



Perry Neichoy <perry@pwn-mediate.com>

short plat application PLN50590

Perry Neichoy <perry@pwn-mediate.com>

Mon, Jan 29, 2018 at 10:47 AM

To: efairleigh@bainbridgewa.gov

Ellen,

In reviewing my comments dated 1/26/2018 I realized that my I mistakenly attached the wrong document for Exhibit #3. I would like to come by and upload the correct document so that the record will be accurate.

Thanks,

Perry

City of Bainbridge Island

JAN 29 2018

Planning and
Community Development



PACIFIC NW TITLE
City of Bainbridge Island

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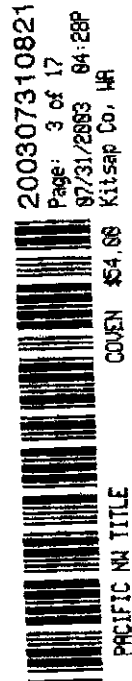
Planning and
Community Development

After Recording Return To:

Samson Family Land Co. LLC
149 Finch Place SW, Suite 4
Bainbridge Island, WA 98110

PWT 32062367

EXCISE TAX EXEMPT JAN 2 2002



**REVISED
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
[West Blakely Lot N]**

Grantor(s)/Grantees	Samson Family Land Co. L.L.C.
Legal Description:	Lot N of West Blakely BLA Recording #3194250 Sec. 3, T.24N, R.2E, W.M.
Additional Legal Description:	See Exhibit A of this document.
Assessor's Tax Parcel Nos:	032402-4-013-2000, 032402-4-014-2009, 032402- 4-015-2008, 032402-4-016-2007, 032402-4-017- 2006, 032402-4-018-2005, 032402-4-019-2004, 032402-4-020-2001, 032402-4-023-2008, 102402- 1-007-2005, 4164-011-001-0208, 102402-1-008- 2004

ARTICLE 1. PURPOSE AND DECLARATION

1.1 Property. Samson Family Land Company (Limited Liability Company) (Declarant"), owns certain real property located in the City of Bainbridge Island, Kitsap County, Washington, legally described in Exhibit A ("Property").

1.2 Submission to Declaration. Declarant hereby declares that the Property shall be held, used, transferred and conveyed subject to the restrictions, covenants,

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**Exhibit #3
Supplement**

3.2 Maintenance. Each Lot, the Improvements thereon and associated landscaping shall be maintained by the Owner thereof in a reasonably neat, clean and slightly condition at all times, shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris, and shall be free of activities or conditions which unreasonably interfere with the rights of other Owners to use and enjoy any part of the Property. All refuse shall be kept in sanitary closed containers screened from the view of any other Lot or any public right-of-way or private access easement, and the containers shall be emptied regularly and their contents disposed of off the Property.

3.3 Screening. Each Lot Owner shall screen from the view of any other Lot and any public right-of-way or private access easement, all conspicuous antennae and satellite reception dishes, refuse containers (as provided in Section 3.2 above) and the long-term (more than 72 hours) parking or storage of vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment, goods, materials or device.

3.4 Fences, Walls and Shrubs. Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, so long as such fences, walls or shrubs do not interfere with utility or other recorded easements. No barbed wire or corrugated fiberglass fences shall be erected on any Lot.

3.5 Temporary Residential Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, or other out buildings shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way or on any part of the Property may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located or the Owner that is otherwise responsible.

3.6 Building Setbacks. Setback requirements for all Residences, Improvements and other improvements shall meet City requirements. No Residence or other structure or building Improvement shall be located any nearer than forty feet (40') to the external boundaries of any Lot line, or seventy-five feet (75') from the centerline of any public or private roads (except Fort Street), except the setbacks for Residences and other structures or building Improvements on Lot B shall be twenty-five feet (25') from both the external lot boundaries and of the centerline of any public or private road. For the purpose of this Declaration, eaves, steps, chimneys and open porches shall not be considered as part of the Improvements excluded from a setback area.

3.7 Signs. Any signs permitted on the Property shall comply with applicable laws and ordinances.

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reservations, easements and conditions set forth in this Declaration. This Declaration is designed to protect and enhance the value, desirability and attractiveness of the Property.

ARTICLE 2. DEFINITIONS.

- 2.1 "CITY" means the City of Bainbridge Island.
- 2.2 "DECLARANT" means Samson Family Land Company (Limited Liability Company), a Washington limited liability company.
- 2.3 "IMPROVEMENT" means any Residence (including guest house, accessory living quarters or other dwelling unit), gazebo, barn, garage, driveway, fence, wall, gate, patio, shed, tennis or basketball or sport court, cabana, swimming pool or other recreational facility, any utility and storm water facilities, and any other building or structure of any type on any Lot.
- 2.4 "RESIDENCE" means an Improvement that is designed to be used for a personal residence.
- 2.5 "LOT" means each of the parcels legally described on Exhibit A (which initially consists of Parcels B, C, D, E, F1, G1, H, I, L1, M1, N and O and shown on Exhibit B, and subdivided or other legally segmented and alienable portions of such parcels.
- 2.6 "OWNER" means Samson Family Land Company L.L.C. and each subsequent record owner or contract purchaser, whether one or more persons or entities, of a fee simple interest to any Lot or Residence. Contract sellers and mortgagees or others having an interest in a Lot or Residence merely as security for performance of an obligation shall not be considered "Owners."
- 2.7 "PROPERTY" means all of the real property described in Exhibit A.

ARTICLE 3. LAND USE RESTRICTIONS

3.1 **Use Restrictions.** Each Lot shall be used solely for (i) private single-family residential purposes and (ii) related facilities normally accessory or incidental to a residential community and which is not precluded by the zoning applicable to the Lot. No Lot shall be short platted or subdivided without City approval. Each Residence shall be site built and no tent, trailer, modular or mobile home shall be used as a Residence. No Residence shall be constructed which exceeds three stories in height, exclusive of basement. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) in force at the commencement of the construction, including the latest revisions thereof.

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3.8 Animals. Animals may be kept on a Lot consistent with City laws and regulations. Animals shall not be kept or bred on a Lot for commercial purposes except to the extent allowed by City laws and regulation and so long as no noise, odor or other adverse impacts occurs on other Lots from such activities. All pens and enclosures shall be kept reasonably clean, odor free and screened from the view from other Lots, public rights-of-way and private access easements at all times.

3.9 Delegation of Use and Responsibilities. If an Owner rents or leases his Lot, the Owner shall deliver a copy of this Declaration to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing contractors, agents, guests and service personnel of the contents of this Declaration.

3.10 Vegetation Protection. Owners shall not remove trees with a trunk diameter of twelve inches (12") or greater, measured DBH (diameter breast height), within twenty-five feet (25') of any Lot line, except this restriction shall not apply to Lot B. Notwithstanding the foregoing, an Owner may remove dead trees or other hazardous vegetation, subject to compliance with any city laws and regulations. Owners shall not remove trees or other vegetation on their Lots except in compliance with applicable City laws and regulations.

ARTICLE 4. UTILITIES, DRAINAGE EASEMENTS

4.1 Utilities and Drainage Easements. Declarant and each Owner hereby grant, reserve and establish hereby-nonexclusive utility and drainage easements over the ten-foot (10') wide strip on each Lot lying parallel with and adjacent to any public or private street for the benefit of every other Owner, as needed to provide utility and drainage service to the Lots. Utilities include, but are not limited to, electric, telephone, gas, cable television service and water. Each Owner, and any utility purveyor authorized by any Owner, shall have the right to enter upon the easements over the Lots to install, maintain, repair and replace utility and drainage facilities to effectuate the purposes of the easements. Improvements shall be underground to the extent feasible. No Improvement, plantings, material, fill, or other substances or obstruction may be placed in the easements if it would interfere with any utility or drainage service or maintenance. Each Owner shall keep that portion of the drainage easement located on his/her Lot free of debris and functioning. Each Owner shall maintain in proper working order all storm drainage facilities on his/her Lot, which utilize the drainage facilities, located in the easements.

ARTICLE 5. GENERAL PROVISIONS

5.1 Enforcement. Declarant and each Owner shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, covenants and ease-

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ments now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or an Owner to enforce any right, duty, obligation or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of legal action to enforce this Declaration, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees and any other expenses of litigation.

5.2 Limitation of Liability. So long as Declarant acts in good faith without willful or intentional misconduct upon the basis of information reasonably obtained, Declarant shall have no liability to any Owner or other person for any of Declarant's action, omissions or errors under this Declaration.

5.3 Binding on Successors. The provisions of this Declaration shall run with the Property and apply to and bind the successors and assigns in interest and all parties having or acquiring any right, title or interest in the Property or any portion thereof.

5.4 Amendment. No amendment of this Declaration shall have a material adverse effect on any right of any Owner. After the Development Period, this Declaration may be amended by an instrument signed by Owners owning lots which are equal to or greater than 67% of the acreage comprising the Property. Any amendment must be recorded before it is effective. "Development Period" means the time during which the Declarant owns any portion of the Property or there are still improvements being constructed by Declarant on the Property, and the Development Period shall end at the earlier of: (a) sale of all of the Property to Owners other than Declarant; (b) notice from Declarant; or (c) twenty (20) years after the date of recording this Declaration.

5.5 Interpretation. Use of the singular herein shall include reference to the plural, and vice versa, and use of the masculine gender shall include reference to the feminine gender. The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration. The captions are not to be used in interpreting this Declaration.

5.6 Severability. The invalidation of any one of the provisions herein by judgment or court order shall not in any way affect any other provision, which shall remain in full force and effect.

DATED this 28 day of Dec, 2001.

DECLARANT:

Samson Family Land Company L.L.C.

By: Kelly Samson

Kelly Samson

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OWNERS:

Samson Family Land Company L.L.C.

By: Kelly Samson
Kelly Samson

ATTACHMENTS:

Exhibit A Legal Description of Property
Exhibit B Map of Property

ACKNOWLEDGMENT

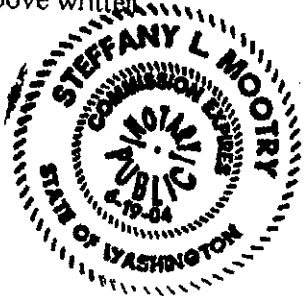
STATE OF WASHINGTON }

ss.

COUNTY OF KING

On this 28th day of December, 2001 before me, a Notary Public in and for the State of Washington, personally appeared Kelly Samson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Member of Samson Family Land Co. L.L.C., a Washington limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Steffany Mootry
NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton, WA
My appointment expires 12-19-04
Print Name Steffany L Mootry

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