

82098

RECEIVED

FORM 2013 Reg. 09/16
JAN 19 2018

Ident. No. 95-17440

IDWR/NORTHERN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Pine Glen West Water Association Phone 208 660-4579
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 25573 N. Vista View Ct City Rathdrum
 State ID _____ ZIP 83858 Email _____
2. Name of representative, if any R. Scot Haug, CPA, PLCC Phone 208 773-1100
 Mailing address P.O. Box 1373 City Post Falls
 State ID _____ ZIP 83877 Email _____
- a. ☒ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply ground water which is a tributary of n/a

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
53N	04W	33		SW	SW	NW	Kootenai	ground water	95-92-N-46

5. Water will be used for the following purposes:

Amount 0.14 for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)

Amount 0.02 for Stock Watering purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)

6. Total quantity to be appropriated is (a) 0.16 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. Well with pump to serve 9 households.
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? 4/27/92; drilling firm United Drilling Inc.;
 well was drilled for (well owner) Ray Vandreuil; Drilling Permit No. 95-92-N-6

For Department Use

Received by J Allen Date 1-19-18 Time _____ Preliminary check by AF
 Fee \$ 100.00 Receipt by JA Receipt No. N033119 Date 1-19-18

8. Description of proposed uses (if irrigation only, go to item 9):

- Hydropower; show total feet of head and proposed capacity in kW. n/a
- Stockwatering; list number and kind of livestock. 4 per household, horses/mules/chickens.
- Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
- Domestic; show number of households 9 households
- Other; describe fully. Domestic use including watering less than 1/2 acre garden/lawn per household.

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
53N	04W	33						D	D										
		33						S	S										

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? n/a

11. a. Who owns the property at the point of diversion? Pine Glen West Water Association

b. Who owns the land to be irrigated or place of use? _____

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Recorded Water Association and Associated Covenants (#1374969 Kootenai County)

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Provide domestic water for 9 households and support 4 stock animals per household.

13. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert E. Bjelland
Signature of Applicant

Robert E. Bjelland (Secty/Treas)
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

APPLICATION MAP



Legend

-  Taxlots
-  Township/Range
-  Sections
-  QQ

0 0.05 0.1 0.2 Miles





ARTICLES OF INCORPORATION (Non-Profit)

Title 30, Chapters 21 and 30, Idaho Code

Filing fee: \$30 typed, \$50 not typed

Complete and submit the form in duplicate.

ATTACHMENT

FILED EFFECTIVE

2017 AUG -4 AM 9:31

SECRETARY OF STATE
STATE OF IDAHO

Article 1: The name of the corporation shall be:

Pineglen West Water Association, Inc.

Article 2: The purpose for which the corporation is organized is: Provide water service to private users for beneficial use.

Article 3: Registered agent name and address:

Robert Bjelland

25573 N. Vista View Ct. Rathdrum, ID 83858

(Name)

(Address)

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

Robert Bjelland

25573 N. Vista View Ct. Rathdrum, ID 83858

(Name)

(Address)

Heather Fraser

P.O. Box 2046 Coeur d'Alene, ID 83816

(Name)

(Address)

Patricia Bremner

25372 N. Vista View Ct. Rathdrum, ID 83858

(Name)

(Address)

Article 5: Incorporator name(s) and address(es):

Robert Bjelland

25573 N. Vista View Ct. Rathdrum, ID 83858

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Article 6: The mailing address of the corporation shall be:

c/o R. Scot Haug, CPA, PLCC, P.O. Box 1373, Post Falls, ID 83877

(Address)

Article 7: The corporation (☒ does ☐ does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed: Its assets are to be sold and the proceeds distributed to the current members of the Association.

Signatures of all incorporators:

Printed Name: Robert Bjelland

Signature: Robert Bjelland

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

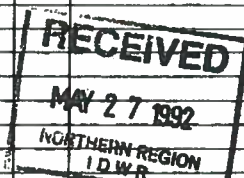
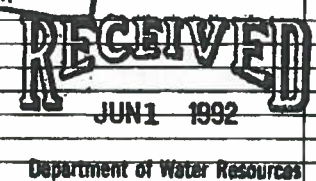
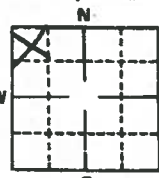
08/04/2017 05:00

CK:1321 CT:343712 BH:1596882

10 30.00 = 30.00 INC NONP #2

C 214718

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>RAY VAUDREUIL</u> Address <u>1410 LINCOLN WAY</u> <u>COEUR D'ALENE, ID 83814</u> Drilling Permit No. <u>95-92-N-46</u> Water Right Permit No. _____	7. WATER LEVEL Static water level <u>428</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality <u>GOOD</u> Describe artesian or temperature zones below.																																
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	8. WELL TEST DATA ☐ Pump ☐ Bailor ☒ Air ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr> <td><u>40+ EST</u></td> <td><u>470</u></td> <td><u>1HR</u></td> </tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped	<u>40+ EST</u>	<u>470</u>	<u>1HR</u>																										
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3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)	9. LITHOLOGIC LOG 079761 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th rowspan="2">Water Yes/No</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td><u>10</u></td> <td><u>0</u></td> <td><u>4</u></td> <td><u>TOP SOIL</u></td> <td><u>X</u></td> </tr> <tr> <td></td> <td><u>4</u></td> <td><u>128</u></td> <td><u>SAND & GRAVEL</u></td> <td><u>X</u></td> </tr> <tr> <td><u>6</u></td> <td><u>128</u></td> <td><u>260</u></td> <td><u>SAND & CLAY</u></td> <td><u>X</u></td> </tr> <tr> <td><u>6</u></td> <td><u>260</u></td> <td><u>390</u></td> <td><u>SAND & BOLDER</u></td> <td><u>X</u></td> </tr> <tr> <td><u>6</u></td> <td><u>390</u></td> <td><u>470</u></td> <td><u>SAND & GRAVEL & CLAY</u></td> <td><u>X</u></td> </tr> </tbody> </table>	Bore Diam.	Depth		Material	Water Yes/No	From	To	<u>10</u>	<u>0</u>	<u>4</u>	<u>TOP SOIL</u>	<u>X</u>		<u>4</u>	<u>128</u>	<u>SAND & GRAVEL</u>	<u>X</u>	<u>6</u>	<u>128</u>	<u>260</u>	<u>SAND & CLAY</u>	<u>X</u>	<u>6</u>	<u>260</u>	<u>390</u>	<u>SAND & BOLDER</u>	<u>X</u>	<u>6</u>	<u>390</u>	<u>470</u>	<u>SAND & GRAVEL & CLAY</u>	<u>X</u>
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____	 																																
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Thickness</th> <th>Diameter</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td><u>.250</u> inches</td> <td><u>6</u> inches</td> <td><u>+ 1</u> feet</td> <td><u>470</u> feet</td> </tr> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> </tbody> </table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation _____ inches by _____ inches <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Number</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>_____ perforations</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ perforations</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ perforations</td> <td>_____ feet</td> <td>_____ feet</td> </tr> </tbody> </table> Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>20</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent ☐ Weld ☐ Cemented between strata Describe access port _____	Thickness	Diameter	From	To	<u>.250</u> inches	<u>6</u> inches	<u>+ 1</u> feet	<u>470</u> feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	Number	From	To	_____ perforations	_____ feet	_____ feet	_____ perforations	_____ feet	_____ feet	_____ perforations	_____ feet	_____ feet	10. Work started <u>4-13-92</u> finished <u>4-27-92</u>
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6. LOCATION OF WELL. Sketch map location <u>must</u> agree with written location.  Subdivision Name _____ Lot No. _____ Block No. _____ County <u>KOOTENAI</u> <u>NW</u> 1/4 <u>NW</u> 1/4 Sec. <u>33</u> T. <u>53N</u> S. <u>4W</u> 1/4	11. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>UNITED DRILLING</u> Firm No. <u>414</u> Address <u>P. O. BOX 2499 CDA ID 83814</u> Date _____ Signed by (Firm Official) <u>[Signature]</u> and (Operator) <u>Tim Volking</u>																																

USE ADDITIONAL SHEETS IF NECESSARY -- FORWARD THE WHITE COPY TO THE DEPARTMENT

15/12/11
ATTACHMENT

KOOTENAI } SD
COUNTY }
First American Title Company

DEC 27 11 14 AM '92

1259813

DECLARATION

OF

WATER ASSOCIATION AND ASSOCIATION COVENANTS

PINEGLEN WEST WATER ASSOCIATION

THIS DECLARATION, is made on the date hereinafter set forth by R & L INVESTMENT, INC. an Idaho Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the contract purchaser, contract seller, and/or owner of all or portions of certain property in Kootenai County, Idaho, and more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6 and 7, Pineglen West, a subdivision of a portion of the NW 1/4 of the NW 1/4 of Section 33, T53N, R4W, Kootenai County, Idaho, according to the Plat recorded in the office of the County Recorder in Book "F" of Plats at Page 366.

NOW, THEREFORE, Declarant hereby declares that all of the properties above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each lot owner thereof.

Declarant has placed a well on the herein above described property and installed pumps, pipes and appurtenances as needed to provide water to the herein described property. The drilling, installation, and the main distribution line shall be at the cost of Declarant. Said well shall initially be capable of and shall produce EIGHT HUNDRED (800) gallons of water per day per lot or share for domestic purposes only.

This water distribution system shall initially service SEVEN (7) domestic water shares or hook-ups with Declarant reserving unto themselves, their successors and/or assigns, the right to sell same and an additional TWO (2) shares or hook-ups; and further providing that TWO (2) of the total of NINE (9) shares or hook-ups may be to property or properties other than that as hereinabove described; Declarant reserves the exclusive right to determine such other properties to be serviced by said water system in excess

of those SEVEN (7) hook-ups provided for in the legal description above and further reserve unto themselves, their heirs, successors and/or assigns all membership rights in the association except as transferred on or before the date hereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer collectively to the owners of the above described properties and/or shares and shall be called PINEGLEN WEST WATER ASSOCIATION.

SECTION 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities; or fee simple, title or contract purchaser's interest in any properties; including contract purchasers, but excluding those having any interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Water Distribution System" is that water system on the herein described properties and such additions thereto as may hereafter be brought within the jurisdiction of the Association, consisting of a well, pumps, pipes, easements for access and maintenance, and other incidentals necessary for the distribution of water from said well to the owners herein.

SECTION 5. "Domestic Water" means water for the household and a sufficient amount for use of domestic animals kept with and for the use of the household.

ARTICLE II

RIGHTS

SECTION 1. "Owners' Enjoyment". Every owner or shareholder shall have the right and privilege of enjoyment and use of said water distribution system for the purpose of providing domestic water to their individual properties; and such rights of enjoyment and use shall be appurtenant to and shall pass with title of contract of ownership, subject to the following provisions:

- (a) That all owners or shareholders shall execute such instruments, from time to time as may be deemed necessary by the Association to provide such easements as may be required and necessary to effect proper transmission of water to property owners from the water distribution system, said easements to be so located as to provide the most convenient method of transferring the water with the least interference and damage to the property through which or over which it crosses.
- (b) The right of the Association to dedicate or transfer any part or all of the water distribution system to any public agency, authority or utility for such purposes and subject to such condition as may be agreed upon thereto by members of the Association. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of the members and owners agreeing to such dedication or transfer, has been recorded.

(c) Rules and Regulations of the Association:

1. Each individual share of ownership shall be entitled to one (1) domestic water hook-up to the water distribution system for the

purpose of serving one (1) family dwelling upon his ownership and each single ownership shall be entitled to one (1) vote in determining the affairs of the Association. However, should extra shares of ownership remain available and are acquired by an Owner, he shall for each such share acquired be entitled to the same rights and obligations as stated herein for his original share.

2. No additional domestic water hook-ups shall be permitted except as hereinabove specifically set forth except upon such terms and conditions as shall be agreed to, accepted and adopted by a three-fourths (3/4) majority of the total allowable votes in the Association.

3. The Declarants and/or the Association shall have no obligation to extend the distribution system to the property of any of the parties.

4. The parties shall, by a three-fourths (3/4) majority vote, designate a manager of the Association, who shall have the duty to pay all proper obligations in connection with the maintenance and operation of the water distribution system and who shall render no less than quarterly an accounting of all moneys received and paid out.

The manager shall have the duty to collect promptly any levies that may hereafter be decided upon by a majority vote of the parties and oversee the operations and maintenance and repairs of the water distribution system. Any matters of a major importance regarding the same unless otherwise herein specifically provided, shall be decided by a majority vote. The manager need not be a member. The manager may be removed without cause by a three-fourths (3/4) vote.

5. Any changes in the rules and regulations for the maintenance, operation and use of the water distribution system or any rules and regulations in the management or operation of the association may be accomplished by a three-fourths (3/4) vote.

6. No water may be used for any commercial purposes whatsoever.

7. The term "domestic purpose" as used herein is water to be used for household use of livestock or domestic animals kept with and for the use of the household.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of an individual share in the water distribution system shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment. Membership shall not exceed NINE (9) members, except as may be shown by a recorded amendment hereto. At present the well system meets State standards for NINE (9) connections.

SECTION 2. The Association shall have one class of voter membership and all owners shall be entitled to one (1) vote for each share of ownership or for each contract purchaser's interest in property being served. When more than one person holds an interest in any one piece of property, all such persons shall be members. The one (1) vote for such piece, however, shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one piece except as stated hereinabove under Article II, Section 1, (c) 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTSSECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The owner for each share or property owned by him, by acceptance of a contract purchaser's interest in or deed therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, if any, as assessed by the members of the Association; and (2) special assessments, if any, or annual assessments, if any, to be established and collected by the Association. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner, as defined herein, of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the individuals' successors in title unless expressly assumed by them; provided, however, that in the case of a sale of any piece of property which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, contract of assignment, shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after that date.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the improvement, repair and maintenance of the water distribution system.

SECTION 3. Monthly Assessment and Special Assessments for Capital Improvements.

- (a) Monthly or annual assessments collected on a regular basis shall be in such sums as may be set by the members of the Association for the purposes specified in Section 2 above. The initial assessment for such purposes shall be FIFTEEN AND 00/100 (\$15.00) DOLLARS per share per month and any increase of this amount must be approved be three-fourths (3/4) of the members as set forth herein.
- (b) In addition to the monthly or annual assessment to be set by the Association, the Association may levy in any calendar year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the water distribution system, provided that any such assessment shall have the assent of three-fourths (3/4) of the total members of the Association who are voting in person or by proxy at a general or special meeting of the Association.

SECTION 4. Uniform Rate of Assessment. All assessments shall be fixed at a uniform rate for all properties and/or shares.

SECTION 5. Date of Commencement of Monthly or Annual Assessments: Due Dates

The monthly or annual assessments provided for herein shall commence as to all shares of ownership on the first day of the month following the date this document is recorded. Said assessments shall be due and payable above on such date and on the first day of each calendar month thereafter or, should said assessments be collected on an annual basis, on the first day of each year thereafter. The due date on any special assessments shall be fixed by the Association in a resolution authorizing such assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate of the Association setting forth whether an assessment on a specified piece of property has been paid.

SECTION 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest

from the due date at the rate of twelve (12%) per cent per annum. The Association may bring action at law against the owner personally obligated to pay same, or foreclose lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the water distribution system except as hereinafter set forth under Article V, Section 6. Additionally, the Association shall have the right to shut-off all water supply until assessments are paid.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or trust-deed and to the lien of any second mortgage given to secure payment of the purchase price, now or hereafter placed upon property. However, the sale or transfer of any piece of property herein which is subject to such first mortgage, or purchase money second mortgage, pursuant to a foreclosure, or deed in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which become due prior to sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any owner or shareholder, shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration and the date of its being recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than Seventy-Five (75%) per cent of the shareholders, and thereafter by an instrument signed by not less than Seventy-Five (75%) per cent of the shareholders. Any amendment must be properly recorded.

SECTION 4. Water and Waste Disposal. The residential development and the properties governed by these restrictive covenants have no central water or waste disposal system and the installation and maintenance responsibility for water and septic tank disposal system is the responsibility of the individual lot owners or purchasers and not of the Declarant or of the Association.

SECTION 5. Easements. That impressed upon each of the parcels of real property set forth above, being seven (7) in number, are the respective easements as set out in the recorded plat of Pineglen West Subdivision. Said easements are for the establishment of utilities and the ingress and egress and for repairs and modifications to the same.

SECTION 6. Water Assessments. Notwithstanding any other provisions of this declaration, the Declarants shall not be liable for any expenses of operation or maintenance of the water system or of any assessments for any lots or shares that they may own unless they beneficially apply water to a lot which they own, and then they shall be liable only to the extent of the lot that they have beneficially applied the water to. In the event an individual buys a lot from the Declarants and elects

not to hook up to the water system, said purchaser shall not be liable for any assessments or payments for maintenance and operation of the water system, PROVIDED, HOWEVER, that once a purchaser shall elect to hook up to the water system, he shall thereafter be responsible on a prorata basis for the operation and maintenance of the water system and any assessments levied by the water association.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Water Association and Association Covenants this 20th day of MAY, 1992.

R & L INVESTMENT, INC.

Raymond R. Vaudreuil
RAYMOND R. VAUDREUIL PRESIDENT

Linda A. Vaudreuil
LINDA A. VAUDREUIL SECRETARY

STATE OF IDAHO FOOTENAI ss.
COUNTY OF

On May 20th, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared RAYMOND R. VAUDREUIL and Linda A. Vaudreuil, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____ President and _____ Secretary, on behalf of R & L

INVESTMENT, INC.

the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

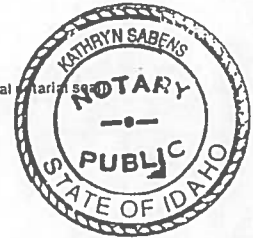
Signature

Kathryn Sabens

(This area for official Notary seal)

U-3

Residing at: Coeur d'Alene
My Commission expires: 2-9-95



3002 (6/82) — (Corporation) First American Title Insurance Company

1374969

AMENDMENT

TO

PINEGLEN WEST WATER ASSOCIATION

COUNTY OF KOOTENAI, ID

First American Title

OCT 24 2 15 PM '94

TONI L. LUED
BONNIE LUED
DEPUTY
FEES 3.00

THIS AMENDMENT, is made on the date hereinafter set forth by
R & L INVESTMENT, INC. an Idaho Corporation, hereinafter referred to
as "Declarant".

WITNESSTH:

WHEREAS, Declarant is the contract purchaser, contract seller,
and/or owner of all or portions of certain property in Kootenai County,
Idaho, and more particularly described as follows:

The NW 1/4 of the NW 1/4 of the NW 1/4 and the NE 1/4
of the NW 1/4 of the NW 1/4 of Section 33, Township
13 North, Range 4 West, Kootenai County, Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the properties
above shall be held, sold and conveyed subject to the original "DECLARATION
OF WATER ASSOCIATION AND COVENANTS" for PINEGLEN WEST WATER ASSOCIATION
as recorded in Kootenai County as Document #1259812.

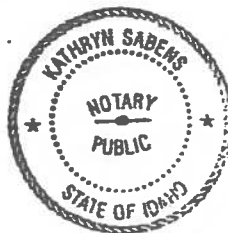
R & L INVESTMENT, INC. by:

Raymond R. Vaudreuil
RAYMOND R. VAUDREUIL, PRESIDENT

STATE OF Idaho)
COUNTY OF Kootenai) ss

On This 19th day of October in year 1994
before me, a Notary Public in and for said State, personally
appeared RAYMOND R. VAUDREUIL, known or identified to me to
be the PRESIDENT of the Corporation that executed the instrument
or the person who executed the instrument on behalf of said
Corporation, and acknowledged to me that such Corporation
executed the same.

Kathryn Sabens
Notary Public of Idaho
Residing at Coeur d'Alene
Commission Expires 2-9-95





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 23, 2018

PINE GLEN WEST WATER ASSOCIATION
25573 N VISTA VIEW CT.
RATHDRUM, ID 83858

Application For Permit No. 95-17440

Dear Applicants:

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the COEUR D ALENE PRESS on 2/1/2018 and 2/8/2018. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Tammy Alleman
Administrative Assistant

CC:

R SCOT HAUG
PO BOX 1373
POST FALLS, ID 83877

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, January 25, 2018 3:03 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: 95-17440 & 95-17441 Legal Notices
Attachments: 95-17440 & 95-17441 Legal Notices.doc

Good afternoon Geri,

This is a change in the legal notice I sent you on Tuesday. I am adding another application and requesting it be published on the dates below. I had already sent you 95-17440 but I am adding 95-17441 and requesting they are published in the CdA Press.

Please publish the enclosed legal notice on the dates indicated, February 1st & February 8th, 2018 (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately. Please send a proof once you have the article ready for print for our review.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 2/20/2018. Your cooperation is appreciated.

Sincerely,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

95-17440

PINE GLEN WEST WATER ASSOC
25573 N VISTA VIEW CT.
RATHDRUM, ID 83858
Point of Diversion SWNW
S33 T53N R04W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.14 CFS
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Total Diversion: 0.16 CFS
Date Filed: 1/19/2018
Place Of Use: DOMESTIC
T53N R04W S33 NWNW SWNW
Place Of Use: STOCKWATER
T53N R04W S33 NWNW SWNW

95-17441

MEL & SANDRA WACH
2426 N MERRITT CREEK LP STE A
COEUR D ALENE, ID 83814
Point of Diversion L9 (NESE)
S9 T48N R04W
KOOTENAI County
Source GROUND WATER
Use: AESTHETIC STORAGE
01/01 to 12/31 1.6 AF
Use: DIVERSION TO STORAGE
05/01 to 10/31 0.06 CFS
Use: FIRE PROTECTION STORAGE
01/01 to 12/31 1.6 AF
Use: WILDLIFE STORAGE
01/01 to 12/31 1.6 AF
Total Diversion: 0.06 CFS 1.6 AF
Date Filed: 1/23/2018
Place Of Use: AESTHETIC STORAGE
T48N R04W S9 L9(NESE)
Place Of Use: WILDLIFE STORAGE
T48N R04W S9 L9(NESE)
Place Of Use: FIRE PROTECTION STORAGE
T48N R04W S9 L9(NESE)

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 2/20/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/1/2018 and 2/8/2018

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, January 23, 2018 12:11 PM
To: June.Bergquist@deq.idaho.gov
Cc: 'Anna.Moody@deq.idaho.gov'
Subject: Application for Permit #95-17440
Attachments: 95-17440 Application for Permit.pdf

Dear Department of Environmental Quality:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right application. You can find a copy of the application attached to the email and also at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the application as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication. **The deadline for comments on this application is February 20, 2018.**

Please contact the Northern Region Office at (208) 772-2800 if you have any questions regarding the application.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*