

 3/14/12

EXHIBIT B

**BLACKBURN WOODS SUBDIVISION
DEED RESTRICTIONS**

1. The intent of these Deed Restrictions is to create a residential subdivision of consistent quality and value, and to insure the residents and homeowners that there is a system in place to evaluate concerns which might affect consistency and value as they relate to the real estate. These Deed Restrictions shall be incorporated verbatim in each Deed conveyed or by reference in all deeds issued after recording of the final plat of the Blackburn Woods Subdivision.

2. Developer shall approve the site location of all proposed residences on each of the subdivision lots for the purpose of promoting compatibility and promoting privacy within the subdivision.

3. Design of residential dwellings and subsequent additions shall be reviewed by the developer of these lots prior to construction for the purpose of providing consistency to the entire subdivision. If the developer has sold all of the lots in the subdivision, plans shall be reviewed and approved by the Blackburn Woods Homeowner's Association.

4. Only one single-family residence may be erected on a single lot. Lots shown on the recorded plat of the subdivision may not be further subdivided. A common lot between two property owners may be purchased and split between the two adjacent property owners and their lot boundaries redefined. This will eliminate the existence of the common lot for future building purposes.

5. No temporary structure, with the exception of outbuildings, of any nature will be used on these lots at any time including but not limited to: Mobile home, trailer, tent, shack, or barn.

6. Yard space, exclusive of residence of appurtenant structure shall be maintained lawn or landscaping. Fencing shall only be allowed if consistent in design and conforming to the specifications provided by developer for the purpose of maintaining consistency throughout the subdivision. Building materials may not be stored on lots for more than 30 days prior to commencement of construction.

7. Each lot owner shall provide parking space for vehicles on his own property. Storage of wrecked, junked, or permanently disabled vehicles is not permitted. Boats, campers or recreational vehicles must be stored in an appurtenant structure architecturally compatible to the residence. No large trucks or trailers are to be stored/parked in the subdivision at any time other than for the purpose of delivery of constructions materials.

8. Grantor reserves easements and rights of way in, over, under and across each lot in the subdivision, for the installation and maintenance of telephone and electric pole lines or conduits, and/or sewers, swales and conduits for storm water and sanitary purposes, gas and/or water veins, or for any other similar facility or utility deemed convenient or necessary by Grantor, or its designee, for the service of the premises hereby conveyed and for adjoining and adjacent property. Grantor hereby reserves the right to assign the use of any or all of said easements and rights of way to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Nothing herein contained shall obligate the Grantor to install or furnish any of the aforesaid facilities, utilities or services.

9. Grantor reserves to and for itself and its designee the right to grant consents for construction and operation of electric light, telephone poles, conduits, gas lines, pipes or any and all other utility related items in and upon any and all highways now existing and later created, upon which any portion of said premises shall abut.

10. If the Grantees, their successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to institute legal action against the person or persons violated or attempting to violate any such covenants and either to prevent it or them from so doing, or to recover damages or other dues for such violation.



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11. The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises herein described.

12. The Grantor of this subdivision expressly reserves a thirty foot (30') right of way across Lots 12, 13, 14 and such other lots as reflected on the plat of the subdivision for the passage of storm water and sewer and for access to a service lift station to be placed on adjoining acreage. Grantor further reserves the right to improve said right of way to allow for the ingress and egress for the owners, guests, licensees, and other parties for the benefit of up to three lots in the Blackburn Woods Phase II Subdivision or another designated development of the Grantor located next to Blackburn Woods Phase I Subdivision. The parties utilizing this right of way shall be jointly responsible for its maintenance.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. The Developer shall be responsible for maintaining the detention pond facilities until the formation of the Homeowners' Association. After 50% of the homes in Phase I have been sold, the Developer shall organize and form a Homeowners' Association which shall be responsible for subdivision upkeep to include but not limited to maintaining the landscaping and the maintenance of the retention basins (north and south). If the Association fails to perform its obligations hereunder and it becomes necessary for the City of Athens to perform maintenance work to the basin areas, the City of Athens shall assess the Homeowners' Association or the individual lot owners of the subdivision the costs of such necessary maintenance.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After this time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded. Each lot, including the lots owned by Blackburn Woods Subdivision, shall represent one vote agreeing to change said covenants in whole or in part.

AMENDMENT TO DEED RESTRICTIONS
BLACKBURN WOODS SUBDIVISION

SMG 3/18/12

WHEREAS, the undersigned are the developer and all of the present lot owners in the Blackburn Woods Subdivision; and

WHEREAS, the developer has proposed to amend the Deed Restrictions for the Blackburn Woods Subdivision recorded in Volume 396, Page 1401, Athens County Official Records; and

WHEREAS, the parties hereto are in agreement with and consent to said amendment.

NOW, THEREFORE, the parties acknowledge and agree that Deed Restriction No. 4 for the Blackburn Woods Subdivision shall be **amended to read as follows**:

"4. Only one single-family residence may be erected on a single lot. Lots shown on the recorded plat of the subdivision may not be further subdivided. A common lot between two property owners may be purchased and split between the two adjacent property owners and their lot boundaries redefined. This will eliminate the existence of the common lot for future building purposes.

Adjoining lot owners are also permitted to relocate the common property lines between their lots upon mutual agreement so long as such relocation is not in violation of and conforms with Athens City Code."

All other terms and conditions of the Blackburn Woods Subdivision Deed Restrictions remain unchanged and in full force and effect.

The amendment contained herein shall apply to all of the present lot owners in the Blackburn Woods Subdivision, and to all future lot owners, shall run with the land and shall be binding on and inure to the benefit of all of the Blackburn Woods Subdivision lot owners, their heirs, successors, and assigns.

EXECUTED this 25th day of July, 2007.

DEVELOPER:

[Handwritten Signature]

T.H. LOVDAL & COMPANY, LTD. by
Thomas H. Lovdal, President

STATE OF OHIO:

The foregoing instrument was acknowledged before me this 25th day of July, 2007, by Thomas H. Lovdal, President and duly authorized signatory of T.H. Lovdal & Company, Ltd., an Ohio Limited Liability Company, for and on behalf of the company.

[Handwritten Signature]
Notary Public

My Commission Expires:
(seal)



CHRISTIAN S. GERIG
Notary Public, State of Ohio
Exp. 12/31/11, Civ. R.C. 147.03

(Signatures and Acknowledgments Continued on Following Page)

3/14/12

Instrument 200700005295 OR Book Page 414 1970

200700005295
Filed for Record in
ATHENS COUNTY, OHIO
JULIA MICHAEL SCOTT
08-10-2007 At 08:05 am.
RESTRICTION 28.00
OR Book 414 Page 1969 - 1970

LOT OWNERS:


T.H. LOVDAL & COMPANY, LTD. by
Thomas H. Lovdal, President

200700005295
GERIG AND GERIG
BDX 268
ATHENS OH 45701

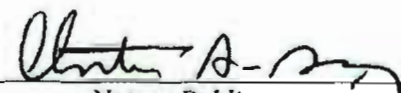
STATE OF OHIO:

The foregoing instrument was acknowledged before me this 25th day of July, 2007, by Thomas H. Lovdal, President and duly authorized signatory of T.H. Lovdal & Company, Ltd., an Ohio Limited Liability Company, for and on behalf of the company.

My Commission Expires:
(seal)



CHRISTIAN S. GERIG
Notary Public, State of Ohio
Indefinite Term, Ohio R.C. 147.03


Notary Public


SERGIO ULLOA
SERGIO


NANCY SANDLER


STATE OF OHIO:


The foregoing instrument was acknowledged before me this 6th day of ~~July~~^{August}, 2007, by Sergio Ulloa and Nancy Sandler.

My Commission Expires:
(seal)



CHRISTIAN S. GERIG
Notary Public, State of Ohio
Indefinite Term, Ohio R.C. 147.03


Notary Public


LAURA J. MOSS


STATE OF OHIO:

The foregoing instrument was acknowledged before me this 3rd day of ~~July~~^{August}, 2007, by Laura J. Moss.

My Commission Expires:
(seal)



CHRISTIAN S. GERIG
Notary Public, State of Ohio
Indefinite Term, Ohio R.C. 147.03


Notary Public