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RECORDED IN VOL 152
OF OFFICIAL RECORDS
PAGE 771 REQUEST OF
W. I Osborne
SEP 4 9 35 AM '81

COVENANTS, CONDITIONS AND RESTRICTIONS
AUTO PARK

DEVA L COEKRUM AUDITOR
FRANKLIN COUNTY WA.
DEPUTY
TO:
W. I. Osborne
PO Box, 1494
Pasco, Wa. 99301

GERALD E. HORROBIN and LIV HORROBIN, his wife, and
W. I. OSBORNE and LETA G. OSBORNE, his wife (collectively
referred to hereinafter as "Declarant"), are the owners of
certain real property known as AUTO PARK (the "Park"), a
portion of which is specifically described and identified as
lots 1, 2, 3, 4, 5, 9, 11(b) and 12 on a plat recorded in
the land records of Franklin County, Volume D of Plats, page
45 under Auditor's File Number 337056 (the "Plat"). Declar-
ant hereby declares that the real property in the Park
identified above shall be held, sold and conveyed subject to
the provisions of these Covenants, Conditions and Restric-
tions (the "Covenants"), which shall run with the land and
shall be binding on and inure to the benefit of all parties
having or acquiring any right, title or interest in such
real property or any part thereof, and all heirs, successors
and assigns of such parties.

SECTION 1. GENERAL PROVISIONS.

1.1 All provisions of the Covenants shall apply
to lots 1, 2, 3, 4, 5, 9, 11(b) and 12 on the Plat in the
Park. Such lots shall collectively be referred to herein as
the "Center."

1.2 Attached hereto is Exhibit A, setting forth
permitted uses within the Park.

1.3 "Owner" means the owner or contract purchaser
in possession of land in the Center, and means the Declarant
for all land in the Center not yet sold or reacquired.

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SECTION 2. USE

2.1 No use shall be made of any real property within the Center unless permitted by Exhibit A.

2.2 Even if permitted by paragraph 2.1, no use shall be made of any land within the Center which shall unreasonably increase the fire hazard to adjoining property or which shall be in violation of any laws, regulations or ordinances of any federal, state or local governmental entity.

SECTION 3. ARCHITECTURAL CONTROL COMMITTEE

3.1 There is hereby established for the Park an Architectural Control Committee (the "ACC") which shall consist of not less than three nor more than five members. The members of the ACC shall be selected by Declarant until all land in the Center shall be sold by Declarant, unless such right is earlier relinquished by Declarant by notice in writing mailed to all owners. After all land has been sold by Declarant or Declarant has relinquished its right to select ACC members, such members shall be elected by vote of a majority of all owners. Members of the ACC shall receive no compensation for services performed for the ACC. By majority vote, the ACC may designate one of its members to act on its behalf. The initial members of the ACC shall be Gerald E. Horrobin, W. I. Osborne and S. B. Osborne.

3.2 Prior to commencing initial site preparation or construction of any improvements upon any land in the Center, the owner of such land shall submit to the ACC two copies each of preliminary and then final site plans, landscape plans, building plans and elevations, and full specifications, except that the preliminary documents need not

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include full specifications. Such documents shall show signs, lights, access, parking and the method of computing the number of parking spaces, the circulation plan, a perspective rendering showing at least the facade of the major buildings, and the type and color of exterior materials, except that the preliminary documents need not include a perspective.

3.3 Prior to commencing any subsequent site preparation or construction of any improvements, or alteration of existing improvements, the owner shall submit to the ACC two copies of such plans and specifications, both preliminary and final, as are necessary to show fully the location, extent and appearance of such work.

3.4 If the material submitted pursuant to paragraph 3.2 or 3.3 is incomplete, the ACC shall request supplemental data within ten days after receipt of the incomplete material.

3.5 No final plans and specifications shall be submitted until approval of preliminary plans has been granted by the ACC pursuant to this Section 3. No site preparation or construction or alteration of improvements shall be undertaken until approval of the final plans and specifications has been granted by the ACC pursuant to this Section 3. Unless written notice of disapproval signed by a majority of the members of the ACC or the person designated by the ACC to act on its behalf is given to the owner within 30 days after the ACC has received from the owner all required material, approval shall be deemed granted.

3.6 Written notice of disapproval shall be given by the ACC only if it finds that the improvements described in the material submitted do not comply with any provision

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of the Covenants or any written policy or regulation of the ACC, or that, even if such provisions will be complied with, the improvements will not contribute to maintenance through time of high property values and marketability of property in the Center because they are not of comparable quality and compatible design and construction to other planned and constructed improvements in the Park.

3.7 By majority vote, the ACC may adopt written policies and regulations to implement the Covenants and provide guidance to owners in complying with the Covenants.

3.8 Neither the ACC, nor any member thereof, shall be liable to any person for negligent or intentional conduct, done in good faith, in connection with the approval or disapproval of, or the placing of conditions upon, any site preparation or improvement or alteration of an existing improvement, and no owner of any land in the Center shall bring any action asserting any such liability.

SECTION 4. REQUIREMENTS FOR IMPROVEMENTS

4.1 All requirements set forth in paragraphs 2 and 3 of Exhibit A shall be applicable to the Center. Each owner shall comply with all applicable laws, regulations and ordinances of any federal, state or local governmental entity.

4.2 All facilities and grounds shall be properly maintained and kept clean and free of debris. If maintenance or cleanup has not been undertaken within ten days after written notice from the ACC or the Association, the ACC or the Association shall have a right of entry onto the land to accomplish such work and the owner thereof shall pay the reasonable cost of such work. If unpaid within 30 days, such cost shall become a lien upon such land.

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SECTION 5. NOTICE

Any requirement in these Covenants for giving written notice shall be satisfied as of the time written notice is hand delivered or deposited in the U.S. mails correctly addressed, postage prepaid and return receipt requested.

SECTION 6. AMENDMENT AND TERMINATION

The Covenants may be amended prior to the time all land in the Center shall be sold by Declarant, or January 1, 1994, whichever comes first, by written consent of Declarant and the owners including Declarant of at least fifty-one per cent, on an acreage basis, of the real property in the Center. The Covenants may be amended or terminated after such time if consented to in writing by the owners of two-thirds of such property. Notwithstanding the foregoing, Declarant shall have the right without approval of other owners to amend or supplement the Covenants as provided in Section 5.

SECTION 7. ANNEXATION

Declarant shall have the right to subject to the Covenants real property in addition to that described in the introduction to the Covenants.

SECTION 8. ENFORCEMENT

Enforcement by proceedings at law or in equity may be instituted by the ACC against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.


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SECTION 9. SEVERABILITY

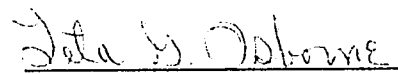
Invalidation of any provisions of the Covenants by any court or other order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and corporate seal this 15 day of ^{March}~~February~~, 1979.


GERALD E. HORROBIN


LIV HORROBIN


W. I. OSBORNE


LETA G. OSBORNE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me GERALD E. HORROBIN and LIV HORROBIN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8TH day of ~~February~~, 1979.
MARCH

Shereva A. Smith
Notary Public in and for the State of Washington, residing at Bellevue

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me W. I. OSBORNE and LETA G. OSBORNE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of ~~February~~, 1979.
March

Dale Madelson
Notary Public in and for the State of Washington, residing at



EXHIBIT A

1. The uses permitted within the area of the Auto Park shall consist of the uses permitted in applicable zoning regulations promulgated by the City of Pasco, except the following uses shall be prohibited: advertising structures (billboards), battery manufacturing and rebuilding, bleaching and dyeing plants, building materials-storage yards, clothes cleaning or clothes dyeing plants, carpet and rug cleaning plants, contractor storage yard, dye casting, electric neon sign manufacturing, feed and fuel yards, machine shops, plumbing supply yards, prefabricated buildings manufacturer, printing ink manufacturers, dead storage, storage of impounded and damaged cars, vacuum metalization, trailer parks, and retail building material sales.
2. All site plans submitted for approval to the City of Pasco and the Architectural Control Committee shall provide the following:
 - a. All land not in approved structures, walkways, parking areas, or driveways shall be landscaped or in lawn.
 - b. There will be no storage of any kind allowed on any portion of the land in question until the land is graded, paved, and lighted
 - c. There will be no fencing allowed except open chain link fencing of the quality and gauge of the chain link fencing that borders the freeway on the East side of Tract 7. No slotted fences, no bull pens without prior approval of the architectural control committee.
 - d. There shall be no outdoor display of materials manufactured on the premises.
 - e. Any manufacturing shall be conducted within an entirely enclosed building.
 - f. Exterior signing will comply with City of Pasco zone classification and shall not extend above the roof line of the building and shall be subject to Architectural Control Committee review and approval prior to submittal to the City of Pasco for its approval. Temporary development and sales signing shall be permitted through the development period.
 - g. Proposed on-site exterior lighting systems shall be reviewed and approved by the Architectural Control Committee prior to submittal to the City of Pasco for its review and approval.
3. No use of the property shall be made for storage of any type or of any materials permitted herein until such time as the land upon which the storage is to take place has been graded, paved, fenced and lighted in accordance with plans approved by the Architectural Control Committee and the City of Pasco. Such approval shall include approval of materials and design of the improvements to be constructed and installed.

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AMENDED

COVENANTS, CONDITIONS, AND RESTRICTIONS

*Original
This was agreed to
by all dealers 11/20*

WILLIAM L. MC CURLEY - SIMPSON & HARNISH A PARTNERSHIP
JOHN & MIKE SHUMATE - RUSSELL J. DEAN
OSBORNE & HORROBIN - A PARTNERSHIP, W. W. GRAINGER CO.

ROBERT AND RUTH DOLSEN (COCA COLA BLDG.) COLLECTIVELY
REFERRED TO HEREAFTER AS DECLARANT ARE OWNERS AND INVESTORS IN
CERTAIN AND REAL PROPERTY DESCRIBED AND IDENTIFIED AS LOCATED
WITHIN THE PLAT OF AUTO PARK TO THE CITY OF PASCO, FRANKLIN COUNTY,
STATE OF WASHINGTON SEPTEMBER 1972 VOLUME D OF PLATS, PAGE 45 UNDER
AUDITORS FILE NUMBER 337056 (THE PLAT)

HEREBY DECLARES THAT THE REAL PROPERTY IN THE PARK IDENTIFIED ABOVE
SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE PROVISIONS OF THESE
COVENANTS, CONDITIONS AND RESTRICTIONS (THE "COVENANTS"), WHICH SHALL
RUN WITH THE LAND AND SHALL BE BINDING ON AND INURE TO THE BENEFIT
OF ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN
SUCH REAL PROPERTY OR ANY PART THEREOF, AND ALL HEIRS, SUCCESSORS
AND ASSIGNS OF SUCH PARTIES.

SECTION 1. GENERAL PROVISIONS

1.1 All provisions of the Covenants shall apply to all
lots on the Plat in the Park. Such lots shall collectively be referred
to herein as the "Center."

1.2 Attached hereto is Exhibit A, setting forth permitted
uses within the Park.

1.3 "Owner" means the owner or contract purchaser in
possession of land in the Center.

SECTION 2. USE

2.1 No use shall be made of any real property within the
Center unless permitted by Exhibit A.

2.2 Even if permitted by paragraph 2.1, no use shall be
made of any land within the Center which shall unreasonably increase
the fire hazard to adjoining property or which shall be in violation
of any laws, regulations or ordinances of any federal, state or local
governmental entity.

SECTION 3. ARCHITECTURAL CONTROL COMMITTEE

3.1 There is hereby established for the Park an Architectural Control Committee (The "ACC") which shall consist of five members. Members of the ACC shall receive no compensation for services performed for the ACC. By majority vote, the ACC may designate one of its members to act on its behalf. The initial members of the ACC shall be W. I. Osborne, John or Michael Shumate, Russel J. Dean, William McCurley, Robert Simpson.

3.2 Prior to commencing initial site preparation or construction of any improvements upon any land in the Center, the owner of such land shall submit to the ACC two copies each of preliminary and then final site plans, landscape plans, building plans, and elevations, and full specifications, except that the preliminary documents need not include full specifications. Such documents shall show signs, lights, access, parking and the method of computing the number of parking spaces, the circulation plan, a perspective rendering showing at least the facade of the major buildings, and the type and color of exterior materials, except that the preliminary documents need not include a perspective.

3.3 Prior to commencing any subsequent site preparation or construction of any improvements, or alteration of existing improvements, the owner shall submit to the ACC two copies of such plans and specifications, both preliminary and final, as are necessary to show fully the location, extent and appearance of such work.

3.4 If the material submitted pursuant to paragraph 3.2 or 3.3 is incomplete, the ACC shall request supplemental data within ten days after receipt of the incomplete material.

3.5 No final plans and specifications shall be submitted until approval of preliminary plans has been granted by the ACC pursuant to this Section 3. No site preparation or construction or alteration of improvements shall be undertaken until approval of the final plans and specifications has been granted by the ACC pursuant to this Section 3. Unless written notice of disapproval signed by a majority of the members of the ACC or the person designated by the ACC to act on its behalf is given to the owner within 30 days after the ACC has received from the owner all required material, approval shall be deemed granted.

3.6 Written notice of disapproval shall be given by the ACC only if it finds that the improvements described in the material submitted do not comply with any provision of the Covenants or any written policy or regulation of the ACC, or that, even if such provisions will be complied with, the improvements will not contribute to maintenance through time of high property values and marketability of property in the Center because they are not of comparable quality and compatible design and construction to other planned and constructed improvements in the Park.

3.7 By majority vote, the ACC may adopt written policies and regulations to implement the Covenants and provide guidance to owners in complying with the Covenants.

3.8 Neither the ACC, nor any member thereof, shall be liable to any person for negligent or intentional conduct, done in good faith, in connection with the approval or disapproval of, or the placing of conditions upon, any site preparation or improvement or alteration of an existing improvement, and no owner of any land in the Center shall bring any action asserting any such liability.

SECTION 4. REQUIREMENTS FOR IMPROVEMENTS

4.1 All requirements set forth in paragraphs 2 and 3 of Exhibit A shall be applicable to the Center. Each owner shall comply with all applicable laws, regulations and ordinances of any federal, state or local governmental entity.

4.2 All facilities and grounds shall be properly maintained and kept clean and free of debris. If maintenance or cleanup has not been undertaken within ten days after written notice from the ACC or the Association, the ACC or the Association shall have a right of entry onto the land to accomplish such work and the owner thereof shall pay the reasonable cost of such work. If unpaid within 30 days, such cost shall become a lien upon such land.

SECTION 5. NOTICE

Any requirement in these Covenants for giving written notice shall be satisfied as of the time written notice is hand delivered or deposited in the U. S. mails correctly addressed, postage prepaid and return receipt requested.

SECTION 6. AMENDMENT AND TERMINATION

The Covenants may be amended by written consent of four members of the ACC.

SECTION 7. ANNEXATION

The Center may not be expanded without the approval of four members of the ACC and then only if the expansion, annexation, or addition agrees to comply with the covenants of the Auto Park Center.

SECTION 8. ENFORCEMENT

Enforcement by proceedings at law or in equity may be instituted by the ACC against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

SECTION 9. SEVERABILITY

Invalidation of any provisions of the Covenants by any court or other order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 6 day of June 1989.

State of Washington
County of Franklin

I certify that on this 6th day of June 1989, these individuals executed this instrument and acknowledged that they signed the same as their free voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 6th day of June 1989.

Orville K. Lattin
Notary Public in & for State of Wa.
Residing at Kennewick
Commission Expires June 15, 1992



William L. Mc Curley
William L. Mc Curley

John Michael Shumate
John Michael Shumate

Russell J. Dean
Russell J. Dean

Robert Simpson
Robert Simpson

W. I. Osborne
W. I. Osborne

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EXHIBIT A

1. The uses permitted within the area of the Auto Park shall consist of the uses permitted in applicable zoning regulations promulgated by the City of Pasco, except the following uses shall be prohibited: advertising structures (billboards), battery manufacturing and rebuilding, bleaching and dyeing plants, building materials storage yards, clothes cleaning or clothes dyeing plants, carpet and rug cleaning plants, contractor storage yard, dye casting, electric neon sign manufacturing, feed and fuel yards, machine shops, plumbing supply yards, prefabricated buildings manufacturer, printing ink manufacturers, dead storage, storage of impounded and damaged cars, vacuum metalization, trailer parks, and retail building material sales.
2. All site plans must be submitted for approval to the City of Pasco and the Architectural Control Committee and shall provide the following:
 - a. All land not in approved structures, walkways, parking areas, or driveways shall be landscaped or in lawn.
 - b. There will be no storage of any kind allowed on any portion of the land in question until the land is graded, paved, and lighted.
 - c. There will be no fencing allowed except open chain link fencing of the quality and gauge of the chain link fencing that borders the freeway on the East side of Tract 7. No slotted fences, no bull pens without prior approval of the architectural control committee.
 - d. There shall be no outdoor display of materials manufactured on the premises.
 - e. Any manufacturing shall be conducted within an entirely enclosed building.

- f. Exterior signing will comply with City of Pasco zone classification and shall not extend above the roof line of the building and shall be subject to Architectural Control Committee review and approval prior to submittal to the City of Pasco for its approval. Temporary development and sales signing shall be permitted through the construction period only.
 - g. Proposed on-site exterior lighting systems shall be reviewed and approved by the Architectural Control Committee prior to submittal to the City of Pasco for its review and approval.
3. No use of the property shall be made for storage of any type or of any materials permitted herein until such time as the land upon which the storage is to take place has been graded, paved, fenced and lighted in accordance with plans approved by the Architectural Control Committee and the City of Pasco. Such approval shall include approval of materials and design of the improvements to be constructed and installed.
- a. No trees or shrubs shall be permitted to grow to a height that exceeds 8 feet—Evergreen shrubs are preferred to the leaf variety so that leaves may be held to absolute minimum.
 - b. No temporary buildings such as mobile homes or trailers can be used without special permission of the A.C.C. and then for only temporary use during the construction of permanent buildings to replace them or 24 months whichever occurs first.
 - c. During construction period all land will be watered constantly for dust control.

4. All building exteriors must be constructed of brick, decorative cement block, decorative aggregate facing on tilt slab, stone and stucco. If regular cement blocks, or straight cement slab or stucco is used-the building must be painted before it can be used and the color approved by the Architectural Control Committee. If painting includes unusual designs these designs also must be approved by the A. C. C.
 - a. No metal exteriors may be used except on the roof. Metal may be used for decorative facia if approved by the A. C. C.
 - b. No wood exteriors may be used.
5. If it ever occurs that the Auto Park should be expanded it can only be done by the approval of no less than four (4) members of the Architectural Control Committee and such expansion can only be done if such expansion is done to comply with these covenants.
6. All sales or leases of present structures or future structures within the autopark must include these covenants and the seller must so notify the A.C.C. in writing that he has complied by properly notifying the buyer or lessee of the covenants and the buyer or lessee must also notify the A. C. C. that they understand and accept the responsibility to operate within the articles of the covenant.

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465155-A
REQUEST OF
W.I. Osborne
'89 JUN -9 A 8:30
ZONA C. LEWIS
FRANKLIN DEWEESE DEPUTY
MAIL 13
Bard

*Box 1404
Pasco, WA 99301*

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Russell J Dean
P.O. Box 2347
Pasco, WA 99302

SECOND AMENDMENT

COVENANTS, CONDITIONS, AND RESTRICTIONS

Harnish Family Partnership, L.P. - William L. McCurley, owner McCurley Chevrolet Property, LLC; McCurley Subaru-Mazda Property, LLC; McCurley Fleet Property, LLC – Russell J. Dean – Robert and Ruth Dolson (Coca Cola Building) collectively referred to hereinafter as DECLARANT are owners and investors in certain and Real Property described and identified as located within the Plat of Auto Park to the City of Pasco, Franklin County, State of Washington September 1972 Volume of Plats, Page 45 under Auditors File Number 337056 (the Plat) which identification is hereby updated and clarified to match current legal identification and ownership records as per the Identification Number on Franklin County Mapsifter (Exhibit B) - Tract number – Tax Parcel number – Land Owner of Record:

3305 - Tract 1 – 119-370-119 – Harnish Family Partnership, LP
3203 - Tract 2-4 & OP – 119-370-315 – Harnish Family Partnership, LP
1425 - Tract 5 – 119-370-226 – McCurley Chevrolet Property, LLC
3200 - Tract 9 – 119-370-155 – Russell J. Dean
1225 – Tract 10 – 119-370-164 – Robert and Ruth Dolsen (Coca Cola Building)
Tract 11 became Short Plat 77-27 (Lots 1&2):
Lot 1 – 119-370-191 – W. W. Grainger, Inc.
Lot 2 became Auto Park #2 (Lots 1&2):
Lot 1 – 119-370-280 – McCurley Subaru-Mazda Property, LLC
Lot 2 – 119-370-271 – Russell J. Dean
Tract 12 became Short Plat 81-14 (Lots 1-3):
1230 - Lot 1 – 119-370-244 - McCurley Subaru-Mazda Property, LLC
3201 - Lot 2 – 119-370-253 – Russell J. Dean
1226 - Lot 3 – 119-370-262 – Russell J. Dean

HEREBY DECLARES that the Real Property in The Auto Park identified above shall be held, sold, and conveyed subject to the provisions of these COVENANTS, CONDITIONS, AND RESTRICTIONS (THE "COVENANTS") which shall run with the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in such Real Property on any part thereof, and all heirs, successors and assigns of such parties.

THIS SECOND AMENDMENT to THE COVENANTS is being made in accordance with the provisions of SECTION 6 of (the "Agreement") dated March 15, 1979 and is made and entered into this 17th day of August, 2008 in accordance with said provisions by and among Russell J. Dean and William L. McCurley owners of more than fifty-one percent (51%) of the real property in the AUTO PARK. In the interest of brevity the aforementioned Russell J. Dean and William L. McCurley may here in after be referred to as THE PARTIES.

WITNESSETH:

WHEREAS THE PARTIES agree that according to the terms of SECTION 3, SECTION 3.1 of the Agreement THE DECLARANTS and original members of the Architectural Control Committee (ACC) no longer own land in the AUTO PARK and whereas members of the Architectural Control Committee (ACC) according to the AMENDED COVENANTS, CONDITIONS, AND RESTRICTIONS dated June 6, 1989 are no longer the owners of the Real Property and WHEREAS THE PARTIES collectively own more than 51% of the AUTO PARK Real Property, as shown earlier in this document and on EXHIBIT B, THE PARTIES hereby agree that they are the surviving members on the ARCHITECTURAL CONTROL COMMITTEE (ACC) as of the date of this SECOND AMENDMENT,

NOW, THEREFORE, WHEREAS THE PARTIES agree that according to SECTION 6 of the Agreement the Covenants may be amended by written consent of at least fifty-one percent of the real property owners on an acreage basis; THE PARTIES wish to amend SECTION 3 subparagraph 3.1 of the Agreement and the AMENDMENT to said AGREEMENT as follows:

NOW, THEREFORE, in consideration of said AGREEMENT, as AMENDED, and the consideration of the provisions hereof and other good and valuable considerations herein acknowledged, THE PARTIES hereto agree as follows:

DELETE:

The following portion of Section 3, subparagraph 3.1 of the AMENDMENT "There is hereby established for The Park an Architectural Control Committee (the ACC) which shall consist of five members."

ADD in place of the deleted portion the following:

"There is hereby established for The Park an Architectural Control Committee (the ACC) which shall consist of not less than two or more than five members."

NOW ALSO, THEREFORE, in consideration of said AGREEMENT, and the consideration of the provisions hereof and other good and valuable considerations herein acknowledged, THE PARTIES hereto agree as follows:

In the interest of brevity and clarifying compliance after reviewing all construction in The Park the PARTIES agree that all construction which has been completed on the real property described on the first page of this SECOND AMENDMENT and shown in EXHIBIT B by any and all of the current Real Property owners to this date has met or exceeded the provisions of the covenants and EXHIBIT A to the original AGREEMENT and AMENDMENT HEREIN waive any requirements for prior notice that may or may not have been complied with since the inception of THE AGREEMENT.

IN WITNESS WHEREOF, The parties have executed this SECOND AMENDMENT effective as of the 7th day of August, 2008.

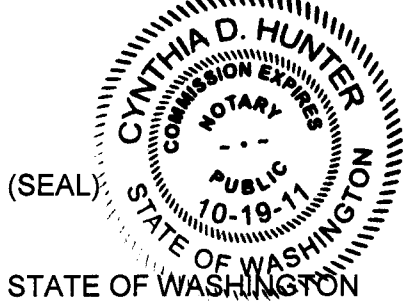
OWNER: William L. McCurley OWNER: Russell J. Dean
William L. McCurley Russell J. Dean

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF FRANKLIN)

On 7th August 2008, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared William L. McCurley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President, on behalf of McCurley Chevrolet Property, LLC, McCurley Subaru-Mazda Property, LLC, and McCurley Fleet Property, LLC. all Washington limited liability companies, who therein named and acknowledged to me that the execution thereof was the free and voluntary act and deed of said McCurley Chevrolet Property, LLC, McCurley Subaru-Mazda Property, LLC, McCurley Fleet Property, LLC, for the uses and purposes therein mentioned, and acknowledged to me that said limited liability companies executed the within instrument pursuant to its management agreement or a written consent of its members.

WITNESS my hand and official seal.

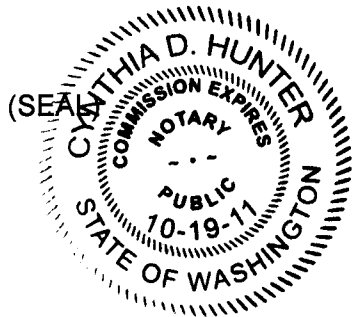


Cynthia D. Hunter
Notary Public in and for the State
of Washington, residing at:
Benton County
My commission expires: 10/19/2011

STATE OF WASHINGTON)
) SS.
COUNTY OF FRANKLIN)

On 7th August 2008, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Russell J. Dean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed.

WITNESS my hand and official seal.



Cynthia D. Hunter
Notary Public in and for the State
of Washington, residing at:
Benton County
My commission expires: 10/19/2011

COPY QUALITY OF ORIGINAL
MAY NOT REPRODUCE

EXHIBIT A

1. The uses permitted within the area of the Auto Park shall consist of the uses permitted in applicable zoning regulations promulgated by the City of Pasco, except the following uses shall be prohibited: advertising structures (billboards), battery manufacturing and rebuilding, bleaching and dyeing plants, building materials storage yards, clothes cleaning or clothes dyeing plants, carpet and rug cleaning plants, contractor storage yard, dye coating, electric neon sign manufacturing, feed and fuel yards, machine shops, plumbing supply yards, prefabricated buildings manufacturer, printing ink manufacturers, dead storage, storage of impounded and damaged cars, vacuum metallization, trailer parks, and retail building material sales.
2. All site plans must be submitted for approval to the City of Pasco and the Architectural Control Committee and shall provide the following:
- a. All land not in approved structures, walkways, parking areas, or driveways shall be landscaped or in lawn.
 - b. There will be no storage of any kind allowed on any portion of the land in question until the land is graded, paved, and lighted.
 - c. There will be no fencing allowed except open chain link fencing of the quality and gauge of the chain link fencing that borders the freeway on the East side of Tract 7. No slotted fences, no bull pens without prior approval of the architectural control committee.
 - d. There shall be no outdoor display of materials manufactured on the premises.
 - e. Any manufacturing shall be conducted within an entirely enclosed building.

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EXHIBIT A

COPY QUALITY OF ORIGINAL
MAY NOT REPRODUCE

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6. All sales or leases of present structures or future structures within the autopark must include these covenants and the seller must so notify the A.C.C. in writing that he has complied by properly notifying the buyer or lessee of the covenants and the buyer or lessee must also notify the A. C. C. that they understand and accept the responsibility to operate within the articles of the covenant.

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Box 1404

465155-A

REQUEST OF

W.I. Osborne

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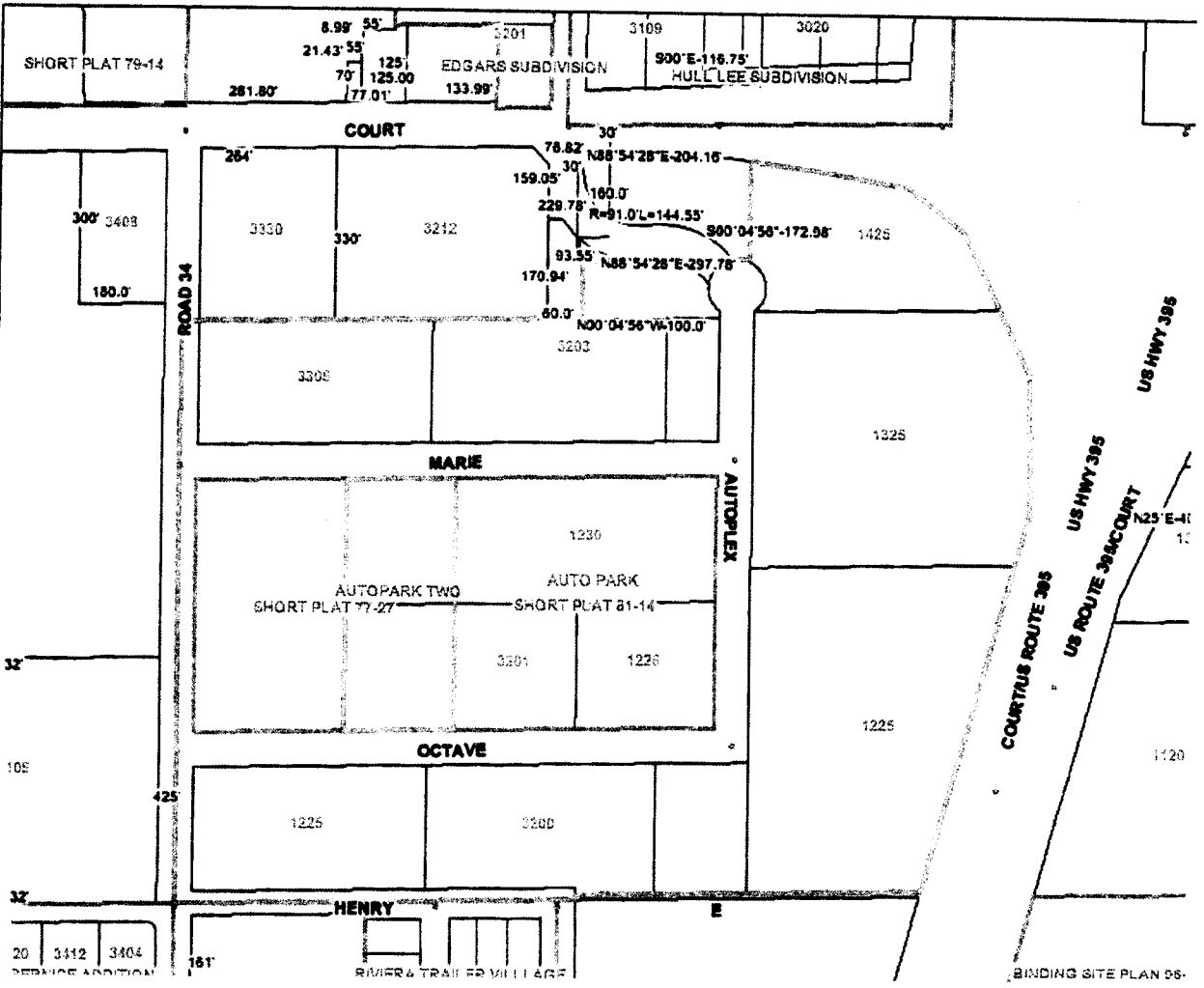
7012 G. L. FINEST
FRANKLIN COUNTY, MISSOURI
DEPUTY
MAIL ROOM

Burd

CDL 0251 PAGE 700

COPY QUALITY OF ORIGINAL
MAY NOT REPRODUCE

Franklin County Mapsifter



AMENDED

COVENANTS, CONDITIONS, AND RESTRICTIONS

*Original
This was agreed to
by all dealers 11/20*

WILLIAM L. MC CURLEY - SIMPSON & HARNISH A PARTNERSHIP
JOHN & MIKE SHUMATE - RUSSELL J. DEAN
OSBORNE & HORROBIN - A PARTNERSHIP, W. W. GRAINGER CO.

ROBERT AND RUTH DOLSEN (COCA COLA BLDG.) COLLECTIVELY
REFERRED TO HEREAFTER AS DECLARANT ARE OWNERS AND INVESTORS IN
CERTAIN AND REAL PROPERTY DESCRIBED AND IDENTIFIED AS LOCATED
WITHIN THE PLAT OF AUTO PARK TO THE CITY OF PASCO, FRANKLIN COUNTY,
STATE OF WASHINGTON SEPTEMBER 1972 VOLUME D OF PLATS, PAGE 45 UNDER
AUDITORS FILE NUMBER 337056 (THE PLAT)

HEREBY DECLARES THAT THE REAL PROPERTY IN THE PARK IDENTIFIED ABOVE
SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE PROVISIONS OF THESE
COVENANTS, CONDITIONS AND RESTRICTIONS (THE "COVENANTS"), WHICH SHALL
RUN WITH THE LAND AND SHALL BE BINDING ON AND INURE TO THE BENEFIT
OF ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN
SUCH REAL PROPERTY OR ANY PART THEREOF, AND ALL HEIRS, SUCCESSORS
AND ASSIGNS OF SUCH PARTIES.

SECTION 1. GENERAL PROVISIONS

1.1 All provisions of the Covenants shall apply to all
lots on the Plat in the Park. Such lots shall collectively be referred
to herein as the "Center."

1.2 Attached hereto is Exhibit A, setting forth permitted
uses within the Park.

1.3 "Owner" means the owner or contract purchaser in
possession of land in the Center.

SECTION 2. USE

2.1 No use shall be made of any real property within the
Center unless permitted by Exhibit A.

2.2 Even if permitted by paragraph 2.1, no use shall be
made of any land within the Center which shall unreasonably increase
the fire hazard to adjoining property or which shall be in violation
of any laws, regulations or ordinances of any federal, state or local
governmental entity.

SECTION 3. ARCHITECTURAL CONTROL COMMITTEE

3.1 There is hereby established for the Park an Architectural Control Committee (The "ACC") which shall consist of five members. Members of the ACC shall receive no compensation for services performed for the ACC. By majority vote, the ACC may designate one of its members to act on its behalf. The initial members of the ACC shall be W. I. Osborne, John or Michael Shumate, Russel J. Dean, William McCurley, Robert Simpson.

3.2 Prior to commencing initial site preparation or construction of any improvements upon any land in the Center, the owner of such land shall submit to the ACC two copies each of preliminary and then final site plans, landscape plans, building plans, and elevations, and full specifications, except that the preliminary documents need not include full specifications. Such documents shall show signs, lights, access, parking and the method of computing the number of parking spaces, the circulation plan, a perspective rendering showing at least the facade of the major buildings, and the type and color of exterior materials, except that the preliminary documents need not include a perspective.

3.3 Prior to commencing any subsequent site preparation or construction of any improvements, or alteration of existing improvements, the owner shall submit to the ACC two copies of such plans and specifications, both preliminary and final, as are necessary to show fully the location, extent and appearance of such work.

3.4 If the material submitted pursuant to paragraph 3.2 or 3.3 is incomplete, the ACC shall request supplemental data within ten days after receipt of the incomplete material.

3.5 No final plans and specifications shall be submitted until approval of preliminary plans has been granted by the ACC pursuant to this Section 3. No site preparation or construction or alteration of improvements shall be undertaken until approval of the final plans and specifications has been granted by the ACC pursuant to this Section 3. Unless written notice of disapproval signed by a majority of the members of the ACC or the person designated by the ACC to act on its behalf is given to the owner within 30 days after the ACC has received from the owner all required material, approval shall be deemed granted.

3.6 Written notice of disapproval shall be given by the ACC only if it finds that the improvements described in the material submitted do not comply with any provision of the Covenants or any written policy or regulation of the ACC, or that, even if such provisions will be complied with, the improvements will not contribute to maintenance through time of high property values and marketability of property in the Center because they are not of comparable quality and compatible design and construction to other planned and constructed improvements in the Park.

3.7 By majority vote, the ACC may adopt written policies and regulations to implement the Covenants and provide guidance to owners in complying with the Covenants.

3.8 Neither the ACC, nor any member thereof, shall be liable to any person for negligent or intentional conduct, done in good faith, in connection with the approval or disapproval of, or the placing of conditions upon, any site preparation or improvement or alteration of an existing improvement, and no owner of any land in the Center shall bring any action asserting any such liability.

SECTION 4. REQUIREMENTS FOR IMPROVEMENTS

4.1 All requirements set forth in paragraphs 2 and 3 of Exhibit A shall be applicable to the Center. Each owner shall comply with all applicable laws, regulations and ordinances of any federal, state or local governmental entity.

4.2 All facilities and grounds shall be properly maintained and kept clean and free of debris. If maintenance or cleanup has not been undertaken within ten days after written notice from the ACC or the Association, the ACC or the Association shall have a right of entry onto the land to accomplish such work and the owner thereof shall pay the reasonable cost of such work. If unpaid within 30 days, such cost shall become a lien upon such land.

SECTION 5. NOTICE

Any requirement in these Covenants for giving written notice shall be satisfied as of the time written notice is hand delivered or deposited in the U. S. mails correctly addressed, postage prepaid and return receipt requested.

SECTION 6. AMENDMENT AND TERMINATION

The Covenants may be amended by written consent of four members of the ACC.

SECTION 7. ANNEXATION

The Center may not be expanded without the approval of four members of the ACC and then only if the expansion, annexation, or addition agrees to comply with the covenants of the Auto Park Center.

SECTION 8. ENFORCEMENT

Enforcement by proceedings at law or in equity may be instituted by the ACC against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

SECTION 9. SEVERABILITY

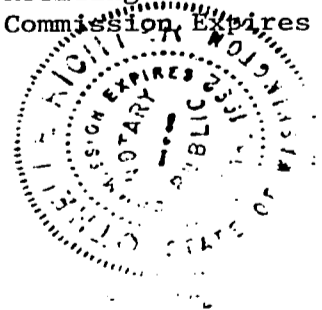
Invalidation of any provisions of the Covenants by any court or other order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 6 day of June 1989.

State of Washington
County of Franklin

I certify that on this 6th day of June 1989, these individuals executed this instrument and acknowledged that they signed the same as their free voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 6th day of June 1989.

Orville K. Lattin
Notary Public in & for State of Wa.
Residing at Kennewick
Commission Expires June 15, 1992



William L. Mc Curley
William L. Mc Curley

John Michael Shumate
John Michael Shumate

Russell J. Dean
Russell J. Dean

Robert Simpson
Robert Simpson

W. I. Osborne
W. I. Osborne

VOL 0251 PAGE 697

465155-A

EXHIBIT A

1. The uses permitted within the area of the Auto Park shall consist of the uses permitted in applicable zoning regulations promulgated by the City of Pasco, except the following uses shall be prohibited: advertising structures (billboards), battery manufacturing and rebuilding, bleaching and dyeing plants, building materials storage yards, clothes cleaning or clothes dyeing plants, carpet and rug cleaning plants, contractor storage yard, dye casting, electric neon sign manufacturing, feed and fuel yards, machine shops, plumbing supply yards, prefabricated buildings manufacturer, printing ink manufacturers, dead storage, storage of impounded and damaged cars, vacuum metalization, trailer parks, and retail building material sales.
2. All site plans must be submitted for approval to the City of Pasco and the Architectural Control Committee and shall provide the following:
 - a. All land not in approved structures, walkways, parking areas, or driveways shall be landscaped or in lawn.
 - b. There will be no storage of any kind allowed on any portion of the land in question until the land is graded, paved, and lighted.
 - c. There will be no fencing allowed except open chain link fencing of the quality and gauge of the chain link fencing that borders the freeway on the East side of Tract 7. No slotted fences, no bull pens without prior approval of the architectural control committee.
 - d. There shall be no outdoor display of materials manufactured on the premises.
 - e. Any manufacturing shall be conducted within an entirely enclosed building.

- f. Exterior signing will comply with City of Pasco zone classification and shall not extend above the roof line of the building and shall be subject to Architectural Control Committee review and approval prior to submittal to the City of Pasco for its approval. Temporary development and sales signing shall be permitted through the construction period only.
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3. No use of the property shall be made for storage of any type or of any materials permitted herein until such time as the land upon which the storage is to take place has been graded, paved, fenced and lighted in accordance with plans approved by the Architectural Control Committee and the City of Pasco. Such approval shall include approval of materials and design of the improvements to be constructed and installed.
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4. All building exteriors must be constructed of brick, decorative cement block, decorative aggregate facing on tilt slab, stone and stucco. If regular cement blocks, or straight cement slab or stucco is used-the building must be painted before it can be used and the color approved by the Architectural Control Committee. If painting includes unusual designs these designs also must be approved by the A. C. C.
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6. All sales or leases of present structures or future structures within the autopark must include these covenants and the seller must so notify the A.C.C. in writing that he has complied by properly notifying the buyer or lessee of the covenants and the buyer or lessee must also notify the A. C. C. that they understand and accept the responsibility to operate within the articles of the covenant.

-3-

465155-A
REQUEST OF
W.I. Osborne
'89 JUN -9 A 8:30
ZONA C. LEWIS
FRANKLIN DEPUTY MAIL
Bard

*Box 1404
Pasco, WA 99301*

VOL 0251 PAGE 700

Russell J Dean
P.O. Box 2347
Pasco, WA 99302

SECOND AMENDMENT

COVENANTS, CONDITIONS, AND RESTRICTIONS

Harnish Family Partnership, L.P. - William L. McCurley, owner McCurley Chevrolet Property, LLC; McCurley Subaru-Mazda Property, LLC; McCurley Fleet Property, LLC – Russell J. Dean – Robert and Ruth Dolson (Coca Cola Building) collectively referred to hereinafter as DECLARANT are owners and investors in certain and Real Property described and identified as located within the Plat of Auto Park to the City of Pasco, Franklin County, State of Washington September 1972 Volume of Plats, Page 45 under Auditors File Number 337056 (the Plat) which identification is hereby updated and clarified to match current legal identification and ownership records as per the Identification Number on Franklin County Mapsifter (Exhibit B) - Tract number – Tax Parcel number – Land Owner of Record:

3305 - Tract 1 – 119-370-119 – Harnish Family Partnership, LP
3203 - Tract 2-4 & OP – 119-370-315 – Harnish Family Partnership, LP
1425 - Tract 5 – 119-370-226 – McCurley Chevrolet Property, LLC
3200 - Tract 9 – 119-370-155 – Russell J. Dean
1225 – Tract 10 – 119-370-164 – Robert and Ruth Dolsen (Coca Cola Building)
Tract 11 became Short Plat 77-27 (Lots 1&2):
Lot 1 – 119-370-191 – W. W. Grainger, Inc.
Lot 2 became Auto Park #2 (Lots 1&2):
Lot 1 – 119-370-280 – McCurley Subaru-Mazda Property, LLC
Lot 2 – 119-370-271 – Russell J. Dean
Tract 12 became Short Plat 81-14 (Lots 1-3):
1230 - Lot 1 – 119-370-244 - McCurley Subaru-Mazda Property, LLC
3201 - Lot 2 – 119-370-253 – Russell J. Dean
1226 - Lot 3 – 119-370-262 – Russell J. Dean

HEREBY DECLARES that the Real Property in The Auto Park identified above shall be held, sold, and conveyed subject to the provisions of these COVENANTS, CONDITIONS, AND RESTRICTIONS (THE "COVENANTS") which shall run with the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in such Real Property on any part thereof, and all heirs, successors and assigns of such parties.

THIS SECOND AMENDMENT to THE COVENANTS is being made in accordance with the provisions of SECTION 6 of (the "Agreement") dated March 15, 1979 and is made and entered into this 17th day of August, 2008 in accordance with said provisions by and among Russell J. Dean and William L. McCurley owners of more than fifty-one percent (51%) of the real property in the AUTO PARK. In the interest of brevity the aforementioned Russell J. Dean and William L. McCurley may here in after be referred to as THE PARTIES.

WITNESSETH:

WHEREAS THE PARTIES agree that according to the terms of SECTION 3, SECTION 3.1 of the Agreement THE DECLARANTS and original members of the Architectural Control Committee (ACC) no longer own land in the AUTO PARK and whereas members of the Architectural Control Committee (ACC) according to the AMENDED COVENANTS, CONDITIONS, AND RESTRICTIONS dated June 6, 1989 are no longer the owners of the Real Property and WHEREAS THE PARTIES collectively own more than 51% of the AUTO PARK Real Property, as shown earlier in this document and on EXHIBIT B, THE PARTIES hereby agree that they are the surviving members on the ARCHITECTURAL CONTROL COMMITTEE (ACC) as of the date of this SECOND AMENDMENT,

NOW, THEREFORE, WHEREAS THE PARTIES agree that according to SECTION 6 of the Agreement the Covenants may be amended by written consent of at least fifty-one percent of the real property owners on an acreage basis; THE PARTIES wish to amend SECTION 3 subparagraph 3.1 of the Agreement and the AMENDMENT to said AGREEMENT as follows:

NOW, THEREFORE, in consideration of said AGREEMENT, as AMENDED, and the consideration of the provisions hereof and other good and valuable considerations herein acknowledged, THE PARTIES hereto agree as follows:

DELETE:

The following portion of Section 3, subparagraph 3.1 of the AMENDMENT "There is hereby established for The Park an Architectural Control Committee (the ACC) which shall consist of five members."

ADD in place of the deleted portion the following:

"There is hereby established for The Park an Architectural Control Committee (the ACC) which shall consist of not less than two or more than five members."

NOW ALSO, THEREFORE, in consideration of said AGREEMENT, and the consideration of the provisions hereof and other good and valuable considerations herein acknowledged, THE PARTIES hereto agree as follows:

In the interest of brevity and clarifying compliance after reviewing all construction in The Park the PARTIES agree that all construction which has been completed on the real property described on the first page of this SECOND AMENDMENT and shown in EXHIBIT B by any and all of the current Real Property owners to this date has met or exceeded the provisions of the covenants and EXHIBIT A to the original AGREEMENT and AMENDMENT HEREIN waive any requirements for prior notice that may or may not have been complied with since the inception of THE AGREEMENT.

IN WITNESS WHEREOF, The parties have executed this SECOND AMENDMENT effective as of the 7th day of August, 2008.

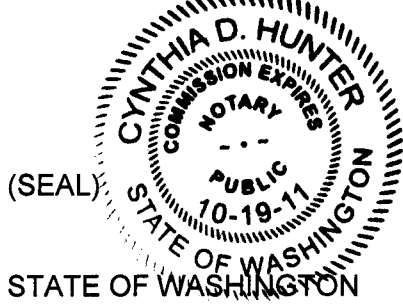
OWNER: William L. McCurley OWNER: Russell J. Dean
William L. McCurley Russell J. Dean

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF FRANKLIN)

On 7th August 2008, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared William L. McCurley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President, on behalf of McCurley Chevrolet Property, LLC, McCurley Subaru-Mazda Property, LLC, and McCurley Fleet Property, LLC. all Washington limited liability companies, who therein named and acknowledged to me that the execution thereof was the free and voluntary act and deed of said McCurley Chevrolet Property, LLC, McCurley Subaru-Mazda Property, LLC, McCurley Fleet Property, LLC, for the uses and purposes therein mentioned, and acknowledged to me that said limited liability companies executed the within instrument pursuant to its management agreement or a written consent of its members.

WITNESS my hand and official seal.

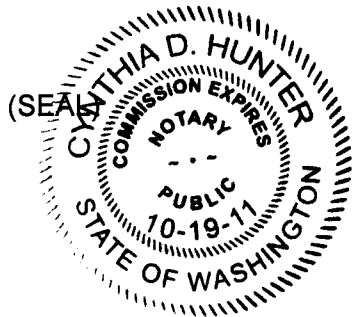


Cynthia D. Hunter
Notary Public in and for the State
of Washington, residing at:
Benton County
My commission expires: 10/19/2011

STATE OF WASHINGTON)
) SS.
COUNTY OF FRANKLIN)

On 7th August 2008, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Russell J. Dean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed.

WITNESS my hand and official seal.



Cynthia D. Hunter
Notary Public in and for the State
of Washington, residing at:
Benton County
My commission expires: 10/19/2011

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Franklin County Mapsifter

