

- (vi) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site laundry and dry cleaning pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Center is located;
 - (vii) Except for the disposition by the County of public property, any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation;
 - (viii) Any residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments, or lodging rooms;
 - (ix) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);
 - (x) Any mortuary or funeral home;
 - (xi) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia;
 - (xii) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games, such as black jack or poker; slot machines; video poker/black jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant.
 - (xiii) Any use in violation of the special use zoning designation to which the Center is subject.
- (c) No portion of the Center shall be used, whether as a primary or incidental use, for the operation of a bowling alley or billiard parlor.
- (d) No Owner shall use, or permit the use of Hazardous Materials on, about, under or in its Lot, or the Shopping, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and costs of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Owner, whether or not in the ordinary course of business.

For purposes of this paragraph (d), the term (i) "Hazardous Materials" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and (ii) "Environmental Laws" shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

(c) Except to the extent required by law, no Owner shall be charged for the right to use the Common Area; for the purpose of this provision, a tax assessment or other form of charge applicable to parking spaces or parking lots may be deemed by the Approving Parties an imposition required by law.

(f) Each Owner shall use its best efforts to cause the employees of the occupants of its Lot to park their vehicles only on such Lot or such area as approved by the Association.

(g) This Agreement is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate, or cause to be operated a business or any particular business at the Center or on any Lot.

Section 2. Rules and Regulations. The Association shall, from time to time, have the right to establish additional rules and regulations for the use and operation of the Center.

IF WE ARE THE DECLARANT
THIS REMAINS.