

Foster Garvey PC  
Attention: Tacy K. Hass  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101

**PACIFIC NORTHWEST TITLE**  
Amended Covenants Rec Fee: \$ 109.50  
05/12/2021 01:47 PM  
Paul Andrews, Kitsap Co Auditor

**202105120250**

Page: 1 of 7

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AMENDMENT NO. 7 TO DECLARATION  
OF RESTRICTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR GROW COMMUNITY II

Grantor: Bainbridge Community Development LLC, a Washington limited  
liability company

Grantee: Bainbridge Community Development LLC, a Washington limited  
liability company; Grow Community II Neighborhood Association

Legal Description: NE ¼, SE ¼, Sec. 27, T. 25N, R. 2E, W.M.  
Official legal description on Exhibit A

Tax Parcel ID#: 5607-000-001-0005, 5607-000-002-0004, 5607-000-003-0003,  
5607-000-004-0002, 5607-000-005-0001, 5607-000-006-  
0000, 5607-000-007-0009, 5607-000-008-0008, 5607-009-  
0007, 5607-000-010-0004, 5607-000-011-0003, 5607-000-  
012-0002, 5607-000-013-0001, 5607-000-014-0000, 5607-  
000-015-0009, 5607-000-016-0008, 5607-000-017-0007,  
5607-000-018-0006, 5607-000-019-0005, 5607-000-020-  
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023-0009, 5607-000-024-0008, 5607-000-025-0007, 5607-  
000-026-0006, 5607-000-027-0005, 5607-000-028-0004,  
5607-000-029-0003, 5607-000-030-0000, 5607-000-031-  
0009, 5607-000-032-0008, 5607-000-033-0007, 5607-000-  
034-0006

Reference # 201506180146, 201608260039, 201608260040, 201608300030,  
201706010012, 201707030021, 201807100268

AMENDMENT NO. 7 TO DECLARATION  
OF  
RESTRICTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR  
GROW COMMUNITY II

This Amendment No. 7 to Declaration of Covenants, Conditions, Restrictinos and Easements for Grow Community II (this “Amendment No. 7”) is made as of this \_\_ day of February, 2021, by Bainbridge Community Development LLC, a Washington limited liability company (“Declarant”), as the developer of certain property known as Grow Community II, located in Bainbridge Island, Washington, as more particularaly described herein, and is approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association (“Association”).

RECITALS

**A.** Declarant owns certain real property in the City of Bainbridge Island, Kitsap County, Washington, which is being developed as an urban community commonly known as “Grow Community II”. Grow Community II consists of two phases: (i) Phase 1, “The Grove”; and (ii) Phase 2, “The Park”;

**B.** The Park has been partially developed to include (i) a common area tract; (ii) ten Townhomes over a garage (commonly known as “The Lilac”); and (iii) one multifamily building containing a total of 30 condominium units over a garage (commonly known as “The Sage, a condominium”);

**C.** The Declarant has decided to change the unbuilt portion of Phase 2 of Grow Community II, which consists of Lots 27-30 for townhomes known as The Meadows and Lot 31 for a multifamily building known as The Trillium. Declarant decided to change Lots 27-31 into lots for townhomes, although that could change during the design and development process and Lots 27-31 could still be developed as originally contemplated;

**D.** Whereas, the design and development of Lots 27-31 of the Grow Community II has been revised;

Accordingly, the Declarant amends the Grow Community II CCRs in order to revise Lots 27-31 of Phase 2 of the Grow Community II condominium such that these lots will contain 14 Townhomes rather than 22, and amends Exhibit D as attached hereto in order to reflect the amended common expense liability and voting for the remaining units within Grow Community II. Under rights reserved in the CCRs for Grow Community II, Declarant will be amending the plat to reflect any changes required.

The following provisions in the CCRs for Grow Community II are hereby amended by Declarant in accordance with Section 15.2:

1. The definition of “Garage Easements” in Article 1 is amended to read as follows:

“Garage Easement” means the Garage Maintenance and Easement Agreements for The Lilac, recorded under Kitsap County Auditor’s File No. 201702230066.

2. The definition of “Phase 2” in Article 1 is amended to read as follows:

“Phase 2” means the portion of the Plat now shown as Lots 4, 13-22, and 27-31 and Tract C of Grow Community II per plat recorded under Auditor’s File No. 201412100175, Kitsap County, Washington, in Volume 33 of Plats, pages 248-256, which is subject to change by Declarant.

3. The definition of “Podium” in Article 1 is amended to read as follows:

“Podium” means the concrete structure and foundations under The Lilac, which provides vehicular access to each Lot and within which the garage for each Townhome is located, as shown on the Garage Easement.

4. The term “Garage” is revised to mean the garage serving the lots in Phase 1, as described more fully in the Garage Easement and Maintenance Agreement.

5. The definition of the “Garage Easement and Maintenance Agreement” in Article 1 is revised to read as follows:

“Garage Easement and Maintenance Agreement” means the Amended and Restated Garage and Maintenance Agreement recorded under Kitsap County Auditor's No. 201506180145.


6. Exhibit D is amended to read as attached hereto.

This amendment is approved by the Declarant.

[Signature page to follow.]

BAINBRIDGE COMMUNITY  
DEVELOPMENT LLC, a Washington limited  
liability company

By

  
Its SECRETARY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Kitsap )

I certify that I know or have satisfactory evidence that Edmund Ellis is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Secretary of Bainbridge Community Development LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29<sup>th</sup> day of April, 2021.

  
(Signature of Notary)

Lydia Moore  
(Legibly Print or Stamp Name of Notary)



Notary public in and for the State of  
Washington, residing at Bainbridge Island  
My appointment expires May 02, 2023

EXHIBIT D  
GROW COMMUNITY II  
COMMON EXPENSE LIABILITY AND VOTING  
Phases 1 and 2

Lot	Residential Unit	Residential Living Area(s) <sup>1</sup>	Common Expense Liability <sup>2</sup>	Votes
1	A101	1,364	1.11	1
	A102	1,357	1.11	1
	A103	1,357	1.11	1
	A104	1,380	1.12	1
	A201	1,364	1.11	1
	A202	1,357	1.11	1
	A203	1,357	1.11	1
	A204	1,380	1.12	1
	A301	1,364	1.11	1
	A302	1,357	1.11	1
	A303	1,357	1.11	1
	A304	1,380	1.12	1
2	B101	1,382	1.13	1
	B102	1,363	1.11	1
	B103	1,357	1.11	1
	B104	1,363	1.11	1
	B201	1,382	1.13	1
	B202	1,363	1.11	1
	B203	1,357	1.11	1
	B204	1,363	1.11	1
	B301	1,382	1.13	1
	B302	1,363	1.11	1
	B303	1,357	1.11	1
	B304	1,363	1.11	1
3	D101	1,137	0.93	1
	D102	1,473	1.20	1
	D103	1,725	1.41	1
	D104	1,473	1.20	1
	D105	1,137	0.93	1
	D201	1,137	0.93	1
	D202	1,473	1.20	1
	D204	1,473	1.20	1
	D205	1,137	0.93	1
	D301	1,137	0.93	1
	D302	1,473	1.20	1
	D304	1,473	1.20	1
	D305	1,137	0.93	1
4	L101	1,135	0.92	1
	L102	1,474	1.20	1
	L103	1,135	0.92	1
	L104	1,474	1.20	1
	L105	1,135	0.92	1
	L106	1,474	1.20	1
	L201	1,135	0.92	1

	L202	1,474	1.20	1
	L203	1,135	0.92	1
	L204	1,474	1.20	1
	L205	1,135	0.92	1
	L206	1,474	1.20	1
	L301	1,135	0.92	1
	L302	1,474	1.20	1
	L303	1,135	0.92	1
	L304	1,474	1.20	1
	L305	1,135	0.92	1
	L306	1,474	1.20	1
5	C101	1,181	0.96	1
6	C102	1,179	0.96	1
7	C103	1,500	1.22	1
8	C104	1,500	1.22	1
9	C105	1,500	1.22	1
10	C106	1,500	1.22	1
11	C107	1,179	0.96	1
12	C108	1,181	0.96	1
13	K101	1,183	0.96	1
14	K102	1,183	0.96	1
15	K103	1,502	1.22	1
16	K104	1,502	1.22	1
17	K105	1,502	1.22	1
18	K106	1,502	1.22	1
19	K107	1,502	1.22	1
20	K108	1,502	1.22	1
21	K109	1,183	0.96	1
22	K110	1,183	0.96	1
23	E	1,577	1.28	1
24	F	1,577	1.28	1
25	G	1,577	1.28	1
26	H	1,577	1.28	1
27	M	1,841	1.51	1
28	N	1,759	1.44	1
29	O	1,759	1.44	1
30	P	1,759	1.44	1
31	Q	1,759	1.44	1
33	R	2,048	1.68	1
34	S	931	0.76	1
35	T	914	0.75	1
36	U	914	0.75	1
37	V	913	0.75	1
38	W	947	0.77	1
39	X	937	0.76	1
40	Y	927	0.76	1
41	Z	925	0.75	1
<b>TOTAL:</b>		<b>122,740</b>	<b>100.00</b>	<b>91.00</b>

<sup>1</sup> Subject to change upon completion of construction on Phase 2.

<sup>2</sup> Common Expense Liability is based on relative living area of Residential Unit(s) on each Lot; rounded to equal 100%; subject to change upon completion of construction of Phase 2.