

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (the "Declaration") is entered into as of the 30th day of June, 2004, by and between: (i) **ROYCE G. PULLIAM M & A, LLC**, a Kentucky limited liability company, whose address is 60 Avenue of Champions, Nicholasville, Kentucky 40356 ("M & A"), and (ii) **INDIAN TRAIL SQUARE, LLC**, a Kentucky limited liability company, whose address is 1020 Industry Road, Suite 40, Lexington, Kentucky 40505 ("Indian Trail").

RECITALS:

A. M & A is the owner of certain real property (the "M & A Property") located in Jefferson County, Kentucky, and depicted as Tract 2 and Tract 4 on the Minor Subdivision Plat attached hereto as Exhibit A; the original of such Plat (the "Plat") is attached to, and recorded with, a Deed dated June 30, 2004 of record in Deed Book 8440, Page 639, in the Jefferson County Clerk's office. 3893

6304

B. Indian Trail is the owner of real property (the "Indian Trail Property") located adjacent to the M & A Property and depicted as Residual Tract 1 and Tract 3 on the Plat.

C. M & A and Indian Trail desire to establish certain easements and access rights affecting the M & A Property and the Indian Trail Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are mutually acknowledged, M & A and Indian Trail agree as follows:

1. Access Easement Grant by Indian Trail. Indian Trail hereby grants to M & A, its successors and assigns, a non-exclusive, perpetual easement and right-of-way for the purposes of vehicular and pedestrian ingress and egress to and from the M & A Property along and over the paved parking areas and drive lanes as may now or hereafter exist on the Indian Trail Property. The easement created in this Section 1 shall be referred to herein as the "M & A Access Easement". The M & A Access Easement shall be for the benefit of M & A, its tenants, employees, invitees, visitors, guests and licensees, in common with all others having the like right, and may only be used in connection with the conduct of lawful business on the M & A Property.

2. Parking Easement Grant by Indian Trail. Indian Trail hereby grants to M & A, its successors and assigns, a non-exclusive, perpetual easement for the purpose of temporary automobile parking on the paved parking areas as may now or hereafter exist on the Indian Trail Property. The easement created in this Section 2 shall be referred to herein as the "M & A Parking Easement". The M & A Parking Easement shall be for the benefit of M & A, its tenants, employees, invitees, visitors, guests and licensees, in common with all others having the like right, and may only be used in connection with the conduct of lawful business on the M & A Property. Indian Trail also grants to M & A whatever parking capacity may be needed, if any, over and above the parking capacity on Tract 4 of the M & A Property necessary to support the land use approvals necessary for an 8,000 square foot retail commercial building on Tract 4 of the M & A Property.

3. Rights Reserved to Indian Trail. Indian Trail retains for itself and its successors and assigns, the right from time to time to landscape and repave, construct additional buildings on, restripe and modify the parking areas and drive lanes of the Indian Trail Property, and to grant other easements across, over, through or under the Indian Trail Property, provided that none of the foregoing shall materially interfere with the access and parking rights granted pursuant to Sections 1 and 2 hereof, and provided however, that Indian Trail shall not utilize any of the parking capacity of the M & A Property to support land use approvals for any such additional building or development on the Indian Trail Property. Notwithstanding the foregoing, no barriers, fences, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between the portions of the Indian Trail Property from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the parties of the rights and easements created by Sections 1 and 2. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes. In addition, Indian Trail may temporarily close or block traffic for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties, and may temporarily fence off portions of the Indian Trail Property as reasonably required for the purpose of repair, construction and reconstruction.

4. Access Easement Grant by M & A. M & A hereby grants to Indian Trail, its successors and assigns, a non-exclusive, perpetual easement and right-of-way for the purposes of vehicular and pedestrian ingress and egress to and from the Indian Trail Property along and over the paved parking areas and drive lanes as may now or hereafter exist on the M & A Property. The easement created in this Section 4 shall be referred to herein as the "Indian Trail Access Easement". The Indian Trail Access Easement shall be for the benefit of Indian Trail, its tenants, employees, invitees, visitors, guests and licensees, in common with all others having the like right, and may only be used in connection with the conduct of lawful business on the Indian Trail Property.

5. Parking Easement Grant by M & A. M & A hereby grants to Indian Trail, its successors and assigns, a non-exclusive, perpetual easement for the purpose of temporary automobile parking on the paved parking areas and drive lanes as may now or hereafter exist on the M & A Property. The easement created in this Section 5 shall be referred to herein as the "Indian Trail Parking Easement". The Indian Trail Parking Easement shall be for the benefit of Indian Trail, its tenants, employees, invitees, visitors, guests and licensees, in common with all others having the like right, and may only be used in connection with the conduct of lawful business on the Indian Trail Property.

6. Rights Reserved To M & A. M & A retains for itself and its successors and assigns, the right from time to time to landscape and repave, construction additional buildings on, restripe and modify the parking areas and drive lanes of the M & A Property, and to grant other easements across, over, through or under the M & A Property, provided that none of the foregoing shall materially interfere with the access and parking rights granted pursuant to Sections 4 and 5 hereof, and provided however, that other than is granted in Section 2 hereof, M & A shall not utilize any of the parking capacity of the Indian Trail Property to support land use approvals for any such additional building or development on the M & A Property. Notwithstanding the foregoing, no barriers, fences, grade changes or other obstructions shall be

erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between the portions of the M & A Property from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the parties of the rights and easements created by Sections 4 and 5. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes. In addition, M & A may temporarily close or block traffic for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties, and may temporarily fence off portions of the M & A Property as reasonably required for the purpose of repair, construction and reconstruction.

7. Sign Lot Easement. Indian Trail hereby dedicates an easement for the benefit of M & A in, on and over such portion of Tract 3 of the Indian Trail Property as contains a monument sign, as shown on the Plat in the southwest portion of Tract 3 (the "Sign Area"), to permit M & A to construct and maintain a monument sign thereon for the benefit of the M & A Property, and Indian Trail further dedicates an easement over Tract 3 of the Property in favor of M & A for the purpose of ingress and egress to the Sign Area, in order to permit M & A to construct, install, maintain and replace any signage placed by M & A within the Sign Area.

8. Appurtenant Easements. It is understood and agreed that (a) the M & A Access Easement and the M & A Parking Easement granted herein shall be held by M & A, its successors and assigns, as appurtenant to and benefiting the M & A Property, and as a burden on the Indian Trail Property, and (b) the Indian Trail Access Easement and the Indian Trail Parking Easement granted herein shall be held by Indian Trail, its successors and assigns, as appurtenant to and benefiting the Indian Trail Property, and as a burden on the M & A Property. Notwithstanding the foregoing, nothing contained herein shall be construed as granting to the general public any rights whatsoever in either the M & A Property or the Indian Trail Property. The rights herein granted are only for the uses of the persons described herein so long as they are acting in their designated capacities, but not as members of the general public.

9. M & A Property Maintenance and Repair; Indemnity; Default.

(a) The M & A Property shall be maintained and repaired by M & A, at its sole cost and expense, in good order and condition, free of ice, snow, litter and weeds, provided, however, that maintenance or repairs necessitated by the gross negligence of Indian Trail or its tenants, employees, invitees, visitors, guests or licensees shall be the responsibility of Indian Trail. The M & A Property shall at all times be maintained in a manner consistent with and aesthetically harmonious with the Indian Trail Property.

(b) M & A shall, and does hereby, indemnify Indian Trail and hold Indian Trail harmless from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of the use of the M & A Access Easement and the M & A Parking Easement.

(c) In the event M & A fails to maintain or repair the M & A Property as provided herein or otherwise violates the terms, conditions or covenants hereof, Indian

Trail shall be entitled, after thirty (30) days prior written notice to M & A of such failure or violation, to enter on to the M & A Property and perform such maintenance and repair or cure such violation in a commercially reasonable manner. All costs and expenses incurred by Indian Trail in connection with such repair and/or cure shall be the sole responsibility of M & A. Such costs and expenses shall be identified by written notice to M & A, in recordable form, and upon due recording thereof, shall constitute a lien on the M & A Property, which lien shall be subject and subordinate to any then-existing, recorded, bona fide mortgage against the M & A Property in favor of a third party unaffiliated with M & A. In the event of such failure or violation, Indian Trail shall be entitled to all remedies available at law or in equity to enforce the terms hereof and to collect all costs due hereunder, including the right to foreclose the lien provided herein, and to collect all reasonable attorneys' fees and court costs incurred as a result thereof.

10. Indian Trail Property Maintenance and Repair; Indemnity; Default.

(a) The Indian Trail Property shall be maintained and repaired by Indian Trail, at its sole cost and expense, in good order and condition, free of ice, snow, litter and weeds, provided, however, that maintenance or repairs necessitated by the gross negligence of M & A or its tenants, employees, invitees, visitors, guests and licensees shall be the responsibility of M & A. The Indian Trail Property shall at all times be maintained in a manner consistent with and aesthetically harmonious with the M & A Property.

(b) Indian Trail shall, and does hereby, indemnify M & A and hold M & A harmless from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of the use of the Indian Trail Access Easement and the Indian Trail Parking Easement.

(c) In the event Indian Trail fails to maintain or repair the Indian Trail Property as provided herein or otherwise violates the terms, conditions or covenants hereof, M & A shall be entitled, after thirty (30) days prior written notice to Indian Trail of such failure or violation, to enter on to the Indian Trail Property and perform such maintenance and repair or cure such violation in a commercially reasonable manner. All costs and expenses incurred by M & A in connection with such repair and/or cure shall be the sole responsibility of Indian Trail. Such costs and expenses shall be identified by written notice to Indian Trail, in recordable form, and upon due recording thereof, shall constitute a lien on the Indian Trail Property, which lien shall be subject and subordinate to any then-existing, recorded, bona fide mortgage against the Indian Trail Property in favor of a third party unaffiliated with Indian Trail. In the event of such failure or violation, M & A shall be entitled to all remedies available at law or in equity to enforce the terms hereof and to collect all costs due hereunder, including the right to foreclose the lien provided herein, and to collect all reasonable attorneys' fees and court costs incurred as a result thereof.

11. Joint Development. Indian Trail and M & A both agree to exercise good faith efforts to develop and maintain the Indian Trail Property and the M & A Property as a harmonious and aesthetically integrated development.

12. No Build Area. Indian Trail hereby agrees that there shall be no construction of buildings or improvements of any kind upon the portion of Tract 3 shown on the Plat as "NO BUILDING AREA", other than paving for parking, and such landscaping amenities as may be acceptable to M & A. The foregoing restriction shall run with the Indian Trail Property and shall be binding upon all successors and assigns of Indian Trail, for the benefit of M & A and all future owners of the M & A Property.

13. Compliance With Leases; Exclusive. M & A agrees that it will not permit any use of the M & A Property in violation of the exclusive uses that have been granted by Indian Trail as of the date hereof, which exclusive uses are identified on Exhibit B hereto. Indian Trail agrees that as long as a portion of the M & A property is open and operating as a health club/fitness facility, it will not permit any portion of the Indian Trail Property to be used as a health club or fitness facility without M & A's consent.

14. Governing Law; Miscellaneous.

(a) This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

(b) M & A and Indian Trail each agree to enter into such other commercially reasonable agreements and to execute and deliver such commercially reasonable instruments as may be necessary from time to time for the other party to obtain financing secured by Indian Trail Property or the M & A Property, as applicable. Each party shall be responsible for its own expenses (including, without limitation, legal fees) incurred in connection with the drafting, review, negotiation, execution and recording of such agreements and instruments.

(c) Section headings are inserted only for convenient reference and do not define nor are they to prescribe the scope of this Declaration.

(d) This Declaration may not be terminated, modified, or amended unless done so in a writing signed by all the then owners of the M & A Property and the Indian Trail Property, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

(e) All notices required or permitted hereunder shall be deemed to have been given three business (3) days after such notice is deposited in the United States mail, postage prepaid, certified, with return receipt requested, addressed to such party at the address provided in the caption of this Declaration, or to such other address as may be provided to the other party in the manner required for notices hereunder.

15. Joinder of Indian Trail's Lender. Protective Life Insurance Company, a Tennessee corporation ("Protective") is the holder of a mortgage lien on the Indian Trail Property pursuant to a Mortgage and Security Agreement dated _____, of record in Mortgage Book 8276, Page 163, in the Jefferson County Clerk's office, and Protective joins in this Declaration to evidence its consent to the terms set forth herein, and to evidence Protective's

PROTECTIVE LIFE INSURANCE COMPANY

By: Charles M. Puro
Title: VICE PRESIDENT

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 24th day of June, 2004, by Charles M. Puro, Vice President of Protective Life Insurance Company, a Tennessee corporation, for and on behalf of said corporation.

My Commission Expires: 9-29-2006



(SEAL)

Jancy C. Clarke
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Tandy C. Patrick
Tandy C. Patrick Esq.
GREENEBaum DOLL & MCDONALD, PLLC
300 West Vine Street, Suite 1100
Lexington, KY 40507-1665
Telephone (859) 231-8500

RECORD FEE 8.00
CLERK EXP 1.00
EXTRA PAGE 22.00
STATE FEE 3.00
Total Fees 34.00
Ded of Restrict # DN2004113984
DATE: 06/30/2004 TIME: 02:43:48
R/P D 00000 0000 Control# 200406301129
1 ROYCE G PULLIAM R & A LLC

CERTIFICATE OF RESIDUAL LAND
 THE RESIDUAL LAND OF TRACT 1 HEREWITH BEING SUBDIVIDED IN A SINGLE PARCEL OF 29.870 ACRES DESIGNATED AS TRACT 1 AND HAS FRONTAGE OF 1,718 FEET ON PRESTON HWY. WHICH IS A PUBLIC WAY.

Gary Dabney
 LAND SURVEYOR SIGNATURE

CERTIFICATE OF APPROVAL

Approved this 12th day of May, 2004
 Invalid if not recorded before this date:

By: *[Signature]*
 Louisville Metro
 Planning Commission

Approval subject to attached Certificates.

Special requirement(s):

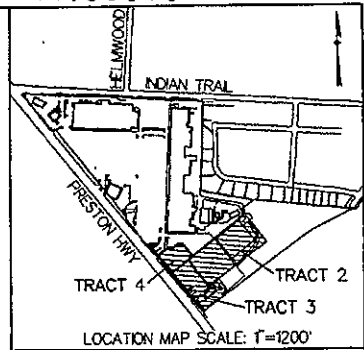
Docket Number: 096-04

LEGEND

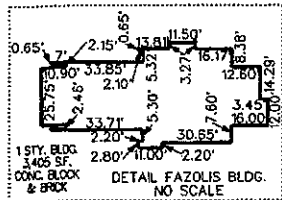
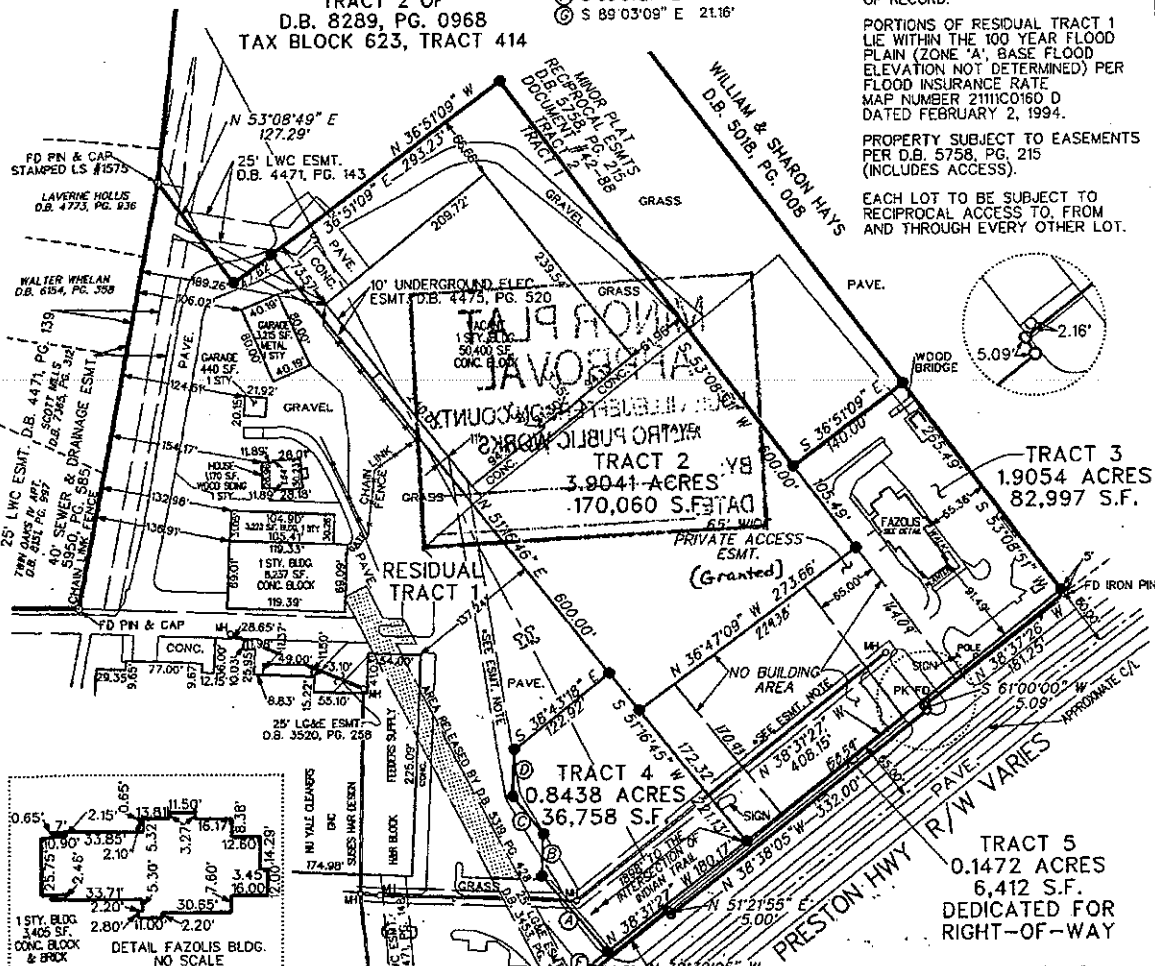
- REBAR SET W/ SURVEY CAP STAMPED LS-2206 (UNLESS OTHERWISE NOTED)
- MONUMENT FOUND AS NOTED
- MONUMENT FOUND LS-2206
- CHAIN LINK FENCE
- SANITARY SEWER MAN-HOLE

BEARING TABLE

- Ⓐ N 49°52'10" E 102.26'
- Ⓑ S 87°37'13" E 42.87'
- Ⓒ N 51°17'10" E 49.53'
- Ⓓ S 87°48'48" E 48.23'
- Ⓔ N 38°38'05" W 87.74'
- Ⓕ S 38°31'27" E 101.18'
- Ⓖ S 89°03'09" E 21.16'



INDIAN TRAIL SQUARE, LLC
TRACT 2 OF
D.B. 8289, PG. 0968
TAX BLOCK 623, TRACT 414



THE REFERENCE MERIDIAN USED ON THIS PLAT TO DETERMINE THE DIRECTIONS OF SURVEY LINES WAS BASED ON THE S 87°01'53" E 130.55' LINE AS RECORDED IN D.B. 7035, PG. 683 IN THE OFFICE OF THE CLERK OF THE JEFFERSON COUNTY COURT.

SOURCE OF TITLE- D.B. 8289, PG. 0968

*ESMT. NOTE PROPOSED SANITARY SEWER & DRAINAGE ESMT.

THIS PLAT PREPARED BY:

KEAL & ASSOCIATES, Inc.
 Consulting Engineers

410 West Chestnut Street
 Suite 624
 Louisville, Kentucky 40202
 (502) 583-1804

MINOR SUBDIVISION PLAT TO CREATE TRACTS 2,3 & 4

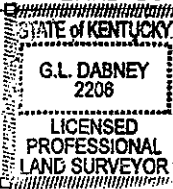
OWNERS:

INDIAN TRAIL SQUARE, LLC.
 1020 INDUSTRY ROAD, SUITE 40
 LEXINGTON, KENTUCKY 40505

LOCATION:

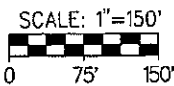
INDIAN TRAIL SHOPPING CENTER
 5601-6013 PRESTON HWY.
 LOUISVILLE, KENTUCKY 40219
TAX BLOCK 823, TRACT 413
ZONE FORM DISTRICT C-1 & C-2, SMC

LAND SURVEYORS CERTIFICATE



HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HERON, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF ALL APPLICABLE REGULATIONS AND A CLASS 'A' SURVEY.

Gary Dabney 2206 4/30/04
 SIGNATURE RLS# DATE
Gary Dabney
 PRINT NAME



STANDARD CERTIFICATE FORM

Certificate of Ownership and Dedication

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of

Indian Trail Square, LLC DB 8289 P 948

[fill in the owner's name(s) and deed book(s) and page(s)]

and does hereby dedicate to public use TRACT 5 shown thereon.

Brewer
Owner(s) Signature

Owner(s) Signature

1020 Industry Rd #40
Address Lexington Ky 40505

Zoning Certificate

With the exception of those existing encroachments which are not affected by the actions of this plat and are noted hereon, I / We hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all the provisions of the Form District Regulations. With the exception of those encroachments noted on the face of the plat, any such buildings or improvements not in compliance with the Form District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket No. N/A or documentation of the existence of the buildings or improvements prior to the adoption of the applicable regulations has been submitted to Planning Commission staff.

Brewer
Owner(s) Signature

Certification of Acknowledgment

Commonwealth of Kentucky
County of Jefferson

I, Brandi Burger a Notary Public in and for the County aforesaid do hereby certify that the foregoing plat of Public Utility was this day

[for a minor plat, fill in the owner's name(s) and deed book(s) and page(s)]
presented to me by B.C. Wood known to me, who executed these Certificates in my presence and acknowledges it to be his free act and deed.

Witness my hand and seal this 20th day of April 2004

My Commission expires: 20th day of April 2004

Brandi Burger
Notary Public

**Dedication of Public Utility, Sewer and Drainage Easements and
Private Access Easements (Two Lots on Minor Plat Only)**

This instrument made and entered into on this _____ day of _____, 20____, by Travis Trail Square, LLC hereby (collectively) referred to as "GRANTOR"), confers the rights and obligations regarding certain real property as follows:

WHEREAS, GRANTOR is the owner of the land shown on the minor subdivision plat attached hereto and made a part hereof by deed of record in Deed Book ~~829~~ Page ~~908~~ in the Office of the Clerk of Jefferson County, Kentucky;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, GRANTOR hereby grants, covenants, and agrees as follows:

A. Public Utility, Sewer and Drainage Easement. GRANTOR hereby grants a perpetual easement for public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains on, over and under the strips of land and spaces designated on the attached plat as "~~Public Utility, Sewer, Drainage and Private Access Easement~~", together with the right of ingress and egress over GRANTOR'S property to and from the easement(s) for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains. No permanent structure of any kind, other than a paved roadway, shall be placed on, over or under the land within the perpetual public utility, sewer, and drainage easement(s). The public utility, sewer and drainage easement(s) shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements. All costs or expenses incidental to the maintenance or repair of the easements granted by this paragraph, to the extent they are not occupied by a public utility, shall be borne ~~equally~~ by the owners of the Lots/Tracts 2 on the attached minor subdivision plat. [Any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]

B. Private Access Easement. GRANTOR hereby grants to the owners and occupants of Lots/Tracts 2 on the attached minor subdivision plat a private access easement for vehicular and pedestrian ingress and egress on, over, and across the property designated as "~~Public Utility, Sewer, Drainage, and Private Access Easement~~" on the attached minor subdivision plat. Said easement shall be for the benefit of the owners and occupants of Lots/Tracts 1, 2, 4, their guests and invitees. The rights conveyed by said private access easement shall be limited to such as is customarily incidental to Commercial usage of the lot.

All costs or expenses incidental to the maintenance, repair, or rebuilding of said road so as to keep it in a good and passable condition as a Asphalt Entrance road shall be borne ~~equally~~ by the owners of Lots/Tracts 2. [Any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]

The private access easement shall not be dedicated to or maintained by the public except by agreement of the owners of all the Lots/Tracts and only with the approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.

C. Amendment. The provisions of this document may not be modified except by agreement of the owners of all the Lots/Tracts and the approval of the Louisville and Jefferson County Planning Commission.

D. Binding Effect. The provisions of this document shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs, and assigns, and may be enforced by any one or more of the owners of the Lots/Tracts subject to the attached minor subdivision plat in a civil action at law or in equity.

E. Severability. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the GRANTOR as of the day and year set out above

Brenda Buger
GRANTOR's Signature

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing Dedication of Public Utility, Sewer and Drainage Easements and Private Access Easements was signed, sworn to, and acknowledged before me by GRANTOR, this 29th day of April, 2024

My commission expires: 8-22-24

Brenda Buger
Notary Public, Kentucky State-At-Large

This Instrument prepared by:

_____ (Signature)

Name _____

Address _____

Phone _____

EXHIBIT B**EXCLUSIVES**

1. Single price point variety retail store
2. Any store with "Dollar" in its name
3. Retail clothing store selling large or half size women's wear popular to moderate priced, clothing or apparel
4. Any retail store selling moderate to discount junior, missy, or women's clothing containing 1000 square feet or more of space
5. Any retail store primarily engaged in the sale of vitamins, mineral supplements or sports nutrition products
6. Any business which sells popular priced ladies apparel defined as 50% or more of the merchandise is priced at \$30.00 or less
7. Retail sale of twenty or more linear feet of greeting cards, gift wraps, Christmas ornaments or party supplies
8. Retail store primarily engaged in the sale of pre-recorded video tapes, cassettes, disks, entertainment software, video merchandise, or any technological evolution of the foregoing
9. Any retail store engaged in the sale or leasing of office furniture or supplies
10. Any dry cleaning facility or pick up and delivery station for dry cleaning or laundry
11. Competitors of Verizon wireless or any company selling wireless telephones and related services
12. Supermarket or grocery store, meat, fish or vegetable market, bakery or retail delicatessen (not including a deli-type restaurant, ice cream store or yogurt shop selling food primarily for on-premises consumption or a store which has incidental sales of such foods but is engaged primarily in another business)
13. Drug store, prescription pharmacy or store for sale of liquor off premises
14. General repair automobile service center or auto parts store

Prohibited Uses:

Pool hall, tavern, bar, pawn shop, nightclub, disco, funeral parlor, "head" shop, adult book or novelty store, movie theatre, banquet hall, check cashing facility, arcade, car wash, motel, hotel or flea market/swap meet

END OF DOCUMENT