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TENTH SUPPLEMENTAL DECLARATION TO
DECLARATION OF CONDOMINIUM
OF
SEASONS AT SANDPOINT

FILED BY
Seasons
2010 MAY 13 P 3:40
177⁰⁰
MARIE SCOTT
BONNER COUNTY RECORDER

THIS TENTH SUPPLEMENTAL DECLARATION TO DECLARATION OF DEPUTY
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 as 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 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 and the Ninth 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; and

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

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

1. Modifications to Buildings 5 and 6 of Phase II. Pursuant to Section 4(d) and 7 of the Declaration, the Declarant hereby amends the Declaration as it pertains to Buildings 5 and 6 of Phase II as depicted in the Eighth Supplemental Declaration. Notwithstanding the depiction of Phase II on the Condominium Plat Map contained in Exhibit "A" to the Eighth Supplemental Declaration, the revised and amended Phase II shall include Buildings 5 and 6 as depicted and more particularly described on Exhibit "A" attached hereto and incorporated by this reference into this Tenth Supplemental Declaration. The inclusion of Buildings 5 and 6 in the revised and amended Phase II as depicted in Exhibit "A" pursuant to this Tenth Supplemental Declaration shall supercede the inclusion of Buildings 5 and 6 in Phase II according to the Eighth Supplemental Declaration. Section 4(a) of the Declaration regarding Phase II is also hereby amended consistent with the foregoing.

2. Voting Rights. Pursuant to Section 14(c) of the Declaration, Section 13(c) of the Declaration is hereby deleted in their entirety and replaced with the following:

c. Voting Rights. The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all Unit Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Condominium Unit or Condominium Lot owned.

CLASS B. The Class B member shall be the Declarant as defined in the Declaration. The Class B member shall be entitled to ten (10) votes for each Condominium Unit or Condominium Lot owned, plus ten (10) votes for each un-built Condominium Unit or Condominium Lot that may be added pursuant to the Declaration so long as said Condominium Units or Condominium Lots are added to the Declaration within seven (7) years of the date of recording the Declaration. The remainder of the Class B membership appurtenant to Condominium Units or Condominium Lots shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership appurtenant to Units,
- (2) On July 1, ~~2014~~, 2016, or
- (3) At such earlier time as determined by ~~Delearant~~ Declarant.

When more than one person holds an interest in any Condominium Unit or Condominium Lot, all such persons shall be members. The vote for such Condominium Unit or Condominium Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Condominium Unit or Condominium Lot. Fractional votes shall not be allowed. A Unit Owner or Unit Owners of a single Condominium Unit or Condominium Lot shall collectively be entitled to one (1) vote for that Condominium Unit or Condominium Lot, which vote shall be cast by the voting Unit Owner. If any Condominium Unit or Condominium Lot is owned by more than one person, other than a husband and wife, one of the Unit Owners of such Condominium Unit or Condominium Lot shall be designated, by a duly sworn certificate signed by all of the record Unit Owners of the Condominium Unit or Condominium Lot and filed with the Secretary of the Association, as the voting Unit Owner for that Condominium Unit or Condominium Lot. Failure by all Unit Owners of a Condominium Unit or Condominium Lot (except in the case of a husband and wife who are the sole Unit Owners of the Condominium Unit or Condominium Lot) to file such a sworn certificate with the Secretary prior to a Unit Owners' meeting shall result in depriving such Unit Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole Unit Owners of the Condominium Unit or Condominium Lot, they need not designate the voting Unit Owner and either of them appearing at a meeting of the Unit Owners may, if there is no objection from the other, cast the voting interest for that Condominium Unit or Condominium Lot. The appearance at any meeting of any co Unit Owner of a Condominium Unit or Condominium Lot shall constitute that Condominium Unit's or Condominium Lot's presence for the purpose of establishing a quorum, whether or not the co Unit Owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit or Condominium Lot may be designated as a voting Unit Owner for each Condominium Unit or Condominium Lot which he or it owns, and may cast one (1) vote for each such Condominium Unit or Condominium Lot. The vote applicable to any said ~~Condominium Unit~~ Condominium Unit or Condominium Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

3. Limited Common Areas: Determination of Maintenance Obligations. Pursuant to Section 14(c) of the Declaration, Section 17(b) of the Declaration is hereby amended to include the following subsections:

b. By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

i. All portions of the Condominium Unit or Condominium Lot, if any, except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and doors on the exterior of his Condominium Unit or Condominium Lot, and framing for same. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

ii. The HVAC systems exclusively serving the Unit Owner's Condominium Unit or Condominium Lot, whether inside or outside of his Condominium Unit or Condominium Lot.

iii. To the extent applicable, the Unit Owner's terrace areas, balconies, storage area and garage.

iv. Within the Unit Owner's Condominium Unit or Condominium Lot, all cabinets, electrical fixtures, appliances, water heaters, carpeting, other floor coverings and interior floor surfaces, wall and ceiling coverings and finishes, including the interior wall and ceiling surfaces, sheetrock, drapes, blinds and other window coverings and treatments, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit or Condominium Lot, as well as all personal property of the Unit Owner.

v. All tubing, wiring and pipes that only serve the individual Condominium Unit or Condominium Lot.

vi. With respect to all apertures of a Condominium Unit or Condominium Lot, the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be maintained and repaired by the Unit Owner.

vii. Declarant shall exercise its sole right and authority to impose additional maintenance and operation obligations on Unit Owners with respect to Limited Common Areas set forth in this Section 17(b) through the recording of a supplement to the Declaration. All maintenance obligations of the Association and Unit Owners with respect to the Limited Common Area established through the Declaration or supplement thereto may be further detailed and described by the Association through the publication of the Rules and Regulations.

viii. the maintenance obligations of Unit Owner(s) with respect to any other Limited Common Area, which is designated by Declarant prior to turnover of the Association, shall be established pursuant to a supplement to the Declaration.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association, and in all circumstances in accordance with the Community Wide Standards. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit Owner's Condominium Unit or Condominium Lot and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner or any portion of the Condominium Property.

No Unit Owner shall operate, maintain, repair or replace any portion of the Common Areas or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance or replacements, the responsibility for which is that of the Association.

Notwithstanding anything herein to the contrary, the cost and expense of any maintenance, repair or replacement of the Condominium Property necessitated by the negligence, misuse or neglect of a specific Unit Owner(s) shall be the sole responsibility of said Unit Owner(s).

4. Use Restrictions – Nightly Rentals. Pursuant to Section 14(c) of the Declaration, Section 22(z) of the Declaration is hereby deleted in their entirety and replaced with the following:

(z-) There are no restrictions on the sale of any Unit. Furthermore, subject to the terms and conditions of this Section, each Unit Owner shall have the absolute and unconditional right, subject to any applicable governmental restrictions, to rent and/or lease his, her or its Unit. ~~No portion of a Unit other than an entire Unit, may be rented.~~ for overnight occupancy, subject to the minimum night restrictions imposed in this Section. All leases, rentals or occupancy agreements shall be in writing, and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease or occupancy upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws, applicable rules and regulations and Exhibits thereto or other applicable provisions of any agreement, document or instrument governing the Condominium. Only entire Units may be leased or rented, and no Unit Owner may lease or rent or permit the lease or rental of less than the entire Unit at any one time. No individual rooms of ~~units~~Units may be rented. Regardless of whether or not expressed in any lease, or occupancy agreement the Unit Owner

shall be jointly and severally liable to the Association for the acts and omissions of his or hers tenant(s) or occupants which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. A Unit Owner within Buildings 1, 2, 3, 5, 6, 7 and 8 shall be permitted to lease its Unit as an overnight rental so long as only one (1) registered renter occupies and rents the Unit during any seven (7) day period. Notwithstanding the forgoing, the rental restriction imposed on Buildings 1, 2, 3, 5, 6, 7 and 8 shall not apply to Units owned by Unit Owners prior to the recording of this Tenth Supplemental Declaration nor shall the rental restriction apply to any future resales of such Units (the seven (7) night rental restriction imposed hereunder shall only apply to Units, in Buildings 1, 2, 3, 5, 6, 7 and 8 owned by the Declarant from and after the recording of this Tenth Supplemental Declaration). This Section shall also apply to subleases and assignments and renewals of leases, but the Developer shall be exempt from this Section. ~~No Unit may be rented for less than one (1) day.~~

5. Declarant Annexation Authority. Pursuant to Section 14(c) of the Declaration, Section 5(g) of the Declaration is hereby deleted in their entirety and replaced with the following:

~~(g. At any time prior to the submission to the Condominium Form of Ownership pursuant to Section 4 of this Declaration of that portion of the property depicted as Phase II, Phase III and Phase IV on the Condominium Plat Map,)~~

Declarant hereby reserves the right to de-annex from the project Phase IV and or Phase V as depicted on the Condominium Plat Map, or any portion thereof (herein referred to as de-annexable or de-annexed property) owned by Declarant or affiliates at the time of de-annexation from the project, and after de-annexation, the de-annexed property will not be included in the Condominium. The de-annexation of the de-annexable property, or portions thereof, from time to time, shall be effected by recording a Notice of De-Annexation or Supplemental Declaration particularly describing the real property to be de-annexed and removed from the project created by this Declaration, pursuant to the provisions of this Section 5.

Upon the recording of a Notice of De-Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall not apply to the de-annexed property; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the de-annexed property shall not be the applicable or a burden upon the de-annexed property.

By accepting a deed to a Condominium Unit or Condominium Lot within Seasons at Sandpoint, each Unit Owner shall be conclusively deemed to have waived any objections, or any present or future right to object, to the de-annexation of the de-annexable property, and to

any zoning application(s) filed by Declarant pertaining to the de-annexable property. Each Unit Owner further consents to the subdivision and development of such de-annexable property in accordance with applicable zoning ordinances then in force and effect and applicable to the de-annexable property, including such development as shall be required to provide access to the de-annexable property (including the lots subdivided therein) by the public right(s)-of-way within the subdivision, and the extension of utility facilities located within the subdivision to serve the de-annexed property (including the lots subdivided therein).

6. Common Expenses and Common Surplus. Pursuant to Section 14(c) of the Declaration, Section 11(a) of the Declaration is hereby deleted in their entirety and replaced with the following:

c. ~~_____a.~~ If and when the Declarant elects to submit additional phases to Condominium ownership, the percentage of the undivided ownership interest in the Common Surplus and in apportioning the Common Expenses appurtenant to each Unit of the prior phases shall be automatically adjusted and the new percentage of the undivided ownership interest in the Common Surplus and in apportioning the Common Expenses appurtenant to each Unit Condominium at that time shall be determined by dividing one by the total number of Units which have been submitted to the Condominium ownership. Thus, for example, if and when Phase II is added to the Condominium and assuming that Phase II will have thirty (30) Units, each Unit in Phase I and Phase II will have appurtenant to it a one sixtieth (1/60th) undivided ownership interest in the Common Surplus and in apportioning the Common Expenses. The adjusted fractional undivided ownership interest in the Common Surplus and in apportioning the Common Expenses attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium ownership pursuant to the Declaration. It is intended that this shall include all expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible; provided, however, as it relates to commencement and payment of a Unit's actual assessment obligations, Section 16 controls.

7. Declarant Non-Liability for Assessments on Unsold Units. Pursuant to Section 14(c) of the Declaration, Section 16(j) of the Declaration (improperly referred to Section 16(i) in the Declaration, which was the reference to the prior provision) of the Declaration is hereby deleted in their entirety and replaced with the following:

j. Assessments shall not commence with respect to any Unit until such time as the ~~Delearant~~Declarant has conveyed the Unit to an independent third party purchaser, and the Declarant shall not ~~be~~ liable for any assessments on Units it owns.

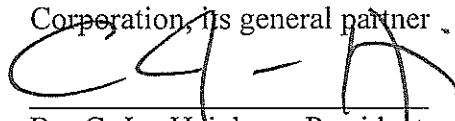
8. Ratification. In all other respects each of the terms and provisions of the Declaration and the Supplemental Declarations are hereby ratified and confirmed except as specifically amended herein.

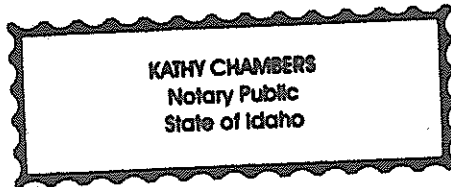
IN WITNESS WHEREOF, the undersigned have executed this instrument this 7th day of May, 2010.

DECLARANT:

BVG Sandpoint, Ltd., a Florida limited partnership

By: BVG Sandpoint, Inc., a Florida Corporation, its general partner.


By: C. Jae Heinberg, President

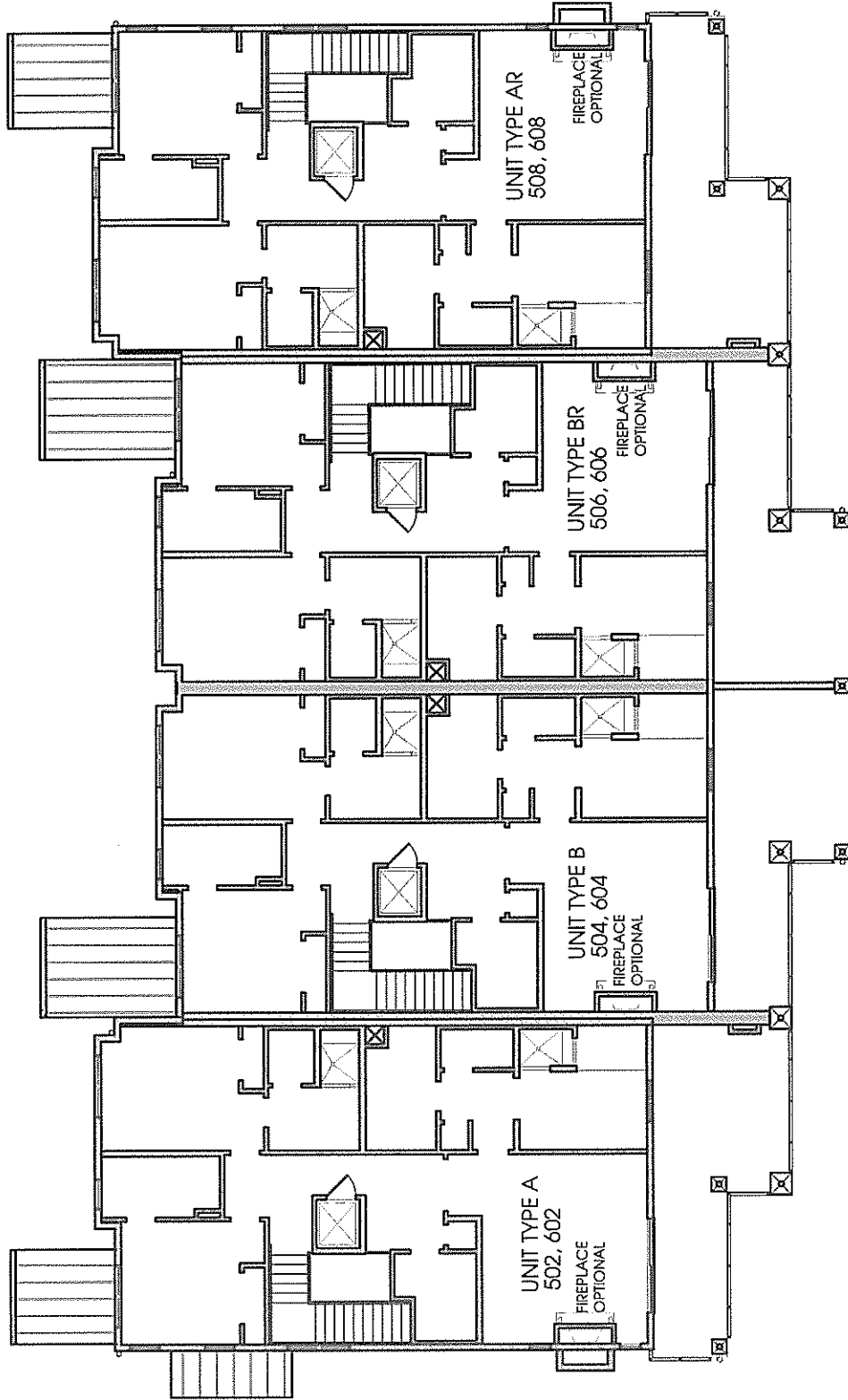


Kathy Chambers 5/13/10
Notary for Bonner County, Idaho
my notary expires 7/11/10.

EXHIBIT A

Phase II

Condominium Plat Map



BUILDINGS #05 & 06: TYPICAL 3RD FLOOR PLAN

1/16" = 1' - 0" WHEN PRINTED AT 8.5 X 11"



0' 8' 16'

EXHIBIT A:

PHASE II

SEASONS CONDO PLAT MAP

SEASONS AT SANDPOINT
SANDPOINT, IDAHO

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WALTON H. CHANCEY
& ASSOCIATES ARCHITECTS, P.A.

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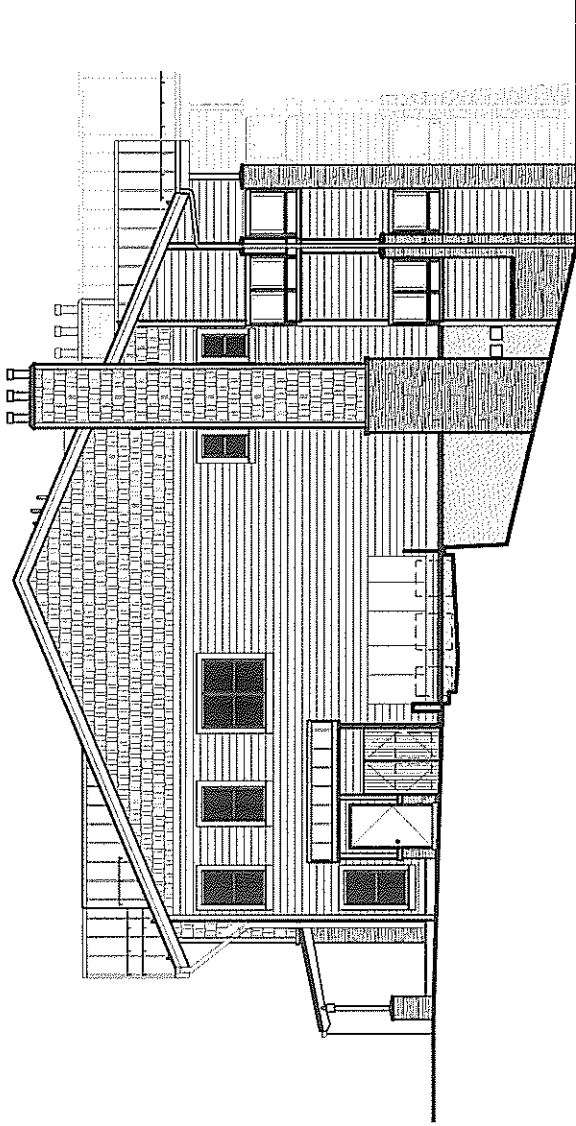
EXHIBIT A:

PHASE II

SEASONS CONDO PLAT MAP

SEASONS AT SANDPOINT
SANDPOINT, IDAHO

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BUILDINGS #05 & 06: TYPICAL SOUTH ELEVATION

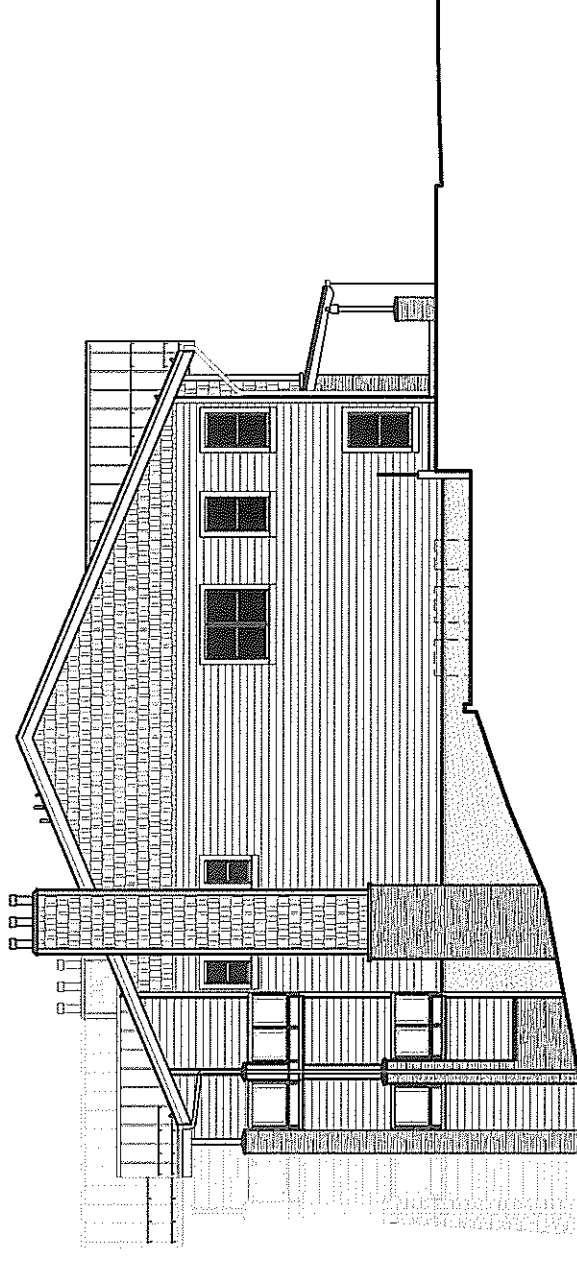
1/16" = 1' - 0" WHEN PRINTED AT 25 X 11"



Decommit is submitting this map only for the Property as shown on the Condominium Plat Map and described in the Supplemental Declaration to Condominium and Exhibit A to serve as the condominium form of use and ownership for the purposes of the Idaho Condominium Property Act, Title 35, Chapter 15, Idaho Code. Pursuant to the Declaration of Condominium, the Declaration has revised Phase II as originally described in the Declaration of Condominium, and these items consist of what is described in the Supplemental Declaration, Exhibit A and the Condominium Plat Map.



**WALTON H. CHANCEY
& ASSOCIATES ARCHITECTS, P.A.**
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BUILDINGS #05 & 06: TYPICAL NORTH ELEVATION



1/16" = 1' - 0" WHEN PRINTED AT 2.5 X 11"

EXHIBIT A:

PHASE II

SEASONS CONDO PLAT MAP

SEASONS AT SANDPOINT
SANDPOINT, IDAHO

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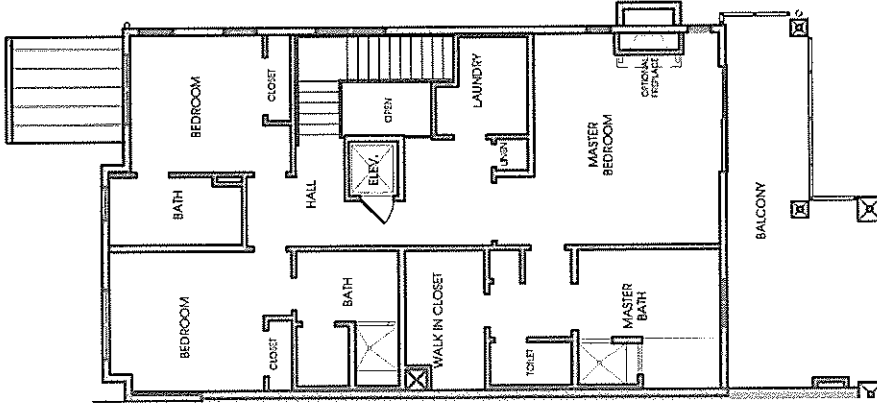


**WALTON H. CHANCEY
& ASSOCIATES ARCHITECTS, P.A.**

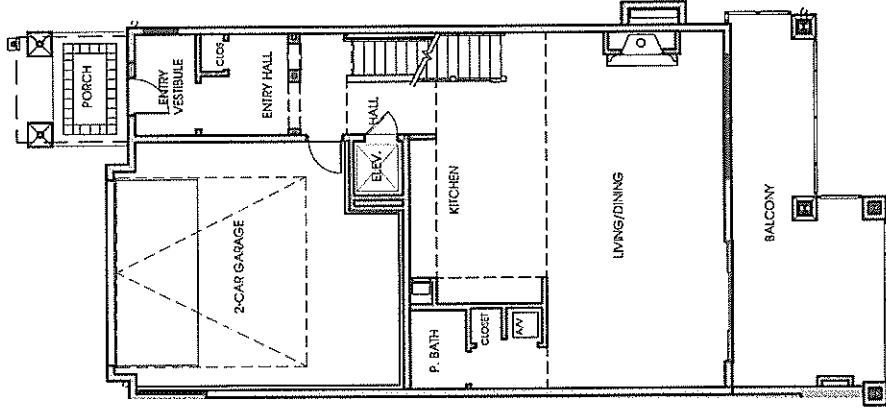
Printed: May 13, 2010

Declaration is submitted at this time only the Phase I Property as shown on the Condominium Plat Map and described in the Supplemental Declaration to Condominium and Exhibit A to same to the condominium form of use and ownership in the provisions of the Idaho Condominium Property Act, Title 55, Chapter 15, Idaho Code. Pursuant to the Declaration's rights under the Declaration of Condominium, the Declaration has revised Phase I as originally described in the Declaration of Condominium, and Phase II now consists of what is described in the Supplemental Declaration, Exhibit A and the Condominium Plat Map.

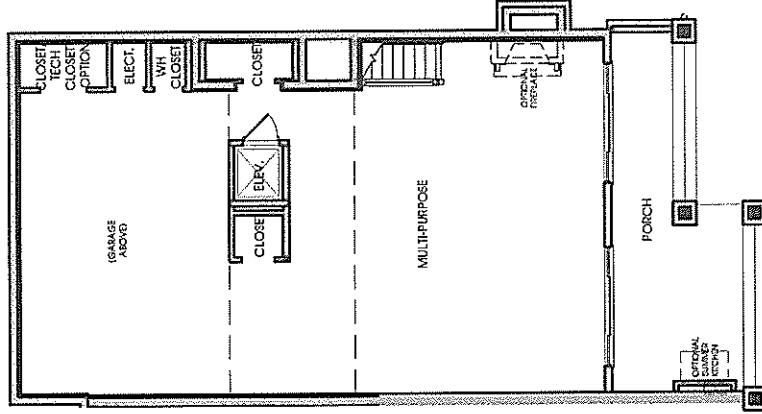
UPPER LEVEL (3RD)



ENTRY LEVEL (2ND)



BEACH LEVEL (1ST)



BUILDINGS # 05 & 06: UNIT TYPE AR

1/16" = 1' - 0" WHEN PRINTED AT 25 x 11



UNIT NUMBERS: 508, 608

UNIT TYPE AREAS:

INTERIOR CONDITIONED	4,169 S.F.
COVERED PORCHES	942 S.F.
HEATED STORAGE/GARAGE	553 S.F.
TOTAL	5,664 S.F.

EXHIBIT A:

PHASE II

SEASONS CONDO PLAT MAP

SEASONS AT SANDPOINT
SANDPOINT, IDAHO

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WALTON H. CHANCEY
& ASSOCIATES ARCHITECTS, P.A.
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