

When Recorded, Return to:

Michael D. Creer
 c/o Ken Garff Automotive Group
 405 South Main Street, #1200
 Salt Lake City, Utah 84111

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This Amendment to Declaration of Covenants, Conditions, Restrictions and Easements ("Amendment") is made and entered into as of this 15th day of June, 2007, by and between **GARFF-WARNER AUTOMOTIVE GROUP, LLC ("GWAG")**, a Utah limited liability company, **GARFF DODGE PROPERTY, INC. ("GDP")**, a Utah corporation and formerly known as S.U. Corporation, Inc., and **C&M INVESTMENTS, LTD. ("C&M")**, a Utah limited partnership. GWAG, GDP and C&M shall sometimes be referred to collectively, as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties are the current fee simple owners of all of the real property and improvements governed by that certain Declaration of Covenants, Conditions, Restrictions and Easements dated March 28, 1995, and recorded with the Salt Lake County Recorder on April 4, 1005, as Entry No. 6053818 in Book 7127 beginning at Page 1680 (the "Declaration"), against certain real property more particularly described on the attached Exhibit A, which is incorporated herein by this reference.

WHEREAS, the Parties now desire to amend and modify specific provisions in the Declaration upon the terms and conditions set forth below.

WHEREAS, the capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment and Modification of Section 5.2 of the Declaration. The Parties hereby amend and modify Section 5.2 of the Declaration, as well as any other applicable provision in the Declaration, to expressly permit any motor vehicle, truck, trailer, recreational vehicle and boat sales, leasing and display and all other activities directly related to such sales, leasing and display including, without limitation, the use of the Parcels as new and used automobile dealerships.

2. Effect on Declaration. Except as specifically amended and modified in this Amendment, the Declaration shall continue in full force and effect in accordance with its terms and conditions.

3. General Provisions.

10.1 Waiver. No covenant, term, obligation, or the default or breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of any covenant, term, obligation, or the default or breach thereof, shall not be deemed to be a waiver of any other covenant, term or obligation, nor of any preceding or succeeding breach of the same, or any other covenant, term or obligation.

10.2 Cumulative Remedies. All rights and remedies of the respective parties to this Amendment shall be cumulative and none shall exclude any other right or remedy allowed by law or in equity, and such rights may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

10.3 Entire Agreement. The Parties acknowledge and agree that this Amendment contains all of the agreements and understanding, oral or written, express or implied, existing on any of the subjects referred to herein.

10.4 Governing Law. The terms and provisions of this Sublease shall be interpreted in accordance with and governed by the laws of the State of Utah.

10.5 Attorneys' Fees. In the event of a default or breach hereunder by either Party, the non-breaching Party shall have the right to enforce the terms and provisions of this Amendment and the costs and expenses of such enforcement including, but not limited to, reasonable attorneys' fees shall be borne by the breaching Party and shall be payable upon demand, whether or not a lawsuit is commenced.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on or as of the day and year above first written.

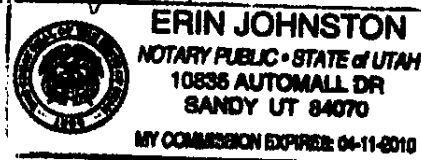
GARFF-WARNER AUTOMOTIVE GROUP, LLC

By: _____
Print Name: John K Garff
Title: COO

STATE OF UTAH)
 : ss
SALT LAKE COUNTY)

The foregoing instrument was acknowledged before me this 26 day of June, 2007, by John K Garff, the COO of Garff-Warner Automotive Group, LLC, on behalf of said company for its stated purpose.

Erin Johnston
Notary Public



C&M INVESTMENTS, LTD.

By: The Michael Henry Day Family Living Trust
Its: General Partner

By: Michael H Day
Michael H. Day, Trustee

By: Carolyn Day
Carolyn Day, Trustee

STATE OF UTAH)
 : ss
SALT LAKE COUNTY)

The foregoing instrument was acknowledged before me this 9 day of July, 2007, by Michael H. Day and Carolyn Day, the Trustees of The Michael Henry Day Family Living Trust, which is the General Partner of C&N Investments, Ltd., on behalf of said company for its stated purpose.

Calene R Hardy
Notary Public

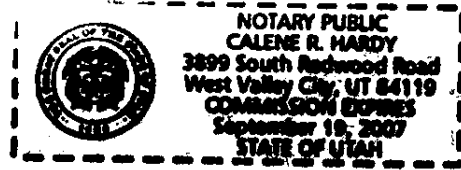


EXHIBIT A

(Legal Description of Property)

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(Legal Description of Property)

BEGINNING at a point on the South right of way line of 3500 South State Street, said point being South 89°56'54" West along the section line 515.00 feet and South 0°01'50" East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 0°01'50" East 295.00 feet; thence North 89°56'54" East 475.00 feet to the West right of way line of 4000 West Street; thence South 0°01'50" East along said West line 94.00 feet; thence South 89°56'54" West 290.00 feet; thence South 0°01'50" East 132.00 feet; thence South 89°56'54" West 40.00 feet; thence South 0°01'50" East 233.60 feet; thence North 89°56'54" East 330.00 feet to the West right of way line of 4000 West Street; thence South 0°01'50" East along said West line 195.39 feet to the Northeast corner of the Woodcove No. 1 Subdivision; thence South 89°58'10" West along the North line of the Woodcove No. 1 & No. 2 Subdivisions, 878.85 feet; thence North 0°01'50" West 200.75 feet; thence South 89°58'10" West 93.63 feet; thence North 0°00'06" East and along the West side of a brick building 258.20 feet; thence South 89°56'54" West 24.68 feet; thence North 0°01'50" West 312.68 feet; thence North 89°56'54" East 13.55 feet; thence North 0°02'11" West 178.00 feet to the South right of way line of 3500 South State Street; thence North 89°56'54" East along said South line 508.35 feet to the point of BEGINNING.

TOGETHER WITH any appurtenant Rights of Easement contained within that certain Agreement dated May 21, 1976 by and between Price-Granger Company, a limited partnership, and John Price and Marcia Price recorded June 29, 1976 as Entry No. 2829508 in Book 4250 at page 61 of Official Records.

TOGETHER WITH

PARCEL NO. 2:

BEGINNING at a point on the South right of way line of 3500 South Street, said point being South 89°56'54" West along the Section Line 1170.00 feet and South 0°01'50" East 40.00 feet from the Northeast Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°56'54" East along said South line 32.65 feet; thence South 0°02'11" East 178.00 feet; thence North 89°56'54" East 100.35 feet; thence South 0°01'50" East 312.68 feet; thence North 89°56'54" East 24.68 feet; thence South 0°00'06" West and along the West side of a brick building 258.20 feet; thence South 89°58'10" West 307.52 feet to the East right of way line (as constructed) of 4200 West Street; thence North 0°01'50" West along said West line 570.76 feet; thence North 89°56'54" East 150.00 feet; thence North 0°01'50" East 178.00 feet to the point of BEGINNING.

TOGETHER WITH

PARCEL NO. 3:

BEGINNING at a point on the East right of way line (as constructed) of 4000 West Street, said point being South 89°56'54" West along the Section Line 1320.00 feet and South 0°01'50" East 788.76 feet from the Northeast Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°58'10" East 401.15 feet; thence South 0°01'50" East 200.75 feet to the North line of the Woodcove No. 2 Subdivision; thence South 89°58'10" West 401.15 feet; thence North 0°01'50" West and along a portion of the said East line of 4000 West Street 200.75 feet to the point of BEGINNING.