

AFTER RECORDING MAIL TO:

Name Taft Stettinius & Hollister LLP
Address 200 Public Square, Suite 3500
City/State Cleveland, OH 44114
Attn: William M. Phillips, Esq.

Document Title(s): (or transactions contained herein)

1. Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions

Reference Number(s) of Documents assigned or released:

201406180127 & 201701300038

Grantor(s): (Last name first, then first name and initials)

1. VWA – Bainbridge Island, LLC

Grantee(s): (Last name first, then first name and initials)

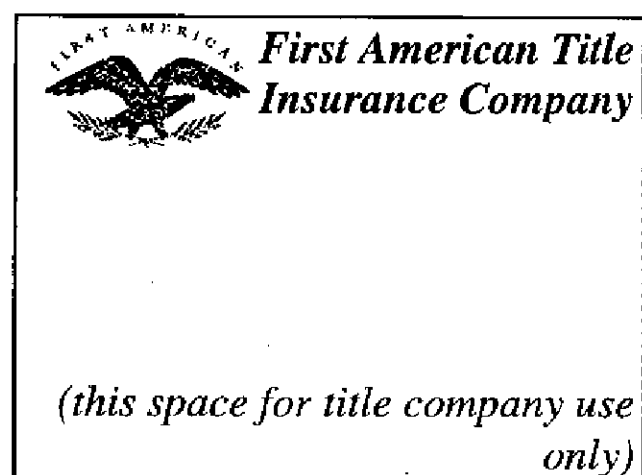
1. VWA – Bainbridge Island, LLC

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Resultant Lots C and E of the Visconsi Boundary Line Adjustment recorded 201406180124 & Resultant Lots A, B and D of the Visconsi II Boundary Line Adjustment rec. 20167270165
SEC 23 TWP 25N RGE 2E, SE

Assessor's Property Tax Parcel/Account Number(s):

@ 232502-3-08902006 & 232502-3-087-2008
232502-3-092-2001, 232502-3-093-2000, 232502-3-094-2009,



I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT OR THE ORIGINAL DOCUMENT.

**SECOND AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Second Amendment") is made and entered into this 23 day of OCTOBER, 2018 by VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company ("Declarant").

RECITALS

A. Declarant recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions on June 18, 2014 as Document No. 201406180127 in the Office of the County Recorder of Kitsap County, Washington, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions (the "together, Declaration") recorded on January 30, 2017, as Document No. 201701300038 in the Office of the County Recorder of Kitsap County, Washington.

B. Declarant, as "Landlord", entered into a Lease Agreement with Virginia Mason Medical Center ("Tenant"), dated November 30, 2015 (the "Lease") for the premises known as Reconfigured Lot 4 (the "Premises").

C. As permitted pursuant to Section 5.2 of the Declaration, the Declarant desires to amend the Declaration.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant hereby amends the Declaration as hereinafter set forth:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Declaration.

2. Amendment.

(a) Pursuant to Section 5.2(c) of the Declaration, the Declaration is hereby amended to impose on each of the Lots the following use restriction (the "New Use Restriction"): No Lot, other than Reconfigured Lot 4, shall be used for the primary purposes of medical offices. The New Restricted Use shall remain in full force and effect in accordance with its terms in accordance with the terms and conditions of Section 5.2(c) of the Declaration.

(b) Notwithstanding anything to the contrary set forth herein:

(i) The New Restricted Use shall not be applicable to the operation within the Project (or the provision of services related to) of a dental office, optometry/optical office or store, any diet and/or weight loss store or clinic, any physical therapy or chiropractic services (including without limitation the

provision of massage services), and/or the provision of consultation services with respect to physical fitness; and

(ii) The New Restricted Use shall be applicable to the KeyBank Lease and the Walgreen Lease to the extent set forth in Section 5.2(e) of the Declaration.

(c) The New Restricted Use shall be subject to enforcement by Declarant and/or Tenant in accordance with Section 5.2(f) of the Declaration.

3. Relationship to Lease. Nothing contained herein shall be deemed to effect or modify the respective rights or obligations of Declarant and/or Tenant under the Lease, including without limitation any terms and conditions of the Lease related to the New Restricted Use.

4. Miscellaneous.

(a) Except as set forth herein, the Declaration shall remain in full force and effect and unmodified hereby.

(b) The terms and conditions of this Second Amendment shall run with the land and create equitable servitudes in favor of the real property benefited and/or burdened thereby, and shall bind every person and entity having any fee, leasehold or other interest therein and shall inure to the benefit of each Owner and its respective successors, assigns, heirs, and/or personal representatives

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IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the date first written above.

VWA - BAINBRIDGE ISLAND, LLC,
an Ohio limited liability company

By: Dominic A. Visconti, Jr.
Name: Dominic A. Visconti, Jr.
Its: Manager

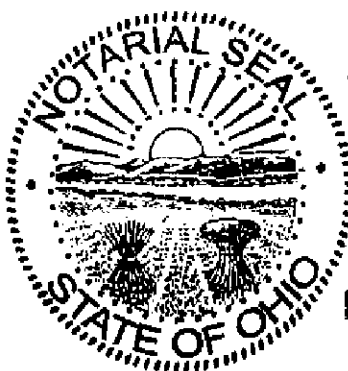
STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, a Notary Public, do hereby certify that Dominic A. Visconti, Jr. personally known to me to be the Manager of VWA – BAINBRIDGE ISLAND, LLC, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said limited liability company, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said limited liability company.

Given under my hand and notarial seal this 23rd day of October, 2018.

My commission expires:

Theresa Bales
Notary Public



THERESA M. BALES
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Gauga County
My Comm. Exp. 9/21/2020

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE CO.
AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO
ITS EXECUTION OR AS TO ITS EFFECT UPON TITLE.