

Instrument # 906672
Bonner County, Sandpoint, Idaho
06/15/2017 04:11:52 PM No. of Pages: 7
Recorded for: FIRST AMERICAN TITLE - SANDPOINT
Michael W. Rosedale Fee: \$28.00
Ex-Officio Recorder Deputy rflaherty
Index to: MISC

File No.: 025988

Date: 6/15/17

AFTER RECORDING MAIL TO:

Document Type: Condo Dec

GRANTOR: _____

GRANTEE: _____

LENDER: _____

675988-5

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

THIS FOURTEENTH 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 at 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. 742485, Official Records of Bonner County, Idaho, together with that certain Ninth Supplemental Declaration to Declaration of Condominium of Seasons at 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 on 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 on July 10, 2014, as Instrument No. 861594, Official Records of Bonner County, Idaho, together with that certain Thirteenth Supplemental Declaration to Declaration of Condominium of Seasons at Sandpoint recorded on March 26, 2015, as Instrument No. 871368, 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 Eight Supplemental Declaration, the Ninth Supplemental Declaration, the Tenth Supplemental Declaration, the Eleventh Supplemental Declaration, the Twelfth Supplemental Declaration, the Thirteenth Supplemental Declaration and this Fourteenth Supplemental Declaration hereinafter being referred to collectively as the "Supplemental Declarations";

WHEREAS, pursuant to section 14(d) 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; and

WHEREAS, pursuant to section 2(u), "Declarant" means BVG Sandpoint, Ltd., a Florida limited partnership, its successors or assigns, and Seasons at Sandpoint 8, LLC, an Idaho limited liability company, is succeeding to and assigned the rights of Declarant;

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

1. Pursuant to Section 14(d) of the Declaration and notwithstanding anything to the contrary, Section 13(c), which was amended most recently in the Twelfth Supplemental, is hereby amended in the following particular:

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. 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 ~~thirteen (13)~~ sixteen (16) 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, ~~2019~~ 2022, or
- (3) At such earlier time as determined by Declarant.

When more than one person holds an interest in any Condominium Unit or Condominium Lot, all such persons shall be members of the Association. 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 or Condominium Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

2. Commencing upon the recording date of this Fourteenth Supplemental Declaration, as successor and assign of BVG Sandpoint, Ltd., a Florida limited partnership, Seasons at Sandpoint 8, LLC, an Idaho limited liability company, shall become the Declarant, with all its rights and responsibilities.

3. 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.

(Signature Line on Following Page)

In Witness hereof, the undersigned has executed this instrument this 15TH day of June, 2017.

DECLARANT:

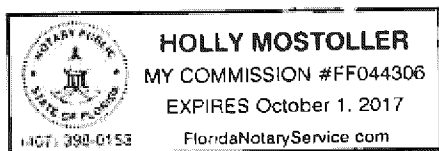
BVG Sandpoint, Ltd., a Florida limited Partnership

[Signature]
By: C. Jae Hejnberg
Its: President

STATE OF Florida)
) ss.
COUNTY OF Pinellas)

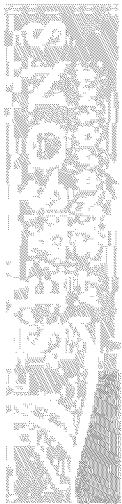
On this 15TH day of June 2017, before me personally appeared C. Jae Hejnberg, to me known as the President of BVG Sandpoint, Ltd., the limited partnership that signed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said limited partnership, for the uses 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.



[Signature]
Notary Public in and for that state of Florida
Residing at: St. Petersburg, FL
Commission expires: 10.1.17

MARINA MAP 2016



Marina Gate

Beach, Retreat

48	47	46	45	44	43	42	41	40	39	38	37	36	35	34	33
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112

Lake

Not Available

Available

Sold

Marina Pavilion