

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 2nd 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 1-23 BLOCK 11, LOTS 1-12 BLOCK 12, LOTS 1-10 BLOCK 13, LOTS 1-5 BLOCK 14, LOTS 1-3 BLOCK 15 AND TRACTS A AND D located within the Plat of NORTH PLACE 2nd ADDITION, in the City of Post Falls, according to the plat filed in Book "L" of Plats, Pages 375, 375A and 375B in records of Kootenai County, Idaho; recording number 2711691000

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. Grant and Reservation of Easements. 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. Master Association Assessments. 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. Common Area. 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 26th day of September 2019.

DECLARANT

GREENSTONE-KOOTENAI II, INC.,
an Idaho Corporation

By: 

KEVIN SCHNEIDMILLER, Vice
President

STATE OF WASHINGTON)
)
County of Spokane)

On this 26th day of September, 2019 before me, Katherine Funk, a Notary Public and for the State of Washington, personally appeared KEVIN SCHNEIDMILLER, known or identified to me to be the Vice President of GREENSTONE-KOOTENAI II, INC., the corporation that executed the instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Katherine Funk
Notary Public for Washington
Residing at Hayden, Idaho
My Commission Expires on
December 6, 2019

