

**ROAD MAINTENANCE AND USE AGREEMENT FOR NE ENETAI BEACH RD
BETWEEN THE ENETAI COMMUNITY COOPERATIVE, INC. AND
PROPERTY OWNERS IN THE ENETAI COMMUNITY**

[DATE]

THE PARTIES

This Road Maintenance and Use Agreement, effective this __ day of _____, 2022, and as defined below establishes a contractual relationship between the following Parties:

- A. The record title owners of the parcels of property shown on Exhibit A attached hereto, all of whom own property in the Enetai Community, as defined below, and share use or potentially could share use of a privately owned road known as NE Enetai Beach Rd in Kitsap County, Washington; and
- B. The Enetai Community Cooperative, Inc., a Non-Profit Corporation organized under the laws of the State of Washington, which is responsible for maintaining the majority of NE Enetai Beach Rd for Community benefit.

DEFINITIONS

The following defined terms are capitalized in this Agreement. When they appear, they have the meanings assigned to them below.

Agreement: This Road Maintenance and Use Agreement.

Cooperative: The Enetai Community Cooperative, Inc., a non-profit Corporation organized under the laws of the State of Washington.

“Cooperative Maintained Road” or “Road”: These terms are used interchangeably to refer to that portion of NE Enetai Beach Rd that is managed and maintained by the Cooperative, as shown on Exhibit B. The Privately Maintained Road, as defined below and shown on Exhibit B, is not part of the Cooperative Maintained Road/Road.

Cooperative Maintained Road Owners: Those individuals or entities who own any portion of the Cooperative Maintained Road.

“Enetai Community” or “Property Owners”: These terms are used interchangeably to refer collectively to those individuals and entities listed in Exhibit A.

Lot(s): This term refers collectively to the parcels over which the Road travels, as shown on Exhibit B.

Lower Road: That portion of the Road, commencing at the terminus of the Shared Road, as defined below, and running generally east and north to the terminus of the Cooperative Maintained Road, all as shown on Exhibit B.

Party or Parties: The Property Owners and the Cooperative.

Privately Maintained Road: Those portions of NE Enetai Beach Rd, including driveways that are historically maintained privately by their owners and that are not part of the Cooperative Maintained Road, as shown on Exhibit B.

Road Users: The Property Owners who use the Cooperative Maintained Road for ingress and egress to their property/properties in the Enetai Community.

Shared Road: That portion of the Road commencing at the entrance to the Road at Jacobsen Blvd. and terminating at the existing bridge located approximately six hundred feet from the entrance (see Exhibit B).

Upper Road: That portion of the Road running generally northerly from the bridge at the terminus of the Shared Road and then generally east and then south to the terminus of the Road (see Exhibit B).

PURPOSE STATEMENT

The Enetai Community has been served by the Road for decades. From the time the Road was originally constructed, through several expansions and years of maintenance by community members, the rights and responsibilities of Cooperative Maintained Road Owners, Road Users and the Cooperative relating to the Road have not been formally documented. The main purpose of this Agreement is to provide clarity and certainty as to the following:

- The rights and responsibilities of the Parties relating to the Road, including procedures to ensure that Road have safe and unencumbered access to their properties, that by majority vote Road Users control what Road maintenance is done, who maintains the

Road, how maintenance is performed, that Road damage is minimized and that desired Road maintenance costs are responsibly controlled.

- Road maintenance cost responsibilities of Road Users and the Cooperative, including a framework for establishing Road maintenance budgets, procedures for general maintenance, special projects and emergency Road maintenance, assessment sharing, responsibly controlling desired maintenance costs and collection procedures of delinquent Road maintenance assessments.
- The ability to potentially pre-empt legally mandated private road maintenance procedures that have been and could in the future be imposed by the Washington State Legislature or other governmental bodies having jurisdiction over the Enetai Community.
- The ability to enhance Enetai Community property values by providing Property Owners with an Agreement that is expected to satisfy lenders that require road maintenance agreements before providing financing for property sale transactions, thereby providing more flexibility for property sales.
- Indemnification by providing for appropriate indemnification to Cooperative Maintained Road Owners.
- Procedures to manage Road-related liabilities, promoting Road use behaviors that help limit the liability of the Cooperative Maintained Road Owners and the Cooperative, helping clarify expectations for drivers creating unsafe conditions on the Road associated with traveling faster than posted speed limits or other types of negligent or reckless driving, ensuring appropriate allocation of Road maintenance and use liability among the Parties and ensuring that the Cooperative is appropriately insured to the benefit of the Parties.
- Clarification of the Cooperative's responsibilities with respect to the Privately Maintained Roads, gates, culverts, bridges, and drainage systems, including defining the current general location of the Cooperative Maintained and Privately Maintained Roads.
- Dispute resolution process for issues related to the Road.

This Agreement does not concern or affect privately maintained roads or driveways within the Enetai Community as shown on Exhibit B beyond providing clarity of location and allowable access in emergency situations.

AGREEMENT

In consideration of the promises made below, the Parties hereby agree as follows:

I. PROPERTY SUBJECT TO THIS AGREEMENT

- A. The Road has been established across, over and/or through the Lots for the purpose of ingress to and egress from Property Owners' properties, for the construction, maintenance, and repair (including reconstruction) of utilities, and for the benefit and convenience of the Road Users, the Cooperative, Road Users' tenants, emergency personnel, delivery services, guests and others. The real property described in Exhibit A shall be subject to this Agreement.

- B. The rights, duties, liabilities and restrictions granted and created herein shall be binding on all Parties to this Agreement.

- C. All Road Users have express permission to use the Road in its current location and as shown on Exhibit B for vehicular, pedestrian and pet exercise purposes. Nothing in this Agreement shall limit or abridge pre-existing easements for use of the Road in its current location as shown on Exhibit B or elsewhere.

- D. The Parties acknowledge that this Agreement is applicable to the Road as shown on Exhibit B, which depicts the current configuration of the Road, which may or may not correspond to the recorded easements including, but not limited to, the easements shown in that certain agreement, dated September 11, 1955, recorded in the office of the Kitsap County Recorder as document number 631250, Volume 624, Page 221. This Agreement does not create or imply any easement across any parcels in the Enetai Community.

- E. The Parties agree that no Privately Maintained Road shall be used as a thoroughfare, and that any use of a Privately Maintained Road for vehicles, pedestrians or pets requires permission of the individual or entity owning that portion of the Privately Maintained Road. Property Owners may drive on a Privately Maintained Road in emergencies, to assist in emergency situations if the Cooperative Maintained Road is impassable or cannot be used safely, with the permission of the individual or entity who maintains the Privately Maintained Road.

II. RESPONSIBILITIES OF THE COOPERATIVE

- A. Management/Maintenance of the Road. One purpose of the Cooperative is to manage and maintain the Road. The Parties agree that the Cooperative shall continue to be responsible for managing, maintaining, repairing and improving the Road and that the Road Users shall share the cost of that management and maintenance in the manner set forth in this Agreement.
- B. No Responsibility for Privately Maintained Road. The Privately Maintained Road shown on Exhibit B is outside the scope of this Agreement and shall be solely maintained by the owner(s) of each portion of the Privately Maintained Road. The Cooperative has no responsibility or liability for managing, maintaining, repairing and/or improving any part of the Privately Maintained Road or private gates as shown on Exhibit B.
- C. Administration of this Agreement. The Cooperative shall be responsible for administering the provisions of this Agreement.
- D. Change of Management/Maintenance Entity. At any time, the Parties may agree by a super majority of 66% (*i.e.* 2/3) to engage a different person or entity to manage/maintain the Road. This decision may be made by email or at a meeting held in person or by remote technology, or a combination of both, providing that all Parties have received at least fourteen calendar days of advance notice of the meeting.

III. VOTING

For matters addressed in this Agreement, each Road User shall be entitled to cast one vote for each assessment that Road User pays. Each Road User shall designate one spokesperson who shall be entitled to vote on behalf of their property(s).

Votes may be cast in any reasonable manner, including in person, by email or other electronic transmission, telephone or telephonic conferencing, U.S mail, or by proxy. Attendance at meetings by remote conferencing platforms such as Zoom, or by telephone or telephonic conferencing, shall constitute attendance in person. For any vote by proxy, the proxy must be in writing and presented by the proxy recipient at the meeting. The proxy must identify the voter, the person to whom the proxy is given, the applicable issue(s), how the vote is to be cast on each issue, and authorization for the person holding the proxy to vote on the voter's behalf.

A quorum shall consist of 50% plus one of eligible voters who are present at a meeting or who vote by proxy. No issue can be voted upon unless a quorum is present or more than 50% of eligible voters vote by email, other electronic means or U.S. mail. No Road User shall be entitled to vote on any matter or be considered part of any quorum if in default of any obligation hereunder, including being delinquent in the payment of any assessment.

IV. USE, MAINTENANCE, AND REPAIR OF THE ROAD

- A. Road Location. That portion of the Road identified as “Cooperative Maintained Road” on Exhibit B shall be maintained within its present boundary or such other boundaries as may be agreed to by the Cooperative Maintained Road Owners.

- B. Road Maintenance Areas. The Road has three (3) distinct maintenance areas: The Shared Road, the Upper Road and the Lower Road, all as defined above, and as generally depicted on Exhibit B.

- C. Maintenance, Repairs and Improvements. Maintenance, repairs and improvements to the Road shall include without limitation such work as is reasonably necessary to maintain road surface(s), bridge and culvert supports, road edges and road drainage in good repair and to support safe use of the Road. Maintenance may also include the removal or stabilization of trees, plants or other environmental conditions that could or do impact Road integrity, safety, use or access.

- D. Non-Emergency Maintenance, Repairs or Improvements. The Cooperative’s Board of Directors shall present to the Road Users a proposal for standard maintenance, repair and improvements of the Road for the coming year at least once a year. The Board of Directors may make additional proposals for standard maintenance, repairs or improvements, as needed, at other times.

Road Users may also make proposals for non-emergency Road maintenance, repairs or improvements by submitting a Proposal for Work to the Board of Directors for evaluation and potential inclusion in the annual road maintenance budget. Each proposal shall describe the type of work proposed and the estimated cost of the work. The Board of Directors shall make a recommendation for or against each proposal received. The benefitting Road Users shall approve each proposal by a simple majority vote of greater than fifty percent (50%) of the Road Users entitled to vote (and excluding those in default from the total, per Article III herein). The benefitting Road Users shall pay an equal share of the costs of any approved proposal for maintenance, repairs or improvements.

- E. Emergency or Extraordinary Repair of Damage. In the event of unanticipated or extraordinary damage or impairment of access to or use of the Road requiring emergency repairs, the Cooperative's Board of Directors shall take immediate steps to repair the Road. The expense of such emergency repairs shall be apportioned among the benefiting Parties, provided that, to the extent emergency repairs are because of damage reasonably attributed to the deliberate or negligent acts of Property Owners, their tenants, invitees, or third parties, or to conditions emanating from a Party's property, the Cooperative shall make efforts to collect an equitable portion of repair expenses from such Parties, guests, or third parties.
- F. Efforts to Maximize Safety. The Cooperative shall make reasonable efforts to maximize safety on the Road from drivers who exceed the posted speed limit, drive unsafely or create damage or excessive dust. Posted speed limits have been and shall be established by a simple majority vote of the affected Cooperative Maintained Road Owners. The Cooperative does not promise or guarantee that funding, weather conditions or other circumstances will permit consistent control of dust. Damage to the Road or excessive dust caused by drivers who exceed the posted speed limit or drive unsafely will not be tolerated, in accord with the Community Road Usage Policy (attached hereto as Exhibit C).
- G. Road Blockages. In general, the Parties may only block or hinder the use of the Road in emergencies, to assist in an emergency situation, to perform Road maintenance, improvement or repair work or to perform work on a Property Owner's property. In the event any of the Parties needs to block or hinder access or use of the Road, those Parties shall give reasonable advance notice to all affected Road Users to the extent possible.
- H. Community Road Usage Policy. The Community Road Usage Policy established by the Cooperative's Board of Directors on February 13, 2020, as Corporate Rule #1 is hereby incorporated by reference in its entirety and made a part of this Agreement. This Rule is set forth on Exhibit C, attached hereto. In the case of any conflict between this Agreement and Corporate Rule #1, this Agreement shall have priority.
- I. Private Gates and Privately Maintained Roads. Private gates installed on any Privately Maintained Road shall be maintained by the individual or entity who owns the property on which the gate is located, unless that responsibility is delegated to and accepted by the Cooperative. In the interest of public safety, Enetai Community members and emergency, medical or public safety vehicles and personnel shall be allowed emergency passage through any such gate and across the owner's property

when alternative means of access or egress to Jacobsen Boulevard are impassable, or it would be dangerous to require an alternate route. The Cooperative shall use its best efforts to give notice as soon as possible to owners of the private gates and Privately Maintained Road(s) when alternate access to Jacobsen Boulevard is necessary. Passage by pedestrians or vehicles through these gates or across any Privately Maintained Road for any other purpose shall be solely at the discretion of the owners of the gate and any Privately Maintained Road desired to be crossed. Individuals seeking passage through these gates or across any Privately Maintained Road are responsible for obtaining prior permission of the owners of the gates and Privately Maintained Road(s).

- J. Bridge and Culvert Load Certifications. Bridge and culvert load certifications relating to the Road, as required by Central Kitsap Fire and Rescue, shall be coordinated by the Cooperative.
- K. Encroachments. The Road shall be kept clear of encroaching trees, shrubs, and branches sufficiently to allow fire tanker trucks or other emergency vehicles and unencumbered access to all properties along the Road. The owners of the Privately Maintained Roads are encouraged to maintain them so that they are clear of encroaching trees, shrubs and branches and have sufficient road integrity to allow emergency response vehicles to drive upon them.
- L. Obstructions. The Cooperative and Road Users shall remove any obstructions to vehicular or pedestrian traffic on the Road as expediently as possible and shall notify all affected Property Owners about the obstruction and the anticipated removal timing, immediately upon being made aware of the obstruction.
- M. Restoration of Road. Only a Cooperative Maintained Road Owner or Cooperative maintenance personnel may cut through or modify the Road surface or drainage system. Either party who cuts through or modifies the Road surface or drainage system shall coordinate the work with the other party. Following cuts through or modifications to the Road surface or drainage system, the Road or drainage system shall be returned to as good or better condition as it was prior to doing the work.
- N. Relocation of Portion of Road. Any Property Owner has the right to relocate the portion of the Road or drainage system owned by that Property Owner. The relocated portion of the Road or drainage system shall be in as good or better condition as it was prior to the relocation.

V. INDEMNIFICATION

Each Road User, in consideration for using the Road, shall defend, indemnify and hold Cooperative Maintained Road Owners harmless from any and all claims arising from negligence or deliberate wrongful acts affecting the Road whether by the Road User or the Road User's tenants, agents, contractors or invitees.

VI. COMMON EXPENSES AND ASSESSMENTS

A. Allocation of Costs and Budget. As set forth herein, the Road Users shall share the costs and expenses, including liability insurance, for maintaining the Road in good and appropriate condition to permit passage of such vehicular and pedestrian traffic as is reasonable, so that the Property Owners, their tenants and invitees may enjoy full and safe access to their Lots. The Road Users shall approve an annual budget for Road maintenance, repairs and improvements by a simple majority vote. Road sections are delineated on Exhibit B.

All Road Users who have one occupied dwelling, as defined in §WAC 18.10.040,¹ on their property, shall receive one assessment, allocated as follows:

1. The costs associated with managing and maintaining the Shared Road shall be paid in equal shares by all Road Users.
2. The costs associated with managing and maintaining the Upper Road shall be paid in equal shares by all Road Users whose properties are served by the Upper Road.
3. The costs associated with managing and maintaining the Lower Road shall be paid in equal shares by all Road Users whose properties are served by the Lower Road.

All Road Users who have more than one occupied dwelling on their property, as defined in WAC §18.10.040, shall be charged the same number of assessments as there are occupied dwellings. The assessments shall be allocated as stated in paragraphs 1 to 3 immediately above.

Property owners who own undeveloped property or whose property does not host an occupied dwelling shall not be charged a road assessment until such time as they commence construction on their property for a dwelling.

¹ WAC 18.10.040 defined dwelling as: "... a building or a portion thereof that contains living facilities including provisions for sleeping, eating, cooking and sanitation for not more than one family."

- B. Regular Assessments and Estimated Expenses. Not fewer than 30 calendar days prior to the Cooperative's annual meeting, or such other period or meeting as the Board of Directors may determine, the Board of Directors shall prepare a budget that estimates the regular annual maintenance, repair and improvement costs to be paid during the next year relating to the Road and shall determine the annual assessment to be paid by each Road User including reasonable reserves for contingencies. The Board of Directors shall take into account any expected income and any surplus available from the prior year's operating fund. The proposed budget and proposed assessments shall be sent to the Road Users along with notice of the Cooperative's annual meeting not less than 10 or more than 50 days before the annual meeting. Approval of the proposed road budget and assessments shall require a simple majority vote of the Road Users.
- C. Special Assessments. Special assessments may be required for capital improvements or unanticipated repairs. Special assessments shall be determined on a case-by-case basis and apportioned proportionally to the benefit to the affected Road Users. If the need for a special assessment arises, the Cooperative's Board of Directors shall make all reasonable efforts to notify the affected Road Users of the need for the special assessment, including a full explanation of the reason for and cost of the assessment in a non-emergency situation. The budget for the improvements or repairs shall be approved in advance of expenditure any time during the year by simple majority vote of the Road Users.
- D. Emergency Assessments. In the event of an emergency associated with damage to the Road or other circumstance, the Board of Directors may take actions to address the emergency and impose a special assessment on the affected Road Users. The Board of Directors shall notify the affected Road Users of the need for the special assessment as soon as reasonably possible. The affected Road Users shall pay their proportional share of the special assessment within thirty calendar days of receiving documentation of the reason for and cost of the actions and a request for payment.
- E. Payment by Road Users. All Road Users shall be obligated to pay their share of the regular annual assessment and any additional special or emergency assessments made pursuant to this Section to the Cooperative's Treasurer in the time and manner designated by the Board of Directors. No Road User may exempt itself or be exempted from the obligation to pay these assessments for any reason, including waiver of use or enjoyment of any of the Road, unless expressly approved by a simple majority vote of the other Road Users.

- F. Reserve Fund. The Cooperative shall maintain a reasonable reserve fund for the purpose of paying for emergency or unanticipated repairs or safety improvements that might be necessary to keep the Road unencumbered and safe. The minimum amount to be maintained at the beginning of each year shall be determined by a simple majority vote of the Road Users in attendance at an annual or special meeting of the Road Users.
- G. Insurance. The Cooperative shall maintain not less than \$5 million of general liability insurance, including coverage for Road-related risks.
- H. Damage to the Road. Notwithstanding anything to the contrary herein, if any Property Owner, Road User, tenant, invitee or service provider damages any part of the Road, including culverts, road drainage systems, and bridges, that Property Owner, Road User or tenant shall be solely liable for the cost and expense of repairing all damage and shall immediately restore the Road to the same condition it was in prior to the incurred damage, unless the cause of the damage was outside the control of the Property Owner, Road User, or tenant, as provided in paragraph I below.
- I. Costs Incurred Outside of Road User's Control. The cost of repairing any damage caused by an act of nature, or other circumstance that is outside the responsibility of any Property Owner, Road User, tenant or invitee shall be borne as follows:
1. If the damage occurs on the Upper Road, the costs shall be borne equally by all Road Users serviced by that portion of the Upper Road.
 2. If the damage occurs on the Lower Road, the costs shall be borne equally by all Road Users serviced by that portion of the Lower Road.
 3. If the damage occurs on the Shared Road, the costs shall be borne equally by all Road Users.
- J. Property Owner or Road User Liability. Each assessment for costs relating to the Road, as appropriate, shall be the joint and several obligations of the Road User(s) to which the same are assessed as of the time the assessment is due.
- K. Failure to Pay Assessments.
1. Collection procedure. When any assessment has not been paid by the due date, the delinquent party shall be given written notice of the delinquency plus any established late fee and shall have 30 days from the date of the written notice of

delinquency to pay the total delinquent amount, consisting of the unpaid assessment plus a late fee, if any. If the assessment is not paid within that 30-day period, the delinquent party shall be deemed in default and the following provisions shall apply.

2. Late Charges. The Board of the cooperative may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established rate, delinquent assessments shall bear interest from the date of delinquency at the lesser of twelve percent (12%) per annum or the maximum rate permitted under Washington law on the date on which the Assessments became delinquent.
3. Loss of Voting Rights. A Road User shall not be entitled to vote on any matter of the Cooperative if it is delinquent in any assessment, including any annual assessment or special assessment, hereunder, unless and until said assessment is paid in full together with any interest, late fees and attorneys' fees and costs.
4. Attorney's Fees. The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

VII. DISPUTE RESOLUTION

All reasonable efforts shall be made to resolve informally any dispute arising from this Agreement. If informal resolution efforts are unsuccessful, the dispute shall be submitted to a mediator agreed to and paid for in equal shares by the parties to the dispute. If mediation is unsuccessful, the dispute shall be decided in arbitration. The arbitrator shall be agreed to and initially paid for in equal shares by the parties to the dispute, except that the prevailing party shall be entitled to recover its costs of the arbitration. The results of the arbitration shall be binding on the parties to the dispute and shall not be appealable unless this restriction is prohibited by law. The foregoing requirement for mediation and arbitration shall not apply in emergency situations, in which case a party may seek preliminary and permanent injunctive relief in the Superior Court of Kitsap County for Washington State.

VIII. GOVERNING LAW; SEVERABILITY

This Agreement shall be governed by the laws of the State of Washington. If any provision

of this Agreement is declared invalid by any tribunal, the remaining provisions hereof shall not be affected thereby.

IX. NON-WAIVER AND ENFORCEABILITY

Each and all of the provisions in this Agreement shall be deemed and construed to be continuing. The failure to enforce one or more provisions and/or breaches in any instance and/or the failure to insist on the compliance with one and/or more provisions in any one instance, shall not be deemed a waiver of the right to insist on strict compliance in any other instance, or at any other time. No waiver of a breach of any provision in this Agreement shall be construed to be a waiver of any other breach of the same or other provisions. The provisions of this Agreement may be enforced by any of the Parties, individually or collectively. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

X. COUNTERPARTS, INTEGRATION & PRIOR AGREEMENTS

A. Counterparts. This Agreement may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all Parties had executed the same Agreement.

B. Integration and Prior Agreements. This Agreement constitutes a single, integrated contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express, or implied, between the Parties with respect to the subject matter hereof, except this Agreement. If any inconsistencies or conflicts exist between prior agreements and this Agreement, the terms of this Agreement shall control. The Parties acknowledge that none of the prior oral or written agreements between them relating to the subject matter of this Agreement shall have any force or effect whatsoever, except as and to the extent that such agreements have been incorporated in this Agreement.

XI. CAPTIONS

The captions appearing under the section designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit, amplify or modify the terms and provisions of this Agreement.

XII. AMENDMENT

The terms and conditions of this Agreement may be modified, amended, superseded, or otherwise changed by the written consent of seventy-five percent (75%) or more of the Parties to this Agreement.

XIII. SIGNATURES

The Parties represent that they have read this Agreement and fully understand all of its terms; that they have conferred with their attorneys, or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights that they have or may not have and sign this Agreement voluntarily, with full knowledge of any such rights.

Dated and effective the date first above written.

ENETAI COMMUNITY COOPERATIVE, INC.

By: Tracy L. Tibbals, President

ROAD USERS

Ruth E. Reese

Raymond Eriksen

Joanne Eriksen

Glen F. & Marialis J. Jurges Trust by Glen F. Jurges

Glen F. & Marialis J. Jurges Trust by Marialis J. Jurges
Road Maintenance and Use Agreement

John Dixon

Mary Anne Dixon AKA Maryanne Dixon

Mithra Sankrithi

Usha Sankrithi

Karla Benson

Rodger Benson

Jarred D. Crum

Courtney A. Green

BLOW Families LLC, a Washington limited liability company,
By Ted Davis, Manager

The Family Trust under the Last Will of Marshall Hatch, dated June 1, 2007
By David Gravenkemper, Co-Trustee

The Family Trust under the Last Will of Marshall Hatch, dated June 1, 2007
By Fred Ingham, Co-Trustee

James B. Warren Jr.

Charles B. Warren

Carey F. Loflin

Patricia A. Loflin

Thomas J. Kubisa Sharon J. Kubisa

Sharon J. Kubisa

Leeann Johnson

Marques Johnson

Leeann Johnson, on behalf of Shirley J. Lent

Enetai Legacy LLC, a Washington limited liability company,
By Tracy L. Tibbals, Manager

Scott Gunderson, on behalf of David A. Gunderson

Ryan A. Jensen

Maria R. Jensen

Mark A. Hightower

Jennifer Lynn Hightower

North Perry Avenue Water District, a Municipal Corporation, By
(name to be provided by North Perry)

Jason Ritter-Lopatowski

Gretchen Ritter-Lopatowski

Zhang Gui Yun (Angie)

James P. Watson

Tamara Smith

John C. Fisher

Shawna L. Epp

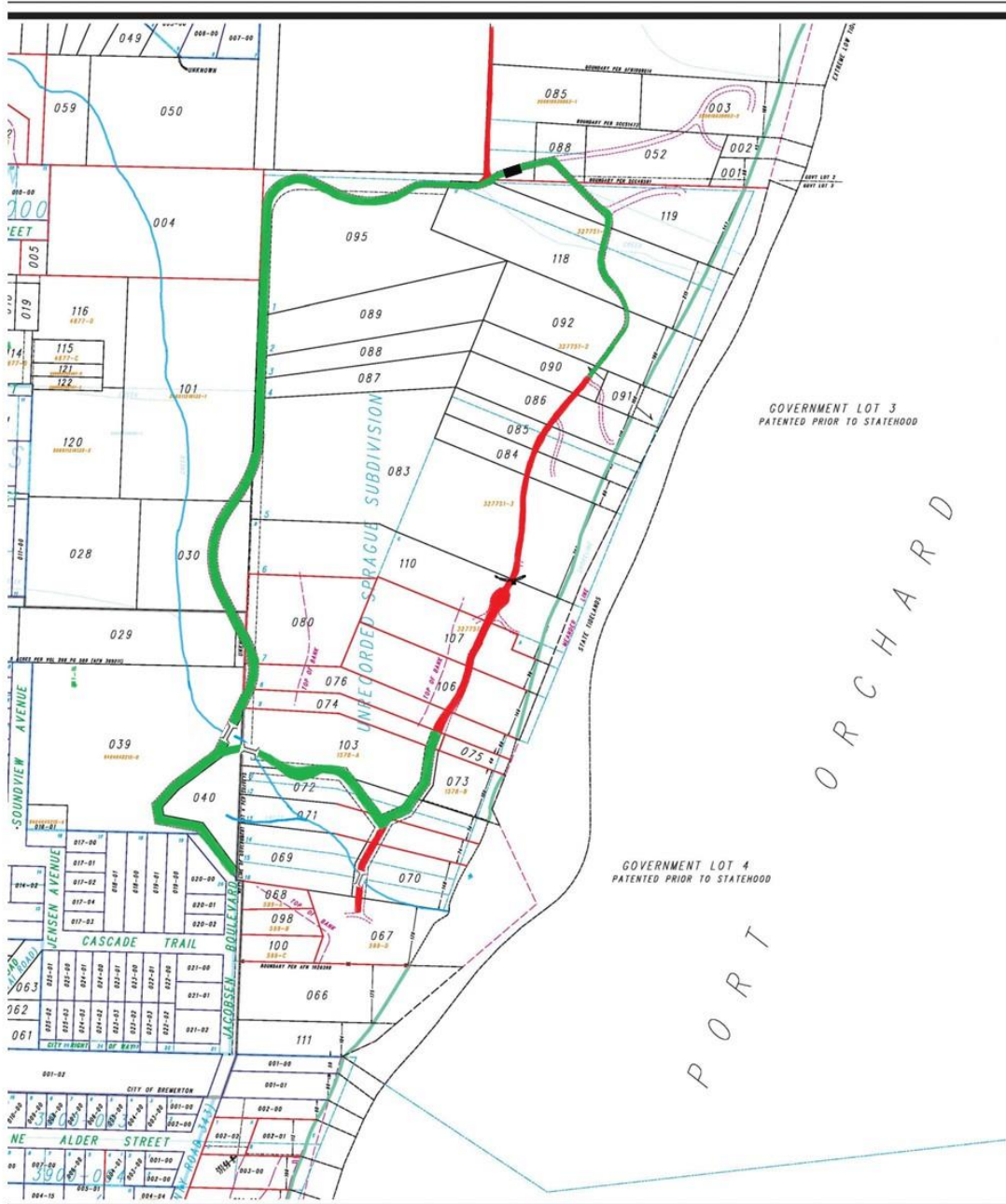
EXHIBIT A

Property Owners in the Enetai Community

| Property Owner | Kitsap County Parcel Number |
|---|---|
| Ruth E. Reese | 072402-4-067-2003 |
| Raymond Eriksen & Joanne Eriksen | 072402-3-070-2008 |
| Alan R. Beam | 072402-3-071-2007 |
| Glen F. & Marialis J. Jurges Trust | 072402-3-072-2006 072402-3-069-2001 072402-3-039-2008 072402-3-040-2005 |
| John Dixon & Mary Anne Dixon AKA Maryanne Dixon | 072402-3-073-2005 |
| Mithra Sankrithi & Usha Sankrithi | 072402-3-126-2002 072402-3-074-2004 072402-3-080-2006 |
| Karla & Rodger Benson | 072402-3-106-2006 |
| Jarred D. Crum & Courtney A. Green | 072402-3-107-2005 |
| BLOW Families LLC, a Washington limited liability company | 072402-3-110-2000 |
| David Gravenkemper & Fred Ingham, Co-Trustees of the Family Trust under the Last Will of Marshall Hatch, dated June 1, 2007 | 072402-3-083-2003 072402-3-091-2003 072402-3-090-2004 072402-3-087-2009 072402-3-088-2008 |
| James B. Warren Jr. & Charles B. Warren | 072402-3-084-2002 072402-3-085-2001 |
| Carey F. & Patricia A. Loflin | 072402-3-086-2000 |
| Enetai Legacy LLC, a Washington limited liability company | 072402-3-092-2002 072402-3-089-2007 |
| David A. Gunderson | 072402-3-118-2002 |
| Ryan A. Jensen & Maria R. Jensen | 072402-3-119-2001 |
| Sharon & Thomas Kubisa | 072402-2-001-2004 |
| Tom Kubisa & Sharon Kubisa | 072402-2-002-2003 |
| Thomas J. Kubisa & Sharon J. Kubisa | 072402-2-003-2002 |
| Thomas & Sharon Kubisa | 072402-2-085-2003 |
| Marques & Leeann Johnson | 072402-2-052-2002 |

| Property Owner | Kitsap County Parcel Number |
|--|-----------------------------|
| Shirley J. Lent c/o Leeann Johnson | 072402-2-088-2000 |
| Mark A. & Jennifer Lynn Hightower | 072402-3-095-2009 |
| Mark A. & Jennifer Hightower | 072402-3-103-2009 |
| North Perry Avenue Water District, a Municipal Corporation | 072402-3-004-2009 |
| Jason Ritter-Lopatowski & Gretchen Ritter-Lopatowski | 072402-3-101-2001 |
| Zhang Gui Yun (Angie) | 072402-3-030-2007 |
| James P. Watson & Tamara Smith | 072402-3-029-2000 |
| John C. Fisher & Shawna L. Epp | 072402-2-108-2006 |

EXHIBIT B



Enetai Community Road

N.E. Enetai Beach Road
Bremerton, WA 98310

Date: May 2020

Locations Approximate, not a survey

LEGEND:

- Cooperative Maintained Road
- Privately Maintained Road
- Structured Road
- Creek
- Bridge / Box Culvert
- Chain Gate — For emergency use only

EXHIBIT C
Enetai Community Cooperative, Inc.
Community Road Usage Policy
Corporate Rule #1
February 13, 2020

Current bylaws for the Enetai Community Cooperative, dated April 13, 2019, charge the Cooperative with the responsibility for maintaining and operating a Community private road system under the terms of a road maintenance agreement that is currently being developed. In the absence of the finalized agreement the following policy is hereby established to support the Cooperative's ability to provide safe and reliable ingress and egress to properties served by NE Enetai Beach Rd ("Road"). Ultimately a finalized Road Maintenance Agreement will supersede this Policy.

1. All property owners are responsible for the driving behavior of their residents and guests while driving on the Road.

2. A maximum speed limit of 10 mph has been established by the Cooperative for traffic on the Road. This limit is intended to encourage road safety and to minimize the wear and tear on the Road by vehicles using it. Drivers who are repeatedly observed speeding or driving in an unsafe manner by two (2) or more community members, causing excessive damage to the road surface or creating a safety risk to others will be formally advised to respect the speed limit. Repeat offenders will be subject to an appropriate financial penalty. That penalty shall be established by a majority vote of the Cooperative Board of Directors.

3. In the event of an accident on the Road, regardless of severity, the involved party shall immediately notify the Cooperative Road Committee Chairman and/or the Cooperative President that the event occurred, any road, drainage system or other property damage incurred, and the extent of any injuries sustained to affected pedestrians or vehicle occupants. Impacts on road safety or stability shall be identified quickly so immediate actions can be taken to protect Road users and to minimize repair costs. The Board or a designee shall notify owners of the portion of the Road where the accident occurred the extent of the accident as soon as it has been reported.

4. If applicable, property owners must ensure their tenants are aware of this policy and that they follow the notification protocol without exception. Lessors must provide the Cooperative Secretary with contact information for their lessees as soon as the lessees take occupancy of their property so that they can be contacted in a timely manner in the event of a road incident

or planned road maintenance program that will affect their road use. The Board encourages property owners who rent their properties to attach this policy to their leases and add language to the lease indicating that the tenant's signature indicates awareness and acceptance of this policy. Property owners who allow others to use their properties when the owners are not present are encouraged to provide this policy to their guests.

5. Repair of damage to the Road, the adjoining drainage system or other property as a result of an accident shall be the responsibility of the individual(s) who caused the damage. If the individual(s) causing the accident are not adequately insured or do not have the financial ability to pay for the damage, and if the responsible individual is a tenant or guest, visitor or invitee of a property owner in the Enetai Community, that property owner will be held responsible to pay for any damage not paid by the responsible party. Community budgets for Road maintenance do not include accident-related costs. Repairs shall be made to the extent approved by the Cooperative's Board of Directors, on recommendation of the Road Committee.

6. Posted weight limits for our bridges and culverts shall not be exceeded. Damage to these structures caused by excessive weight shall be the responsibility of the party causing the damage.

7. Road users shall report any observed road maintenance needs to the Road Committee Chairman as soon as they are aware of the need. This will facilitate timely attention to the issue.

8. Please be reminded that the community Road passes through many privately owned properties and that our shared use of the Road is enjoyed through the generosity of those property owners. As good neighbors we should make every effort to minimize the impacts of our Road usage on their safety, property values, and quality of life.

By a unanimous vote on February 13, 2020 the Enetai Community Cooperative Board of Directors formally approved this Corporate Rule #1 and authorized its distribution to all Enetai Community Members.