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2/26/69

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PROTECTIVE COVENANTS - MANOR HAVEN

A. Agreement - Each purchaser accepting a contract or deed for property in Manor Haven, referred to in this agreement, shall be deemed to covenant and agree with all the purchaser of other property therein, and with dedicator, Inland Empire Bible Conference Association, Inc., with respect to his property, subject to the following restrictions and conditions:

B. Building Regulations - Each lot in Manor Haven shall be used exclusively as a single residence lot. No structure, including any fence, shall be erected, placed or altered on any lot until the building plans, specifications and map showing locations of structure, have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the sub-division by dedicator, its successors in interest, or its designated representative, nor shall any trees be removed without such approval.

C. Building Time Schedule - Purchaser agrees that construction of a residence shall meet the following completion schedule:

- (1) Completion of exterior within 12 months of beginning of construction of any unit of a dwelling.
- (2) Completion of interior within 24 months of occupation; and
- (3) Completion of any detached auxiliary or service building, fence or other secondary construction within 9 months.

D. Minimum Ground Floor Areas

- (1) Lots 1 - 25, inclusive, in Block 1, and Lots 1 and 2, in Block 2, 1060 square feet;
- (2) Lots 3 - 10, inclusive, in Block 2; Lots 1 - 8, inclusive, and Lots 16 and 17 in Block 3; Lots 1 - 9, inclusive in Block 4, 900 square feet;
- (3) Lots 9 - 15, inclusive, in Block 3 and Lots 10 - 18, inclusive, in Block 4, 700 square feet;
- (4) Lots 1 - 15, inclusive, in Block 5, and Lots 1 - 18, inclusive, in Block 6, 500 square feet.

E. Trailer and Cabins

Dedicator's Board of Trustees may permit trailers and/or cabins on Blocks 5 and 6 of design and appearance to be approved by it.

F. Location of Residence

- (1) Front Yard - Not less than 25 feet from front street line.
- (2) Side Yard - Not less than 5 feet from lot line. No side yard is required from 70 feet and over from front street line. Or not less than 20 feet from side street line.
- (3) Rear Yard - No requirements.

G. Location of Accessory Buildings

- (1) Front Yard - Not less than 25 feet from front street line.
- (2) Side Yard - Not less than 5 feet from lot line. No side yard is required from 70 feet and over from front street line. Or not less than 20 feet from side street line.
- (3) Rear Yard - No requirements.

H. Improvements and Services

The Board of Trustees of dedicator may make reasonable provision for the improvement of streets and for sidewalks, water supply, sewers, fire protection and other necessary services, the cost to be assessed against the several lots in such reasonable amounts as the Board shall determine, except original installation of water and the grading and graveling of streets, which shall be at the dedicator's expense.

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 are prohibited.
- (2) Householders will be expected to conform to a standard of Lord's Day deportment 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.

K. Easement - Legal Right of Way

KNOW ALL MEN BY THESE PRESENTS that the Inland Empire Bible Conference Association, Inc., in consideration of the purchase of lots in Manor Haven, Clear Lake, Spokane County, Washington, gives and grants to each and every purchaser of a lot the following rights:

(1) Legal right of ingress and egress from Finney Street to the beach on Clear Lake on a strip described as follows: All that portion of Government Lot 3, Section 31, Township 24 North, Range 41 East, W.M., lying westerly of Finney Street as shown on the plat of Manor Haven and between the northerly line of Lot 4, Block 1, of said addition produced North 89°58' West and the southerly line of Lot 5, Block 1 of said addition produced South 81°22' West. Fencing or otherwise barricading this strip is prohibited.

(2) 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.

(3) All activities and uses granted under this 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.

(4) This Section "K-Easement" may be amended or modified only upon the vote of two-thirds of the members at any duly called meeting for that purpose AND upon written consent of all owners of Lots, and upon the filing of a certificate thereof.

IT IS HEREBY AGREED AND UNDERSTOOD that this Protective Covenant supercedes the prior Protective Covenant dated August 1, 1959 and recorded in Book 69 of Miscellaneous, Page 477, in The Spokane County Courthouse, Spokane, Washington. This Protective Covenant in fact nullifies said prior Protective Covenant.

In witness hereof the undersigned present title holders of contract purchasers of lots in Manor Haven, Spokane County, Washington hereby acknowledge familiarity and subscription to the above amended Protective Covenant and agree to comply with the same.

It is agreed that the benefits received by each of the undersigned, in subscribing to this Protective Covenant, is that of obtainint more liberal improvement regulations and specific legal access to the Clear Lake beach as set forth in Paragraphs C, D and K respectively.