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STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF _____

PIONEER TITLE CO.

FEB 5 9 03 AM '96

DANIEL J. ENGLISH
[Signature]
DEPUTY
FEES \$ 21.00

Recorded at the Request of:

LUKINS & ANNIS, P.S.
250 Northwest Blvd.
Suite 102
Coeur d'Alene, Idaho 83814

Attention: EDWARD F. WROE

DECLARATION OF ANNEXATION

**COEUR D'ALENE PLACE
(FIRST 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"):

All land located within the Plat of COEUR D'ALENE PLACE FIRST ADDITION, in the City of Coeur d'Alene, according to the Plat filed January 30, 1996, in Book "G" of Plats, Pages 340, 340A, and 340B, as Instrument No. 1432097, 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:

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 this Declaration of Annexation. 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, Inc. (the "Association") regular monthly assessments or charges, and extraordinary and special assessments for capital improvements and unexpected expenses, all according to the Master Declaration (and according to the special surcharge assessment provisions described in Paragraph 6 below.

4. Special Clarification Re: Block 6. For purposes of clarification, the Declarant acknowledges that Block 6 of Coeur d'Alene Place First Addition has previously been platted and included as part of the original Project (and therefore does not require annexation to the Project). However, the Lots within said Block 6 have been replatted as part of the First Addition to adjust the boundaries. Accordingly, except for the boundary

adjustments, such Lots are not affected by this Declaration of Annexation.

5. Common Area. Those portions of the Annexed Property identified on the Plat thereof as Tracts A through I, being park areas and private roadways, shall be deemed "Common Area," which shall be owned in fee and maintained by the Master Association according to the Master Declaration (subject to the special provisions relating to Tracts F, G, and I, and a portion of Tract E, as set forth in Paragraph 6 below).

6. Special Provisions; Cluster Area. Pursuant to the rights reserved to the Declarant in Paragraph 15.2 of the Master Declaration, the special provisions of this Paragraph 6 shall apply to the following portion of the Annexed Property (such portion being referred to herein as the "Cluster Area"):

Lots 1 through 18, Block 3;
Lots 1 through 19, Block 4;
Lots 1 through 3, Block 5;
Lots 1 and 2, Block 7;
Lots 1 through 6, Block 8;
Lots 1 through 7, Block 9;
Lots 1 through 7, Block 10;
Lots 1 through 6, Block 11;
Tracts F, G, and I; AND
That portion of Tract E lying within the fence to be constructed by the Declarant around the foregoing Lots and Tracts.

a. The following portions of the Common Area (referred to herein as the "Exclusive Use Areas"), although to be owned and maintained by the Master Association, shall be dedicated to the exclusive use and enjoyment of the Owners of Lots within the Cluster Area:

Tracts F, G, and I;

The perimeter privacy fence (with security gate and appurtenances) to be constructed by the Declarant around the Cluster Area; AND

Any portion of Tracts D, E, and H lying within the privacy fence.

b. Because of the minimal scope and maintenance requirements of the Exclusive Use Areas, the Declarant has determined that it is presently unnecessary to for a formal Subassociation for the Cluster Area, as would be contemplated by the Master Association. Accordingly, there shall be no Subassociation formed for the Cluster Area or

any other portion of the Annexed Property, except where such formation is undertaken pursuant to Subparagraph 6(e) below. In lieu of the establishment of a Subassociation, the Declarant hereby delegates and assigns to the Master Association the rights and obligations relating to the use and maintenance of the Exclusive Use Areas, as specified in this Paragraph 6.

c. The Board of the Master Association shall appoint a special committee (the "Advisory Committee"), consisting of not less than three (3) nor more than five (5) Owners of Lots within the Cluster Area, whose function shall be to advise the Board of the special needs and desires of the Owners of Lots within the Cluster Area, particularly pertaining to the use and maintenance of the Exclusive Use Areas.

d. Following consideration of input from the Advisory Committee from time to time, the Board shall establish a budget to cover the cost of maintaining the Exclusive Use Areas, and shall determine a surcharge to be added to the Regular Assessments levied by the Master Association, which surcharge shall be charged only to the Owners of Lots within the Cluster Area (on an equal per Lot basis) to cover the costs of such maintenance, including a reasonable reserve for future repairs and replacement. The surcharge shall not be considered in determining the limits on Regular Assessments set forth in the Master Declaration. In addition to the imposition of the surcharge assessment, and based on input from the Advisory Committee, the Board shall also have the right to enact reasonable rules and regulations relating to the use of the Exclusive Use Areas.

e. If, in the determination of the Declarant, the Board of the Master Association, or a majority of the Owners of Lots within the Cluster Area (one vote per Lot), the Cluster Area and its needs would be better served by the formation of a formal Subassociation, then such a Subassociation shall be formed, with constituent documents (e.g., Articles of Incorporation and Bylaws) being in substantially the forms utilized for the Master Association. In such event, the actual constituent documents shall be as approved by a majority of the Cluster Area Lot Owners, at a meeting called for such purpose, following at least thirty (30) days notice to all such Lot Owners. Upon the formation of the Subassociation, title to the Exclusive Use Areas shall be conveyed to the Subassociation (or an appropriate exclusive easement shall be created in the case of Tract E), and all powers theretofore exercised by the Board of the Master Association with respect to the Exclusive Use Areas shall thenceforth be exercised by the Board of the

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CONSENT TO ANNEXATION

The undersigned, SCHNEIDMILLER LAND CO., as the owner of the land described in the foregoing Declaration of Annexation, hereby consents to the annexation of the subject "Annexed Property" to the Coeur d'Alene Place Project, according to the terms of such Declaration, and agrees that the land shall hereafter be subject to the terms of the Master Declaration and the foregoing Declaration of Annexation, as either or both shall be amended from time to time.

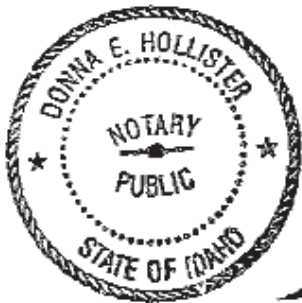
SCHNEIDMILLER LAND CO.,
an Idaho corporation

By: Gary Schneidmiller
Gary Schneidmiller, President

STATE OF Idaho)
County of Kootenai) :ss.

On this 2nd day of February, 1996, before me, Donna E. Hollister, a Notary Public in and for the State of Idaho, personally appeared GARY SCHNEIDMILLER, known or identified to me to be the President of SCHNEIDMILLER LAND CO., 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.



Donna E. Hollister
Notary Public for Idaho
Residing at Post Falls
Commission Expires May 1997