

DECLARATION OF BEACH COVENANTS

The undersigned, being the owners or contract purchasers of the following described real property situated in Kitsap County, Washington:

- a) Lots 1 through 22, inclusive, Taree, according to Plat thereof recorded in Volume 13 of Plats, pages 57, 58 and 59, records of the Auditor of Kitsap County, Washington.
- b) Lots 1 through 39, inclusive, Taree No. 2, according to the Plat thereof recorded in Volume 13 of Plats, pages 69, 70 and 71, records of the Auditor of Kitsap County, Washington.
- c) That portion of the southeast quarter of the southeast quarter and of government lot 3, Section 35, Township 27 North, Range 2 East, W.M., in Kitsap County, Washington, lying westerly of County Road, as said road existed January 1, 1968; EXCEPT that road right-of-way conveyed to Kitsap County by deed recorded under Auditor's File No. 921946; EXCEPT Taree, according to the plat recorded in Volume 13 of Plats, pages 57 and 58 and 59, in Kitsap County, Washington; EXCEPT Taree No. 2, according to the plat thereof recorded in Volume 13 of Plats, pages 69, 70 and 71, in Kitsap County, Washington (hereafter to be platted Taree No. 3).

hereby declare the following covenants and agreements with respect to said property:

1. The owners of the lots of Taree, Taree No. 2, and Taree No. 3 (hereafter to be platted), (hereinafter referred to as the "lot owners"), shall own as tenants in common, and Taree, Inc., hereby conveys and quit claims to them as tenants in common, the flowing described property (which is hereinafter referred to as the "beach property"):

That portion of government lot 3, section 35, township 27 north, range 2 east, W.M., in Kitsap County, Washington, lying easterly of County Road right-of-way and northerly of following described line:

Beginning at a point on meander line of said government lot 3, distant north 49L13'31" west 100 feet from meander corner common to sections 35 and 36, said township and range, and running south 53L03'24" west 107.11 feet, more or less, to county road right-of-way; EXCEPT the north 50 feet thereof; and EXCEPT road; TOGETHER WITH tidelands of the second class adjoining. There shall be as many shares of undivided ownership of the beach property as there are lots in the three plats combined, one share for each lot, and all shares shall be equal.

2. The beach property shall be owned, improved, and maintained as a private community beach.
3. All taxes, assessments, and other charges imposed by any governmental unit on the beach property, and all costs of maintaining and improving the same, shall be paid by the lot owners in equal shares, and the share chargeable against each lot shall be a lien against such lot.
4. Decisions relating to the beach property shall be by resolution of the lot owners and shall be binding upon all lots and lot owners if consented by the owners of a majority of the lots. The lot owners may by resolution establish a beach maintenance commission, to be composed of such persons who are selected in such a manner as the resolution may provide, which shall have the authority to maintain and improve beach property, incur expenses, assess charges against the

lots, and in all other respect to exercise the powers of the lot owners with respect to the beach property.