

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

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## DECLARATION OF ANNEXATION

### MONTROSE 7<sup>TH</sup> ADDITION CITY OF POST FALLS 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 POST FALLS, Kootenai County, Idaho, being a mixed use planned unit development commonly known as Montrose, which development is governed by that certain Master Declaration of Covenants, Conditions, and Restrictions, dated October 7, 1998, and recorded October 9, 1998, as Document No. 1557674, 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 Montrose 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 Montrose 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 IS 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 Montrose 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 Montrose 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 Montrose 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 7th day of October, 2010.

DECLARANT

GREENSTONE-KOOTENAI,  
INC., an Idaho corporation

By: \_\_\_\_\_  
KEVIN SCHNEIDMILLER, Vice President



## EXHIBIT "A"

(Legal Description - Montrose 7<sup>th</sup> Addition)

A portion of the North Half of Section 33, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, more particularly described as follows:

**BEGINNING** at the Northwest corner of Lot 21, Block 1 of **MONTROSE SIXTH ADDITION**, recorded in Book J of Plats, Page's 230 thru 230E, said point also being on the Northerly Right of Way line of the Burlington Northern Santa Fe Railroad; thence N46°38'54"W along said Northerly Right of Way line a distance of 711.23 feet; thence N43°21'08"E a distance of 88.58 feet; thence S75°59'48"E a distance of 95.83 feet to a point on a tangent curve concave to the Northwest and having a radius of 250.00 feet and a chord bearing and distance of N07°07'52"E, 59.83 feet; thence Northerly along said curve through a central angle of 13°44'40" an arc distance of 59.97 feet; thence N00°15'32"E a distance of 168.20 feet; thence S86°46'37"E a distance of 6.29 feet; thence S87°00'07"E a distance of 112.18 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of N55°15'11"W, 21.17 feet; thence Northwesterly along said curve through a central angle of 63°53'53" an arc distance of 22.30 feet; thence N01°25'44"W a distance of 60.16 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of N46°31'43"E, 28.90 feet; thence Northerly along said curve through a central angle of 92°32'21" an arc distance of 32.30 feet; thence N00°15'32"E a distance of 100.71 feet; thence S87°12'07"E a distance of 696.96 feet to the Northwest corner of Lot 1, Block 5 per a Quit Claim Deed for a Boundary Line Adjustment, recorded under Kootenai County Auditor's number 2204839000; thence S02°47'53"W along the West line of said Lot 1 a distance of 121.50 feet to the intersection of the Northerly Right of Way line of Snoqualmie Avenue per said **MONTROSE SIXTH ADDITION**; thence N87°12'07"W along said Right of Way line a distance of 30.00 feet; thence S02°47'53"W a distance of 60.00 feet to the Northwest corner of Tract "E" of said **MONTROSE SIXTH ADDITION**; thence continuing S02°47'53"W along the West line of said Tract "E" a distance of 61.80 feet to the intersection of the North line of Block 4 of said **MONTROSE SIXTH ADDITION**; thence along the North and West lines of said Block 4 the following (5) five course's

- 1.) N87°14'02"W a distance of 283.67 feet
- 2.) S02°38'22"W a distance of 207.15 feet
- 3.) S14°08'36"W a distance of 134.89 feet
- 4.) S43°02'59"E a distance of 169.88 feet
- 5.) S45°14'40"W a distance of 120.00 feet to the Northwest corner of Lot 16 of said

Block 4; thence S41°04'44"W a distance of 54.14 feet to the Northeast corner of said Lot 21; thence S43°21'08"W a distance of 130.04 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH** a portion of the Northwest Quarter of Section 33, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, more particularly described as follows:

**COMMENCING** at the Center Quarter corner of said Section 33; thence N50°19'50"W a distance of 552.22 feet to a point being N81°05'56"E a distance of 2238.55 feet from the West Quarter corner of said Section 33 and the **POINT OF BEGINNING**; thence N42°32'49"W a distance of 70.00 feet; thence N47°27'11"E a distance of 4.50 feet; thence N42°32'49"W a distance of 132.62 feet to the beginning of a tangent curve concave to the East and having a radius of 564.00 feet and a chord bearing and distance of N00°24'09"E, 768.57 feet; thence

Northwesterly, Northerly and Northeasterly along said curve through a central angle of  $85^{\circ}53'57''$  an arc distance of 845.56 feet; thence  $N43^{\circ}21'08''E$  a distance of 116.17 feet; thence  $S46^{\circ}38'52''E$  a distance of 25.13 feet; thence  $N43^{\circ}21'08''E$  a distance of 118.42 feet to the intersection with the Southerly Right of Way line of the Burlington Northern Santa Fe Railroad; thence  $S46^{\circ}38'54''E$  along said Southerly Right of Way line a distance of 233.22 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 430.00 feet and a chord bearing and distance of  $S63^{\circ}50'52''W$ , 78.81 feet; thence Southwesterly along said curve through a central angle of  $10^{\circ}30'58''$  an arc distance of 78.92 feet to the beginning of a reverse curve concave to the Southeast and having a radius of 370.00 feet and a chord bearing and distance of  $S10^{\circ}31'04''W$ , 631.55 feet; thence Southwesterly, Southerly and Southeasterly along said curve through a central angle of  $117^{\circ}10'34''$  an arc distance of 756.69 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 1030.00 feet and a chord bearing and distance of  $S45^{\circ}18'31''E$ , 99.25 feet; thence Southeasterly along said curve through a central angle of  $5^{\circ}31'24''$  an arc distance of 99.29 feet; thence  $S42^{\circ}32'49''E$  a distance of 98.73 feet; thence  $S47^{\circ}27'11''W$  a distance of 60.00 feet; thence  $N42^{\circ}32'49''W$  a distance of 10.86 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of  $N87^{\circ}32'49''W$ , 28.28 feet; thence Northwesterly along said curve through a central angle of  $90^{\circ}00'00''$  an arc distance of 31.42 feet; thence  $S47^{\circ}27'11''W$  a distance of 125.00 feet to the **POINT OF BEGINNING**.

containing 15.84 acres more or less.