RECORDING FEE: \$16.00

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Recorded at the Request of, And please return to: Gil Pierce GREENSTONE-KOOTENAI II, INC. 1421 N. Meadowwood Lane, Suite 200 Liberty Lake, WA 99019

DECLARATION OF ANNEXATION

NORTH PLACE 1ST ADDITION CITY OF POST FALLS KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth, by GREENSTONE-KOOTENAI II, INC., an Idaho corporation ("Declarant"), with reference to the following facts:

A. Declarant is the developer of a certain tract of land located in the City of POST FALLS, Kootenai County, Idaho, being a mixed use planned unit development commonly known as North Place, which development is governed by that certain Master Declaration of Covenants, Conditions, and Restrictions, dated July 26, 2016 and recorded July 28, 2016 as Document No. 2555551000, official records of Kootenai County, Idaho (the "Master Declaration"), the definitions and terms of which Master Declaration are incorporated herein by this reference.

B. Declarant is the purchaser/developer of the following property in the vicinity of the North Place project, but which has not yet been subjected to the Master Declaration (the "Annexed Property"):

LOTS 1-12 BLOCK 6, LOTS 1-6 BLOCK 7, LOTS 1-13 BLOCK 8, LOTS 1-6 BLOCK 9, LOTS 1-6 BLOCK 10, located within the Plat of NORTH PLACE 1ST ADDITION, in the City of Post Falls, according to the plat filed in Book "L" of Plats, Pages 255, 255A and 255B in records of Kootenai County, Idaho; recording number 2650822000

C. Declarant desires to subject the Annexed Property to the North Place project, as provided in this Declaration of Annexation.

NOW, THEREFORE, the Declarant declares as follows:

I. Annexation. Pursuant to the rights reserved to Declarant under Article 15 of the Master Declaration, the Annexed Property is hereby made subject to the Master Declaration and shall for all purposes be a part of the North Place Project, effective on the date of recordation of the above-referenced Plat. The Annexed Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements set forth in the Master Declaration, all of which are for the purpose of enhancing and protecting the value and attractiveness of the entire North Place Project. All of the limitations, covenants, conditions, restrictions, and easements set forth in the

Master Declaration shall constitute covenants and encumbrances which shall run with the Annexed Property for the benefit of the entire Project, and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Annexed Property.

- 2. <u>Grant and Reservation of Easements.</u> Declarant hereby grants to all Owners of Lots in the Annexed Property all rights and easements created for the benefit of the entire Project, which rights and easements are reserved to Declarant in the Master Declaration. Declarant also hereby reserves from all Owners of Lots in the Annexed Property, and grants to the Owners of Lots in previously Annexed Phases, all rights and easements which were reserved to Declarant under the Master Declaration.
- 3. <u>Master Association Assessments</u>. Without limiting the generality of the foregoing, Declarant, for each Lot owned within the Annexed Property, hereby covenants, and each Owner of any Lot within the Annexed Property, by acceptance of a deed therefore, is hereby deemed to covenant and agree to pay to North Place Master Association (the "Association") regular monthly assessments or charges, and extraordinary and special assessments for capital improvements and unexpected expenses, all according to the Master Declaration.
- 4. <u>Common Area.</u> Those portions of the Annexed Property identified on the Plat, being park areas, shall be deemed "Common Area," which shall be owned in fee and maintained by the Master Association according to the Master Declaration.

The undersigned, being the Declarant herein, has executed this Declaration of Annexation on this 12th day of July 2018.

DECLARANT

GREENSTONE-KOOTENAI II, INC., an Idaho Corporation

KEVIN SCHNEIDMILLER, Vice

President

STATE OF WASHIGTON)	
County of Spokane)	
known or identified to me to be the	e Vice Presiden ament and the p	before me, Katherine Funk, a presentally appeared KEVIN SCHNEIDMILLER, at of GREENSTONE-KOOTENAI II, INC., the person who executed the instrument on behalf of the corporation executed the same.
WITNESS my hand and offici	al seal hereto a	ffixed the day and year first above written.
		Mint
-		Notary Public for Washington



Notary Public for Washington Residing at Hayden, 18a4o My Commission Expires on December 6, 2019