

1898691

Recorded at the Request of:

GREENSTONE-KOOTENAI, INC.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake WA 99019
M040902

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

2004 SEP -2 P 1:40

DANIEL J. ENGLISH

DEPUTY

dm
9.00

FEES

DECLARATION OF ANNEXATION

**MONTROSE MASTER ASSOCIATION
FOURTH ADDITION
CITY OF POST FALLS
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
POST FALLS, Kootenai County, Idaho, being a mixed used 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"):

Lots 1 through 30 in Block 1; Lots 1 through 24 in Block 2; and Lots 1 through 33 in
Block 3 of Montrose Fourth Addition according to the plat filed in Book "J" of Plats,
Pages 64, 64A, 64B, 64C, 64D and 64E records of Kootenai County, State of Idaho.

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:

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 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 24th day of August 2004.

DECLARANT

GREENSTONE-KOOTENAI, INC.,
an Idaho corporation

By: 
James M. Frank, CEO

STATE OF WASHIGTON)
)ss
County of Spokane)

On is 24th day of August, 2004 before me, Charity A. Smith, a Notary Public and for the State of Washington, personally appeared JAMES M. FRANK, known or identified to me to be the Chief Executive Officer 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.



Charity A. Smith
Notary Public for Washington
Residing at Ros Falls, Id.
My Commission Expires on May 9, 2008