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RELEASE OF RESTRICTIONS, PROTECTIVE
COVENANTS AND EASEMENT

THIS AGREEMENT, made this 9th day of August, 1967, between ZOIE L. MC LEAN SWIENTON, dealing with her separate property, LENA M. HAUGER, dealing with her separate property, CHARLES S. MANGIS and LIZZIE N. MANGIS, husband and wife, ORVILLE V. MANGIS, dealing with his separate property, WILLIAM S. JAMES and ELEANOR INEZ JAMES, husband and wife, LOUIS R. BUCKLEY and BETTY JEAN BUCKLEY, husband and wife, and LINDSAY M. WADDINGHAM and LORRAINE WADDINGHAM, husband and wife;

WITNESSETH:

WHEREAS, the parties to this agreement are purchasers of a portion of MANOR HAVEN ADDITION as per plat thereof recorded in Volume 5 of Plats, page 98, Office of County Auditor, County of Spokane, State of Washington, under conditional sales contract or are owners of a portion of MANOR HAVEN ADDITION as per plat thereof recorded in Volume 5 of plats, page 98, Office of County Auditor, County of Spokane, State of Washington, which parties represent the total ownership of all the property located in MANOR HAVEN ADDITION, and

WHEREAS, there is imposed upon the land situated in MANOR HAVEN ADDITION certain restrictions, protective covenants and easements which are imposed by dedication of the plat of MANOR HAVEN ADDITION, dated April 24, 1958, filed for record July 16, 1958, as Document No. 549939B and recorded in Volume 5 of Plats, page 98, Spokane County, Washington, by protective covenants filed for record August 1, 1958, as Document No. 553837B, and recorded in Book 69 of Miscellaneous, page 477, Spokane County, Washington, and by protective covenants filed for record February 20, 1964, as Document No. 997536B and recorded in Book 97 of Miscellaneous, page 5, Spokane County, Washington, and

WHEREAS, the parties to this agreement are desirous of releasing certain restrictions, protective covenants and easements.

NOW, THEREFORE, in consideration of the mutual advantages of the release and waiver of certain restrictions, protective covenants and easements and other consideration, the receipt whereof is hereby acknowledged, the parties to this agreement hereby waive and release all restrictions, protective covenants and easements on MANOR HAVEN ADDITION as set forth in Plat of MANOR HAVEN, dated April 24, 1958, filed for record July 16, 1958, as Document No. 549939B, and recorded in Volume 5 of Plats, page 98, Spokane County, Washington, and all restrictions, protective covenants and easements on MANOR HAVEN ADDITION as set forth in protective covenants filed for record August 1, 1958, as Document No. 553837B and recorded in Book 69 of Miscellaneous, page 477, Spokane County, Washington. The parties to this agreement further waive and release a portion of the restrictions, protective covenants and easements filed for record February 20, 1964, as Document No. 997536B and recorded in Book 97 of Miscellaneous, page 5, Spokane County, Washington, which restrictions, protective covenants provide as follows:

"I. Activities and standards.

(1) It is understood that Manor Haven has been platted and established for the purpose of maintaining an evangelical Protestant community. The conduct of every person thereon shall be in furtherance of such

purpose, particularly, no intoxicating liquors shall be kept, sold, given away, or used as beverages. Gambling and dancing prohibited.

(2) Householders will be expected to conform to a standard of Lord's Day department which would exclude construction or maintenance of buildings or grounds, except for emergencies involving matters of health or safety.

(3) The Conference may make other reasonable rules and regulations for the government of the community, which all will observe. No business shall be conducted within the plat except by written consent of the Board of Trustees, and no birds or animals, except household pets, may be kept.

(4) The covenants and restrictions herein expressed shall run with the land and inure to the benefit of and be binding upon all grantees, their successors and assigns and their tenants and guests.

"J. Moral Responsibilities.

(1) If any person or persons shall violate or attempt to violate any of such covenants or restrictions, it shall be lawful for any other person or persons owning any other lot or lots in the plat, or the dedicator or its successor, to prosecute any proceeding at law or in equity to prevent or terminate such violation, or to recover damages. If such proceedings shall find valid the violation, or attempted violation, of any of the covenants or restrictions, all pertinent legal costs, including attorney's fees shall become a lien on the lot or lots of the violator.

(2) Any of the covenants herein above contained may be modified or revoked by the dedicator upon the vote of two-thirds of the members at any meeting duly called for that purpose, and upon the filing of a certificate thereof;

and which easement follows:

Legal right to pass over and across the unplatted portion of Government lot 3, Section 31, Township 24 North, Range 41 East, W.M., for the purpose of lakeside recreation, AT ALL TIMES EXCEPT THOSE HOURS WHICH THE CONFERENCE, FROM TIME TO TIME, WILL DESIGNATE AND PROPERLY POST FOR LAKESIDE RECREATION FOR THEIR OWN CAMPING GROUPS AND FOR THOSE TO WHOM THE CONFERENCE MIGHT LEASE THE GROUNDS;

and that portion of the easement clause, paragraph which provides as follows:

(3) All activities and uses granted under the Easement shall be for the purpose only of passing to and from the lake shore, and at all times, shall be in accordance with the Conference's lakeside regulations and with current Camp rules.

IT IS HEREBY AGREED AND UNDERSTOOD that the aforesaid restrictions, protective covenants and easement are waived and released and the parties, their grantees, heirs and assigns, shall have the right and they hereby are granted the right to use their property in the same manner as though the aforesaid restrictions, protective covenants and easement had never been made. All other restric-

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tions, protective covenants and easements provided for in protective covenant agreement filed for record February 20, 1964, as Document No. 997536B and recorded in Book 97 of Miscellaneous, page 5, Spokane County, Washington, except as herein provided shall continued in force as if this instrument had never been executed.

IT WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.
