

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

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "First Amendment") is made and entered into this 1st day of December, 2016 by VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company ("Declarant").

RECITALS

A. Declarant recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions (the "Declaration") on June 18, 2014 as Document No. 201406180127 in the Office of the County Recorder of Kitsap County, Washington.

B. As permitted pursuant to 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. Amendments.

(a) Declarant has reconfigured the boundary lines of each of Lots 3, 4, and 5, and pursuant to Section 1(q), has elected not to initially provide a separate Lot from original Lot 3 for the Storm Water Detention Lot. Each of the reconfigured Lots 3, 4, and 5 are described in Exhibit A attached hereto and made a part hereof and are shown on Exhibit B attached hereto and made a part hereof (the "Site Plan") (each, a "Reconfigured Lot", and collectively the "Reconfigured Lots").

(b) For all purposes under the Declaration, "Lot" and/or "Lots" shall mean and include original Lots 1 and 2, and the Reconfigured Lots for original Lots 3, 4, and 5.

(c) The Site Plan (Exhibit B) of the Declaration is hereby deleted and the Site Plan attached hereto and made a part hereof as Exhibit B substituted therefor.

(d) Notwithstanding anything to the contrary contained in the Declaration, with respect to the "Storm Water Detention Facilities" (i) there shall be no "Rain Garden Area" on Lot 4, and therefore "Storm Water Detention Facilities" shall not include such previously designated area, and (ii) notwithstanding Declarant's election not to designate a separate "Storm Water Detention Lot", the "Storm Water Detention Facilities" shall remain underground and within Reconfigured Lot 4 in the location shown on the Site Plan.

(e) For all purposes under the Declaration, the "Common Area" and the "Project Common Area" shall be as shown on the Site Plan attached hereto as Exhibit B.

(f) All rights and obligations set forth under the Declaration with respect to any Lots (including any Reconfigured Lots) shall remain in full force and effect with respect to all Lots, including all Reconfigured Lots (including without limitation signage rights with respect to the Monument Sign as set forth in Section 2.1(e) of the Declaration).

(g) Section 3.5(c) is hereby amended as follows:

(i) For all purposes under the Declaration, the total usable area within the Project shall be 6.50 acres; and

(ii) The total usable area within each Lot (including Reconfigured Lots 3-5), and the allocable share of the Project Common Area Costs of each Lot (including Reconfigured Lots 3-5), shall be as follows:

Lot	Total Usable Area (In Acres)	Allocable Share
1	0.69	10.62%
2	1.40	21.54%
3	1.10	16.92%
4	2.12	32.62%
5	1.19	18.30%
TOTAL:	6.50	100.00%

For such purposes, Exhibit E of the Declaration is hereby deleted and a new replacement Exhibit E substituted therefor as set forth in **Exhibit E** attached hereto and made a part hereof.

3. 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 First 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.

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

VWA - BAINBRIDGE ISLAND, LLC,

an Ohio limited liability company

By: Dan C. Visconsi Jr.

Its: Manager

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Dominic A. Visconsi Jr. of **VWA - Bainbridge Island, LLC**, an Ohio limited liability company, By: Visconsi Holding Company, Ltd., an Ohio limited liability company, its sole member, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation on behalf of said limited liability company, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such officer of such corporation and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of December, 2016.



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

Theresa M. Bales
Notary Public

My Commission Expires: 9/21/2020

EXHIBIT A

Legal Descriptions of Reconfigured Lots 3, 4, and 5

[See Attached]

LEGAL DESCRIPTION – LOT 3

Resultant Lot A of the Visconsi II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201607270165 and situated in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M. City of Bainbridge Island, Kitsap County, Washington.

LEGAL DESCRIPTION – LOT 4

Resultant Lot B of the Visconsi II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201607270165 and situated in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M. City of Bainbridge Island, Kitsap County, Washington.

LEGAL DESCRIPTION – LOT 5

Resultant Lot D of the Visconsi II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201607270165 and situated in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M. City of Bainbridge Island, Kitsap County, Washington.

EXHIBIT B

New Site Plan

[See Attached]

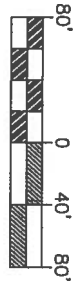
EXHIBIT E

Replacement Exhibit E

[See Attached]




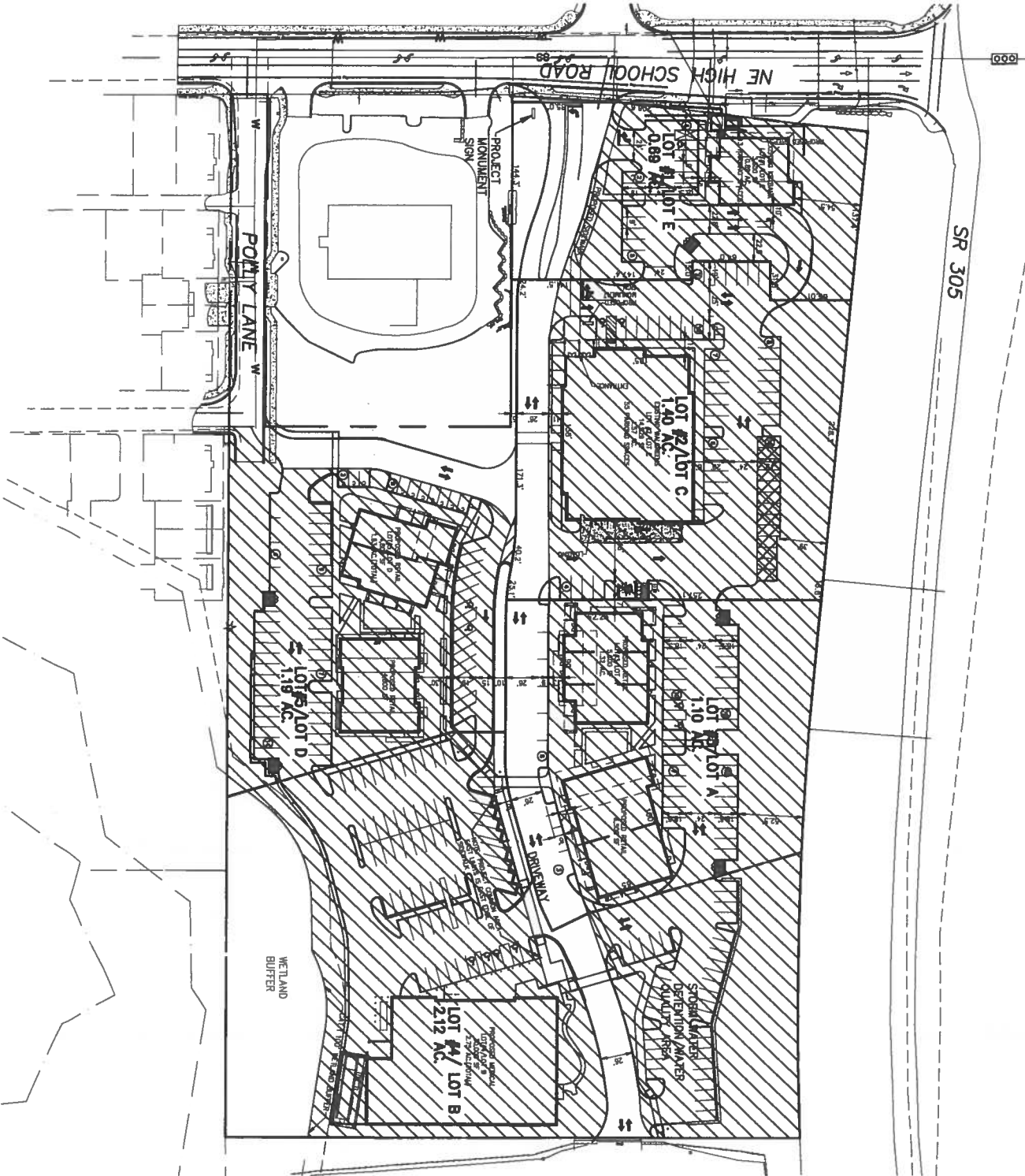
GRAPHIC SCALE



1 INCH = 80 FT.

USABLE AREA	
LOT A/LOT 3:	1.10 AC.
LOT B/LOT 4:	2.12 AC.
LOT C/LOT 2:	1.40 AC.
LOT D/LOT 5:	1.19 AC.
LOT E/LOT 1:	0.69 AC.
TOTAL:	6.50 AC.

 - USABLE AREA



DECLARATION
EXHIBIT E
NEC SR 305 & NE HIGH SCHOOL ROAD
BAINBRIDGE, WA

PROJECT No.:
DWG NAME: Boin_EX-34
DWG SCALE: 1"=80'
DRAWN BY: SBJ
CHECKED BY: SBJ
DATE DRAWN: 6/12/14
REVISION: 11/11/16
12/01/16

SHEET NO.
EXE