

1757971

Recorded at the Request of:

GREENSTONE-KOOTENAI, INC.  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake WA 99019

MOA 100-7

STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss  
AT THE REQUEST OF  
PIONEER TITLE CO.

Oct 16 3 12 PM '02

DANIEL J. ENGLISH

DEPUTY

JP  
900

DECLARATION OF ANNEXATION

COEUR D'ALENE PLACE  
(TENTH ADDITION)  
CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

ACCOMMODATION RECORDING  
Pioneer Title Company has  
not examined this document,  
and assumes no liability as  
to its validity and its effects  
upon the title.

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"):

All land located within the Plat of COEUR D'ALENE PLACE TENTH  
ADDITION, in the City of Coeur d'Alene, according to the Plat filed in  
Volume "I" of Plats, Pages 265, 265A and 265B in Records of Kootenai  
County, Idaho;

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:

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 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

# 1757971

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.

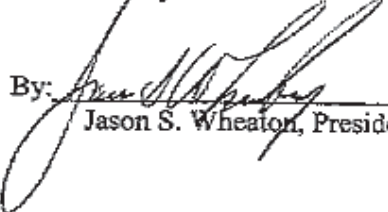
3. Master Association Assessments. Without limiting the generality of the foregoing, Declarant, for each Lot owned within the Annexed Property, hereby covenants, and each Owner of any Lot within the Annexed Property, by acceptance of a deed therefore, is hereby deemed to covenant and agree to pay to 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 thereof as Tracts "A" through "B", 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 18<sup>th</sup> day of June, 2001.

DECLARANT

GREENSTONE-KOOTENAI, INC.,  
an Idaho corporation

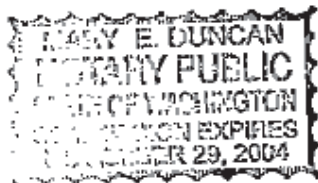
By:   
Jason S. Wheaton, President

1757971

STATE OF WASHINGTON )  
 )ss  
County of Spokane )

On is 18<sup>th</sup> day of June, 2001 before me, Mary E. Duncan 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.



Mary E. Duncan  
Notary Public for Washington  
Residing at Spokane  
My Commission Expires on 11/29/2004