

Recorded at the Request of:

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

Attention: EDWARD F. WROE

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

Jul 25 11 39 AM '96

DANIEL J. ENGLISH
Daniel English
DEPUTY
FEES 18.00

60910

1455183

DECLARATION OF ANNEXATION

COEUR D'ALENE PLACE
(SECOND 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 SECOND ADDITION, in the City of Coeur d'Alene, according to the Plat filed July 25th, 1996, in Book "G" of Plats, Pages 396, 396A, 396B, 396C as Instrument No. 1455144, Records of Kootenai County, Idaho;

EXCLUDING THEREFROM Lots 1 through 10, Block 1, and Lot 1, Block 2.

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

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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.

4. Common Area. Those portions of the Annexed Property identified on the Plat thereof as Tracts A, B, and C, 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.

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The undersigned, being the Declarant herein, has executed this Declaration of Annexation on _____, 1996.

DECLARANT

GREENSTONE-KOOTENAI, INC.,
an Idaho corporation

By: *James M. Frank*
James M. Frank, President

STATE OF Washington :ss.
County of Spokane

On this 24th day of July, 1996, before me, Jimmy J. Siegel, a Notary Public in and for the State of Washington, personally appeared JAMES M. FRANK, 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.



Jimmy J. Siegel
Notary Public for Washington
Residing at Spokane
Commission Expires 10/27/97

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CONSENT TO ANNEKATION

The undersigned, THE BAINES CORPORATION, as the owner of a portion 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.

THE BAINES CORPORATION,
a Washington corporation

By: Ron B. Johnson
Ron B. Johnson, President

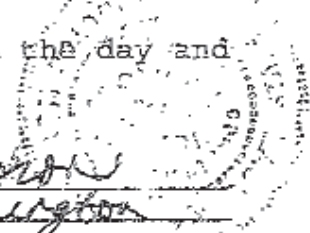
Ron B. Johnson

STATE OF Washington :ss.
County of Spoканe

On this 24 day of July, 1996, before me, LADONNA M. WASSON a Notary Public in and for the State of WASHINGTON, personally appeared RON B. JOHNSON, known or identified to me to be the President of THE BAINES CORPORATION, the corporation that executed the foregoing 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.

Ladonna Wasson
Notary Public for Washington
Residing at Spoканe
Commission Expires 3-9-99



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CONSENT TO ANNEXATION

The undersigned, SCHNEIDMILLER PARTNERS, as the owner of all or a portion 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 PARTNERS,
an Idaho partnership

By: Elmer Schneidmiller
Elmer Schneidmiller, Partner

By: Manuel Schneidmiller
Manuel Schneidmiller, Partner

STATE OF Washington
:ss.
County of Spokane

On this 24th day of July, 1996, before me, Timmi J. Siegel a Notary Public in and for the State of Washington, personally appeared ELMER SCHNEIDMILLER and MANUEL SCHNEIDMILLER, known or identified to me to be the Partners of SCHNEIDMILLER PARTNERS, the partnership that executed the instrument and the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

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

Timmi J. Siegel
Notary Public for Washington
Residing at Spokane
Commission Expires 10/27/97



