

WHEN RECORDED, RETURN TO:

Brighton Development
Attn: Nate Pugsley
45 East Center Street, Suite 103
North Salt Lake, Utah 84054

ENT **69158:2023** PG 1 of 19
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Oct 20 12:47 PM FEE 100.00 BY CS
RECORDED FOR Freeman Love11 PLLC
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

2023

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made effective as of this 18th day of October, 2023, by each of the property owners defined below collectively as the "Declarant" and the Master Association with respect to the following:

RECITALS:

A. Declarant previously signed and caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions of The Mix at Rivers Edge dated May 6, 2021 (the "Master Declaration"), which was filed with the Utah County Recorder's Office on May 6, 2021, as Entry No. 86004:2021.

B. The Master Declaration was recorded against the parcels of real property described in Exhibit A hereto, which included parcels owned by Declarant as well as parcels not owned by Declarant (as identified in Exhibit A of the Master Declaration), all of which are part of the "Project" as defined in the Master Declaration.

C. As set forth in Section 17.2 of the Master Declaration, the Master Declaration may be amended by a recorded instrument approved by Members of the Master Association holding at least sixty-seven percent (67%) of the voting rights of the Members of the Master Association. Section 17.2 of the Master Declaration refers to a "Certificate of Amendment" as the instrument to be recorded to effectuate any such amendment to the Master Declaration. This Amendment is intended to be, and shall constitute, such Certificate of Amendment. The Master Association, by signing where shown in the signature block below, does hereby certify that this Amendment has been approved by written consent without a meeting of Members of the Association holding at least sixty-seven percent (67%) of the voting rights of the Master Association. The Declarant (i.e., the property owners signing this Amendment) hold and represent at least sixty-seven percent (67%) of the Master Association's voting interests.

D. GMRI, Inc. and/or its affiliates ("GMRI") is currently leasing the building located on the Lot identified on page 63 of the Master Declaration as "Olive Garden", which is located within the Commercial Land of the Project and is referred to herein as "Lot 4". GMRI is leasing the building from the Owner of Lot 4, FCPT Restaurant Properties, LLC ("FCPT"), and occupies said Lot 4 building as an Olive Garden Italian Restaurant ("Olive Garden").

E. GMRI and New Plum Tree, a Utah general partnership, entered into that certain Agreement dated May 15, 1991 and recorded against some or all of the Project on May 17, 1991 as Entry Number 18664 at book 2792 page 137 in the official records of Utah County (the "GMRI Agreement").

F. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meanings given them in the Master Declaration.

AMENDMENT

NOW THEREFORE, the Master Declaration shall be, and hereby is, amended as follows:

1. Name Change. The name of the Project (or “New Project” as defined in the Master Declaration) is hereby changed from “The Mix at Rivers Edge” to “River’s Edge on University.” Accordingly, all references in the Master Declaration to the Project, the New Project, and The Mix at Rivers Edge are amended to mean and refer to River’s Edge on University. Without limiting the scope of the preceding sentence, the following name changes shall apply and, where appropriate, instruments of amendment reflecting name change will be duly adopted:

a. The “Master Declaration” shall be known as The Master Declaration of Covenants, Conditions and Restrictions of River’s Edge on University;

b. The “Master Association” shall be known as River’s Edge on University Owner Association, Inc.

c. The “Bylaws” shall be known as the Bylaws of River’s Edge on University Owner Association, Inc.

2. Alternative Use of “Condominium Project.” The Master Declaration provided for a portion of the Project to be developed as a “Condominium Project” that would be subject to and governed by a separate Declaration of Condominium. Said portion of the Project, which was designated as the “Condominium Land” in the legal descriptions in Exhibit A of the Master Declaration, is not required to be developed as a condominium project. Instead, in the discretion of the Owner of said portion of the Project, and as approved by Provo City (the “City”), said portion of the Project may be developed and used as an apartment project. The membership and voting rights in the Master Association of said portion of the Project (and of the Owner(s) thereof), and the assessment payment obligations of said portion of the Project, shall be the same (as set forth in the Master Declaration) regardless of whether it is developed as a condominium project or as an apartment project.

3. Updated Legal Descriptions. A new Plat affecting The River’s Edge on University has been recorded in the Office of the County Recorder of Utah County, Utah Entry No. 10668:2022, Map 18518. The Legal Description, Map of The Mix at River’s Edge, and Loop Road Map in Exhibit A of the Master Declaration are hereby replaced with the Exhibit A to this Amendment to reflect the updated plat map for the Project.

4. Site Plan. Attached hereto as Exhibit A-1 is a conceptual site plan of the Project (the “Site Plan”). The Project shall be developed in accordance with the development approvals, construction plans, and permits granted and approved by the City. Declarant shall not make any changes to the Site Plan that would reduce the parking below the Required Parking Ratio or which would reduce the parking within the Protected Parking Area, as those terms are defined herein, or which would materially change, as reasonably determined by GMRI, the “Protected Development Area”, as designed thereon, without the prior written consent of GMRI and the Owner of Lot 4, which consent shall not be unreasonably withheld conditioned or delayed. Provided, however, in no event shall Developer be required to obtain the consent of GMRI or the Owner of Lot 4 regarding the Lot 8 or 9 Buildable Areas as shown on the Site Plan so long as the

building on Lot 8 does not exceed 5,000 square feet and the building on Lot 9 does not exceed 9,000 square feet. Provided, however, that in no event shall more than 4,000 square feet of the building on Lot 8 be used for any restaurant or other retail food use for on or offsite consumption, with the exception of a food preparation businesses for offsite consumption, such as Blue Apron. Provided further that in the event Lot 8 has a drive-thru, the building thereon shall not exceed 4,000 square feet.. Furthermore, Developer shall not lease Lot 8 to a national fast-food restaurant that utilizes a drive-thru without GMRI's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes herein, a national fast-food restaurant shall mean a restaurant chain with more than 100 store locations. The intent of this Lot 8 restriction is to prevent restaurants that generate a substantial drive thru vehicular stacking from encroaching into the Loop Road. The consent requirements set forth in this Section shall automatically terminate and be of no further force or effect on the date that is the sooner of October 31, 2053 or the date GMRI is no longer a tenant and/or Owner of Lot 4. As long as GMRI is a tenant or Owner of Lot 4, Lot 4 shall be permitted to use six (6) parking stalls within Lot 4 for its exclusive use as "To Go" parking stalls.

5. New Use Restrictions. Lot 9 shall not be used for any restaurant or other retail food use for on or offsite food consumption (the "Lot 9 Use Restriction"). Except as otherwise provided herein, Lot 13 shall only be used for office use (the "Lot 13 Use Restriction"). No more than twelve (12) parking spaces within the Protected Development Area may be used for the exclusive use of the occupants of Lot 13 provided that such parking stalls are located on the Site Plan and have clearly marked signage indicating that such exclusive use is only for the hours of 5am-5pm, Monday through Friday. The uses described on Exhibit "B" attached hereto shall not be permitted within the Protected Development Area (collectively the "Prohibited Uses" and together with the Lot 9 Use Restriction, the Lot 13 Use Restriction and the Prohibited Uses collectively the "Use Restrictions"). The Use Restrictions shall automatically expire and be of no further force or effect on the date that GMRI is no longer a tenant and/or Owner of Lot 4. Provided, however, that in the event GMRI continues as the tenant or Owner of Lot 4 beyond October 31, 2053, the Lot 9 Use Restriction shall automatically be amended to only restrict Italian restaurants or Italian food service uses thereon. For purposes hereunder, Italian restaurants shall not include pizza or seafood restaurants, and Italian food service uses shall be deemed to mean the sale of any pasta menu items found on Olive Garden's menu for onsite consumption if the same exceeds 15% of the gross sales of such business. Notwithstanding anything herein to the contrary, Lot 13 shall be permitted to operate a cafeteria or café use within the office building thereon, provided the dining area for the same is not greater than 2,000 square feet. Furthermore, the Use Restrictions may be modified or amended at any time upon the mutual consent of Declarant and GMRI.

6. Existing Use Restriction. In the event Café Zupas ceases occupying and operating its business within Lot 7, as identified on the Site Plan, Declarant shall not permit, to the extent Declarant has any consent and/or approval rights, any restaurant exceeding 1,500 square feet or any restaurant with a drive thru from occupying any portion of Lot 7 (the "Lot 7 Restriction"). As of the date of this Agreement, Declarant has no consent or approval rights under the Master Declaration or this Amendment to enforce the restrictions in this Section. The Lot 7 Restriction shall automatically terminate and be of no further force or effect on the date which is the sooner of October 31, 2053 or the date that GMRI is no longer a tenant and/or Owner of Lot 4.

7. Parking. Declarant shall improve the Project with a common parking area containing not less than 115 parking spaces as approximately shown on page 2 of the Site Plan

and identified thereon as the Non-Exclusive Parking Access (the “Protected Parking Area”). The parking stalls within the Protected Parking Area combined with the parking stalls within Lot 4 are approximately 150 stalls. The Protected Parking Area shall be for the non-exclusive common parking of all commercial uses of the Project, including, without limitation, the Owner and any tenants of Lot 4. Employees of Lots 9 and/or 8 shall not park in the Protected Parking Area. Furthermore, parking for the Condominium Project shall not rely on or utilize parking spaces within the Protected Parking Area. The parking ratio for the Commercial Land shall at all times be no less than 5.5 parking spaces per 1,000 square feet of commercial buildings therein (the “Required Parking Ratio”). So long as GMRI is an Owner and/or tenant of Lot 4, no material changes shall be made to the Protected Parking Area without GMRI’s prior written consent.

8. Landscaping. So long as GMRI is a tenant of Lot 4 and/or during any such time that GMRI becomes or is an Owner of Lot 4, GMRI shall be permitted to make changes to the existing landscaping area around the building on Lot 4 (the “Lot 4 Landscaping Area”) which are compliant with all applicable municipal, state and federal laws and ordinances. In the event GMRI and/or the Owner of Lot 4 elect to maintain the Landscaping Area as set forth herein, GMRI or the Owner of Lot 4, as may be applicable, shall be responsible for all costs required to separately irrigate the Lot 4 Landscaping Area on a new meter and ensure that irrigation service to any Community Areas is not terminated because of actions taken to separately irrigate Lot 4. In the event GMRI or the Owner of Lot 4 is maintaining the Lot 4 Landscaping Area, any Lot 4 Assessments attributed to Lot 4 shall not include such maintenance costs. In no event shall GMRI or the Owner of Lot 4 be permitted to remove or make any improvements within any parking area without the prior written consent of the Design Review Board.

9. Reserve Funds. So long as GMRI is a tenant of Lot 4 and/or during any such time that GMRI becomes or is an Owner of Lot 4, GMRI or the Owner of Lot 4 shall not be required to contribute towards any reserve funds. Provided, however, GMRI and the Owner of Lot 4 shall remain liable for the prorata share of any and all Assessments allocated to Lot 4 as if no reserve funds were collected. For illustrative purposes, in the event the Board uses funds from the major maintenance reserves, or any other reserves, in order to offset and/or reduce the amount of an annual Assessment, GMRI and the Owner of Lot 4 would not receive any credit from such reserve offsets and instead would be assessed their prorata share of the full expenses allocated to Lot 4.

10. Community Expense Credits. From and after the date of this Amendment, in the event any Community Area infrastructure is currently metered or serviced by a utility line connected to an individual Owner’s meter causing said Owner to directly incur a Community Expense, the Manager shall apply a credit to said Owner’s Assessments in proportion to the Owner’s cost for such Community Expense. In no event does this provision authorize any Owner from altering any Community Areas on their respective parcels in order to self-maintain without the express prior written consent of the Board.

11. Management Fee. In no event shall the Community Expenses include fees for a Manager in excess of ten percent (10%) of the annual Community Expenses.

12. Self-Help Rights. If Declarant fails to timely remove snow or ice from Lot 4 and the Protected Parking Areas within four (4) hours from GMRI’s notice (written or telephonic) to Declarant or Declarant’s designee that the timely removal of snow or ice from any portion of Lot 4 or the Protected Parking Area has not occurred, then GMRI shall have the immediate right, at its option, to remove snow and ice from all or any portion of such area itself and, after providing a copy of the relevant invoice(s) to Declarant, to deduct the reasonable out-of-pocket costs thereof

from any amounts subsequently due under the Declaration, until GMRI has been fully reimbursed. Further if Declarant fails to maintain and repair the parking lot lights on any portion of Lot 4 or the Protected Parking Area, after ten (10) days prior written notice, then GMRI shall have the immediate right, at its option, to perform the repair of the parking lot lights and, after providing a copy of the relevant invoice(s) to Declarant, to deduct the reasonable out-of-pocket costs thereof from any amounts subsequently due under the Declaration, until GMRI has been fully reimbursed.

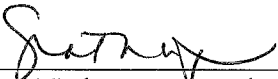
13. Effect of Amendment. This Amendment shall be recorded in the official records of Utah County, Utah. The Master Declaration, as expressly amended by this Amendment, shall remain in full force and effect. Furthermore, GMRI Agreement is superseded and replaced in its entirety by this Amendment.

(Signature Pages Follow)

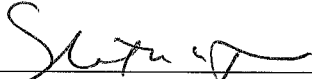
IN WITNESS WHEREOF, this Amendment has been approved and adopted as of the date first set forth above.

DECLARANT (which includes each owner/entity signing below):

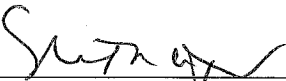
Rivers Edge Commercial, LLC, a Utah limited liability company

By: 
Name: Nathan W. Pugsley
Title: Manager

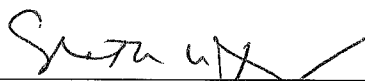
Rivers Edge Apartments, LLC, a Utah limited liability company

By: 
Name: Nathan W. Pugsley
Title: Manager

Rivers Edge Condos, LLC, a Utah limited liability company

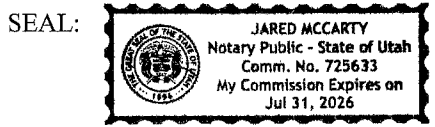
By: 
Name: Nathan W. Pugsley
Title: Manager

Rivers Edge Investments, Inc., a Utah corporation

By: 
Name: Nathan W. Pugsley
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

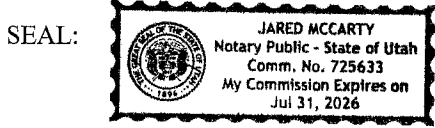
The foregoing instrument was acknowledged to me this 18th day of October, 2023, by Nathan W. Pugsley, in his capacity as Manager of Rivers Edge Apartments, LLC, a Utah limited liability company.




NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

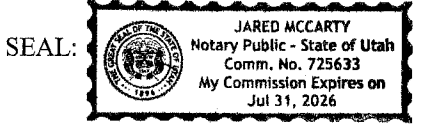
The foregoing instrument was acknowledged to me this 18th day of October, 2023, by Nathan W. Pugsley, in his capacity as Manager of Rivers Edge Condos, LLC, a Utah limited liability company.




NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

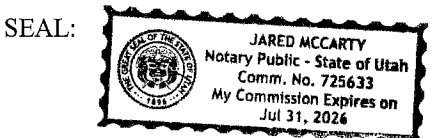
The foregoing instrument was acknowledged to me this 18th day of October, 2023, by Nathan W. Pugsley, in his capacity as Manager of Rivers Edge Investments, Inc., a Utah corporation.




NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged to me this 18th day of October, 2023, by Nathan W. Pugsley, in his capacity as Manager of Rivers Edge Commercial, LLC, a Utah limited liability company.




NOTARY PUBLIC

ACKNOWLEDGED AND AGREED:

GMRI, Inc.
a Florida corporation

By: *Laureen Sustachek*
Name: Laureen Sustachek
Title: Vice President, Development

CTW
16.12.2023

STATE OF Florida)

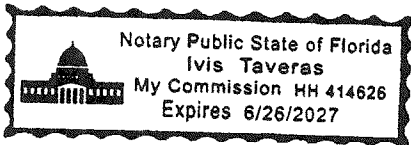
: ss.

COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence []
online notarization this 10 day of October, 2023, by Laureen Sustachek, in her capacity as
Vice President, Development of GMRI, Inc., a Florida corporation.

SEAL:

Ivis Taveras
NOTARY PUBLIC



ACKNOWLEDGED AND AGREED:

FCPT Restaurant Properties, LLC.
a Delaware limited liability company

By: [Signature]
Name: James L. Brat
Title: Secretary
Date:

STATE OF California)
 : ss.
COUNTY OF Marin)

The foregoing instrument was acknowledged before me this 6th day of October, 2023, by James L. Brat, who is personally known to me (or proven on the basis of satisfactory evidence) and who duly swore/affirmed that he/she/they signed the instrument in their capacity as Secretary of FCPT Restaurant Properties, LLC, and acknowledge to me that said company executed the same.

SEAL:

[Signature]
NOTARY PUBLIC



EXHIBIT A**(Legal Description of the Property/Project)**

The Property comprising the Project includes parcels owned by Declarant (referred to as the “Declarant Property”) as well as other parcels (not owned by Declarant). The Property is located in Provo City, Utah County, State of Utah, and is described as follows:

DECLARANT PROPERTY (Includes the properties described below as Commercial Land, Condominium Land, and Apartment/ For-Rent Land):**COMMERCIAL LAND**

LOT 5A, 8A, 9A, 10A, 11A, 12A, 13A RIVERS EDGE ON UNIVERSITY RECORDED AS ENTRY NO. 106668:2022 ACCORDING TO THE OFFICIAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER’S OFFICE, UTAH.

CONDOMINIUM LAND (*which may be developed as an apartment project or a condominium project)

LOT 2A, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118 RIVERS EDGE ON UNIVERSITY RECORDED OCTOBER 3, 2022 AS ENTRY NO. 106668:2022 ACCORDING TO THE OFFICIAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER’S OFFICE, UTAH.

APARTMENT/ “FOR-RENT” LAND**Remainder Lot 1**

LOT 1A, RIVERS EDGE ON UNIVERSITY RECORDED AS ENTRY NO. 106668:2022 ACCORDING TO THE OFFICIAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, UTAH.

OTHER PARCELS INCLUDED IN THE PROJECT (but not owned by Declarant)

Lot 20 Formerly Described as The Quarry Climbing Gym

COM N 2199.066 FT & W 922.391 FT FR¹/₄ COR. SEC. 25, T6S, R2E, SLB&M.; N 89 DEG’25”38" W 157.01 FT; N 0 DEG’34”22" E 115.18 FT; N 43 DEG’13”18" E 54.42 FT; N 88 DEG’27”37" E 94.28 FT; ALONG A TANGENT CURVE TO RIGHT (RADIUS = 25 FT, Unknown curve code () = 40.19 FT); S 0 DEG’34”22" W 133.7 FT TO BEG. AREA 0.545 AC.

Lot 19 Formerly Described as Dental Offices

COM N 1914.08 FT & W 925.24 FT FR¹/₄ COR. SEC. 25, T6S, R2E, SLB&M.; N 89 DEG’35”38" W 157.01 FT; N 0 DEG’34”22" E 285 FT; S 89 DEG’35”38" E 157.01 FT; S 0 DEG’34”22" W 285 FT TO BEG. AREA 1.027 AC

Lot 18 Formerly Described as Old Hires

COM N 1634.7 FT & W 1019.9 FT FR¹/₄ COR. SEC. 25, T6S, R2E, SLB&M.; N 42 DEG'26"40" W 144.36 FT; N 1 DEG'14" 0" E 150.56 FT; N 88 DEG'26" 0" E 31.63 FT; N 0 DEG'34"22" E 22.94 FT; S 89 DEG'25"38" E 157.01 FT; S 0 DEG'34"22" W 83 FT; ALONG A CURVE TO L (CHORD BEARS: S 17 DEG'44"10" E 76.335 FT, RADIUS = 121.5 FT); S 43 DEG'26" 0" W 170.31 FT TO BEG. AREA 1.000 AC.

Lot 17 Formerly Described as Jimmy Johns Building

COM W 840.65 FT & N 1479.81 FT FR¹/₄ COR. SEC. 25, T6S, R2E, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: S 49 DE' 8"22" E 235.8 FT, RADIUS = 11539.16 FT); N 43 DEG'26" 0" E 135.85 FT; N 46 DEG'34" 0" W 235.56 FT; S 43 DEG'26" 0" W 146.44 FT TO BEG. AREA 0.765 AC

Lot 4 Formerly Described as Olive Garden

COM N 925.75 FT & W 241.05 FT FR¹/₄ COR. SEC. 25, T6S, R2E, SLB&M.; N 45 DEG'43"43" W 211.06 FT; N 43 DEG'26" 0" E 124.29 FT; N 88 DEG'26" 0" E 146.02 FT; S 1 DEG'34" 0" E 179.34 FT; S 50 DE' 5"24" W 104.62 FT; N 43 DEG'50"10" E 1.83 FT; ALONG A CURVE TO R (CHORD BEARS: N 45 DEG'53"14" E 24.05 FT, RADIUS = 525.47 FT); S 60 DEG'33" 8" W 26.96 FT TO BEG. AREA 0.887 AC.

Lot 3 Formerly Described as JCW Burgers

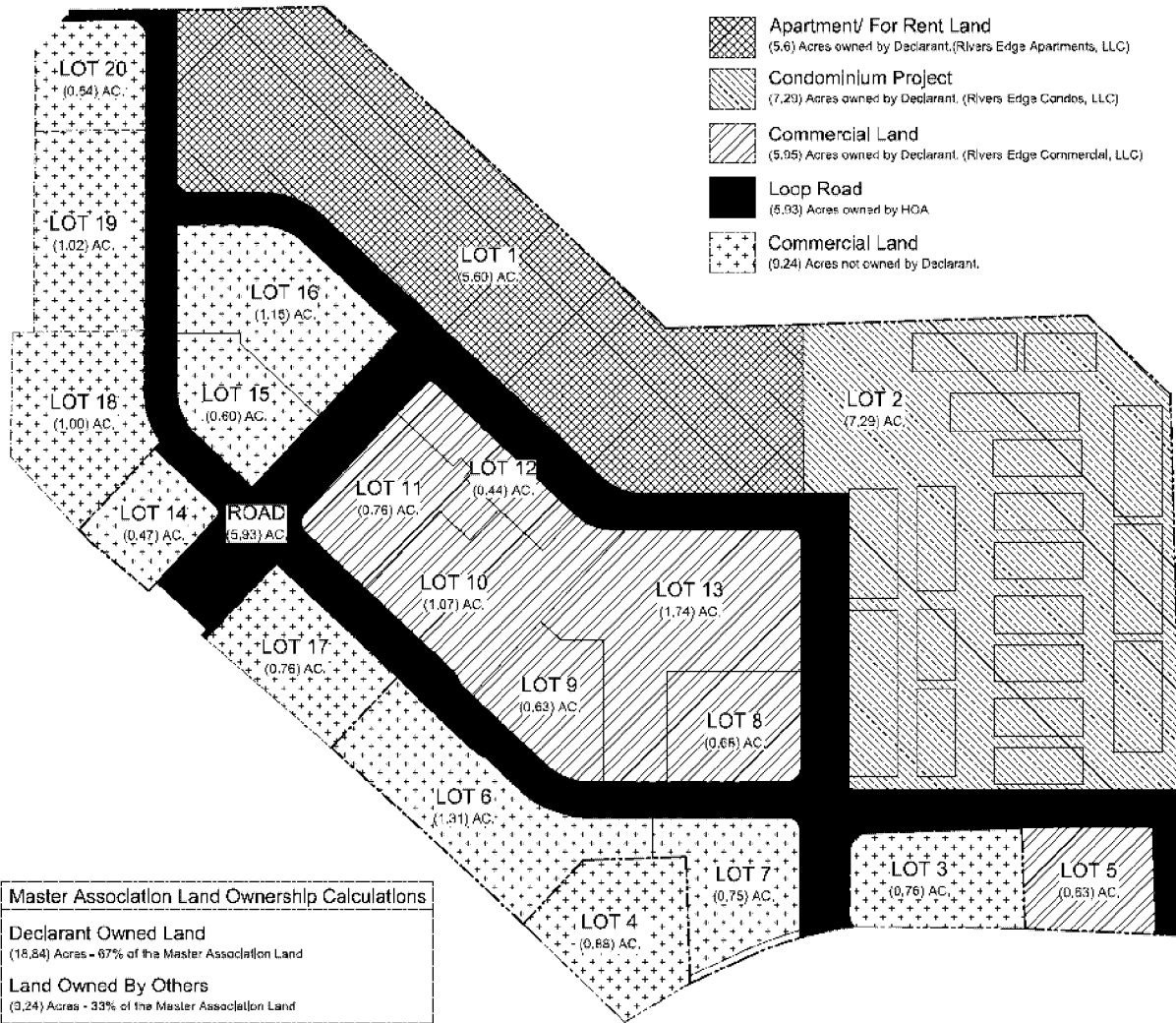
COM N 1062.99 FT & E 319.24 FT FR S¹/₄ COR OF SEC 25, T6S, R2E, SLM; N 87 DEG'17"24"W 155.485 FT TO POINT OF TANGENCY WITH A 517.47 FT RAD CUR TO L, THENCE WLY ALONG ARC OF SD CUR 87.65 FT THROUGH A CENTRAL ANGLE OF 9 DEG'42"17" TO POINT ON 25 FT RAD CUR TO R; THENCE NLY ALONG ARC OF SD CUR 19.05 FT THROUGH CENTRAL ANGLE OF 43 DEG'39"32"; N'53"57"E 90.59 FT TO POINT OF TANGENCY WITH 25 FT RAD CUR TO R; ELY ALONG ARC OF SD CUR 38.19 FT THROUGH CENTRAL ANGLE OF 87 DEG'32"03"; N 88 DEG'26"E 219.887 FT; S 1 DEG'34"E 142.70 FT TO BEG. AREA .76 AC.

LOT 6A, 7A, 14A, 15A, 16A RIVERS EDGE ON UNIVERSITY RECORDED OCTOBER 3, 2022 AS ENTRY NO. 106668:2022 ACCORDING TO THE OFFICAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, UTAH.

Loop Road

PRIVATE ROAD, COMMON AREA, RIVERS EDGE ON UNIVERSITY SUB AREA 3.908 AC. ALSO PRIVATE ROAD, COMMON AREA, RIVERS EDGE ON UNIVERSITY SUB AREA 2.028 AC. TOTAL AREA 5.936 AC. (PARCEL SERIAL NO. 511:733:0119) AS DEPICTED ON THE RECORDED PLAT RIVERS EDGE ON UNIVERSITY RECORDED October 3rd 2022 AS ENTRY NO. 106668:2022 ACCORDING TO THE OFFICAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, UTAH.

UPDATED MAP OF THE RIVER'S EDGE ON UNIVERSITY PROJECT



UPDATED LOOP ROAD MAP

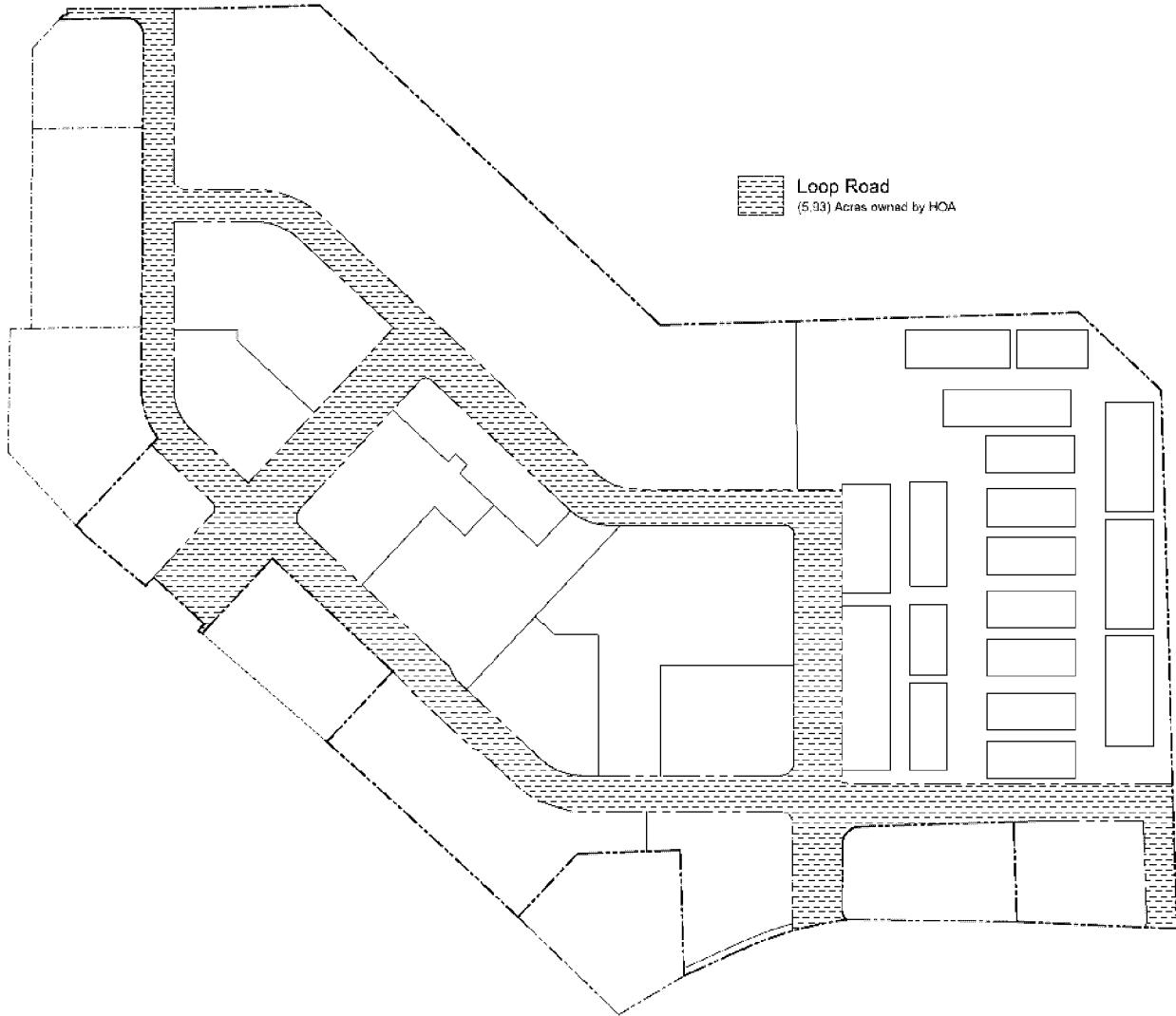
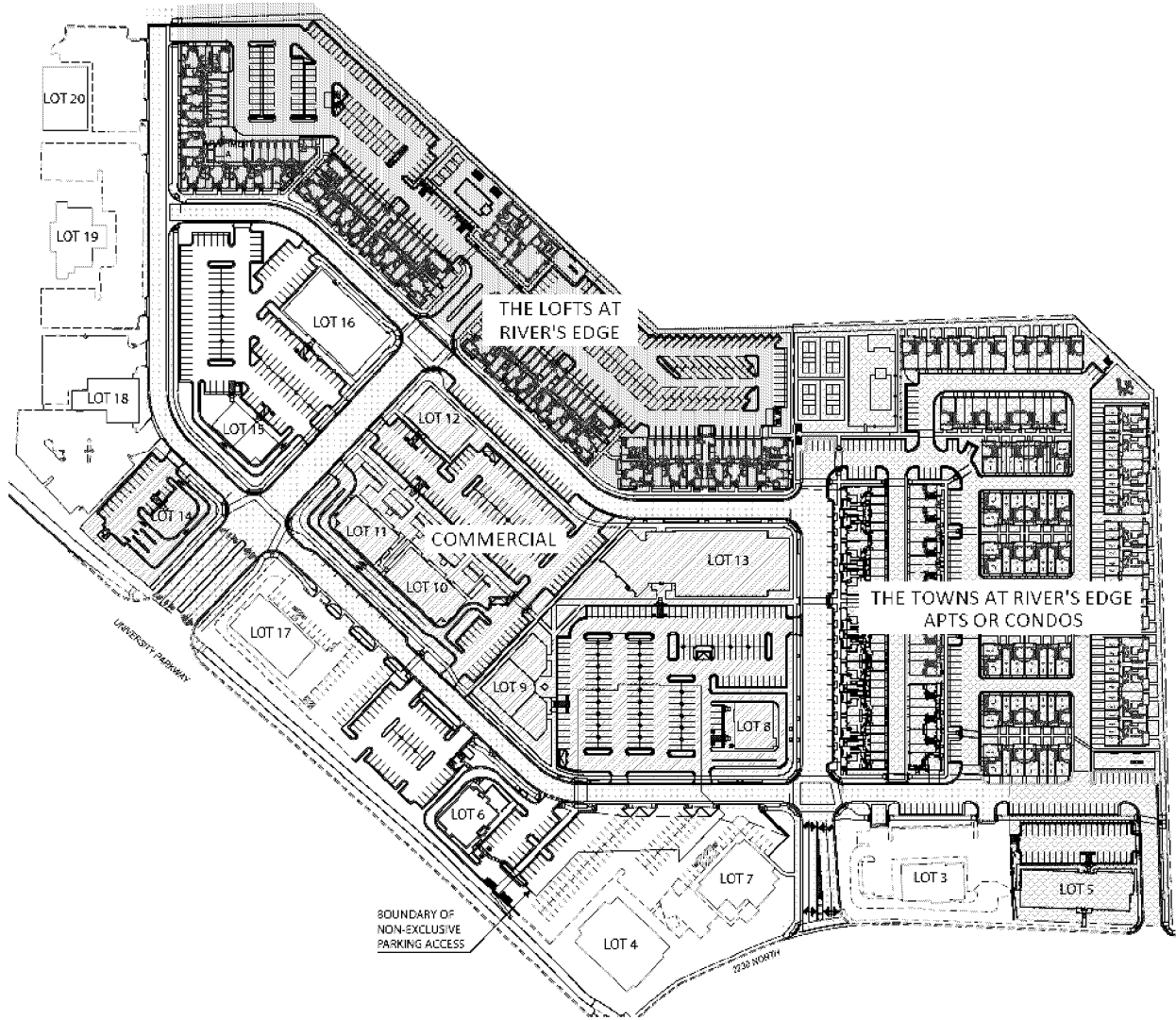


EXHIBIT A-1

(Site Plan – River’s Edge on University Project)



(cont'd on following page)

EXHIBIT A-1 Continued

Enlarged Image of Site Plan

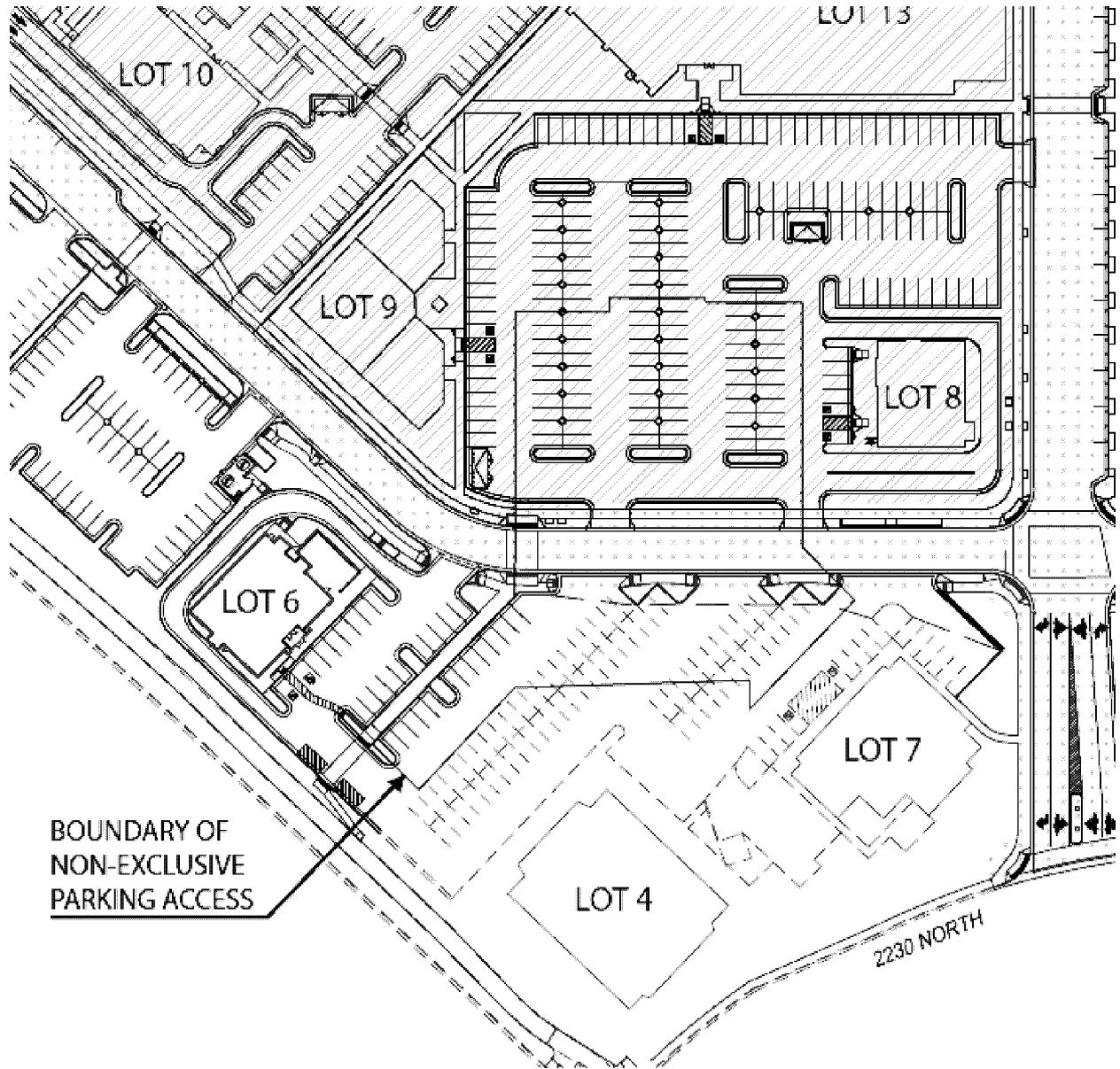


EXHIBIT BProhibited Uses

1. Any use involving the sale of gasoline or diesel fuel, or use as an automobile or truck service station or cleaning or repair establishment, including car washes, detailing shops, parts stores and tire stores.
2. Any trailer or truck rental establishment.
3. Any warehouse, assembly, manufacture, distillation (other than in connection with the operation of a so called “microbrewery” manufacturing limited quantities of beer or other spirits for on-site sale and consumption on its restaurant/bar operation) or similar use.
4. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed).
5. Any “second hand” store, surplus or unclaimed merchandise store, pawn shop, flea market, thrift shop or other store specializing in the sale of deeply discounted items.
6. Any living quarters, sleeping apartments, lodging rooms or residential use of any kind Any mortuary or funeral home.
7. Any church, temple, chapel or other place of religious worship; any auditorium, library, meeting hall, bingo hall or other place of assembly.
8. Any massage parlor any psychic, fortune teller, card reader or similar establishment; or any so-called “strip-club” or “gentlemen’s club” or other similar operation. Provided, however, that first class massage therapy spas or treatment centers shall be permitted, such as Massage Envy, Hand and Stone, Essentials, or massage therapists that are integrated within a salon suits use or other medical use such as a chiropractor’s office.
9. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets).
10. Any adult bookstore, pornography shop or other facility specializing in or exhibiting pornographic material (defined as stores with five percent (5%) or more of their inventory that is not available for sale or rental to children under sixteen (16) years of age where such inventory explicitly deals with or depicts human sexuality).
11. Any training or educational facility, including, without limitation, a beauty school, barber college, reading room or other facility catering primarily to students or trainees rather than customers; however, a facility containing five thousand (5,000) square feet or less of floor area, specializing in tutoring children (such as Sylvan Learning Centers and Kumon) shall be permitted.
12. Any food depository, food pantry, half-way house, homeless shelter or other similar use.

13. Any offices for political parties or candidates, groups or person(s) espousing political causes and/or social causes or “advocacy” groups.
14. Any veterinarian office, animal hospital, kennel or animal shelter or other establishment that sells, keeps or boards animals, except that stores in excess of ten thousand (10,000) square feet of floor area primarily selling pet products (such as Petco and Petsmart) may provide on-site veterinary services.
15. Any jail, penal, detention or correctional institution.
16. A bar or nightclub, unless it is an incidental part of a restaurant.
17. Any so called “head shop” or similar facility selling or otherwise providing drug-related paraphernalia, including medical or otherwise legal marijuana dispensaries.
18. Any place where tattoos and/or body piercings are performed or displayed.
19. A facility whose primary business is check cashing and/or providing so called “pay day” loans.
20. A facility whose primary business is the sale of tobacco and/or tobacco-related products, including electronic cigarettes or other vapor-producing devices.
21. Any circus, carnival, or amusement rides, video game arcade, skating rink, bowling alley or other entertainment venue.
22. A grocery store or convenience store.
23. Any medical, dental or chiropractic office or clinic of any kind which is larger than 9,000 square feet.
24. A gun shop or shooting range; however, the foregoing is not intended to prohibit national sporting goods stores containing at least thirty thousand (30,000) square feet of floor area selling a wide range of sporting goods that include the foregoing as part of their standard retail format (such as Bass Pro Shops, Cabela’s and Gander Mountain).
25. A store selling alcoholic beverages for off-premises consumption, except that a wine boutique that offers wine and beer (but not other alcoholic beverages) for sale for both on-premises and off-premises consumption (such as WineStyles) shall be permitted.

Any drive-through restaurant or other drive-through operation, except as provided herein related to Lot 8.
- 26.
27. Governmental offices, including, but not limited to, offices for motor vehicle registration and/or inspection, unemployment and license/tag renewals.
28. A health club or fitness center greater than nine thousand (9,000) square feet.

- 29.** A mobile home park, trailer court, labor camp or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance).
- 30.** Any fire sale, going out of business sale, relocation sale, bankruptcy sale or similar type of sale (unless pursuant to court order).
- 31.** Any laundromat or washateria.