

Exhibit C
(Restrictions)

No portion of the Development other than the Land shall be used for any of the following purposes: a surplus store; gun range; the sale of guns as a primary use; car wash facility or gasoline station; a warehouse; an animal kennel; bowling alley; skating rink; or a Restaurant or Restaurants which derive more than 35% of their gross sales from alcohol sales.

No portion of the Development located within four hundred (400) feet of the Land (other than the Land itself) (the "Adjacent Property") shall be used for any of the following purposes: a dry-cleaning facility (but this shall not be deemed to prohibit nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer); theater, auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); comedy club; fitness center, workout facility, gym, health spa or studio, or exercise facility; retail office usage (defined as any office which provides services directly to customers, including but not limited to financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics); or business office usage (defined as any office that does not provide services directly to a consumer) other than incidental in connection with non-prohibited uses. Additionally, no portion of the Common Area on the Adjacent Property shall be used for the sale, storage or display of merchandise or food. The foregoing to the contrary notwithstanding, the restriction against the operation of a "fitness center" shall not apply to one Parcel in the Development so long as the City operates a recreation center open to the general public (or, at least, to the residents of the City) thereon, the most northerly point on such Parcel does not extend further north than the most southern point on the Property, and such Parcel and such recreation center each otherwise complies with and is subject to the terms and conditions of the remainder of the REA (including the remainder of the restrictions and other terms and conditions in the REA).

No portion of the Development shall be used for any of the following purposes: a flea market or a business selling so-called "second hand" goods (the term "second hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for a profit); cemetery; mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; off-track betting parlor; junk yard; recycling facility or stockyard; motor vehicle or boat dealership, repair shop (including lubrication and/or service center) that stores vehicles outdoors overnight, body and fender shop, or motor vehicle or boat storage facility (neither the foregoing restriction nor anything else herein to the contrary shall preclude the Owner (as this term is to be defined in the REA) of the Land's sale or rental of delivery vehicles and trailers to its customers as part of its home improvement business); a mini-storage or self-storage facility; a laundromat; a bar, tavern or cocktail lounge; a discotheque, dance hall, night club or adult entertainment facility; billiard or pool hall; massage parlor, game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); office usage other than incidental in connection with non-prohibited uses; industrial, residential or manufacturing uses; or house of worship.

Without the prior written consent of the Consenting Owners (as this term is to be defined in the REA), the following shall not be allowed to operate in the Development, except as otherwise permitted herein: traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, sales by transient merchants utilizing vehicles or booths and other promotions of any nature.

No portion of the Development shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; creates unusual fire, explosive or other hazards, or materially increases the rate of insurance for any other Parcel (as this term is to be defined in the REA), Owner (as this term is to be defined in the REA) or Occupant (as this term is to be defined in the REA); provided however, the operation of a typical Home Depot home improvement store shall not be deemed to be in violation of these restrictions.

No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Parcels, nor shall oil wells, tanks, tunnels, or mineral excavation or shafts be permitted upon the surface of any portion of the Parcels, or within five hundred (500) feet below the surface of any of the Parcels. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected, maintained or permitted on any portion of the Development.

Notwithstanding the foregoing to the contrary, one Parcel in the Development (except for the Outlots) may be used for and/or occupied by a medical or dental office or clinics, so long as (A) the Floor Area of the Building on such Parcel does not exceed 7500 square feet, (B) the parking area on such Parcel contains at least five (5) ground level parking spaces for each one thousand (1,000) square feet of Floor Area of the Building on such Parcel, and (C) such use and occupancy and such medical or dental office complies with and is subject to the terms and conditions of the remainder of the REA (including the remainder of the restrictions and other terms and conditions in the REA) (hereinafter, a "Permitted Medical Office").