GREAT LAKES PLAZA

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AMENDMENT TO RESTRICTIONS CONTAINED IN DEED

THIS AGREEMENT entered into this 1 and 19 and 20 days of August, 1980 by and between Great Lakes Restaurants Properties, Inc., an Ohio corporation; and Suzanne L. Gardner, Executrix of the Estate of Weston L. Gardner, Sr., deceased, who was also known as Weston L. Gardner; and Suzanne L. Gardner, a widow and not re-married; and N & R Properties, an Ohio general partnership;

WITNESSETH:

WHEREAS, the parties hereto are all of the present owners of Lots Nos. One (1), Two (2) and Three (3) in Great Lakes Plaza, an Addition in the City of Toledo, Lucas County, Ohio; and

WHEREAS, by deed dated January 28, 1971 and filed for record on June 20, 1972 and recorded at Volume 2121 of the Lucas County Records of Deeds, at page 292, which deed conveyed the entire plat which consists of three (3) lots, of which the parties hereto are the owners of all of same, the following, among others, was made a restriction affecting all of said lots:

"Any building or other structure (except signs) constructed, erected, or placed upon the premises shall be set back one hundred twenty (120) feet eastward from the center line of Reynolds Road and one hundred twenty (120) feet south from the center line of Hill Avenue."; and

WHEREAS, the present owners of all of the said aforesaid lots in said plat deem it necessary to amend said restriction;

NOW, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned being all of the owners of the lots in Great Lakes Plaza, an Addition in the City of Toledo, Lucas County, Ohio, for the benefit and protection of ourselves and each of the future owners of each of the lots in said Addition hereinafter conveyed out of said Addition and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots hereinafter conveyed, do hereby declare that each and every of the lots or parcels hereinafter

sold, conveyed or transferred, including transfers by operation-of-law, shall be deemed to be sold, conveyed or transferred subject to the following amended covenants, conditions, agreements and restrictions, to wit:

The aforesaid restriction reading:

"Any building or other structure (except signs) constructed, erected, or placed upon the premises shall be set back one hundred twenty (120) feet eastward from the center line of Reynolds Road and one hundred twenty (120) feet south from the center line of Hill Avenue." shall be, and hereby is, amended to read as follows:

"Any building or other structure (except signs) constructed, erected, or placed upon the premises shall be set back one hundred twenty (120) feet eastward from the center line of Reynolds Road and eighty-six (86) feet south from the center line of Hill Avenue."

These restrictions, as amended, shall no affect existing construction, but shall take effect and be enforced from and after their recording.

This amendment shall not effect any of the other covenants, conditions, agreements and restrictions contained in the aforesaid deed dated January 28, 1971 and recorded on June 20, 1972 in said Volume 2121 of the Lucas County Records of Deeds, page 292.

IN WITNESS WHEREOF, the within parties have hereunto set their hands on the days and year first above written.

Signed and Acknowledged
in the Presence of:

_____

_____

_____

_____

GREAT LAKES RESTAURANTS PROPERTIES, INC., an Ohio Corporation, being the owner of Lot No. Three (3) in Great Lakes Plaza, an Addition in the City of Toledo, Lucas County, Ohio

By: _____
Robert G. Bennett, President

_____
SUZANNE L. GARDNER, Executrix of the Estate of Weston L. Gardner, Sr., who was also known as Weston L. Gardner

_____
SUZANNE L. GARDNER, being the owners of Lot No. Two (2) in Great Lakes Plaza, an Addition in the City of Toledo, Lucas County, Ohio

acknowledged the signing thereof to be their voluntary act and deed as such partners, and the voluntary act and deed of the said grantor partnership for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official seal this 19 day of August, 1980.

Charles Webster Cole
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Be it remembered that on the 20 day of August, 1980, before me, the subscriber, a Notary Public within and for said County, personally came Suzanne L. Gardner, a widow and not re-married, and Suzanne L. Gardner, Executrix of the Estate of Weston L. Gardner, Sr., who was also known as Weston L. Gardner, the grantors in the above instrument, and acknowledged the same thereof to be their voluntary act and deed for the use and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 20 day of August, 1980.

Janet K. Collins
Notary Public

Received for record August 27, 1980 at 9:43 A.M., in Deed Record 80-336A05, Lucas County, Ohio Records.