all items required for submittal are included.
- 4) Incomplete Applications will be returned within five (5) calendar days by the Association.
- 5) The ARC shall either Approve, Approve as Noted, or Not Approve the Application for Plan Approval within fourteen (14) calendar days of the submission by the Builder. The decision of the ARC shall be provided to the Builder within three (3) days of the meeting of the ARC.
- 6) In the event that the ARC does not approve the Application for Plan Approval, the ARC will provide the Builder with written notations with the reasons for not approving the Application for Plan Approval.
- 7) If the Builder disagrees with any decision of the ARC, the Builder may appeal to the Association's Board of Directors. The Builder may be present its case to the Board. However, the Board may have its deliberations and discussion in a closed session at its discretion. Actions on appeals shall be within fourteen (14) calendar days.
- 8) Each Application for Plan Approval shall include two (2) copies of the following:
 - a) Plot Plan (scaled) with Site Plan with the following provided:
 - Ground Floor Level Finished Floor Elevation
 - Grading / Drainage
 - b) House Plans with the following:
 - Cover Sheet
 - Floor Plan(s)
 - Elevations (identifying materials to be used):
 - Front Elevation
 - Side Elevations
 - Rear Elevation

- Exterior Selection Sheets identify the colors of materials on the exterior of the homes.
- c) Landscape Plan detailing the following:
- Landscape Plans shall be submitted either with the House Plans or 45 days prior to construction completion of the House for review by the Association's ARC. The location of the Landscape Plantings can be hand drawn on the Site Plan and the location and size of the plantings shall be listed. The Landscape Plan does not need to be completed by a Professional Landscape Designer.
 - The requirements for Landscaping are further detailed in the General Building Requirements section below, item 13.

B. Exterior Product Offerings by the Builder:

- 1) The Builder will provide Product Offerings on the exteriors of the homes it builds within the Woods. These Product Offerings will include Brick, Fiber Cement or Wood Composite Siding (vertical, horizontal, and shake), Dimensional Shingles, Wood Trim, Metal or Fiberglass Entry Doors, Aluminum Insulated Garage Doors, and Vinyl Windows that meet the requirements of the HOA Documents and as further defined in the Builder Agreement.

The ARC will review the samples and / or brochures for these Product Offerings with the first Submission for Plan Approval on the first home. Subsequent Submissions for Plan Approval on other homes will not require material samples and / or brochures to be provided unless the colors or materials have changed from the initial Product Offering for the Community.

- 2) The ARC shall review the Application for Plan Approval and its review and approval shall not unreasonably be withheld provided the exteriors are consistent with the Approved Plans and Elevations (as per Exhibit A) and are generally consistent with the homes completed in Section Six and Section Seven.

C. General Building Requirements:

- 1) Anti-Monotony Standards: No two (2) homes of the same base exterior elevation shall be built adjacent to or directly across from each other unless the roof design is altered, and the exterior material and colors are different. In no case shall three (3) homes of the same elevation or appearance be built adjacent to each other. The ARC will consider the character, design, style, colors, and location of any proposed home in relation to the surrounding homes as criteria of approval. Houses are expected to have architectural interest, as viewed from the street. Examples include three (3) or more gables, "architectural" windows, such as large windows with transoms, palladium, etc., unique porch and /or multiple facades.

The Association has approved the Builder's Elevations as defined in Section 5 above and will not require changes to the elevations other than color selections.

- 2) Arbor Homes agrees that the selling price of the homes will be set a Minimum Home Base price of \$332,100.00. The Minimum Home Base Price will be reset twice a year, as of January and July each year for inflation. The Builder will provide the Association with the calculation for the Minimum Home Base Price as it is available. The means of measuring the Minimum Home Base Price will be the Consumer Price Index (CPI) Inflation Calculator as provided by the US Bureau of Labor Statistics.

The Builder will provide the Association with a copy of its Purchase Agreement with its home buying customer within 30 days of its signing, to confirm the Minimum Selling Price has been achieved. The Builder may redact personal or sensitive information at its discretion.

- 3) Exterior Materials will include Fiber Cement or Wood Composite Siding (Horizontal, Vertical, and Shake) Brick (front elevations), Vinyl Windows, Fiberglass or Steel Entry Doors, Vinyl Sliding Glass Patio Door, Aluminum Garage Doors.
- 4) Exterior Colors: All exterior building materials and colors should be rich, subtle earth tones (browns, tans, dusty greens, warm grays, warm blues, and rusty reds) that will blend in with the natural surroundings.
- 5) Roofing:
 - a) The minimum roof pitch shall be 9/12 on the front facing gables and 7/12 on other gables.
 - b) Shingles shall be Dimensional Shingles.
 - c) All roof overhangs (soffits, eaves, etc.) shall have a minimum twelve-inch (12") projection from the structure.
- 6) Exterior Lighting: Each home shall be provided with the following:
 - a) One (1) Driveway Post Light, controlled by a photocell.
 - b) Two (2) Garage Coach Lights, controlled by a photocell or switch at the Builder's discretion.
 - c) One (1) Front Porch Light controlled by a switch.
- 7) Chimneys: Chimneys shall not be required on any house. If chimneys are provided, they shall comply with the HOA documents.

- 8) Driveways and Walks:
 - a) All driveways shall be a minimum of sixteen (16) feet in width.
 - b) All driveways and front walks shall be concrete pavers or stamped and colored concrete in similar pattern to the existing homes in Section Six and Section Seven. The ARC will accept standard concrete beyond forty (40) foot back of curb.
- 9) Garages:
 - a) All homes shall be provided with a minimum of a two-car garage. The Builder may offer a third car garage as an option to its Home Buyer.
 - b) The Builder shall provide an option to its Home Buyer for Garage Door Windows. The choice of Garage Door Windows is at the discretion of the Builder and Home Buyer.
 - c) The Builder shall provide an option to its Home Buyer to choose colors for the Garage Doors. Color of Garage Door to be provided as part of the submittal to the ARC. The Garage Door should blend harmoniously with colors selected for the house. Color/shade of garage doors shall not repeat for adjacent homes
 - d) The Builder shall provide an option to its Home Buyer to choose Garage Door Decorative Hardware. The use of Garage Door Decorative Hardware shall be at the at the discretion of the Builder and Home Buyer.
 - e) The Builder shall provide a minimum of six (6) side entry garages.
- 10) Windows:
 - a) The Builder will provide White Vinyl Windows, currently the Builder provides both Silverline Windows and American Windows. Due to supply chain issues the Builder reserves the right to substitute the manufacture with other quality manufactured windows of equal quality and performance at its discretion.
 - b) All front elevation windows shall be provided with a window grid pattern on each window.
 - c) All windows within a siding field shall be trimmed on the exterior with a painted 1" x 4" Trim Board.
- 11) Fences: The Builder will not install any fencing. However, the Home Buyer may install fencing provided it seeks approval by the Association.

12) Minimum Living Area: The Minimum Living Areas of homes will be calculated exclusive of basements, garages, and porches. The Minimum Living Area requirements shall be:

- a) Ranch Homes: 1,600 square feet
- b) One and a Half Story Homes: 1,800 square feet
- c) Two Story Homes: 2,200 square feet

13) Landscaping Requirements: Landscape Requirements must comply with The Woods Design Review Standards which are attached as Exhibit "C" to the Second Amendment to the Master Amendment to Declaration of Covenants, Conditions and Restrictions for The Woods dated April 30, 2021.

Section Six and Section Seven shall have a Minimum Landscape Expenditures as at \$2,700 as per Exhibit C.

The Builder will submit a Landscape Plan for each home for review and approval by the ARC. Approval shall not be unreasonably withheld provided it includes items as required by the HOA Documents.

10. The Builder will be responsible for the repair to any Curb and Gutter and Concrete Pavement that is damaged as a result of the Builders work. However, the Builder will not be responsible for the repair of any damage as a result of poor construction and/or poor maintenance of the existing streets. The roadways shall be documented prior to the construction commencement on the first homes by the Builder with video or photographs or written record shared with the Association.

11. The Builder will utilize the Sump Drain Lines as provided for any basements as required. In addition, the Builder will provide connection of all the front elevation downspouts, and side elevation downspouts that are located on the front half of the building to the Sump Drain Line to allow for adequate drainage from all Lots. Drainage connections from the downspouts to the sump drain shall be located below grade.

12. If the drainage from one of the Lots owned or sold by the Builder is inadequate, the Builder shall correct the drainage issue and repair any damage that may occur for a period of two (2) years after construction of each Dwelling Unit. In the event that the Home Buyer has modified any of the grading, drainage or plantings, the Builder shall not be responsible for any corrective measures.

Rear gutter downspouts may be discharged at grade, provided the discharge does not cause runoff or erosion issues on other lots and are directed to proper drainage swales.

13. The Walking Path will be built by the Developer. In the event that the Walking Path is damaged by the Builder during the course of its work, the Builder will be responsible to repair any damage to the Walking Path in a timely fashion, defined as within seven (7) calendar days, weather permitting, of being notified of the damage.

If after seven (7) calendar days, the Builder has not completed the repairs (weather permitting) the Association may serve the Builder with written notice and provide the Builder with twenty-one (21) calendar days to complete the repairs. If the repairs are not completed in that time frame, the Association reserves the right to hire a contractor to make the repairs to the Walking Path at the Builders the expense.

14. The Builder shall be responsible to meet all of the requirements of the Ohio General Storm Water Permit as required by the Ohio Environmental Protection Agency (OEPA), Greene County, Greene County Soil and Water Conservation District, and the City of Beavercreek for Individual Lot Controls.
15. The Builder will be responsible to keep the streets clear of mud, residue, and debris because of the Builder's construction of the homes. Street Sweeping will be completed as needed. Additional sweeping will be required when mud, construction or other debris are present and as determined by the Association. The standard of care shall follow the requirements of Ohio General Storm Water Permit as issued on Construction Sites. The Builder shall have three (3) calendar days to clear the streets. In the event the Builder does not clear the streets of mud, residue and/or debris within the prescribed time period, the Association may serve the Builder with written notice and provide the Builder with seven (7) calendar days to complete the sweeping. If the sweeping has not been completed in that time frame, the Association reserves the right to hire a contractor and sweep the streets at Builders the expense.
16. The Builder will be responsible to maintain the Soil Erosion Devices on each Lot and to maintain the Inlet Protection Devices on the Catch Basins as required by the Ohio General Stormwater Permit.
17. The Builder will not be responsible for the Maintenance of Common Lots, including Open Spaces, Storm Sewers, and the Detention Pond(s).
18. The Builder shall be responsible to keep the area of its work and surrounding area free of trash and debris caused by its work. In the event the Builder does not keep the Common Areas or Private Roads free of trash and debris, the Association may serve the Builder with written notice and provide the Builder with seven (7) calendar days to complete the clean-up. If the clean-up has not been completed in that time frame, the Association reserves the right to hire a contractor and clean-up the Open Spaces and Private Roads at Builders the expense.
 - a) The Builder shall provide adequate Trash Bins as needed. The Trash Bins shall be kept off of the road as much as possible. When on the road the trash bins shall not impede traffic and should be placed to prevent damage to the Streets.
 - b) The Builder will provide adequate Toilet Facilities for its staff and its subcontractors. The Toilet Facilities shall be kept off of the road as much as possible.
 - c) The Builder shall maintain the Lot owned including keeping the grass within 25 feet of the Curb and Gutter less than 8" tall, and the remainder of the lots less than 36" tall.
19. The Builder may place a temporary advertising sign near the intersection of Kemp Road and Hidden Woods Boulevard (in the same location of the current builder's

sign). The sign shall be the same general size as the existing builder(s) sign. Additionally, a directional sign (size of normal real estate sign) may be placed on common property at Hidden Woods Boulevard and Creekview Trail, and Creekview Trail and Greenridge Drive to direct traffic to the area of homes sales. All signs will be required to meet the jurisdictional zoning requirements.

20. HOA Assessments: For Lots where Dwelling Units have not been constructed (Dwelling Units with construction completed and sold to the Home Buyers). The Builder will be responsible for the monthly Assessment as determined by the annual approved budget. However, the Builder will not be responsible for the expenses related to the Community Center (Clubhouse, Pool, Tennis Courts, and other amenities) pursuant to the terms as defined in the 5.03 of the Master Amendment to the Declaration of Covenants, Conditions and Restrictions for the Woods as recorded June 16, 2016.
21. The Builder will provide all Home Buyers with copies of the following HOA Documents at the time the customer enters into an agreement to build or agreement to purchase a home from the Builder. The Builder will provide evidence of the Home Buyer's receipt of the HOA Documents.
 - A. Master Amendment to the Declaration of Covenants, Conditions and Restrictions for the Woods, as recorded in Greene County, Ohio on Volume 3718 Page 001 thru 0034.
 - B. By-Laws of the Woods Owner's Association, Inc. as recorded in Greene County, Ohio on Volume 3718, pages 035 thru 051.
 - C. First Amendment to the Master Amendment to the Declaration of Covenants, Conditions and Restrictions for the Woods, as recorded in Greene County, Ohio on 08/10/2018.
 - D. Second Amendment to the Master Amendment to the Declaration of Covenants, Conditions and Restrictions for the Woods, as recorded in Greene County, Ohio on 10/15/2021.
 - E. Any additional amendments that have been duly authorized and approved by the members of the Association as required and as recorded with Greene County, Ohio.
 - F. The Woods of Beaver creek –Homeowner Manual dated March 2022. The Builder and the Association agree that this document is a guide, and the Master Amendment to the Declaration of Covenants, Conditions and Restrictions for the Woods, the First and Second Amendments and the By-Laws shall prevail if in conflict to this Homeowner Manual.

The Homeowner's Manual may be updated from time to time by the Association. Any updated Homeowner's Manual will be provided to the Builder and posted to the Association's Website.

22. The Builder and Association recognize the importance open communications through the Building Period. As such Notices and Communications shall be through the following Points of Contact for the Builder will be as follows:

The Builder:

Clayton Properties Group, Inc.
dba Arbor Homes
9050 Centre Pointe Drive – Suite 210
West Chester, Ohio 45069

Paul A. Metzger
Director of Land Acquisition & Entitlement
Email: Paul.metzger@yourarborhome.com
Mobile: 1-513.678.2417

The Association:

The Woods Owner's Association, Inc.
2161 Hidden Woods Boulevard
Beavercreek, Ohio 45431

Kerry Bowden, President
Email: Klbowden2000@yahoo.com
Mobile: 1-937-427-3454

Written Notices to:

The Woods Owner's Association, Inc.
c/o Planning Alternatives LLC
dba PA Property Management
6832 Loop Road
Centerville, Ohio 45459

Deborah Ferris, Association Manager
Email: deborahf@papropmngt.com
Office: 1-937-432-9050

The Builder and the Association each reserve the right to change the Point of Contact at any time upon written notice to the other.

23. This Agreement may not be assigned by the Builder or by the Association without written consent of the other party. However, the Builder may assign the agreement to a related entity, while still selling the homes as Arbor Homes.
24. This Development Agreement shall be construed in accordance with the laws of the State of Ohio, Greene County, Ohio and the City of Beavercreek, Ohio

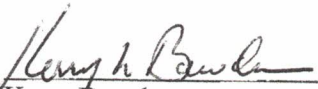
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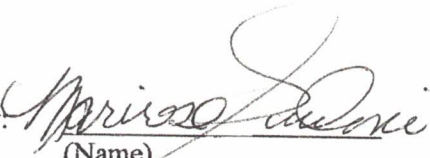
EXECUTED on the date as indicated below:

SELLER:

THE WOODS OWNER'S ASSOCIATION INC.
an Ohio Not For Profit Corporation


By:  9/22/2022
Kerry Bowden Date
President

By:  22 SEP 2022
(Name) ROGER F WICKER Date
Treasurer

By:  9/22/2022
(Name) Maria L. Loe Date
Secretary

BUILDER:

CLAYTON PROPERTIES GROUP, INC.
dba ARBOR HOMES, a Tennessee corporation

By:  9/19/2022
Michael Marinangeli Date
Division President | Ohio