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After Recording Return To:

Miller, Mertens & Spanner
Kenneth A. Miller
1319 Lee Boulevard
Richland, WA 99352

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BENTON-FRANKLIN TITLE CO.

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ZONA S TENANT
FRANKLIN COUNTY AUDITOR
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MAIL TO:

BENTON-FRANKLIN TITLE CO.

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BROADMOOR BUSINESS PARK

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("Covenants") is made this 6th day of October, 1994, by METROPOLITAN MORTGAGE & SECURITIES CO., INC. ("Declarant"), a Washington corporation, 929 West Sprague Avenue, Suite 106, Spokane, Washington 99204, regarding certain land known as BROADMOOR BUSINESS PARK in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A", attached hereto and incorporated herein, which real property is referred to herein as the "Property."

1.2 Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions and reservations set forth in these Covenants to insure proper use and appropriate development and improvement of said Property in order to:

- A. Promote, encourage and maintain an integrated "community" concept;
- B. Protect the Owners, tenants, and occupants of Building Sites against improper development and use of surrounding Building Sites which will depreciate the value and use of their Building Sites;
- C. Assure adequate and reasonably consistent development of the Property;
- D. Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;
- E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the Property to achieve a harmonious

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appearance and function; and

F. Generally promote the welfare and safety of the Owners, tenants and occupants of each Building Site and of the general community.

ARTICLE II DEFINITIONS

2.1 Definition of Terms:

A. "Building Site" shall mean any contiguous parcel or plot of land within the property whose size and dimensions are established either by the legal description in the original conveyance from Declarant to the first fee Owner of said parcel or plot of land, or through a subdivision, short plat, binding site plan or other instrument approved by Declarant in writing, and executed, acknowledged and recorded which designates a parcel or plot of land as a Building Site for purposes of these Covenants.

B. "Declarant" shall mean Metropolitan Mortgage & Securities Co., Inc., a Washington corporation, 929 West Sprague Avenue, Suite 106, Spokane, Washington 99204, its successors and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the Property from its natural state.

D. "Mortgage" shall mean and include deeds of trust and mortgages.

E. "Owner" shall mean the party or parties other than Declarant owning fee title to any Building Site; provided, an Owner upon written notice to Declarant may assign all or part of its rights, but not duties, hereunder to Owner's tenant.

F. "Common Area" shall mean an area 30 feet from the curb of the roadway on to each Building Site, any common entry way signs at the roadway entrances to the property, and any landscaped islands in the roadways and any other areas or improvements designated by Declarant or the Architectural and Landscaping Review Committee.

ARTICLE III PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owner, tenant or occupant of any other Building Site within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous

wastes or substances (as defined by federal and/or Washington State laws or regulations) shall be transported to any Building Site for the purpose of disposal or storage for a period in excess of 90 days.

3.2 Performance Standards. Building Sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The Architectural and Landscaping Review Committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the Property.

ARTICLE IV REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications thereof have been approved by the Architectural and Landscaping Review Committee as more fully set forth in Article VI of these Covenants.

4.2 Setbacks. The Architectural and Landscaping Review Committee shall adopt, or determine on a case-by-case basis, the "setback" standards for each type of usage envisioned at Broadmoor Business Park. At a minimum all setbacks shall be 30 feet from the road or as prescribed by the zoning regulations contained in the Pasco Municipal Code, whichever is greater.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the Architectural and Landscaping Review Committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the Architectural and Landscaping Review Committee. No owner, tenant or employee of Owner or tenant shall place an unattended vehicle on the Building Site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a Building Site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the Architectural and Landscaping Review Committee.

4.5 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be sorted or permitted to remain on any Building Site

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outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the Architectural and Landscaping Review Committee.

4.6 Landscaping.

A. Approved Plan. All Building Sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural and Landscaping Review Committee prior to any development of each Building Site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the Architectural and Landscaping Review Committee. All plans must at a minimum include landscaping of a 10 foot width around the entire perimeter of the Building Site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscape Installation. All landscaping required hereunder, or otherwise to be provided on any Building Site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other Improvement to be constructed on the Building Site. If weather conditions do not allow timely completion then such Building Site Owner shall notify the Architectural and Landscaping Review Committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the Architectural and Landscaping Review Committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the Owner shall notify the Architectural and Landscaping Review Committee immediately upon such completion. If any Owner fails to undertake and complete its landscaping within the ninety (90) day period set forth above or any extension thereof, then either the Architectural and Landscaping Review Committee or Declarant at its option, after giving the Owner ten (10) days prior written notice, may undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If Declarant or the Architectural and Landscaping Review Committee shall undertake and complete such landscaping because of the failure of an Owner to complete the same, the costs of such landscaping shall be assessed against the Owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the Architectural and Landscaping Review Committee or Declarant to said Owner, then said assessment will constitute a lien on the Building Site and may be enforced as set forth in Article VIII, Paragraph 8.3, hereof.

C. Landscape Maintenance. Each Owner, tenant, or occupant of a Building Site shall be responsible for the landscape maintenance of its Building Site in a uniform, high quality, first-class manner, and it may contract to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance

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performed by such Owner, tenant or occupant, or its contractor is not in compliance with the landscaping maintenance standards established by the Architectural and Landscaping Review Committee and such landscape maintenance is not brought into compliance with such standards within thirty (30) days (or such longer period of time as designated by Declarant or the Architectural and Landscaping Review Committee, in their sole discretion) of the receipt of written notice from Declarant or said Committee setting forth the particulars of such noncompliance, then Declarant or the Architectural and Landscaping Review Committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the Building Site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by Declarant or the Architectural and Landscaping Review Committee (directly or through its landscape designer or other agent), shall be assessed against the Building Site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the Building Site enforceable pursuant to Article VIII, Paragraph 8.3, hereof.

4.7 Maintenance. Each Owner of a Building Site shall keep its Building, Improvements, and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police and fire requirements. Each Owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its Building Site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved Building Site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designated by the Architectural and Landscaping Review Committee.

B. Flashing, temporary, moveable, or moving signs shall not be permitted.

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the Architectural and Landscaping Review Committee before erection. All signs must be consistent with and complimentary to other signs located on the Property.

D. The provisions with respect to signs contained in this Article IV, Paragraph 4.8, shall not apply to signs identifying Broadmoor Business Park or to temporary signs related to the construction, sale or leasing of land or buildings in Broadmoor Business Park, provided, such temporary signs shall require the prior written approval of the Architectural and Landscaping Review Committee.

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4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformers and/or meters shall require the written approval of the Architectural and Landscaping Review Committee before installation. The Architectural and Landscaping Review Committee shall have the right to require any Owner to grant easements for utilities within the setback area of his Building Site for the benefit of other Owners.

4.10 On-Site Drainage. Each Building Site Owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in storm water runoff resulting from the placement of buildings and parking areas on Building Site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the Owner to the Architectural and Landscaping Review Committee for plans and specifications for any building as herein provided. The Architectural and Landscaping Review Committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaped areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each Building Site Owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than 10 feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the Property shall meet the standards as set forth in these Covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include automatic sprinkler systems which meet the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built upon the Property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior

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walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the Architectural and Landscaping Review Committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of brick, aggregate or masonry veneer, stucco, glass, or such other materials as are first approved in writing by the Architectural and Landscaping Review Committee. Notwithstanding any provisions contained herein to the contrary, the Architectural and Landscaping Review Committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the Building Site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these Covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

ARTICLE VI APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an Architectural and Landscaping Review Committee whose members shall be appointed by the Declarant. This Committee shall consist of three (3) members, one of which will be Declarant and one member of which shall be a licensed architect, land planner, or a person with building construction experience. Members of the Architectural and Landscaping Review Committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the Architectural and Landscaping Review Committee. In the event of any vacancies on the Architectural and Landscaping Review Committee, Declarant shall appoint replacement members, but if Declarant no longer owns fee title to 25% of the Property, then the Owners of the Building Sites shall elect the replacement members. Each Owner shall have one vote for each parcel owned. Any Owner may nominate a person for the position subject to election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining Committee members shall conduct the election and tabulate the results.

6.2 Required Approvals. No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications with respect thereto have been submitted to and approved in writing by the Architectural and Landscaping Review Committee showing the proposed Improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking areas and spaces, filling and grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by said Committee. All

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plans and specifications shall be submitted in manner and form satisfactory to the Architectural and Landscaping Review Committee and in writing over the signature of the Owner of the Building Site or the Owner's authorized agent. The Architectural and Landscaping Review Committee shall have the right to charge an Owner a reasonable fee, which shall be initially set at two hundred fifty dollars (\$250.00), for the review of original plans and specifications submitted to the Architectural and Landscaping Review Committee and a reasonable fee, which shall be initially set at one hundred dollars (\$100.00), for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an Owner with respect to such Owner's Building Site. Any change (whether at the Owner's initiative or to comply with code or permit requirements) shall require approval of the Architectural and Landscaping Review Committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of Building Site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of Improvements of neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these Covenants and the applicable zoning regulations as may be amended from time to time. The Architectural and Landscaping Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Upon disapproval by the Committee, the Owner shall not take any further action regarding the proposed Improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the Architectural and Landscaping Review Committee.

6.4 Review Period. If the Architectural Review and Landscaping Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the Architectural and Landscaping Review Committee. The Architectural and Landscaping Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the Committee.

6.5 No Liability. Neither the Architectural and Landscaping Review Committee, Declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these Covenants and/or to anyone submitting plans to them for approval, or to any Owner of land affected by these Covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

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ARTICLE VII
OWNERS ASSOCIATION

7.1 For the purpose of maintaining the Common Areas and all other common community services of every kind and nature required or desired within the Property, each and every Building Site Owner, in accepting a deed or contract for any Building Site, agrees and shall become a member of and be subject to the obligations and duly enacted By-Laws and rules of the Broadmoor Business Park Association, a non-profit corporation.

7.2 Each Building Site Owner agrees to pay annually a pro rata share of the cost to maintain the Common Areas, the costs and expenses of the Architectural and Landscaping Review Committee and to provide any other community services required or desired by the Owners. The Building Site Owner's assessment in this regard shall be due within thirty (30) days of mailing and may be enforced as set forth in Article VIII, Paragraph 8.3, hereof.

7.3 Each Building Site Owner hereby grants an easement across their Building Site to Broadmoor Business Park Association to enter upon and maintain all Common Areas described herein. Such easement is to be construed to allow reasonable access to the Common Areas and to allow reasonable maintenance and replacement of all landscaping and sprinkler systems located on such Common Areas.

ARTICLE VIII
ENFORCEMENT

8.1 Abatement and Suit. The Covenants, including all conditions, covenants, restrictions and reservations contained herein shall run with the land and be binding upon and inure to the benefit of Declarant and the Owners of every Building Site within the Property. These Covenants may be enforced as provided hereinafter by Declarant acting for itself, or by the Architectural and Landscaping Review Committee on behalf of all Owners. By acquiring an interest in the Property, each Owner irrevocably appoints Declarant (or the Architectural and Landscaping Review Committee if Declarant so designates) as the Owner's attorney-in-fact for enforcement and all other purposes. If Declarant and the Architectural and Landscaping Review Committee fail to take corrective action within thirty (30) days after an Owner notifies Declarant (or the Architectural and Landscaping Review Committee if Declarant so designates) in writing of a claimed violation of these Covenants, then (and only in that event) an Owner at his own cost and expense, may separately enforce these Covenants as hereinafter provided. Violation of any term or provision herein contained shall give Declarant and/or the Architectural and Landscaping Review Committee the following cumulative rights: to enter upon the portion of the Property wherein said violation exists and to summarily abate and remove at the expense of the Owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the Owner or Owners who have violated or are attempting to violate any of the terms and provisions of these Covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation.

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All costs of abatement, removal or remedying of the violation shall be assessed against the Building Site and failure to pay such assessment shall constitute a lien enforceable against the Building Site pursuant to Article VIII, Paragraph 8.3.

8.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant shall be applicable against ever such violation and may be exercised by Declarant and/or the Architectural and Landscaping Review Committee. In the event of any violation or the threatened violation of these Covenants or any part thereof, any person or entity, authorized to enforce these Covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a Court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these Covenants or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of Declarant and/or the Architectural and Landscaping Review Committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant and/or the Architectural and Landscaping Review Committee shall not be liable therefore.

8.3 Enforcement Assessments. The Owner of each building Site shall, within thirty (30) days after the date upon which a notice of assessment is made or delivered to such Owner, remit the amount of such assessment to Declarant or the Architectural and Landscaping Review Committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessments arising from completion of landscaping in accordance with Article IV, Paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said Owner's Building Site which was performed in accordance with Article IV, Paragraph 4.6C;

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VIII, Paragraph 8.1 above; and/or

D. Assessments arising from the Owners Association for the maintenance of Common Areas in accordance with Article VII, Paragraphs 7.1 and 7.2 above.

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Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve percent (12%) per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the Building Site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these Covenants, Declarant or the Architectural and Landscaping Review Committee shall prepare written notice (the "Notice") setting forth the amount of such unpaid assessment, the name of the Owner or the reputed Owner of the Building Site and a legal description of such Building Site. The Notice shall be signed by Declarant or a member of the Architectural and Landscaping Review Committee and shall be recorded in the office of the Clerk and Recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the Owner or reputed Owner of the Building Site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the Notice. Any such lien may be enforced by the foreclosure upon the Building Site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the Owner of the Building Site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the Notice as provided herein and in connection with the foreclosure. Declarant or any member of the Architectural and Landscaping Review Committee, as the case may be, shall have the power to bid on the Building Site being foreclosed. Declarant or the Architectural and Landscaping Review Committee shall notify any mortgagee of the Building Site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes its address in writing to Declarant or the Architectural and Landscaping Review Committee. Any mortgagee holding a lien on the Building Site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the Building Site for the amount paid with the same priority as the lien of Declarant or the Architectural and Landscaping Review Committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed Building Site which became due prior to such possession, but such mortgagee or purchaser will be liable for all assessments coming due after possession. All unpaid assessments against the foreclosed Building Site shall become a new assessment to be pro rata reassessed and paid by all other Building Site Owners, including the mortgagee or its purchaser.

The assessment amount against each Building Site also shall be the personal and individual debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

8.4 Certificate of Compliance. Upon written request of any Owner, mortgagee, prospective Owner, tenant or prospective tenant of a Building Site, and upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), Declarant or the Architectural and Landscaping Review Committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these Covenants, if any, and setting forth

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generally whether or not said Owner is in violation of any of the terms and conditions of these Covenants. The certificate shall be conclusive upon Declarant or the Architectural and Landscaping Review Committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by Declarant or the Architectural and Landscaping Review Committee within ten (10) days from the receipt of a written request therefor. If Declarant or the Architectural and Landscaping Review Committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the Building Site as to which the request was made and that said Building Site is in conformance with all of the terms and provisions of these Covenants.

ARTICLE IX

TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

9.1 Term. These Covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2044, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

9.2 Termination and Modification. This Declaration or any provision, covenant, condition, restriction, or reservation contained herein, may be terminated, extended or amended as to the whole of said Property or any portion thereof (i) by Declarant alone if it still owns fee title to any portion of the Property and/or (ii) by the prior written consent of the Owners of seventy-five percent (75%) of the Property subject to these Covenants; provided, no amendment shall impose more restrictive conditions than set out in Article IV of these Covenants as originally recorded; provided, further, no termination, extension, or amendment shall be effective prior to January 1, 2044 without the prior written approval of Declarant, unless Declarant shall relinquish such right of approval in writing prior to such date. Any properly approved termination, extension, or amendment shall be immediately effective upon recording of an instrument in writing, executed and acknowledged by Declarant or by the proper percentage of Owners (and by Declarant to the extent required herein), as applicable, in the office of the Clerk and Recorder of Franklin County, Washington (or other appropriate office for recording of real property records).

9.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned in whole or in part by Declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by Declarant herein. Upon such assignment, Declarant shall be relieved from all obligations and duties hereunder. Further, Declarant shall be relieved automatically from all obligations and duties hereunder upon Declarant's sale or other transfer of all its fee interest in the Property, whereupon the Architectural and Landscaping Review Committee shall exercise all rights, powers and duties of Declarant under these Covenants.

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ARTICLE X
MISCELLANEOUS

10.1 Partial Invalidity. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be severable and no other condition, covenant, restriction or reservation or term hereof shall be affected nor impaired thereby.

10.2 Owner's Liability Subsequent to Sale. Upon sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Building Site sold after the date of conveyance, but nothing herein shall relieve an Owner of any Building Site from liability for any assessments or other obligations incurred pursuant to these Covenants prior to such sale.

10.3 Benefits and Burdens. The terms and provisions contained in these Covenants shall bind and inure to the benefit of Declarant, the Owners of all Building Sites located within the Property, and their respective heirs, successors, personal representatives and assigns.

10.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Building Site Owner (1) to the address of the Building Site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the Building Site is not improved; or (3) if neither of the foregoing applies, then to the last known address of the Owner. If intended for Declarant, then to the address designated by the Declarant from time to time.

10.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these Covenants for any purpose relating to the interpretation or construction of these Covenants.

10.6 Applicable Law. These Covenants shall be construed and enforced in all respects under the Laws of the State of Washington.

10.7 Other Agreements and Declarations. Nothing in these Covenants shall modify or relieve any Owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreements affecting the Property or portions thereof which are recorded and/or entered into with an Owner.

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IN WITNESS WHEREOF, Metropolitan Mortgage & Securities Co., Inc. has executed this instrument the day and year first above written.

METROPOLITAN MORTGAGE & SECURITIES CO., INC.

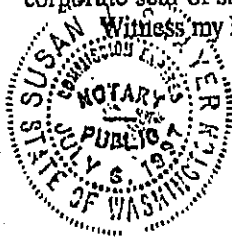
BY: C. Paul Sandifur, Jr.
C. PAUL SANDIFUR, JR., President

BY: Reuel Swanson
REUEL SWANSON, Secretary

STATE OF WASHINGTON)
County of Spokane) ss.

On this 6th day of October, 1994, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. Paul Sandifur, Jr. and Reuel Swanson, to me known to be the President and Secretary respectively, of METROPOLITAN MORTGAGE & SECURITIES CO., INC. the corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Susan J. Sawyer
Notary Public in and for the State of Washington
Residing at: Spokane
My commission expires: 7-6-97

514570

EXHIBIT "A"

The following described real property situated in Pasco, Franklin County, Washington to-wit:

A portion of the southwest quarter of Section 8, Township 9 North, Range 29 East, W.M., situated in the City of Pasco, Franklin County, Washington, being further described as follows:

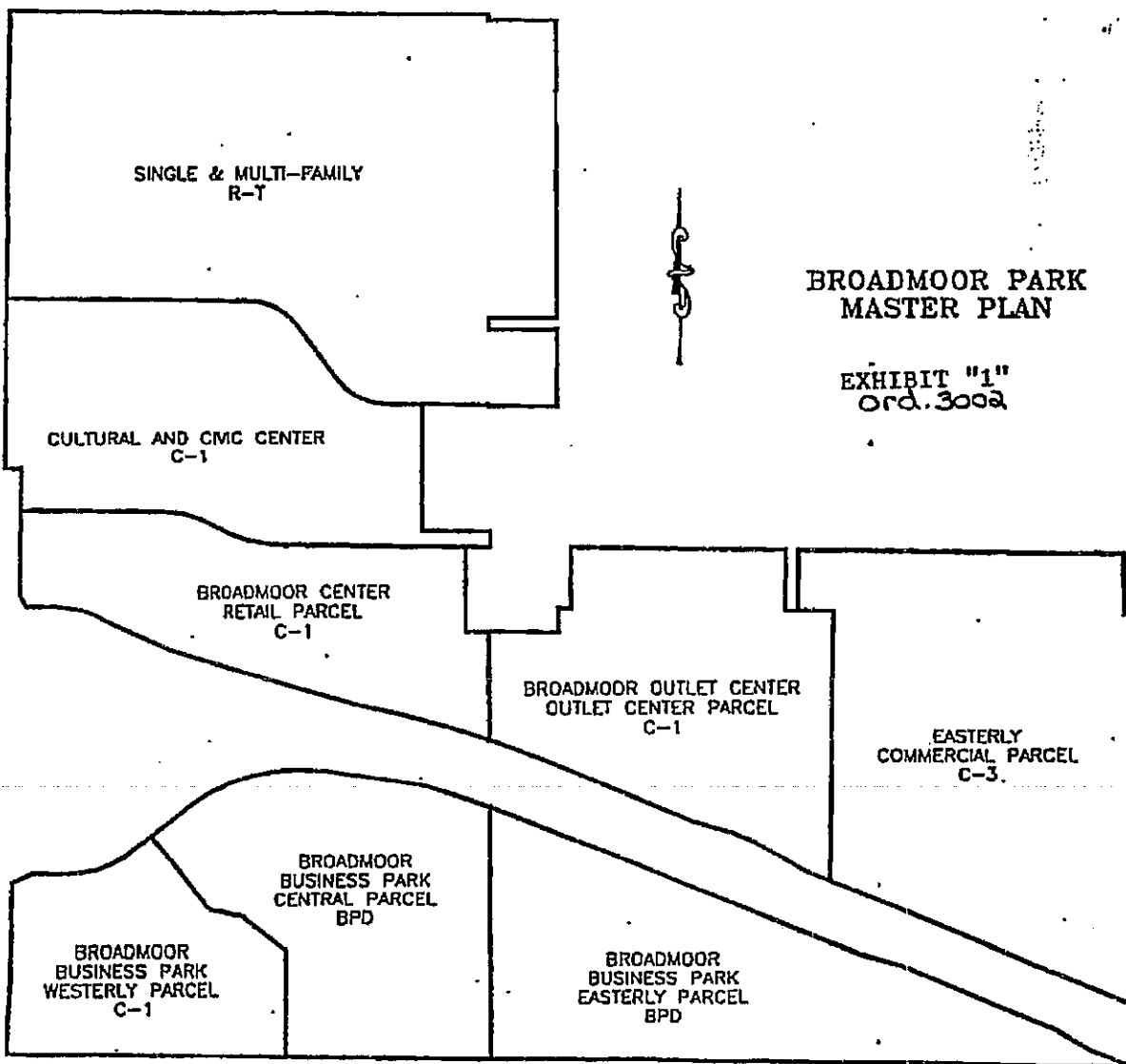
Beginning at the southwest corner of said Section 8; thence along the south line of said section S 88 degrees 56' 43" E, 50.00 feet to the True Point of Beginning; thence along the east right-of-way of Road 100 and the south right-of-way of Inter State Highway 182 the following seven (7) courses: (1) N 0 degrees 57' 45" E, 177.58 feet; (2) N 3 degrees 49' 29" E, 200.25 feet; (3) N 0 degrees 57' 45" E, 500.01 feet; (4) N 62 degrees 32' 56" E, 102.33 feet; (5) S 89 degrees 02' 15" E, 159.84 feet to the beginning of a tangent curve to the left having a radius of 475.00 feet; (6) 376.86 feet, along the arc, through a central angle of 45 degrees 27' 30"; (7) N 52 degrees 08' 01" E, 90.00 feet; thence leaving said right-of-way S 37 degrees 51' 59" E, 475.00 feet; thence S 80 degrees 02' 05" E, 171.01 feet; thence S 48 degrees 32' 23" E, 277.02 feet; thence S 1 degree 03' 17" W, 550.00 feet to a point on the south line of said Section 8; thence along said section line N 88 degrees 56' 43" W, 1345.00 feet to the True Point of Beginning. Containing 27.04 acres of land.

as depicted in the map attached and identified as the "Broadmoor Business Park Westerly Parcel, in Exhibit "1".

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EXHIBIT 1

514570



**BROADMOOR PARK
MASTER PLAN**

EXHIBIT "1"
Ord. 3002

