

FILED
SALINE COUNTY
CIRCUIT CLERK

2010 OCT -4 PM 12:27

BY: _____

AMENDMENTS TO
RESTRICTIVE COVENANTS
OF
EAST GATE PLAZA, PHASE I
SALINE COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS East Gate Group, Inc. (hereinafter "Developer") filed of record with the Saline County Circuit Clerk certain Restrictive Covenants of East Gate Plaza, Phase I, Saline County, Arkansas, filed of record on July 8, 2010 as Document No. 10054207 (hereinafter the "Original Covenants");

WHEREAS the Original Covenants are now in full force and effect;

WHEREAS Developer and Stephen L. LaFrance Pharmacy, Inc. (hereinafter "SLLP") together own more than sixty six and two thirds percent (66 2/3%) of the lots—both by number of lots and total acreage—including in East Gate Plaza, Phase I (as defined in the Original Covenants and the plat of said real property filed of record with the Saline County Recorder in Plat Book 2010, Page 54227); and

WHEREAS Developer and SLLP wish to amend the Original Covenants as set forth herein, and have the right and authority pursuant to the Original Covenants to make said amendments:

NOW THEREFORE the Original Covenants shall continue in full force and effect, but shall hereafter be amended as follows:

Article Two, Section 3 of the Original Covenants shall be amended only as follows:
The purchasers of lots in Phase I shall not be required by Developer to dedicate any portion of lots for future streets, roadways, right of ways and utility easements to the general public for the use of the general public which are not already dedicated as of the date hereof.

Article Two, Section 6 of the Original Covenants shall be amended only as follows:
The purchasers of Lots 4, 5, 6 and 7 shall not be required to initiate construction within one year from the time of the sale of those lots.

Article Three, Sections 1 and 2 of the Original Covenants shall not apply to Lots 4, 5, 6 and 7; the owners of Lots 4, 5, 6 and 7 shall not be required to seek the approval of the

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Architectural Control Committee for any purpose included in the Original Covenants. However, **Article Three, Section 3** shall apply to Lots 4, 5, 6 and 7, and the owners of Lots 4, 5, 6 and 7 shall have all of the rights described in Section 3 of Article Three, including the rights to vote and to serve on the Architectural Control Committee, if so elected.

Article Four, Section 4, Subpart a. shall be deleted from the Original Covenants, and replaced with the following language:

No permanent structures or buildings shall be erected upon or placed within any areas designated as utility easements. No trees or large shrubbery shall be planted within the areas designated utility easements which would reasonably interfere with the easements for the purposes granted, and no excavations shall be made within the areas designated as utility easements which would reasonably interfere with the easements for the purposes granted. Any pavement, road, drive, or fence over or across a utility easement shall be limited as practicable so as not to interfere with the use of the easement for the purpose granted, and all such pavement, roads, drives, and fences crossing a utility easement shall be laid-out as closely as practicable to be perpendicular to said easement. The covenant contained in this Subpart a. may only be enforced by the beneficial owner of the easement. In the event of violation of this covenant, the owner of an easement shall not be liable for the reasonable removal or destruction of any structure, building, tree, or large shrubbery in violation hereof and necessitated by the installation, operation, maintenance, repair, or replacement of utilities located within the easement and consistent with the easement grant.

Article 5, Section 1, Subpart e. shall be ADDED to the Original Covenants, which shall read as follows:

e. Restricted Uses

No area within the Development Property or any area contiguous to and which becomes part of Phase I shall be used for any one or any combination of the following: (i) the operation of a retail drug store or retail prescription pharmacy, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, whether directly or indirectly, for a fee or remuneration of any kind to the open public; or (ii) the operation of a business as a pick-up site for any of the foregoing products or services. The restriction contained in this paragraph shall not apply to Lot 6.

In addition, no area within the Development Property or any area contiguous to and which becomes part of Phase I shall be used for the operation of a physical therapy center. The restriction contained in this paragraph shall not apply to Lot 4.

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Article 6, Section 2 shall be ADDED to the Original Covenants, which shall read as follows:

No part or portion of any lot in Phase I shall be dedicated as, made, or used as common area pursuant to these Covenants.

Article 7, Section 15 shall be ADDED to the Original Covenants, which shall read as follows:

For all purposes stated in these Covenants, any percentage of property ownership required to vote or take any action hereunder shall be determined by size of physical property ownership, inclusive of all utility easement areas, but excluding any property designated as roads, common areas, or otherwise publicly dedicated. Thus, for example, a majority of property owners in East Gate Plaza, Phase I would be those owners whose collective acreage exceeds fifty percent (50%) of the total collective acreage located in East Gate Plaza, Phase I (excluding roads, common areas, and publicly-dedicated property). For all purposes stated in these Covenants, Lot 8 shall be considered part of the Development Property, and bound by all of the terms, conditions, and restrictions contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals ~~this~~ 24 day of September, 2010.

EAST GATE GROUP, INC.

By: Otto E. Beck
Otto Beck, President

STEPHEN L. LAFRANCE
PHARMACY, INC.

By: [Signature]
Stephen LaFrance, Jr.,
Executive Vice President

ATTEST:

Name: _____

Title: _____

ATTEST:

[Signature]

Name: GAYN ROBINSON

Title: VP REAL ESTATE

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF GARLAND)

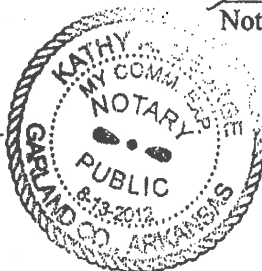
On this day, before me, the undersigned, a Notary Public, appeared in person the within named Otto Beck, who acknowledged himself to be the President of East Gate Group, Inc., and that he, as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 22 day of September, 2010.


Notary Public

My Commission Expires:

8/13/12



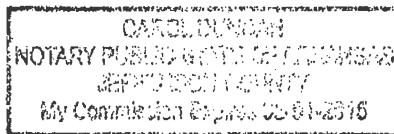
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On this day, before me, a Notary Public, personally appeared in person the within named Stephen LaFrance, Jr., who acknowledged himself to be the Executive Vice President of Stephen L. LaFrance Pharmacy, Inc., and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation.

Carol Duncan
Notary Public

2/1/2015



In DOC Book 10 Page 81519

OCT 04 2010

at 12:20 o'clock P M
DOUG KIDD, CIRCUIT CLERK
BY Lane Davis

