


Instrument # 871368

BONNER COUNTY, SANDPOINT, IDAHO
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Recorded for : SCOTT OLPIN
MICHAEL W ROSEDALE Fee: 19.00
Ex-Officio Recorder Deputy 
Index to: MISC

**THIRTEENTH SUPPLEMENTAL DECLARATION TO
DECLARATION OF CONDOMINIUM
OF
SEASONS AT SANDPOINT**

THIS THIRTEENTH SUPPLEMENTAL DECLARATION TO DECLARATION OF CONDOMINIUM OF SEASONS AT SANDPOINT is made and executed by BVG SANDPOINT LTD., a Florida limited partnership ("Declarant"), with reference to the following:

RECITALS

WHEREAS, Declarant has executed and filed that certain Declaration of Condominium of Seasons at Sandpoint recorded on July 13, 2004, as Instrument No. 654608, and re-recorded on September 10, 2004, as Instrument No. 659133, Official Records of Bonner County, Idaho (the "Declaration"), together with that certain First Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on October 6, 2004, as Instrument No. 661116, Official Records of Bonner County, Idaho, together with that certain Second Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on December 16, 2004, as Instrument No. 666363, Official Records of Bonner County, Idaho, together with that certain Third Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on February 15, 2006, as Instrument No. 698264, Official Records of Bonner County, Idaho, together with that certain Fourth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on July 18, 2006, as Instrument No. 708566, Official Records of Bonner County, Idaho, together with that certain Fifth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on April 5, 2007, as Instrument No. 726237, Official Records of Bonner County, Idaho, together with that certain Sixth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on June 8, 2007, as Instrument No. 730412, Official Records of Bonner County, Idaho, together with that certain Seventh Supplemental Declaration to Declaration of Condominium of Seasons as Sandpoint recorded on August 7, 2007, as Instrument No. 734645, Official Records of Bonner County, Idaho, together with that certain Eighth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on December 14, 2007, as Instrument No. 742785, Official Records of Bonner County, Idaho, together with that certain Ninth Supplemental Declaration to Declaration of Condominium of Seasons as Sandpoint recorded on May 4, 2009, as Instrument No. 771229, Official Records of Bonner County, Idaho, together with that certain Tenth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on May 13, 2010, as Instrument No. 792342, Official Records of Bonner County, Idaho, together with that certain Eleventh Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded July 12, 2011, as Instrument No. 812290, Official Records of Bonner County, Idaho, together with that certain Twelfth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded July 10, 2014, as Instrument No. 861594, Official Records of Bonner County, Idaho, with the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, the Eighth Supplemental Declaration, the Ninth Supplemental Declaration, the Tenth

Supplemental Declaration, the Eleventh Supplemental Declaration, the Twelfth Supplemental Declaration and this Thirteenth Supplemental Declaration hereinafter being referred to collectively as the "Supplemental Declarations";

WHEREAS, pursuant to Section 14(c) of the Declaration, during the time the Declarant has the right to elect a majority of the Board of Directors of the Association, the Declaration may be amended by the Declarant alone, without requiring the consent of any other party, to effect any change whatsoever;

WHEREAS, as of the date hereof, the Declarant has the right to elect a majority of the Board of Directors of the Association; and

NOW, THEREFORE the Declarant hereby amends the Declaration and the Supplemental Declarations as follows:

1. Rental Pool Program. Pursuant to Section 14(c) of the Declaration, Section 40 of the Declaration, as further amended by Section 7 of the Fourth Supplemental Declaration, and, as further amended by Section 6 of the Seventh Supplemental Declaration, is hereby deleted in its entirety and replaced with the following:

Rental Program. The lease with BVG Holdings at Seasons LLC allows it to lease a portion of the clubhouse for purposes of providing a rental program. The rental program will be non-mandatory and each Unit Owner would have the option, but not the obligation, to enter into a program that would offer the Units to the public consistent with the Declaration and in accordance with all applicable zoning restrictions. The rental program would be managed by BVG Holdings at Seasons LLC or by a third party selected by it. The rental program is completely voluntary and Unit Owners may rent their Units without having to participate in the rental program. The additional expenses to Unit owners associated with the use of the rental program would be charged only to the participating Unit Owners pursuant to the individual agreements and would not be included in the Common Expenses of the Condominium. Modifications to the Units may affect the eligibility for the rental program.

2. Storage Spaces. Pursuant to Section 14(c) of the Declaration, Section 3 (c) (iii) of the Declaration is hereby deleted in its entirety and replaced with the following:

(iii) Storage Spaces. Declarant hereby reserves the right to assign, with or without consideration, the exclusive right to use any storage space located within the Common Areas of the Condominium to one or more Condominium Units, whereupon the space so assigned shall be deemed a Limited Common Area of the Condominium Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County, but rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). After assignment to a Unit by the Declarant, a Unit Owner, may reassign the Limited Common Area storage space appurtenant to his Condominium Unit to another Condominium Unit by written instrument delivered to (and to be held by) the Association. The maintenance of any space so assigned, the fencing of such space,


as well as the insurance of its contents, shall be the sole responsibility of the Owner of the Condominium Unit(s) to which it is assigned. Declarant also reserves the right to assign, with or without consideration, the exclusive right to use any storage space to the Association or any third party manager who provides management or operational oversight of the Condominium Property or Common Areas consistent with the Declaration. Such assignment shall include all the same rights and responsibilities defined within this section for a Unit Owner, except that, such assignment shall not be made appurtenant to a specific Condominium Unit.

(Signature Line on Following Page)

In Witness hereof, the undersigned has executed this instrument this 25th day of March 2014.

DECLARANT:

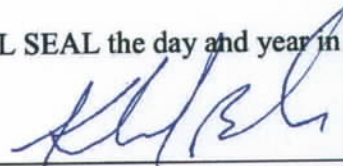
BVG Sandpoint, Ltd., a Florida limited Partnership


By: C. Jae Heinberg
Its: President

STATE OF Florida)
: ss
County of Hillsborough)

On this 25th day of March, 2015, before me personally appeared C. Jae Heinberg, to me known to be the President of BVG Sandpoint, Ltd., the limited partnership that signed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to sign the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.


Notary Public in and for the State of Florida
Residing at: Tampa
My commission expires: 2-25-16

