

Nottingham Center – Deed Restrictions

Up-to-date as of April 1, 2021

1. For a period of fifteen (15) years from the closing of the sale of Lot 1, the Nottingham Center property will not be used for or in conjunction with (a) any business which includes the sale of gasoline or other motor fuels; (b) any discount tobacco business; (c) any business in which a majority of its business constitutes the sale of packaged beer or alcohol (purchased for consumption off-premises); (d) any business in which a majority of its business constitutes the sale of donuts, including but not limited to, Dunkin Donuts and Krispy Kreme; and (e) any business in which a majority of its business constitutes the sale of carry-out or delivery pizza, including but not limited to, Pizza Hut, Little Caesars, Godfather's, Papa John's, and Domino's.
2. For a period of twenty (20) years following the closing of the sale of Lot 5, Nottingham Center property will not be used for or in conjunction with any business which includes the sale of hamburgers which sales equal or exceed twenty-five percent (25%) of gross annual sales of any such business.
3. The Nottingham Center Property shall be used for purposes which are lawful under then applicable laws, ordinances, rules, regulations and orders of the United States, the State of Kansas, the County of Douglas, City of Eudora, and any political subdivision of the foregoing.

Uses are subject to the *Nottingham Center Declaration of Association and of Easements, Covenants, Conditions, and Restrictions* dated September 14th, 2020 and recorded September 25, 2020 by the Douglass County Register of Deeds and as amended.