

88547

STATE OF IDAHO

Ident. No. 97-9746

RECEIVED

SEP 11 2023

DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

IDWR / NORTH

1. Name of applicant(s) GOSLING POINT HOA INC Phone \_\_\_\_\_Name connector (check one): ☐ and ☐ or ☐ and/orMailing address 60 CATTAIL LANE City PRIEST RIVERState ID ZIP 83856 Email \_\_\_\_\_2. Name of representative, if any MARELEE & KEVIN WOOD Phone (509) 991-2273Mailing address 3328 W ALICE AVE City SPOKANEState WA ZIP 99205 Email MARELEE-WOOD@COMCAST.NETa. ☐ 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 \_\_\_\_\_

4. Location of point(s) of diversion:

| Twp | Rge | Sec | Govt Lot | 1/4 | 1/4 | 1/4 | County | Source       | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|--------|--------------|---------------------|
| 56N | 04W | 32  | 7        |     | SW  | NE  | BONNER | GROUND WATER |                     |
|     |     |     |          |     |     |     |        |              |                     |
|     |     |     |          |     |     |     |        |              |                     |
|     |     |     |          |     |     |     |        |              |                     |

5. Water will be used for the following purposes:

Amount 0.08 CFS for DOMESTIC purposes from 01/01 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)Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)6. Total quantity to be appropriated is (a) 0.08 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. 6" CASING 1 HP FRANKLIN SUBMERSIBLE PUMP  
2" DISCHARGE TO 2" MAIN WITH 3 CONNECTIONS ONE DIRECTION & 4 CONNECTIONS IN THE OTHER DIRECTIONb. 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 ☐ Noc. Proposed well diameter is 6 inches; proposed depth of well is \_\_\_\_\_ feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ Noe. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_;  
well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_

## For Department Use

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Preliminary check by \_\_\_\_\_

Fee \$ 100.00 Receipted by [Signature] Receipt No. N044037 Date 9-11-2023

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_
  - Stockwatering; list number and kind of livestock. \_\_\_\_\_
  - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
  - Domestic; show number of households 3 HOMES ADDED TO WELL FOR 4 OTHER HOMES CLAIM #97-7395
  - Other; describe fully. \_\_\_\_\_

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 |        |
| 56N | 04W | 32  |    |    | D   |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    | GL7 |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |     |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |     |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |     |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |     |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

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? 97-7395 CLAIM ON PREVIOUS WATER RIGHT WITH 4 HOMES ON IT
11. a. Who owns the property at the point of diversion? JOE RICHTER, MEMBER OF THE GOSLING POINT HOA INC  
b. Who owns the land to be irrigated or place of use? MEMBERS OF THE GOSLING POINT HOA INC  
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: \_\_\_\_\_
12. Describe your proposal in narrative form and provide additional explanation for any of the items above. Attach additional pages if necessary. ADDITION OF 3 HOMES, DOMESTIC USE, TO THE CURRENT CLAIM #97-7395  
WHICH HAS THE ORIGINAL 4 HOMES ON IT WITH A TOTAL OF 7 HOMES SHARING THE WELL
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.

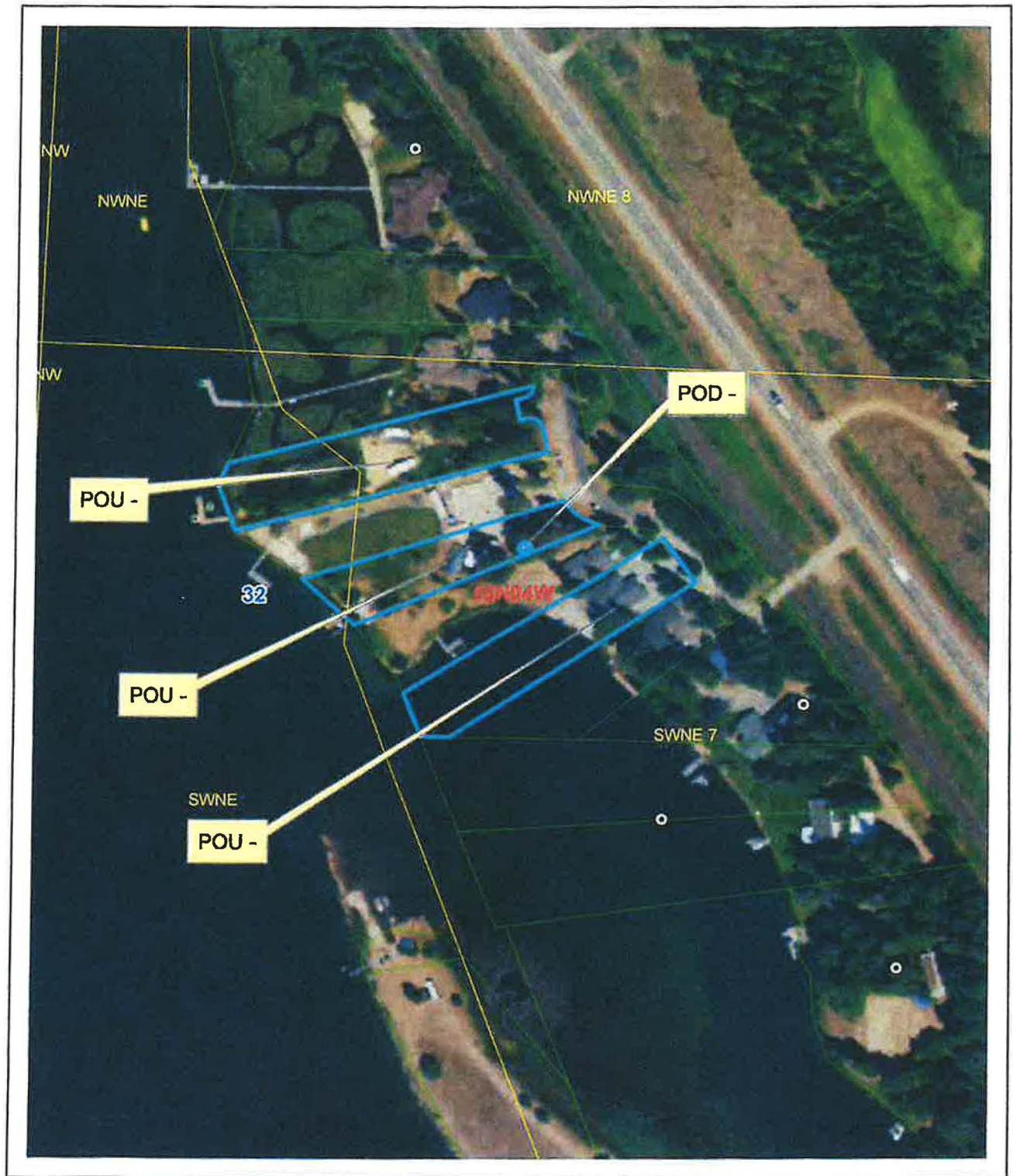
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

Gosling Point HOA, Inc  
Print Name (and title, if applicable)

Signature of Applicant

Kevin S. Wood - President  
Print Name (and title, if applicable)



### Legend

- Township/Range
- Sections
- QQ

0 0.02 0.04 0.08 Miles



794762

Instrument # 794762  
BONNER COUNTY, SANDPOINT, IDAHO  
6-30-2010 01:41:58 No. of Pages: 3  
Recorded for: CLIFF ACKERMAN  
MARIE SCOTT Fee: 9.00  
Ex-Officio Recorder Deputy  
Index to: MISC

**Gosling Point Homeowners Association Incorporated**  
**Addendum to CC&R's June 18, 2010**

A meeting was held by the homeowners association today for the purpose of revising the current CC&R's that were originally established by the developer over 10 years ago. The goal of the meeting was to establish more general and more flexible CC&R's that reflect the wishes of the homeowners association in 2010. The ultimate goal of the association is to retain the beauty of Gosling Point and oversee future development so as to enhance property values for all lot owners.

Per the association meeting, the revisions that follow were agreed upon by the majority and, henceforth, they shall supersede the past CC&R statements.

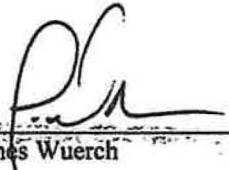
James Wuerch, Ray Eberth, Cliff Ackerman, and Garry Ziegenhagel (current lot owners) were all present.

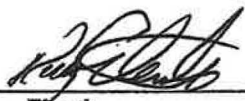
1. It was agreed that each of the seven lots in the subdivision were equal to one vote for all future business and decisions regarding the subdivision. Majority vote will always be the final ruling.
2. It is understood that any new development or construction must conform to reasonable standards and be approved by the association. No rigid guidelines are to exist except that any new construction must reflect what is common in "northwest homes" as far as style. In other words, no stucco or California-style homes, as an example, may be built in the subdivision. Prior to construction, a design concept must be submitted for the other lot owners to review and approve. The maximum time frame for any construction will be 24 months with a 6-month extension for probable cause.
3. All lot owners shall equally share in the expense of sewer maintenance, common grounds maintenance, well maintenance, utility costs, etc. Any item of common use shall be maintained equally by all lot owners.
4. Common sense shall be applied by all lot owners. No junk cars or garbage will be left on the property. Only family pets are to be allowed and no farm animals will be permitted to be kept on the property. Seasonal items such as trailers, boats, RV's, etc. will be allowed during the season in the subdivision. Items left longer than typical seasonal use will be removed upon request by the other lot owners.
5. Fences will be allowed as long as all the lot owners agree with design and material.
6. Multiple families are permitted to use or occupy any single family residence.
7. When a lot owner contemplates or wishes to start any development or change in

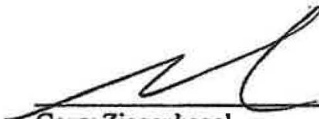
the subdivision, the remaining lot owners must be notified and must approve such changes prior to commencement of such projects.

These are the revisions agreed upon by the owners of Gosling Point Homeowners Association Incorporated this 18<sup>th</sup> day of June, 2010. These revisions supersede all prior statements in the previous CC&R's.

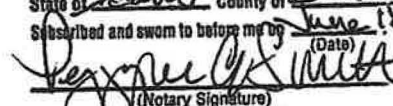
Signatures of approval:

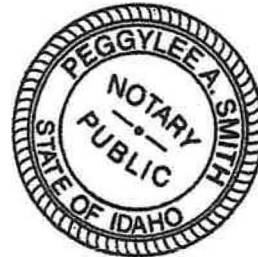
  
James Wuerch  
6/18/2010  
Date

  
Ray Eberth  
6/18/2010  
Date

  
Garry Ziegenhagel  
6/18/2010  
Date

  
Cliff Ackerman  
6/18/2010  
Date

State of Idaho County of Banner  
Subscribed and sworn to before me on June 18, 2010  
(Date)  
  
(Notary Signature)  
Peggy Lee A. Smith  
Comm. exp. August 6, 2015



The following two (2) pages are Amended and Restated Covenants, Conditions and Restrictions of the Landings Subdivision by the Gosling Point Homeowners Association Incorporated. The Gosling Point Homeowners Association Incorporated are the owners of the seven (7) lots that make up the Landings Subdivision.

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**Instrument # 794762**  
**BONNER COUNTY, SANDPOINT, IDAHO**  
6-30-2010 01:41:58 No. of Pages: 3  
Recorded for : CLIFF ACKERMAN  
MARIE SCOTT Fee: 9.00  
Ex-Officio Recorder Deputy *CB*  
Index to: MSC

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0004966703

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

For Office Use Only

**-FILED-**

File #: 0004966703

Date Filed: 11/1/2022 1:49:44 PM

|                                                                                                                                              |                                                                                                                                                                                                  |                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Entity Name and Mailing Address:                                                                                                             |                                                                                                                                                                                                  |                                                            |
| Entity Name:                                                                                                                                 | GOSLING POINT HOMEOWNERS ASSOCIATION<br>INCORPORATED                                                                                                                                             |                                                            |
| The file number of this entity on the records of the Idaho<br>Secretary of State is:                                                         | 0000514681                                                                                                                                                                                       |                                                            |
| Address                                                                                                                                      | 60 CATTAIL LN<br>PRIEST RIVER, ID 83856-0076                                                                                                                                                     |                                                            |
| Entity Details:                                                                                                                              |                                                                                                                                                                                                  |                                                            |
| Entity Status                                                                                                                                | Active-Good Standing                                                                                                                                                                             |                                                            |
| This entity is organized under the laws of:                                                                                                  | IDAHO                                                                                                                                                                                            |                                                            |
| If applicable, the old file number of this entity on the records of<br>the Idaho Secretary of State was:                                     | C169817                                                                                                                                                                                          |                                                            |
| The registered agent on record is:                                                                                                           |                                                                                                                                                                                                  |                                                            |
| Registered Agent                                                                                                                             | CLIFF ACKERMAN<br>Registered Agent<br>Physical Address<br>514 JACHETTA RD<br>PRIEST RIVER, ID 83856<br>Mailing Address                                                                           |                                                            |
| The name and street address of the new registered agent and office in Idaho is:                                                              |                                                                                                                                                                                                  |                                                            |
| Registered Agent                                                                                                                             | Registered Agent<br>Tricia Cox<br>Physical Address:<br>TRICIA COX<br>60 CATTAIL LANE<br>PRIEST RIVER, ID 83856<br>Mailing Address:<br>TRICIA COX<br>60 CATTAIL LN<br>PRIEST RIVER, ID 83856-0076 |                                                            |
| <input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity. |                                                                                                                                                                                                  |                                                            |
| Corporate Officers and Directors:                                                                                                            |                                                                                                                                                                                                  |                                                            |
| Name                                                                                                                                         | Title                                                                                                                                                                                            | Business Address                                           |
| <input checked="" type="checkbox"/> Cliff Ackerman                                                                                           | President                                                                                                                                                                                        | PO BOX 1844<br>PRIEST RIVER, ID 83856                      |
| Tricia Cox                                                                                                                                   | Secretary                                                                                                                                                                                        | 60 CATTAIL LANE<br>PRIEST RIVER, ID 83856                  |
| <input checked="" type="checkbox"/> Kevin S. Wood                                                                                            | President                                                                                                                                                                                        | KEVIN S. WOOD<br>3328 W. ALICE AVE.<br>SPOKANE, WA 99205   |
| <input checked="" type="checkbox"/> Marelee B. Wood                                                                                          | Treasurer                                                                                                                                                                                        | MARELEE B. WOOD<br>3328 W. ALICE AVE.<br>SPOKANE, WA 99205 |



The annual report must be signed by an authorized signer of the entity.

Job Title: President

*Kevin S. Wood*

*11/01/2022*

Sign Here

Date

SANDPOINT TITLE INSURANCE

FILED BY

524151

MAY 19 P 3 56

#19285

Return to Cooke, Lamanna  
P.O. Box 789  
Priest River, ID 83856

45-0  
TITLE SCOUT  
COUNTY CLERK/RECORDER

— P.S. — DEPUTY

**AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE LANDINGS SUBDIVISION**

HOWARD F. TOLY, hereinafter referred to as, "Developer", record owner of that certain real property described on Exhibit "A" attached hereto and incorporated herein, being a subdivision known as, "The Landings", containing single family lots, public roads, utility easements, landscape easements, natural drainage and greenbelt easements, hereby makes, establishes, confirms and impresses upon all of said real property described in Exhibit "A" the following Covenants, Conditions and Restrictions to run with said land binding all future grantees, assignees and any successors in interest to said real property. The Covenants, Conditions and Restrictions are as follows:

**I. LAND USE**

No lot shall be used except for residential purposes. No building shall be erected on any lot except a single family residence, private attached garage for the use of occupants of the residence and the usual and appropriate structures incidental to and appurtenant to a private residence, except that a "guest house" for the entertainment of social guests or quarters for employees or servants may be erected upon the premises if approved by local government agencies and the Architectural Control Committee. The term private residence as used herein excludes every form of boarding or lodging house, sanitarium, hospital, or similar structure or use.

**II. SET BACK REQUIREMENTS**

All buildings and construction shall be in conformity with the set back requirements as are established in this paragraph, unless a formal variance is obtained from the Architectural Review Committee. No dwelling or structure, including pools, or any part

**AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESERVATIONS OF  
THE LANDINGS SUBDIVISION  
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thereof, shall be erected on any lot closer to the water than the typographical 2062.5 line. No dwelling shall be erected on any lot less than the required county setbacks. In no case shall a dwelling be erected less than five feet to the rear lot line or less than five feet from the side boundary. As with county ordinance and for the purposes of the Covenant, eaves, steps and chimney shall be considered part of a building; and no portion of any building may encroach upon any adjacent owner's lot.

### III. DESIGN & ARCHITECTURAL CONTROL

In order to develop The Landings as an area of high standards, the Developer reserves the right to control the buildings, structures, and other improvements placed on each lot, as well as the right to make such exceptions to the Covenants, Conditions & Restrictions as the Developer or the Architectural Review Committee deems necessary and proper. All plans for construction of any building or structure, including any fence, wall, driveway, patio, courtyard or pool, on any lot; and any remodeling, reconstruction, alterations or additions to any building, driveway or structure of any kind on any lot must be approved in writing by the Developer or Architectural Review Committee. Prior to construction of any structure or driveway whatsoever, or the remodeling, restructuring, or alteration of any structure or driveway upon any lot, the person or persons desiring to perform such construction or alteration shall submit to the Developer two complete sets of building plans and specifications for the proposed project. No structure of any kind may be erected or modified without full compliance with plans and specifications as submitted to and approved by the Developer or Architectural Review Committee. Approval of all plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which will be delivered to the owner(s) of the lot upon which such construction or alteration is contemplated prior to the beginning of any construction or alteration. No changes or deviations from approved plans and specifications shall be made without the prior written consent of the Developer or Architectural Review Committee. Neither the Developer nor the Architectural Review Committee shall be responsible for any structural defects or any city, county or state violations in such plans and specifications or in any buildings or structures erected or modified based upon such plans or specifications.

All buildings and improvements constructed upon the property shall comply with the following architectural and design controls which shall be administered by the Developer or the Architectural

AMENDED AND RESTATED COVENANTS,  
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**Review Committee.**

A. The orientation, location, color, and type of exterior siding and roofing shall be approved by the Developer or Architectural Review Committee.

B. Each building shall be located so as to preserve the maximum number of trees, to keep all buildings as aesthetically compatible as possible with their natural surroundings and each other and to maintain, as far as reasonably possible, viewsheds such as waterfront views and sight lines of all residences.

C. No residential building shall contain less than 1,000 square feet of floor space for living purposes, exclusive of porches, decks, terraces, garages, carports or outbuildings; nor shall the combined floor space for living purposes of a residential building of more than one story be less than 1,500 square feet.

D. No reflective materials or finishes other than glass shall be used on exterior surfaces, with the exception of surfaces of hardware fixtures.

E. The exterior of all buildings and improvements, including roofing, siding and visible portions of the foundation shall be designed in order to maintain:

1. Harmony with the external design, landscaping, siting and topography of existing structures.

2. Reasonable protection of sight lines and viewsheds of adjacent residences.

F. No buildings shall be moved onto the property unless approved by the Developer, otherwise all buildings shall be constructed thereon. All improvements, residences, and landscaping must be completed within one year of obtaining a permit for such structure or improvements.

G. All garages must be a minimum of two car attached garages.

H. The Developer or the Architectural Review Committee shall have the power to modify or allow variances from the provisions of these Covenants, Conditions and Restrictions, when, in its judgment, extraordinary circumstances exist. The granting of a variance or modification shall not waive any of the terms and

**AMENDED AND RESTATED COVENANTS,  
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provisions of these Covenants, Condition and Restrictions for any purpose except that of the particular property and circumstance considered.

I. Neither the Developer nor the Architectural Review Committee, nor any members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval or to any owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance rising out of any, or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

Every person who submits plans or specifications to the Developer or to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every owner of said property agrees that he will not bring any action or suit against The Landing, the Developer, the Architectural Review Committee or any members thereof to recover damages.

#### IV. ARCHITECTURAL REVIEW COMMITTEE

During the initial phase of development and sale of lots in The Landings Subdivision, the Developer shall be responsible for review and approval of plans and specifications, and for insuring that all buildings and improvements constructed on the property comply with the Covenants, Conditions and Restrictions. To assist in the implementation, control, and enforcement of the Covenants, Conditions and Restrictions, the Developer may, but is not required to, appoint one or more person(s) to a committee which will be responsible for the review of all plans and specifications and is responsible for the enforcement of the Covenants, Conditions and Restrictions.

#### V. FENCES

 Fences not exceeding six feet in height shall be permitted to the rear of each residence. For purposes of this document, the rear yard shall be the area of the parcel between the dedicated public right of way and the dwelling. The front yard shall be that area between the river and the dwelling. Fence height may not unreasonably obscure the views of the neighboring properties. Fences in front of residences are discouraged but may be allowed in such instances as they provide a clear design enhancement and in no event exceed three feet in height. All fences must meet aesthetic and design standard established by the Architectural Review Committee. Chain link or wire fences are specifically prohibited

AMENDED AND RESTATED COVENANTS,  
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in The Landings Subdivision.

#### VI. ANTENNAS

No television or other transmitting or receiving antennas shall be erected or maintained within or upon any lot except those devised which may be erected and maintained entirely within the enclosed portion of the structure thereon. Satellite television receiving dishes are allowed subject to the following restrictions:

1. Any such device must be of the most unobtrusive size and color reasonable available, preferably black.
2. Any such device must be placed in the fenced rear yard of the residence it serves.
3. Any such device must be landscaped in order to minimize its visual impact on neighboring lots.
4. When cable television service becomes available in The Landings Subdivision, new or replacement satellite receiving dishes will not be allowed larger than three feet in diameter.

#### VII. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, and other household pets. No pets of any kind may be bred, kept or raised for commercial purposes or unreasonable numbers. Unreasonable shall be defined in this instance as more than two dogs and two cats per household.

#### VIII. NOXIOUS USE OF PROPERTY

No noxious or offensive activity shall be conducted on any lot, nor shall anything be done or place thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other residents, including, but not limited to, lighting which may produce excessive glare into surrounding yards on a regular basis.

#### IX. SIGNS

No signs of any kind shall be displayed to the public view on any lot except for one professional sign or not more than three square feet advertising the property for sale, signs used by the

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builder to advertise the property during the construction or sales period, and one identification sign, non-animated and non-flashing, not to exceed ninety-six square inches, containing the names of the occupants and the address of the property.

#### X. TEMPORARY STRUCTURES

\* No trailer, basement, tent, shack, garage, barn, or other outbuilding erected within The Landings Subdivision shall be used at any time as a residence, temporarily or permanently.

#### XI. GARBAGE

All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from the street or neighboring lots.

#### XII. GROUNDS MAINTENANCE

Grass, weeds, and vegetation of each lot within The Landings Subdivision shall be cut, removed, or maintained by the owner in a neat and attractive manner. Grass clippings, dead shrubs, and other refuse shall be put in containers for removal and not placed in streets, common areas, pathways, wetlands, or natural drainage areas.

#### XIII. COMMERCIAL EQUIPMENT

No trade, commercial, or manufacturing enterprise or business activity of any kind, except for a professional office as allowed by county ordinance, shall be conducted or carried on upon any lot, or within any building located in The Landings Subdivision; nor shall any goods, equipment, vehicle, or material used in connection with any trade, service, or business, be kept or stored outside of any building or in a manner objectionable to other residents of The Landings Subdivision.

#### XIV. EXTERIOR FIRES/FIREWOOD

There shall be no exterior fires within The Landings Subdivision unless contained in a fireplace or structure such as a barbecue pit. Firewood appropriate for each dwelling must be stored either inside or in an unobtrusive manner. Any firewood covers must be dark brown or dark green in color.

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IV. PARKED VEHICLES

No boats, boat trailers, house trailers, recreational vehicles, or any vehicle under repair, wrecked, or abandoned, shall be parked on any street, upon any driveway, or upon any lot unless they are to the rear of the front setback lines behind suitable fence, or in an enclosed carport or garage. Offending vehicles may be towed away at the owner's expense. Offending vehicles are defined as unlicensed or in non-running order.

XVI. LOT LIGHTING

*JA* Each lot owner will be required to install one photo-cell light adjacent to their driveway entrance. The Architectural Review Committee will approve acceptable specifications for said lights and standards.

XVII. COMMON AREAS

Common areas within The Landings Subdivision shall be specifically identified on the final plat map of The Landings Subdivision. The common area shall be generally defined as all areas not platted as lots within the Subdivision, designated as common drainfield or water storage areas, or dedicated as city streets within the Subdivision. Each lot within the Subdivision shall have an equal and undivided interest in the common areas. The common area shall, except for the public right of way, be owned in common by all lot owners within The Landings Subdivision and no owner may bring action for any portion thereof. No division of the common area shall be allowed.

Subject to limitations set forth by the Property Owners' Association, each owner shall have the non-exclusive right to use and enjoy the common area.

The common area is intended for utilities, transportation, and the pleasure, relaxation, and recreation of the owners and their guests. There shall be non use of the common area which injures, erodes, or scars the same or vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by The Landings Property Owners' Association.

There shall be no use of the common area which causes unreasonable disturbance, annoyance, or embarrassment of owners in either their use of the common area or their lots.

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No motorized vehicles of any kind are allowed in the common area except for maintenance purposes.

IVIII. ASSOCIATION

Every lot owner shall be entitled and required to be a member of The Landings Property Owners' Association (hereinafter Association). If the title to a lot is held by more than one person, the membership related to that lot will be shared by all such persons in their proportionate interests and by the same type of tenancy in which title to the lot is held.

An owner shall be entitled to one membership for each lot owned. No person or entity other than an owner may be a member of the Association. Memberships in the Association may not be transferred except in connection with the transfer of lot ownership.

The Association may make reasonable rules and regulations governing the use of the common area. Notwithstanding the above, however, the Developer shall have the right to veto any rule and regulation of the Association until 85% of all lots are sold.

The Association shall be responsible for the management and control of the common area and all improvements thereon, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair.

The Association will ensure through reasonable payments to the Developer, the proper operation and maintenance of the community water system.

The Association will ensure through reasonable payments to the Developer, the proper operation of the community sewer and drainfield systems. Those lots which, with the written permission of the Developer, and authorization and permits from the appropriate government agencies, operate a private drainfield, shall be exempted from payments for the operation of the community drainfield. All lots, however, will participate equally in the maintenance of the community sewer system until such time as it is connected to the municipal sewer system, at which time such payments will go to the operating municipal entity.

The Association will maintain adequate and reasonable liability insurance protecting its members from claims arising due to incident or accident in the common area.

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**XII. TAXES AND ASSESSMENTS**

The Developer and each owner, by the acceptance of a deed from the Developer, whether or not the covenant be so expressed in the deed, hereby covenants and shall be deemed to agree with other owners and the Association to pay to the Association periodic assessments for maintenance, repair, insurance, improvements or operation of the common areas.

Each owner, by the acceptance of a deed from the Developer, whether or not the covenant be so expressed in the deed, hereby covenants and shall be deemed to agree with the owners and the Association to pay the Developer periodic assessments for operation maintenance, repair, insurance, improvements, or operation of the common sewer, drainfield, and water systems.

The amount of periodic assessments shall be based upon advance estimates of cash requirements by the Developer or Association to provide for the payment of all estimated expenses connected with the maintenance, repair, improvement, insurance, or taxation of the common areas, common sewers, common drainfields and common water system. These expenses may include among other things, common area furnishing, landscaping, ground maintenance, electricity, roadway maintenance, trash collection, water, sewer, and property management fees.

Expenses attributable to the common area shall be apportioned among all owners in equal proportion to the interest in the common area owned by each.

The Association shall make periodic assessments, which may be annually, quarterly, or monthly as the Association shall determine from time to time. Written notice of each assessment will be given to each owner which shall specify the amount of assessment and the date of payment. No payment shall be due less than fifteen days after written notice has been given. Each shall bear interest at the rate of 12% per annum from the date it becomes due and payable if not paid within thirty days of such date.

Each unpaid tax or assessment shall bear interest at the rate of 12% per annum from and after the time the same becomes payable by each owner and may be secured by a lien against the delinquent owner's lot.

## II. EASEMENTS

The Association shall have a nonexclusive easement to make such use of the common area as may be necessary to perform the duties and functions to which it is obligated or permitted to perform, including maintenance, repair, improvement, and the right to construct and maintain maintenance and storage facilities.

## XII. NATURAL DRAINAGE AND WETLANDS

The natural drainage and wetland areas designated in The Landings Subdivision shall remain in their natural state. Pruning, thinning, and removal of dead vegetation is permitted providing the activity does not cause the destruction or termination of this type of vegetation. No structures, fences or encroachments of any kind are permitted, with the exception of ponds planned for stormwater control. Owners of lots contiguous to wetlands shall not use lawn and garden fertilization chemicals which would filter into wetlands.

Wetland areas are regulated by the U.S. Army Corps of Engineers as outlined in Section 404 of the Clean Water Act and in the Federal Register 33 CFR Part 330. The intent of these regulations is to protect existing wetlands and to ensure "no net loss" of these areas. The goals of federal policy emphasize avoidance of wetlands, where feasible. If not feasible, the policy requires minimizing impact by the appropriate compensation to ensure no net loss of wetlands. In the event wetlands in The Landings Subdivision are impacted by roadways, utilities or structures, additional areas of wetlands adjacent to existing wetlands will be expanded to compensate for any encroachment.

The principal functions of The Landings Wetland/Drainage Easement areas are to provide stormwater management, streambank stabilization, habitat life support and open space aesthetics as outlined by the U. S. Corps of Engineers in Section 404 of the Clean Water Act.

Wetland areas within The Landings Subdivision are an integral part of the overall storm drainage system. The wetlands area provide storage, treatment, and discharge of stormwater that impacts The Landings Subdivision and adjoining drainage areas. In many cases, stormwater flows from the impervious areas within the Subdivision into wetland drainage areas. These wetland areas act somewhat like a sponge during most storm events, absorbing much of the initial stormwater flow. Stormwater flow created by larger

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storm activity will be captured in ponding areas designated to hold excess water flow.

In addition to removing sediments, wetlands also filter out grease, oil, antifreeze, and gasoline which may be washed from streets and driveways during storm events. Wetlands also absorb and utilize herbicides, fertilizers and pesticides that may be flushed from adjoining lawns and landscaped area. Wetlands provide a high degree of filtration and treatment for removal of contaminants that may get flushed into lakes and streams. In order to maximize the benefits of wetlands and to minimize impact on water quality, it is recommended that future home site plans and landscaping be developed in order to protect wetlands and drainage area.

### XIII. GENERAL PROVISIONS

A. If any Covenant, Condition and Restriction herein specified or any part thereof, is invalidated or for any reason becomes unenforceable, no other Covenant, Condition or Restriction, or any part thereof, shall be affected or impaired.

B. Nothing contained in these Covenants, Conditions and Restrictions shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to these Covenants, Conditions and Restrictions obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all the restrictions and provisions hereof.

C. The Developer may undertake the construction of residential dwellings and incidental improvements upon the lot included within The Landings Subdivision. The completion of construction and the sale, rental, or other disposal of said residential units is essential to the establishment and welfare of The Landings Subdivision as a residential community. In order that such construction be completed and The Landings Subdivision be established as a fully occupied residential community as soon as possible, nothing in these Covenants, Conditions and Restrictions shall be understood or construed to:

1. Prevent the Developer or its subcontractors from doing on any lot or portion of the common area, whatever is reasonably necessary to complete the development of The Landings Subdivision.

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2. Prevent the Developer or its representatives from erecting, constructing, or maintaining within the Subdivision such structures as may be reasonably necessary for the conduct of its business of developing The Landings Subdivision as a residential community and disposing of lots by sale, lease, or otherwise.

3. Prevent the Developer or its representatives from conducting on any part of the property its business of selling lots and establishing The Landings Subdivision as a residential community.

4. Prevent the Developer from maintaining such signs, flags, billboards, and other advertising devices on the property as may be necessary for the sale, lease or other disposition thereof.

D. The various Covenants, Conditions, and Restrictions herein are intended to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in The Landings Subdivision. Failure of the Developer, Association or any other person or persons entitled to do so to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter, or be deemed a waiver of the right to do so.

E. The Covenants, Conditions, and Restrictions herein contained are to run with the land and shall continue in full force and effect for a period of thirty-five years from the date hereof, at the end of which time the same shall be automatically extended for successive periods of ten years. At any time after thirty-five years from the date hereof, the owners of 51% or more of the lots described herein as shown on Exhibit "A" hereof, may elect to terminate or amend said Covenants, Conditions, and Restrictions in whole or in part, by a duly executed and recorded statement.

F. Each and every one of the Covenants, Conditions, and Restrictions contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such Covenants, Conditions and Restrictions shall for any reason be held to be invalid or unenforceable, all remaining Covenants, Conditions and Restrictions shall nevertheless remain in full force and effect.

G. For a violation or breach of any of these Covenants, Conditions and Restrictions by any person claiming, by, through, or

**AMENDED AND RESTATED COVENANTS,  
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under The Developer or the Association by virtue of judicial proceedings, The Developer, the Association, or the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

In addition to the foregoing right, the Developer or the Association shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter onto the property where such violation exists and summarily abate or remove the same at the expense of the owners, and any such entry, abatement, or removal shall not be deemed a trespass. All costs and expenses incurred in removing or abating such violation shall be borne by the owner of such lot or lots and The Developer or the Association shall have a lien upon such lot or lots to secure payment thereof.

The Developer or the Association shall also have the right, and shall be entitled to seek an injunction prohibiting the continued construction of any structure which is in violation of these restrictions. No delay or omission on the part of The Developer, the Association, or the owners of other lots in the premises of exercising any rights, power, or remedy herein provided, in the event of any breach of the Covenants, Conditions and Restrictions herein contained, shall be construed as a waiver thereof or any acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against The Developer or the Association for, or on account of, their failure to bring any action on account of any breach of these Covenants, Conditions and Restrictions, or for imposing restrictions herein which may be unenforceable by The Developer.

Should The Developer or the Association employ counsel to enforce any of the foregoing Covenants, Conditions or Restrictions by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid for by the owner of such lot or lots, and The Developer or the Association shall have a lien upon such lot or lots to secure payment of all such accounts.

In the event of a violation of the Covenants, Conditions and Restrictions, The Developer or the Association shall have an additional remedy of fixing liquidated damages for the violation of Covenants, Conditions and Restrictions. The liquidated damages shall range from \$1.00 to \$50.00 per diem and the amount shall be

AMENDED AND RESTATED COVENANTS,  
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established by The Developer or the Association in the exercise of their discretion taking into consideration the severity of the violation. So long as The Developer or the Association are reasonable in establishing per diem damages, the damages shall be paid by the owner who is in violation of the Covenants, Conditions and Restrictions and The Developer or the Association shall have a lien upon such lot or lots to secure payment.

Should an owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty days, The Developer or the Association shall have the right to add interest on such lien at the rate of 12% per annum and shall further be entitled to receive all costs of collection, including reasonable attorney's fees and shall be entitled to foreclose said lien in the manner provided by law.

The Developer has caused the Declarations and Amended and Restated Covenants, Conditions and Restrictions to be executed this 17<sup>th</sup> day of May, 1998.

THE LANDINGS SUBDIVISION

BY: 

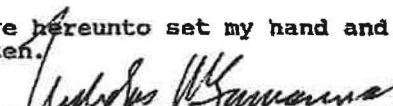
Howard F. Toly  
Owner/Developer

STATE OF Idaho )  
County of BONNER ) ss

On this 17<sup>th</sup> day of MAY, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared Howard F. Toly, known to me to be the owner of The Landings Subdivision and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of The Landings Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and ~~year~~ first above written.



  
Notary Public, State of Idaho.  
Residing at Prest River, therein.  
My commission expires: 11-4-2003.

AMENDED AND RESTATED COVENANTS,  
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524151

EXHIBIT "A"

**THE STATE OF IDAHO, COUNTY OF BONNER:**

**THE LANDINGS, according to the plat thereof, recorded in  
Book 5 of Plats, Page 131, records of Bonner County, Idaho.**



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: [northerninfo@idwr.idaho.gov](mailto:northerninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Mathew Weaver

October 12, 2023

GOSLING POINT HOA INC  
60 CATTAIL LN  
PRIEST RIVER, ID 83856-0076

RE: Application for Permit No. 97-9746

Dear Applicant(s):

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 BONNER COUNTY DAILY BEE, PRIEST RIVER VERSION on 10/18/2023 and 10/25/2023. 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,

Taya Sharp  
Administrative Assistant

## Legal Notice for Bonner County Daily Bee, Priest River Version

Sharp, Taya <Taya.Sharp@idwr.idaho.gov>

Thu 10/12/2023 11:21 AM

To: Bonner County Daily Bee (bcdblegals@cdapress.com) <bcdblegals@cdapress.com>

📎 1 attachments (154 KB)

BCDB Priest River Version Legal Notice.pdf;

Please publish the enclosed legal notice in the **Bonner County Daily Bee, Priest River Version** on the dates indicated **October 18<sup>th</sup> & October 25<sup>th</sup>, 2023** (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 **November 6<sup>th</sup>, 2023**. Your cooperation is appreciated.

Thank you,



**Taya Sharp | Administrative Assistant**  
**Idaho Department of Water Resources**  
Northern Regional Office  
7600 N Mineral Drive, Suite 100  
Coeur d'Alene, ID 83815-7763  
Phone: (208)762-2800

**95-18519**

PO BOX 1081

### Point of Diversion SESE

**BONNER County**

Use: DOMESTIC

Use: IRRIGATION

**Total Diversion: 0.2 CFS**

Place Of Use: DOMESTIC, IRRIGATION

**Total Acres: 3**

GOSLING POINT HOA INC

PRIEST RIVER, ID 83856-0076

S32 T56N R04W

Source GROUND WATER

01/01 to 12/31

Date Filed: 09-11-2023

T56N R04W S32 L7(SWNE)

LARSON'S LANDING, MLD HOMEOWNERS ASSN INC

SANDPOINT, ID 83864

S19 T56N R04W

Source GROUND WATER

01/01 to 12/31 0.13 CFS

01/01 to 12/31 0.02 CFS

04/01 to 10/31 0.2 CFS

Date Filed: 09-28-2023

T56N R04W S19 L1(NWNW) L2(SWNW)

Place Of Use: DOMESTIC, IRRIGATION, STOCKWATER

T56N R05W S24 NENE.SENE

Total Acres: 16

MATHEW WEAVER, Director Published on 10/1/8/2023 and 10/25/2023

Published on 10/1/8/2023 and 10/25/2023

## Alleman, Tammy

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**From:** Marelee Wood <Marelee-Wood@comcast.net>  
**Sent:** Thursday, September 28, 2023 10:40 AM  
**To:** Alleman, Tammy  
**Subject:** Re: Application for Permit

**CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

---

Hi Tammy,

None of the 3 homes will be using the well water for irrigation. Each household will handle permitting surface water to irrigate. Lot 2 (which is Kevin & I) just have to submit the completion report which will happen within the month. Not sure on the other two but they are aware they are to individually permit for that.

Please let me know if you need anything else. Thank you for all you are doing.

Marelee Wood

Sent from my iPhone

On Sep 28, 2023, at 8:57 AM, Alleman, Tammy <Tammy.Alleman@idwr.idaho.gov> wrote:

Good morning Maralee,

I apologize for not following up sooner regarding your application for permit. I have been out of the office for a couple weeks. My question to you is, will you or any of the these three homes be using this groundwater well for irrigation? If so, we should add it to the application before we advertise. I think you stated that irrigation would be from surface water and that would require them to complete an application for permit for using surface water to irrigate. If you have any questions, please let me know. I am happy to help.

Thank you,

<image003.png>

## Alleman, Tammy

---

**From:** Marelee Wood <Marelee-Wood@comcast.net>  
**Sent:** Monday, August 28, 2023 7:04 PM  
**To:** Alleman, Tammy  
**Subject:** Re: Application for Permit

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Sorry I forgot to ask you one more thing. Could I just have all of us sign the attachment next to our names and contact info since there is not enough room on the application for all of us to print our names and sign? I will just put see attachment at the signature line on the application. Let me know if that's ok. Thank u so much! Sorry to be so much work! I so appreciate you.

Marelee

Sent from my iPhone

On Aug 28, 2023, at 6:08 PM, Marelee Wood <Marelee-Wood@comcast.net> wrote:

Tammy,  
You are so kind! Thank you very much!  
Hope you had a lovely day.  
Marelee

Sent from my iPhone

On Aug 28, 2023, at 4:32 PM, Alleman, Tammy <Tammy.Alleman@idwr.idaho.gov> wrote:

I will save you the trouble. I have made the correction. It is attached.

Have a lovely day!  
Tammy

**From:** Marelee Wood <Marelee-Wood@comcast.net>  
**Sent:** Monday, August 28, 2023 12:22 PM  
**To:** Alleman, Tammy <Tammy.Alleman@idwr.idaho.gov>  
**Subject:** Re: Application for Permit

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

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Tammy, thank you for ALL your help & so quick too!!! Everything looks great except on the attachment. Joe's zip code should be 99205. Do you want me to change it & just have him initial it?

Again, thank you! You & Chace have been so kind & helpful.

Marelee Wood

509-981-2273

Sent from my iPhone

On Aug 28, 2023, at 10:48 AM, Alleman, Tammy

<[Tammy.Alleman@idwr.idaho.gov](mailto:Tammy.Alleman@idwr.idaho.gov)> wrote:

Good morning Marelee,

Attached is the Application for Permit we drafted over the phone. Please review it for accuracy and if we need to make any corrections let me know. If it is correct, please have the parties sign the bottom of page 2 and send it to our office with a check made to IDWR for \$100.00. If you have any questions or concerns, please reach out to me.

I have attached a Process explanation paper and also added the Statement of Completion but that needs to wait until the Actual Permit is received by you in the mail.

Thank you,

<image003.png>

<Wood, Richter, & Linsaido LLC Application for Permit.pdf>

<Application-Permit-License process notes.pdf>

<Statement-of-Completion-of-Beneficial-Use-form-1-1.pdf>

<Wood, Richter, & Linsaido LLC Application for Permit.pdf>