

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

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## DECLARATION OF ANNEXATION

COEUR D'ALENE PLACE  
SIXTEENTH ADDITION  
CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth, by GREENSTONE-KOOTENAI, 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 COEUR D' ALENE, Kootenai County, Idaho, being a mixed used planned unit development commonly known as Coeur d'Alene Place, which development is governed by that certain Master Declaration of Covenants, Conditions, and Restrictions, dated January 6, 1995, and recorded January 6, 1995, as Document No. 1383804, 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 Coeur d'Alene Place project, but which has not yet been subjected to the Master Declaration (the "Annexed Property"): SEE ATTACHED EXHIBIT "A"

C. Declarant desires to subject the Annexed Property to the Coeur d'Alene Place project, as provided in this Declaration of Annexation.

NOW, THEREFORE, the Declarant declares as follows:

1. 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 Coeur d'Alene 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 Coeur d'Alene 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 Coeur d'Alene 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 25<sup>th</sup> day of March, 2009.

DECLARANT

GREENSTONE-KOOTENAI, INC.,  
an Idaho corporation

By: \_\_\_\_\_  
JASON WHEATON, President

STATE OF WASHIGTON                    )  
  )  
County of Spokane                        )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public and for the State of Washington, personally appeared JASON S. WHEATON, known or identified to me to be the President of GREENSTONE-KOOTENAI, 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 Washington  
Residing at \_\_\_\_\_  
My Commission Expires on \_\_\_\_\_

**EXHIBIT "A"**

(LEGAL DESCRIPTION – SIXTEENTH ADDITION)

BE IT KNOWN THAT SCHNEIDMILLER LAND COMPANY, AN IDAHO CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF IDAHO, GREENSTONE—KOOTENAI, INC, AN IDAHO CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF IDAHO AND THE CITY OF COEUR D'ALENE, IDAHO ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE SIXTEENTH ADDITION, SAID PROPERTY BEING A REPLAT OF A PORTION OF LOT 2, BLOCK 5 OF COEUR D'ALENE PLACE FIFTEENTH ADDITION, FILED IN BOOK J OF PLATS, PAGES 295—295D, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 5 OF COEUR D'ALENE PLACE FIFTEENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 295—295D; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, BLOCK 5 THE FOLLOWING (8) COURSES:

1. N81°53'38"W A DISTANCE OF 163.68 FEET;
2. N76°22'27"W A DISTANCE OF 137.96 FEET;
3. N88°34'34"W A DISTANCE OF 525.03 FEET;
4. N85°43'29"W A DISTANCE OF 92.03 FEET;
5. N01°52'22"W A DISTANCE OF 14.75 FEET TO THE BEGINNING OF A NON—TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 292.00 FEET, AND A CHORD BEARING OF N74°08'31"W AND A CHORD DISTANCE OF 167.89 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°24'52" AN ARC DISTANCE OF 170.29 FEET;
6. N57°26'05"W A DISTANCE OF 72.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 492.00 FEET, AND A CHORD BEARING OF S49°28'49"E, AN A CHORD DISTANCE OF 136.17 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°54'31" AND ARC DISTANCE OF 136.61 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 508.00 FEET, AND A CHORD BEARING OF N54°27'16"W, AND A CHORD DISTANCE OF 227.32 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°51'25" AN ARC DISTANCE OF 229.26 FEET;
7. N67°22'59"W A DISTANCE OF 52.81 FEET;
8. N67°36'00"W A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 5 AND TO THE BEGINNING OF A NON—TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1470.00 FEET, AND A CHORD BEARING OF N16°24'00"E AND A CHORD DISTANCE OF 307.31 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'00" AN ARC DISTANCE OF 307.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 5; THENCE S88°26'21"E ALONG THE NORTHERLY LINE OF SAID LOT 2, BLOCK 5 A DISTANCE OF 1526.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 5; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 5 THE FOLLOWING (3) COURSES:

1. S01°05'05"W A DISTANCE OF 76.27 FEET;
2. S42°51'14"W A DISTANCE OF 121.07 FEET;
3. S00°04'06"W A DISTANCE OF 526.96 FEET TO THE POINT OF BEGINNING

CONTAINING 20.37 ACRES MORE OR LESS