

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

JIM BRAJINON 7 P 2881711000  
KOOTENAI COUNTY RECORDER  
BMH Date 01/12/2022 2:05 PM  
REQ OF- GREENSTONE KOOTENAI

RECORDING FEE \$28.00

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## DECLARATION OF ANNEXATION

### NORTH PLACE NORTH PLACE EAST ADDITION CITY OF POST FALLS KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth by, Greenstone-Kootenai II (“DECLARANT”), Sorbonne Homes, LLC., Viking Construction, Inc. and North Idaho College Foundation, Inc., owners of certain lot in North Place East Addition, (“OWNERS”) with reference to the following facts:

A. Declarant and Owners are the developer of a certain tract of land located in the City of POST FALLS, Kootenai County, Idaho, being a mixed used planned unit development commonly known as NORTH PLACE, which development is governed by that certain Master Declaration of Covenants, Conditions, and Restrictions, dated July 26th, 2016, and recorded July 28th, 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 and Owners are 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 1-42 Block 1, Lots 1-10 Block 2, Lots 1-28 Block 3, Lots 1-2 Block 4, Lots 1-7 Block 5 and TRACTS A, B, C, D, E, F and G located within the Plat of NORTH PLACE EAST ADDITION, in the City of Post Falls, according to the plat filed in Book “L” of Plats, Pages 615, 615A, 615B, and 615C in records of Kootenai County, Idaho; recording number 2854466000.

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

NOW, THEREFORE, the Declarant and Owners declares as follows:

1. Annexation. Pursuant to the rights reserved to Declarant and Owners 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 and Owners of certain lots herein, has executed this Declaration of Annexation on this 9th day of December 2021.

DECLARANT

GREENSTONE-KOOTENAI II INC.,  
An Idaho Corporation

By:   
Kevin Schneidmiller, Vice President


SORBONNE HOMES, LLC

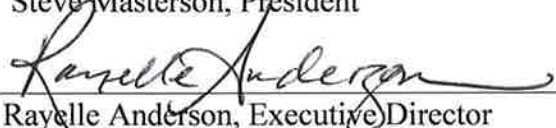
By:   
Andrew Benado, Member

VIKING CONSTRUCTION INC.

By:   
Wendell Olson, President

NORTH IDAHO COLLEGE FOUNDATION INC.

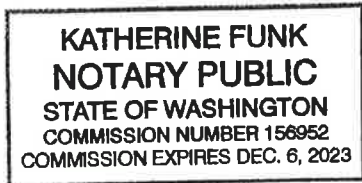
By:   
Steve Masterson, President

By:   
Rayelle Anderson, Executive Director

STATE OF WASHIGTON )  
 )  
County of Spokane )

On this 8<sup>th</sup> day of December, 2021 before me, Katherine Funk, a Notary Public and for the State of Washington, personally appeared Andrew Benado, known or identified to me to be the Member of Sorbonne Homes, LLC., 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, 2023

STATE OF IDAHO )  
 )  
County of Kootenai )

On this 15<sup>th</sup> day of December, 2021 before me, Kristen Agostinelli, a Notary Public and for the State of Idaho, personally appeared Wendell Olson, known or identified to me to be the President of Viking Construction., 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.

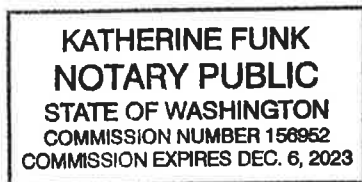


Kristen Agostinelli  
Notary Public for Idaho  
Residing at Hayden, ID  
My Commission Expires on 10/7/22

STATE OF WASHINGTON )  
 )  
County of Spokane )

On this 6<sup>th</sup> day of December, 2021 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, 2023

STATE OF IDAHO )  
 )  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public and for the State of Idaho, personally appeared Steve Masterson, known or identified to me to be the President of North Idaho College Foundation, 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.

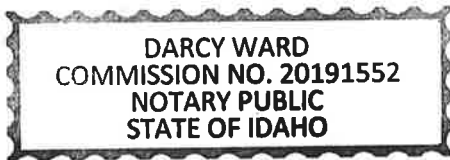
WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires on \_\_\_\_\_

STATE OF IDAHO )  
 )  
County of Kootenai )

On this 14<sup>th</sup> day of December, 2021 before me, Darcy Ward, a Notary Public and for the State of Idaho, personally appeared Rayelle Anderson, known or identified to me to be the Executive Director of North Idaho College Foundation, 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.

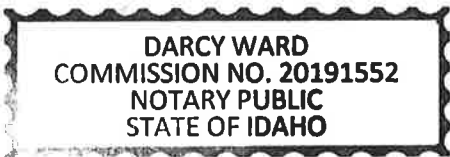


Darcy Ward  
Notary Public for Idaho  
Residing at Kootenai Co.  
My Commission Expires on 8/9/2025

STATE OF IDAHO )  
 )  
County of Kootenai )

On this 14<sup>th</sup> day of December, 2021 before me, Darcy Ward, a Notary Public and for the State of Idaho, personally appeared Steve Masterson, known or identified to me to be the President of North Idaho College Foundation, 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.



Darcy Ward  
Notary Public for Idaho  
Residing at Kootenai Co  
My Commission Expires on 8/9/2025

STATE OF IDAHO )  
 )  
County of Kootenai )

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