

IDAPA 20 – IDAHO DEPARTMENT OF LANDS

Resource Protection and Assistance Bureau

20.03.04 – Rules for the Regulation of Beds, Waters, and Airspace Over Navigable Lakes in the State of Idaho

Who does this rule apply to?

- Owners of property adjacent to navigable lakes
- Persons wishing to construct encroachments on navigable lakes
- The general public who recreate and otherwise enjoy navigable lakes

What is the purpose of this rule?

This rule protects the state's navigable lakes by setting standards for encroachments. By regulating encroachments, this rule protects property, navigation, fish and wildlife habitat, aquatic life, recreation, aesthetic beauty, and water quality.

Encroachments include docks, marinas, piers, buoys, pilings, breakwaters, boat ramps, and other facilities used to support water craft, as well as landfills, bridges, utility lines, float homes, boat garages, and other structures constructed on, in, or above the beds or waters of a navigable lake.

What is the legal authority for the agency to promulgate this rule?

This rule implements the following statutes passed by the Idaho Legislature:

Public Lands -

Department of Lands:

- [Section 58-104\(6\) and 58-104\(9\), Idaho Code](#) – State Land Board — Powers and Duties
- [Section 58-105, Idaho Code](#) – Director

Navigational Encroachments

- [Title 58, Chapter 13, et seq., Idaho Code](#) – Navigational Encroachments

Idaho Administrative Procedure Act:

- [Title 67, Chapter 52, et seq., Idaho Code](#) – Idaho Administrative Procedure Act

Who do I contact for more information on this rule?

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**20.03.04 – RULES FOR THE REGULATION OF BEDS, WATERS, AND AIRSPACE
OVER NAVIGABLE LAKES IN THE STATE OF IDAHO**

000. LEGAL AUTHORITY.

This Chapter is adopted under the legal authorities of Sections 58-104(6), 58-104(9), 58-105, and 58-127, Idaho Code; Title 58, Chapter 13, Idaho Code; and Title 67, Chapter 52, Idaho Code. (3-18-22)

001. TITLE AND SCOPE.

01. Title. These rules are titled IDAPA 20.03.04, “Rules for the Regulation of Beds, Waters, and Airspace Over Navigable Lakes in the State of Idaho.” (3-18-22)

02. Scope. These rules govern encroachments on, in, or above navigable lakes in the state of Idaho. (3-18-22)

002. ADMINISTRATIVE APPEALS.

Any person aggrieved by any final decision or order of the board is entitled to judicial review pursuant to the provisions of Title 67, Chapter 52, Idaho Code, IDAPA 20.01.01, Title 58, Chapter 13, Sections 58-1305 and 58-1306, Idaho Code, and Sections 025, 030, and 080 of these rules. (3-18-22)

003. INCORPORATION BY REFERENCE.

The following documents are incorporated by reference into these rules: (3-18-22)

01. IDAPA 24.39.10, “Rules of the Idaho Electrical Board.” IDAPA 24.39.10 is available at <https://adminrules.idaho.gov/rules/current/24/243910.pdf>. (3-18-22)

02. IDAPA 24.39.20, “Rules Governing Plumbing.” This rule is available at <https://adminrules.idaho.gov/rules/current/24/243920.pdf>. (3-18-22)

03. 33 CFR Part 62, revised as of July 27, 2015 (United States Aids to Navigation System). The Electronic Code of Federal Regulations (eCFR) is available at <http://www.ecfr.gov/cgi-bin/ECFR>. (3-18-22)

004. -- 009. (RESERVED)

010. DEFINITIONS.

01. Adjacent. Contiguous or touching, and with regard to land or land ownership having a common boundary. (3-18-22)

02. Aids to Navigation. Buoys, warning lights, and other encroachments in aid of navigation intended to improve waterways for navigation. (3-18-22)

03. Artificial High Water Mark. The high water elevation above the natural or ordinary high water mark resulting from construction of man-made dams or control works and impressing a new and higher vegetation line. (3-18-22)

04. Beds of Navigable Lakes. The lands lying under or below the “natural or ordinary high water mark” of a navigable lake and, for purposes of these rules only, the lands lying between the natural or ordinary high water mark and the artificial high water mark, if there be one. (3-18-22)

05. Board. The Idaho State Board of Land Commissioners or its designee. (3-18-22)

06. Boat Garage. A structure with one (1) or more slips that is completely enclosed with walls, roof, and doors, but no temporary or permanent residential area. (3-18-22)

07. Boat Lift. A mechanism for mooring boats partially or entirely out of the water. (3-18-22)

08. Boat Ramp. A structure or improved surface extending below the ordinary or artificial high water mark whereby watercraft or equipment are launched from land-based vehicles or trailers. (3-18-22)

09. Commercial Marina. A commercial navigational encroachment whose primary purpose is to provide moorage for rental or for free to the general public. (3-18-22)

- 10. Commercial Navigational Encroachment.** A navigational encroachment used for commercial purposes. (3-18-22)
- 11. Community Dock.** A structure that provides private moorage for more than two (2) adjacent littoral owners, or other littoral owners possessing a littoral common area with littoral rights including, but not limited to homeowner’s associations. No public access is required for a community dock. (3-18-22)
- 12. Covered Slip.** A slip, or group of slips, with a frame, fabric canopy, and eaves that do not extend beyond the underlying dock. (3-18-22)
- 13. Department.** The Idaho Department of Lands or its designee. (3-18-22)
- 14. Director.** The head of the Idaho Department of Lands or his designee. (3-18-22)
- 15. Encroachments in Aid of Navigation.** Includes docks, piers, jet ski and boat lifts, buoys, pilings, breakwaters, boat ramps, channels or basins, and other facilities used to support water craft and moorage on, in, or above the beds or waters of a navigable lake. The term “encroachments in aid of navigation” is used interchangeably with the term “navigational encroachments.” (3-18-22)
- 16. Encroachments Not in Aid of Navigation.** Includes all other encroachments on, in, or above the beds or waters of a navigable lake, including landfills, bridges, utility and power lines, or other structures not constructed primarily for use in aid of navigation, such as float homes and boat garages. The term “encroachments not in aid of navigation” is used interchangeably with the term “nonnavigational encroachments.” (3-18-22)
- 17. Floating Home or Float Home.** A structure that is designed and built to be used, or is modified to be used, as a stationary waterborne residential dwelling and is not self-propelled. These structures are usually dependent for utilities upon a continuous utility linkage to a source originating on shore, and must have either a permanent continuous connection to a sewage system on shore, or an alternative method of sewage disposal that does not violate local, state, or federal water quality and sanitation regulations. (3-18-22)
- 18. Floating Toys.** Trampolines, inflatable structures, water ski courses, and other recreational equipment that are not permanently anchored to the lake bed or an encroachment and are either located between the shoreline and the line of navigability or are waterward of the line of navigability for less than twenty-four (24) consecutive hours. (3-18-22)
- 19. Jet Ski Ramp, Port, or Lift.** A mechanism for mooring jet skis or other personal watercraft similar to a boat lift. The lifts may be free standing or attached to a dock or pier. (3-18-22)
- 20. Line of Navigability.** A line located at such distance waterward of the low water mark established by the length of existing legally permitted encroachments, water depths waterward of the low water mark, and by other relevant criteria determined by the board when a line has not already been established for the body of water in question. (3-18-22)
- 21. Low Water Mark.** That line or elevation on the bed of a lake marked or located by the average low water elevations over a period of years, and marks the point to which the riparian rights of adjoining landowners extend as a matter of right, in aid of their right to use the waters of the lake for purposes of navigation. (3-18-22)
- 22. Moorage.** A place to secure float homes and watercraft including, but not limited to, boats, personal watercraft, jet skis, etc. (3-18-22)
- 23. Natural or Ordinary High Water Mark.** The high water elevation in a lake over a period of years, uninfluenced by man-made dams or works, at which elevation the water impresses a line on the soil by covering it for sufficient periods to deprive the soil of its vegetation and destroy its value for agricultural purposes. (3-18-22)
- 24. Navigable Lake.** Any permanent body of relatively still or slack water, including man-made reservoirs, not privately owned and not a mere marsh or stream eddy, and capable of accommodating boats or canoes.

This definition does not include man-made reservoirs where the jurisdiction thereof is asserted and exclusively assumed by a federal agency. (3-18-22)

25. Party. Each person or agency named or admitted as a party or properly seeking and entitled as of right to be admitted as a party. (3-18-22)

26. Person. A partnership, association, corporation, natural person, or entity qualified to do business in the state of Idaho and any federal, state, tribal, or municipal unit of government. (3-18-22)

27. Piling. A metal, concrete, plastic, or wood post that is placed into the lakebed and used to secure floating docks and other structures. (3-18-22)

28. Plans. Maps, sketches, engineering drawings, aerial and other photographs, word descriptions, and specifications sufficient to describe the extent, nature and approximate location of the proposed encroachment and the proposed method of accomplishing the same. (3-18-22)

29. Public Hearing. The type of hearing where members of the public are allowed to comment, in written or oral form, on the record at a public meeting held at a set time and place and presided over by a designated representative of the Department who acts as the hearing coordinator. This type of hearing is an informal opportunity for public comment and does not involve the presentation of witnesses, cross examination, oaths, or the rules of evidence. A record of any oral presentations at such hearings will be taken by the Department by tape recorder. The hearing coordinator exercises such control at hearings as necessary to maintain order, decorum and common courtesy among the participants. (3-18-22)

30. Public Trust Doctrine. The duty of the State to its people to ensure that the use of public trust resources is consistent with identified public trust values. This common law doctrine has been interpreted by decisions of the Idaho Appellate Courts and is codified at Title 58, Chapter 12, Idaho Code. (3-18-22)

31. Pylon. A metal, concrete, or wood post that is placed into the lakebed and used to support fixed piers. (3-18-22)

32. Riparian or Littoral Rights. The rights of owners or lessees of land adjacent to navigable waters of the lake to maintain their adjacency to the lake and to make use of their rights as riparian or littoral owners or lessees in building or using aids to navigation but does not include any right to make any consumptive use of the waters of the lake. (3-18-22)

33. Riparian or Littoral Owner. The fee owner of land immediately adjacent to a navigable lake, or his lessee, or the owner of riparian or littoral rights that have been segregated from the fee specifically by deed, lease, or other grant. (3-18-22)

34. Riparian or Littoral Right Lines. Lines that extend waterward of the intersection between the artificial or ordinary high water mark and an upland ownership boundary to the line of navigation. Riparian or littoral right lines will generally be at right angles to the shoreline. (3-18-22)

35. Side Tie. Moorage for watercraft where the dock or pier is on only one (1) side of the watercraft. (3-18-22)

36. Single-Family Dock. A structure providing noncommercial moorage that serves one (1) waterfront owner whose waterfront footage is no less than twenty-five (25) feet. (3-18-22)

37. Slip. Moorage for boats with pier or dock structures on at least two (2) sides of the moorage. (3-18-22)

38. Submerged Lands. The state-owned beds of navigable lakes, rivers and streams below the natural or ordinary high water marks. (3-18-22)

39. Two-Family Dock. A structure providing noncommercial moorage that serves two (2) adjacent

waterfront owners having a combined waterfront footage of no less than fifty (50) feet. Usually the structure is located on the common littoral property line. (3-18-22)

40. Upland. The land bordering on navigable lakes, rivers, and streams. (3-18-22)

011. ABBREVIATIONS.

01. ATON. Aids to Navigation. (3-18-22)

02. HDPE. High-Density Polyethylene. (3-18-22)

012. POLICY.

01. Environmental Protection and Navigational or Economic Necessity. It is the express policy of the State of Idaho that the public health, interest, safety and welfare requires that all encroachments upon, in or above the beds or waters of navigable lakes of the state be regulated in order that the protection of property, navigation, fish and wildlife habitat, aquatic life, recreation, aesthetic beauty and water quality be given due consideration and weighed against the navigational or economic necessity or justification for, or benefit to be derived from the proposed encroachment. Moreover, it is the responsibility of the State Board of Land Commissioners to regulate and control the use or disposition of state-owned lake beds, so as to provide for their commercial, navigational, recreational or other public use. (3-18-22)

02. No Encroachments Without Permit. No encroachment on, in or above the beds or waters of any navigable lake in the state may be made unless approval has been given as provided in these rules. An encroachment permit does not guarantee the use of public trust lands without appropriate compensation to the state of Idaho. (3-18-22)

03. Permitting of Existing Encroachments. (3-18-22)

a. The provisions of Title 58, Chapter 13, Section 58-1312, Idaho Code, apply. (3-18-22)

b. Any new encroachments, or any unpermitted encroachments constructed after January 1, 1975, are subject to these rules. (3-18-22)

013. -- 014. (RESERVED)

015. ENCROACHMENT STANDARDS.

01. Single-Family and Two-Family Docks. The following parameters govern the size and dimensions of single-family docks and two-family docks. (3-18-22)

a. No part of the structure waterward of the natural or ordinary high water mark or artificial high water mark may exceed ten (10) feet in width, excluding the slip cut out. (3-18-22)

b. Total surface decking area waterward of the natural or ordinary or artificial high water mark may not exceed seven hundred (700) square feet, including approach ramp and walkway for a single-family dock and may not exceed one thousand one hundred (1,100) square feet, including approach ramp and walkway for a two-family dock. (3-18-22)

c. No portion of the docking facility may extend beyond the line of navigability. Shorter docks are encouraged whenever practical and new docks normally will be installed within the waterward extent of existing docks or the line of navigability. (3-18-22)

d. A variance to the standards in this Subsection 015.01 may be approved by the Department when justified by site specific considerations, such as the distance to the established line of navigability. (3-18-22)

02. Community Docks. (3-18-22)

a. A community dock is considered a commercial navigational aid for purposes of processing the application. (3-18-22)

b. No part of the structure waterward of the natural or ordinary high water mark or artificial high water mark may exceed ten (10) feet in width except breakwaters when justified by site specific conditions and approved by the Department. (3-18-22)

c. A community dock may not have less than fifty (50) feet combined shoreline frontage. Moorage facilities will be limited in size as a function of the length of shoreline dedicated to the community dock. The surface decking area of the community dock is limited to the product of the length of shoreline multiplied by seven (7) square feet per lineal feet or a minimum of seven hundred (700) square feet. However, the Department, at its discretion, may limit the ultimate size when evaluating the proposal and public trust values. (3-18-22)

d. If a breakwater will be incorporated into the structure of a dock, and a need for the breakwater can be demonstrated, the Department may allow the surface decking area to exceed the size limitations of Paragraph 015.02.c of these rules. (3-18-22)

e. A person with an existing community dock that desires to change the facility to a commercial marina must submit the following information to the Department: (3-18-22)

i. A new application for an encroachment permit. (3-18-22)

ii. Text and drawings that describe which moorage will be public and which moorage will be private. (3-18-22)

03. Commercial Marina. (3-18-22)

a. Commercial marinas must have a minimum of fifty percent (50%) of their moorage available for use by the general public on either a first come, first served basis for free or rent, or a rent or lease agreement for a period of time up to one (1) year. Moorage contracts may be renewed annually, so long as a renewal term does not exceed one (1) year. Moorage for use by the general public may not include conditions that result in a transfer of ownership of moorage or real property, or require membership in a club or organization. (3-18-22)

b. Commercial marinas that are converted to a community dock must conform to all the community dock standards, including frontage requirements and square footage restrictions. This change of use must be approved by the Department through a new encroachment permit prior to implementing the change. (3-18-22)

c. If local city or county ordinances governing parking requirements for marinas have not been adopted, commercial marinas must provide a minimum of upland vehicle parking equivalent to one (1) parking space per two (2) public watercraft or float home moorages. If private moorage is tied to specific parking spaces or designated parking areas, then one (1) parking space per one (1) private watercraft or float home moorage must be provided. In the event of conflict, the local ordinances prevail. (3-18-22)

d. If a commercial marina can be accessed from a road, marina customers must be allowed access via that road. (3-18-22)

e. Moorage that is not available for public use as described in Paragraph 015.03.a. of these rules is private moorage. (3-18-22)

f. When calculating the moorage percentage, the amount of public moorage is to be compared to the amount of private moorage. Commercial marinas with private float home moorage are required to provide either non-private float home moorage or two (2) public use boat moorages for every private float home moorage in addition to any other required public use boat moorages. (3-18-22)

g. When private moorage is permitted, the public moorage must be of similar size and quality as private moorage, except for float home moorage as provided in Paragraph 015.03.f. (3-18-22)

h. Commercial marinas with private moorage must form a condominium association, co-op, or other entity that owns and manages the marina, littoral rights, upland property sufficient to maintain and operate a marina, and private submerged land, if present. This entity is responsible for obtaining and maintaining an encroachment permit under these rules and a submerged lands lease under IDAPA 20.03.17, “Rules Governing Leases on State-Owned Submerged lands and Formerly Submerged Lands.” (3-18-22)

i. Existing commercial marinas that desire to change their operations and convert some of their moorage to private use must keep at least fifty percent (50%) of their moorage available for use by the general public. This change in operations must be approved by the Department through a new encroachment permit prior to implementation of the change. The permit application must describe, in text and in drawings, which moorage will be public and which moorage will be private. (3-18-22)

04. Covered Slip. (3-18-22)

a. Covered slips, regardless of when constructed, may not have a temporary or permanent residential area. (3-18-22)

b. Slip covers should have colors that blend with the natural surroundings and are approved by the Department. (3-18-22)

c. Covered slips may not be supported by extra piling nor constructed with hard roofs. (3-18-22)

d. Slip covers with permanent roofs and up to three (3) walls may be maintained or replaced at their current size if they were previously permitted or if they were constructed prior to January 1, 1975. These structures may not be expanded nor converted to boat garages. (3-18-22)

e. Fabric covered slips must be constructed as canopies without sides unless the following standards are followed: (3-18-22)

i. At least two (2) feet of open space is left between the bottom of the cover and the dock or pier surface; and (3-18-22)

ii. Fabric for canopy and sides will transmit at least seventy-five percent (75%) of the natural light. (3-18-22)

05. Boat Garage. (3-18-22)

a. Boat garages are considered nonnavigational encroachments. (3-18-22)

b. Applications for permits to construct new boat garages, expand the total square footage of the existing footprint, or raise the height will not be accepted unless the application is to support local emergency services. (3-18-22)

c. Existing permitted boat garages may be maintained or replaced with the current square footage of their existing footprint and height. (3-18-22)

d. Relocation of an existing boat garage will require a permit. (3-18-22)

06. Breakwaters. Breakwaters built upon the lake for use in aid of navigation will not be authorized below the level of normal low water without an extraordinary showing of need, provided, however that this does not apply to floating breakwaters secured by piling and used to protect private property from recurring wind, wave, or ice damage, or used to control traffic in busy areas of lakes. The breakwater must be designed to counter wave actions of known wave heights and wave lengths. (3-18-22)

07. Seawalls. Seawalls should be placed at or above the ordinary high water mark, or the artificial high water mark, if applicable. Seawalls are not an aid to navigation, and placement waterward of the ordinary or artificial

high water mark will generally not be allowed. (3-18-22)

08. Riprap. (3-18-22)

a. Riprap used to stabilize shorelines will consist of rock that is appropriately sized to resist movement from anticipated wave heights or tractive forces of the water flow. The rock must be sound, dense, durable, and angular rock resistant to weathering and free of fines. The riprap must overlie a distinct filter layer which consists of sand, gravel, or nonwoven geotextile fabric. The riprap and filter layer must be keyed into the bed below the ordinary or artificial high water mark, as applicable. If the applicant wishes to install riprap with different standards, they must submit a design that is signed and stamped for construction purposes by a professional engineer registered in the state of Idaho. (3-18-22)

b. Riprap used to protect the base of a seawall or other vertical walls may not need to be keyed into the bed and may not require a filter layer, at the Department's discretion. (3-18-22)

09. Mooring Buoys. Buoys must be installed a minimum of thirty (30) feet away from littoral right lines of adjacent littoral owners. One (1) mooring buoy per littoral owner may be allowed. (3-18-22)

10. Float Homes. (3-18-22)

a. Applications for permits to construct new float homes, or to expand the total square footage of the existing footprint, will not be accepted. (3-18-22)

b. Applications for relocation of float homes within a lake or from one (1) lake to another are subject to the following requirements: (3-18-22)

i. Proof of ownership or long term lease of the uplands adjacent to the relocation site must be furnished to the Department. (3-18-22)

ii. The applicant must show that all wastes and waste water will be transported to shore disposal systems by a method approved by the Idaho Department of Environmental Quality or the appropriate local health authority. Applicant must either obtain a letter from the local sewer district stating that the district will serve the float home or demonstrate that sewage will be appropriately handled and treated. Applicant must also provide a statement from a professional plumber licensed in the state of Idaho that the plumbing was designed in accordance with IDAPA 24.39.20, "Rules Governing Plumbing," as incorporated by reference in Section 003 of these rules, installed properly, and has been pressure tested. (3-18-22)

c. Encroachment applications and approved local permits are required for replacement of, or adding another story to, a float home. (3-18-22)

d. All plumbing work on float homes must be done in accordance with IDAPA 24.29.20, "Rules Governing Plumbing" and IDAPA 29.39.10, "Rules of the Idaho Electrical Board," as incorporated by reference in Section 003 of these rules. (3-18-22)

e. All float homes in Idaho that connect with upland sewer or septic systems must implement the following standards by December 31, 2012: (3-18-22)

i. The holding tank with pump or grinder unit must be adequately sealed to prevent material from escaping and to prevent lake water from entering. The tank lid must have a gasket or seal, and the lid must be securely fastened at all times unless the system is being repaired or maintained. An audible overflow alarm must also be installed. (3-18-22)

ii. Grinders or solids handling pumps must be used to move sewage from the float home to the upland system. (3-18-22)

iii. If solids handling pumps are used, they must have a minimum two (2) inch interior diameter discharge, and the pipe to the shoreline must also have a minimum two (2) inch interior diameter. Connectors used on

either end of this pipe may not significantly reduce the interior diameter. (3-18-22)

iv. The pipeline from the float home to the shoreline must be a continuous line with no mechanical connections. Check valves and manual shutoff valves must be installed at each end of the line. Butt fused HDPE, two hundred (200) psi black polyethylene pipe, or materials with similar properties must be used. The pipeline must contain sufficient slack to account for the maximum expected rise and fall of the lake or river level. The pipeline must be buried in the lakebed for freeze protection where it will be exposed during periods of low water. Pipelines on the bed of the lake must be appropriately located and anchored so they will not unduly interfere with navigation or other lake related uses. (3-18-22)

v. Manifolds below the ordinary, or artificial if applicable, high water mark that collect two (2) or more sewer lines and then route the discharge to the shore through a single pipe are not allowed. All float homes must have an individual sewer line from the float home to a facility on the shore. (3-18-22)

f. All float home permittees will have their float homes inspected by a professional plumber licensed in the state of Idaho by December 31, 2012. The inspection will be documented with a report prepared by the inspector. The report will document whether or not the float homes meet the standards in Paragraph 015.10.e. of these rules, and will be provided to the Department before the above date. (3-18-22)

g. A float home permittee must request an extension, and give cause for the extension, if their float home does not meet the standards in paragraph 015.01.e. of these rules by December 31, 2012. Extensions beyond December 31, 2016 will not be allowed. A permittee's failure to either request the extension, if needed, or to meet the December 31, 2016 deadline will be a violation subject to the provisions of Section 080 of these rules. (3-18-22)

h. Construction or remodel work on a float home that costs fifty percent (50%) or more of its assessed value will require an encroachment application and construction drawings stamped by an engineer licensed in the state of Idaho. (3-18-22)

11. Excavated or Dredged Channel. (3-18-22)

a. Excavating, dredging, or redredging channels require an encroachment permit and are processed in accordance with Section 030 of these rules. (3-18-22)

b. An excavated or dredged channel or basin to provide access to navigable waters must have a clear environmental, economic, or social benefit to the people of the state, and must not result in any appreciable environmental degradation. A channel or basin will not be approved if the cumulative effects of these features in the same navigable lake would be adverse to fisheries or water quality. (3-18-22)

c. Whenever practical, such channels or basins must be located to serve more than one (1) littoral owner or a commercial marina; provided, however, that no basin or channel will be approved that will provide access for watercraft to nonlittoral owners. (3-18-22)

12. ATONs. Aids to Navigation will conform to the requirements established by the United States Aid to Navigation system. (3-18-22)

13. General Encroachment Standards. (3-18-22)

a. Square Footage. The square footage limitations in Subsections 015.01 and 015.02 include all structures beyond the ordinary or artificial high water mark such as the approach, ramp, pier, dock, and all other floating or suspended structures that cover the lake surface, except for: (3-18-22)

i. Boat lifts as allowed pursuant to Paragraph 015.13.b. (3-18-22)

ii. Jet ski ramp, port, or lift as allowed pursuant to Paragraph 015.13.b. (3-18-22)

iii. Slip covers. (3-18-22)

- iv. Undecked portions of breakwaters. (3-18-22)
- b. Boat Lifts and Jet Ski Lifts.** (3-18-22)
 - i. Single-family docks are allowed a single boat lift and two (2) jet ski lifts, or two (2) boat lifts, without adding their footprint to the dock square footage. Additional lifts will require that fifty percent (50%) of the footprint of the largest lifts be included in the allowable square footage of the dock or pier as per Subsection 015.01. (3-18-22)
 - ii. Two-family docks are allowed two (2) boat lifts and four (4) jet ski lifts, or four (4) boat lifts, without adding their footprint to the dock square footage. Additional lifts will require that fifty percent (50%) of the footprint of the largest lifts be included in the allowable square footage of the dock or pier as per Subsection 015.01. (3-18-22)
 - iii. A boat lift or jet ski lift within lines drawn perpendicular from the shore to the outside dock edges will not require a separate permit if the lift is outside the ten (10) foot adjacent littoral owner setback, the lift does not extend beyond the line of navigability, and the lift does not count toward the square footage of the dock as outlined in Subparagraphs 015.13.b.i. and 015.13.b.ii. The permittee must send a revised permit drawing with the lift location as an application to the Department. If the lift meets the above conditions, the application will be approved as submitted. Future applications must include the lifts. (3-18-22)
 - iv. Community docks are allowed one (1) boat lift or two (2) jet ski lifts per moorage. Boat lifts placed outside of a slip must be oriented with the long axis parallel to the dock structure. Additional lifts will require that fifty percent (50%) of their footprint be included in the allowable square footage of the dock or pier as per Subsection 015.02. (3-18-22)
- c. Angle from Shoreline.** (3-18-22)
 - i. Where feasible, all docks, piers, or similar structures must be constructed so as to protrude as nearly as possible at right angles to the general shoreline, lessening the potential for infringement on adjacent littoral rights. (3-18-22)
 - ii. Where it is not feasible to place docks at right angles to the general shoreline, the Department will work with the applicant to review and approve the applicant's proposed configuration and location of the dock and the dock's angle from shore. (3-18-22)
- d. Length of Community Docks and Commercial Navigational Encroachments.** Docks, piers, or other works may extend to a length that will provide access to a water depth that will afford sufficient draft for water craft customarily in use on the particular body of water, except that no structure may extend beyond the normal accepted line of navigability established through use unless additional length is authorized by permit or order of the Director. If a normally accepted line of navigability has not been established through use, the Director may from time to time as he deems necessary, designate a line of navigability for the purpose of effective administration of these rules. (3-18-22)
- e. Presumed Adverse Effect.** It will be presumed, subject to rebuttal, that single-family and two-family navigational encroachments will have an adverse effect upon adjacent littoral rights if located closer than ten (10) feet from adjacent littoral right lines, and that commercial navigational encroachments, community docks or nonnavigational encroachments will have a like adverse effect upon adjacent littoral rights if located closer than twenty-five (25) feet to adjacent littoral right lines. Written consent of the adjacent littoral owner or owners will automatically rebut the presumption. All boat lifts and other structures attached to the encroachments are subject to the above presumptions of adverse affects. (3-18-22)
- f. Weather Conditions.** Encroachments and their building materials must be designed and installed to withstand normally anticipated weather conditions in the area. Docks, piers, and similar structures must be adequately secured to pilings or anchors to prevent displacement due to ice, wind, and waves. Flotation devices for docks, float homes, etc. must be reasonably resistant to puncture and other damage. (3-18-22)

g. Markers. If the Department determines that an encroachment is not of sufficient size to be readily seen or poses a hazard to navigation, the permit will specify that aids to navigation be used to clearly identify the potential hazard. (3-18-22)

h. Overhead Clearance. (3-18-22)

i. Overhead clearance between the natural or ordinary high water mark or the artificial high water mark, if there be one, and the structure or wires must be sufficient to pass the largest vessel that may reasonably be anticipated to use the subject waters in the vicinity of the encroachment. In no case will the clearance be required to exceed thirty (30) feet unless the Department determines after public hearing that it is in the overall public interest that the clearance be in excess of thirty (30) feet. Irrespective of height above the water, approval of structures or wires presenting a hazard for boating or other water related activities may be conditioned upon adequate safety marking to show clearance and otherwise to warn the public of the hazard. The Department will specify in the permit the amount of overhead clearance and markings required. (3-18-22)

ii. When the permit provides for overhead clearance or safety markings under Paragraph 015.13.h., the Department will consider the applicable requirements of the United States Coast Guard, the Idaho Transportation Department, the Idaho Public Utilities Commission and any other applicable federal, state, or local regulations. (3-18-22)

i. Beaded Foam Flotation. Beaded foam flotation must be completely encased in a manner that will maintain the structural integrity of the foam. The encasement must be resistant to the entry of rodents. (3-18-22)

14. Floating Toys. (3-18-22)

a. Encroachment permits are not required for floating toys, except where noted in Paragraph 015.14.b. Counties and cities may regulate floating toys for public safety and related concerns. (3-18-22)

b. A floating toy becomes a nonnavigational encroachment, and an encroachment permit is required, when one (1) of the following occurs: (3-18-22)

i. It is anchored to the bed of the lake with a device that requires equipment to remove it from the bed of the lake, or; (3-18-22)

ii. It is located waterward of the line of navigability for more than twenty-four (24) consecutive hours. (3-18-22)

15. Lake Specific Encroachment Permit Terms. (3-18-22)

a. The Department may use encroachment permit conditions specific to individual lakes if the permit conditions are needed to protect public trust values and the permit condition is approved by the Land Board. (3-18-22)

b. Lake specific encroachment permit conditions may supplement, negate, or alter encroachment standards established in Section 015 of these rules. (3-18-22)

c. Lake specific encroachment permit conditions will be used to assist with implementing lake management plans authorized by Title 39, Chapter 66, Idaho Code; Title 39, Chapter 85, Idaho Code; Title 67, Chapter 43, Idaho Code; and Title 70, Chapter 2, Idaho Code. The purpose for using such lake specific permit conditions is to address lake specific environmental concerns that require attention and create a need for a variance from what is allowed on other lakes. (3-18-22)

d. Lake specific encroachment permit terms may be read at the Idaho Department of Lands website: <http://www.idl.idaho.gov/>. (3-18-22)

016. -- 019. (RESERVED)

020. APPLICATIONS.

01. Encroachment Applications. No person shall hereafter make or cause to be made any encroachment on, in or above the beds or waters of any navigable lake in the state of Idaho without first making application to and receiving written approval from the department. The placing of dredged or fill material, refuse or waste matter intended as or becoming fill material, on or in the beds or waters of any navigable lake in the state of Idaho shall be considered an encroachment and written approval by the department is required. If demolition is required prior to construction of the proposed encroachment, then the application must describe the demolition activities and the steps that will be taken to protect water quality and other public trust values. No demolition activities may proceed until the permit is issued. (3-18-22)

02. Signature Requirement. Only persons who are littoral owners or lessees of a littoral owner shall be eligible to apply for encroachment permits. A person who has been specifically granted littoral rights or dock rights from a littoral owner shall also be eligible for an encroachment permit; the grantor of such littoral rights, however, shall no longer be eligible to apply for an encroachment permit. Except for waterlines or utility lines, the possession of an easement to the shoreline does not qualify a person to be eligible for an encroachment permit. (3-18-22)

03. Other Permits. Nothing in these rules shall excuse a person seeking to make an encroachment from obtaining any additional approvals lawfully required by federal, local or other state agencies. (3-18-22)

04. Repairs, Reinstallation of Structures. No permit is required to clean, maintain, or repair an existing permitted encroachment, but a permit is required to completely replace, enlarge, or extend an existing encroachment. Replacement of single-family and two-family docks may not require a permit if they meet the criteria in Section 58-1305(e), Idaho Code. Reinstalling the top or deck of a dock, wharf or similar structure shall be considered a repair; reinstallation of winter damaged or wind and water damaged pilings, docks, or float logs shall be considered a repair. Repairs, or replacements under Section 58-1305(e), Idaho Code, that adversely affect the bed of the lake will be considered a violation of these rules. (3-18-22)

05. Dock Reconfiguration. (3-18-22)

a. Rearrangement of single-family and two-family docks will require a new application for an encroachment permit. (3-18-22)

b. Rearrangement of community docks and commercial navigational encroachments may not require a new application for an encroachment permit if the changes are only internal. The department shall be consulted prior to modifications being made, and shall use the following criteria to help determine if a new permit must be submitted: (3-18-22)

i. Overall footprint does not change in dimension or orientation; (3-18-22)

ii. No increase in the square footage, as described in the existing permit and in accordance with Paragraph 015.13.a., occurs. This only applies to community docks; (3-18-22)

iii. The entrances and exits of the facility do not change. (3-18-22)

06. Redredging. Redredging a channel or basin shall be considered a new encroachment and a permit is required unless redredging is specifically authorized by the outstanding permit. Water quality certification from the Idaho Department of Environmental Quality is required regardless of how redredging is addressed in any existing or future permit. (3-18-22)

07. Forms, Filing. Applications and plans shall be filed on forms provided by the Department together with filing fees and costs of publication when required by these rules. Costs of preparation of the application, including all necessary maps and drawings, shall be paid by the applicant. (3-18-22)

a. Plans shall include the following information at a scale sufficient to show the information requested: (3-18-22)

- i. Lakebed profile in relationship to the proposed encroachment. The lakebed profile shall show the summer and winter water levels. (3-18-22)
 - ii. Copy of most recent survey or county plat showing the full extent of the applicant's lot and the adjacent littoral lots. (3-18-22)
 - iii. Proof of current ownership or control of littoral property or littoral rights. (3-18-22)
 - iv. A general vicinity map. (3-18-22)
 - v. Scaled air photos or maps showing the lengths of adjacent docks as an indication of the line of navigability, distances to adjacent encroachments, and the location and orientation of the proposed encroachment in the lake. (3-18-22)
 - vi. Total square footage of proposed docks and other structures, excluding pilings, that cover the lake surface. (3-18-22)
 - vii. Names and current mailing addresses of adjacent littoral landowners. (3-18-22)
- b.** Applications must be submitted or approved by the littoral owner or, if the encroachment will lie over or upon private lands between the natural or ordinary high water mark and the artificial high water mark, the application must be submitted or approved by the owner of such lands. When the littoral owner is not the applicant, the application shall bear the owner's signature as approving the encroachment prior to filing. (3-18-22)
- c.** If more than one (1) littoral owner exists, the application must bear the signature of all littoral owners, or the signature of an authorized officer of a designated homeowner's or property management association. (3-18-22)
- d.** Applications for noncommercial encroachments intended to improve waterways for navigation, wildlife habitat and other recreational uses by members of the public must be filed by any municipality, county, state, or federal agency, or other entity empowered to make such improvements. Application fees are not required for these encroachments. (3-18-22)
- e.** The following applications shall be accompanied by the respective nonrefundable filing fees together with a deposit toward the cost of newspaper publication, which deposit shall be determined by the director at the time of filing: (3-18-22)
- i. Nonnavigational encroachments require a fee of one thousand dollars (\$1,000); except that nonnavigational encroachments for bank stabilization and erosion control require a fee of five hundred fifty dollars (\$550). (3-18-22)
 - ii. Commercial navigational encroachments require a base fee of two thousand dollars (\$2,000). If the costs of processing an application exceed this amount, then the applicant may be charged additional costs as allowed by Title 58, Chapter 13, Section 58-1307, Idaho Code; (3-18-22)
 - iii. Community navigational encroachments require a fee of two thousand dollars (\$2,000); and (3-18-22)
 - iv. Navigational encroachments extending beyond the line of navigability require a fee of one thousand dollars (\$1,000). (3-18-22)
- f.** Applicants shall pay any balance due on publication costs before written approval will be issued. The Department shall refund any excess at or before final action on the application. (3-18-22)
- g.** Application for a single-family or two-family dock not extending beyond the line of navigability or a nonnavigational encroachment for a buried or submerged water intake line serving four or less households shall be accompanied by a nonrefundable filing fee of four hundred twenty-five dollars (\$425). (3-18-22)

h. No publication cost is required for application for noncommercial navigational encroachment not extending beyond the line of navigability or for application for installation of buried or submerged water intake lines and utility lines. (3-18-22)

i. Applications and plans shall be stamped with the date of filing. (3-18-22)

j. Applications that are incomplete, not in the proper form, not containing the required signature(s), or not accompanied by filing fees and costs of publication when required, shall not be accepted for filing. The department shall send the applicant a written notice of incompleteness with a listing of the application's deficiencies. The applicant will be given thirty (30) days from receipt of the notice of incompleteness to resubmit the required information. The deadline may be extended with written consent of the department. If the given deadline is not met, the department will notify the applicant that the application has been denied due to lack of sufficient information. The applicant may reapply at a later date, but will be required to pay another filing fee and publication fee, if applicable. (3-18-22)

021. -- 024. (RESERVED)

025. PROCESSING OF APPLICATIONS FOR SINGLE-FAMILY AND TWO-FAMILY NAVIGATIONAL ENCROACHMENTS WITHIN LINE OF NAVIGABILITY.

01. Single-Family and Two-Family Navigational Encroachments. Applications for single-family and two-family navigational encroachments not extending beyond the line of navigability will be processed with a minimum of procedural requirements and shall not be denied except in the most unusual of circumstances. No newspaper publication, formal appearance by the applicant, or hearing is contemplated. (3-18-22)

02. Notification of Adjacent Littoral Owners. The department will provide a copy of the application to the littoral owners immediately adjacent to the applicant's property. If the applicant owns one (1) or more adjacent lots, the department shall notify the owner of the next adjacent lot. If the proposed encroachment may infringe upon the littoral rights of an adjacent owner, the department will provide notice of the application by certified mail, return receipt requested; otherwise, the notice will be sent by regular mail. Notification will be mailed to the adjacent littoral owners' usual place of address, which, if not known, will be the address shown on the records of the county treasurer or assessor. The applicant may submit the adjacent littoral owners' signatures, consenting to the proposed encroachment, in lieu of the department's notification. (3-18-22)

03. Written Objections. (3-18-22)

a. If an adjacent littoral owner files written objections to the application with the department within ten (10) days from the date of service or receipt of notice of the completed application, the department shall fix a time and a place for a hearing. In computing the time to object, the day of service or receipt of notice of the application shall not be counted. Objections must be received within the ten (10) day period by mail or hand delivery in the local department office or the director's office in Boise. If the last day of the period is Saturday, Sunday or a legal holiday, the time within which to object shall run until the end of the first business day thereafter. (3-18-22)

b. The applicant and any objectors may agree to changes in the permit that result in the objections being withdrawn. Department employees may facilitate any such agreement. Participation by department personnel in this informal mediation shall not constitute a conflict of interest for participation in the hearing process. A withdrawal of objections must be in writing, completed prior to a scheduled hearing, and contain: (3-18-22)

i. Signatures of the applicant and the objecting party; (3-18-22)

ii. A description of the changes or clarifications to the permit that are acceptable to the applicant, the objecting party, and the department. (3-18-22)

04. Unusual Circumstances. Even though no objection is filed by an adjacent littoral owner to a noncommercial navigational encroachment, if the director deems it advisable because of the existence of unusual circumstances, he may require a hearing. (3-18-22)

05. Hearings. Hearings fixed by the director following an objection pursuant to Subsection 025.03 or the Director's own determination pursuant to Subsection 025.04 shall be fixed as to time and place, but no later than sixty (60) days from date of acceptance for filing of the application. At the hearing the applicant and any adjacent riparian owner filing timely objections may appear personally or through an authorized representative and present evidence. The department may also appear and present evidence at the hearing. In such hearings the hearing coordinator shall act as a fact finder and not a party. The Director, at his discretion, will designate a Department representative to sit as the hearing coordinator. Provided, however, that the parties may agree to informal disposition of an application by stipulation, agreed settlement, consent order, or other informal means. (3-18-22)

06. Decision Following a Hearing. The director shall, within forty-five (45) days after close of the hearing provided for in Subsections 025.03 or 025.04 render a final decision and give notice thereof to the parties appearing before him either personally or by certified or registered mail. The final decision shall be in writing. (3-18-22)

07. Disposition Without Hearing. If a hearing is not held under Subsection 025.03 or Subsection 025.04, then the department shall act upon a complete application filed under Subsection 025.01 as expeditiously as possible but no later than sixty (60) days from acceptance of the application. Failure to act within this sixty (60) day timeframe shall constitute approval of the application. Applications determined to be incomplete under Subsection 020.07 are not subject to the sixty (60) day timeframe until the information requested by the department and required by the rules has been submitted. (3-18-22)

08. Judicial Review. Any applicant aggrieved by the Director's final decision, or an aggrieved party appearing at a hearing, shall have a right to have the proceedings and final decision reviewed by the district court in the county where the encroachment is proposed by filing a notice of appeal within thirty (30) days from the date of the final decision. An adjacent littoral owner shall be required to deposit an appeal bond with the court, in an amount to be determined by the court but not less than five hundred dollars (\$500) insuring payment to the applicant of damages caused by delay and costs and expenses, including reasonable attorney fees, incurred on the appeal in the event the district court sustains the action of the director. The applicant need post no bond with the court to prosecute an appeal. (3-18-22)

026. -- 029. (RESERVED)

030. PROCESSING OF APPLICATIONS FOR ALL OTHER TYPES OF ENCROACHMENTS.

01. Nonnavigational, Community, and Commercial Navigational Encroachments. Within ten (10) days of receiving a complete application for a nonnavigational encroachment, a community dock, a commercial navigational encroachment, or a navigational encroachment extending beyond the line of navigability, the Department will cause to be published a notice of application once a week for two (2) consecutive weeks in a newspaper of general circulation in the county in which the encroachment is proposed. If, however, the Director orders a hearing on the application within the time for publication of the above notice, the Department will dispense with publication of the notice of the application and proceed instead to publish a notice of the public hearing as provided in Subsection 030.05. Applications for installation of buried or submerged water intake lines and utility lines are exempt from the newspaper publication process. (3-18-22)

02. Encroachments Not in Aid of Navigation. Encroachments not in aid of navigation in navigable lakes will normally not be approved by the Department and will be considered only in cases involving major environmental, economic, or social benefits to the general public. Approval under these circumstances is authorized only when consistent with the public trust doctrine and when there is no other feasible alternative with less impact on public trust values. (3-18-22)

03. Notifications. Upon request or when the Department deems it appropriate, the Department may furnish copies of the application and plans to federal, state and local agencies and to adjacent littoral owners, requesting comment on the likely effect of the proposed encroachment upon adjacent littoral property and public trust values such as navigation, fish and wildlife habitat, aquatic life, recreation, aesthetic beauty, water quality, etc. (3-18-22)

04. Written Comments or Objections. Within thirty (30) days of the first date of publication, an agency, adjacent littoral owner or lessee, or any resident of the state of Idaho may do one (1) of the following: (3-18-22)

a. Notify the Department of their opinions and recommendation, if any, for alternate plans they believe will be economically feasible and will accomplish the purpose of the proposed encroachment without unreasonably adversely affecting adjacent littoral property or public trust values; or (3-18-22)

b. File with the Department written objections to the proposed encroachment and request a public hearing on the application. The hearing must be specifically requested in writing. Any person or agency requesting a hearing on the application must deposit and pay to the Department an amount sufficient to cover the cost of publishing notice of hearing provided in Subsection 030.05. (3-18-22)

05. Hearing. Notice of the time and place of public hearing on the application will be published by the Director once a week for two (2) consecutive weeks in a newspaper in the county in which the encroachment is proposed, which hearing will be held within ninety (90) days from the date the application is accepted for filing. (3-18-22)

06. Hearing Participants. Any person may appear at the public hearing and present oral testimony. Written comments will also be received by the Department. (3-18-22)

07. Decision After Hearing. The Director will render a final decision within thirty (30) days after close of the public hearing. A copy of his final decision will be mailed to the applicant and to each person or agency appearing at the hearing and giving oral or written testimony in support of or in opposition to the proposed encroachment. (3-18-22)

08. Decision Where No Hearing. (3-18-22)

a. In the event no objection to the proposed encroachment is filed with the Department and no public hearing is requested under Subsection 030.04, or ordered by the Director under Subsection 030.01, the Department, based upon its investigation and considering the economics of the navigational necessity, justification or benefit, public or private, of such proposed encroachment as well as its detrimental effects, if any, upon adjacent real property and public trust values such as navigation, fish and wildlife habitat, aquatic life, recreation, aesthetic beauty, water quality, etc. will prepare and forward to the applicant its decision. (3-18-22)

b. The applicant, if dissatisfied with the Director's decision, has twenty (20) days from the date of the Director's decision to request reconsideration thereof. If reconsideration is required, the Director will set a time and place for a reconsideration hearing, not to exceed thirty (30) days from receipt of the request, at which time and place the applicant may appear in person or through an authorized representative and present briefing and oral argument. Upon conclusion of reconsideration, the Director will, by personal service or by registered or certified mail, notify the applicant of his final decision. (3-18-22)

09. Judicial Review. Any applicant aggrieved by the Director's final decision, or an aggrieved party who appeared at a hearing, has the right to have the proceedings and final decision of the Director reviewed by the district court in the county in which the encroachment is proposed by filing a notice of appeal within thirty (30) days from the date of the final decision. The applicant need post no bond with the court to prosecute an appeal. Any other aggrieved party is required to deposit an appeal bond with the court, in an amount to be determined by the court but not less than five hundred dollars (\$500), insuring payment to the applicant of damages caused by delay and costs and expenses, including reasonable attorney fees, incurred on the appeal in the event the district court sustains the action of the Director. (3-18-22)

10. Factors in Decision. In recognition of continuing private property ownership of lands lying between the natural or ordinary high water mark and the artificial high water mark, if present, the Department will consider unreasonable adverse effect upon adjacent property and undue interference with navigation the most important factors to be considered in granting or denying an application for either a nonnavigational encroachment or a commercial navigational encroachment not extending below the natural or ordinary high water mark. If no objections have been filed to the application and no public hearing has been requested or ordered by the Director, or,

if upon reconsideration of a decision disallowing a permit, or following a public hearing, the Department determines that the benefits, whether public or private, to be derived from allowing such encroachment exceed its detrimental effects, the permit will be granted. (3-18-22)

031. -- 034. (RESERVED)

035. TEMPORARY PERMITS.

01. Applicability. Temporary permits are used for construction, temporary activities related to permitted encroachments, or other activities approved by the Department. (3-18-22)

02. Permit Term. These permits are generally issued for less than one (1) year, but longer terms may be approved by the Department and permits may be extended with Department approval. (3-18-22)

03. Bonding. The Department may require bonds for temporary permits. (3-18-22)

04. Fee. The board sets fees for temporary permits, but the fees will not be greater than the amounts listed for the respective permit types in Subsection 020.07. Fee information is available on the Internet at www.idl.idaho.gov. (3-18-22)

05. Processing. These permits may be advertised if the Department deems it appropriate, with the applicant paying the advertising fee as per Subsection 020.07. (3-18-22)

036. -- 049. (RESERVED)

050. RECORDATION.

Recordation of an issued permit in the records of the county in which an encroachment is located is a condition of issuance of a permit and proof of recordation must be furnished to the Department by the permittee before a permit becomes valid. Such recordation is at the expense of the permittee. Recordation of an issued permit serves only to provide constructive notice of the permit to the public and subsequent purchasers and mortgagees, but conveys no other right, title, or interest on the permittee other than validation of said permit. (3-18-22)

051. -- 054. (RESERVED)

055. LEASES AND EASEMENTS.

01. Lease or Easement Required. As a condition of the encroachment permit, the Department may require a submerged land lease or easement for use of any part of the state-owned bed of the lake where such lease or easement is required in accordance with “Rules Governing Leases on State-owned Submerged Lands and Formerly Submerged Lands,” IDAPA 20.03.17, or “Rules For Easements On State-owned Submerged Lands And Formerly Submerged Lands,” IDAPA 20.03.09. A lease or easement may be required for uses including, but not limited to, commercial uses. Construction of an encroachment authorized by permit without first obtaining the required lease or easement constitutes a trespass upon state-owned public trust lands. This rule is intended to grant the state recompense for the use of the state-owned bed of a navigable lake where reasonable and it is not intended that the Department withhold or refuse to grant such lease or easement if in all other respects the proposed encroachment would be permitted. (3-18-22)

02. Seawalls, Breakwaters, Quays. Seawalls, breakwaters, and quays on or over state-owned beds, designed primarily to create additional land surface, will be authorized, if at all, by an encroachment permit and submerged land lease or easement, upon determination by the Department to be an appropriate use of submerged lands. (3-18-22)

056. -- 059. (RESERVED)

060. INSTALLATION.

01. Installation Only After Permit Issued. Installation or on site construction of an encroachment

may commence only when the permit is issued or when the department notifies the applicant in writing that installation may be commenced or when the department has failed to act in accordance with Subsection 025.07. (3-18-22)

02. Removal of Construction Waste. (3-18-22)

a. Pilings, anchors, old docks, and other structures or waste at the site of the installation or reinstallation and not used as a part of the encroachment shall be removed from the water and lakebed at the time of the installation or reinstallation to a point above normal flood water levels; provided, however, that this shall not be construed to prevent the use of trash booms for the temporary control of floatable piling ends and other floatable materials in a securely maintained trash boom, but approval for a trash boom shall be required as part of a permit. (3-18-22)

b. Demolition of encroachments shall be done in a manner that does not unnecessarily damage the lakebed or shoreline. Demolition work must comply with water quality standards administered by the Department of Environmental Quality. (3-18-22)

03. Compliance with Permit. All work shall be done in accordance with these rules, and the application submitted, and is subject to any condition specified in the permit. (3-18-22)

04. Sunset Clause. All activities authorized within the scope of the encroachment permit must be completed within three (3) years of issuance date. If the activities are not completed within three (3) years, the permit shall automatically expire unless it was previously revoked or extended by the department. The department may issue a permit with an initial sunset clause that exceeds three (3) years, if the need is demonstrated by the applicant. (3-18-22)

061. -- 064. (RESERVED)

065. ASSIGNMENTS.

01. Assignment of Encroachment Permit. Encroachment permits may be assigned upon approval of the department provided that the encroachment conforms with the approved permit. The assignor and assignee must complete a department assignment form and forward it to the appropriate area office. (3-18-22)

02. Assignment Fee. The assignment fee is three hundred dollars (\$300) and is due at the time the assignment is submitted to the department. (3-18-22)

03. Approval Required for Assignment. An assignment is not valid until it has been approved by the department. (3-18-22)

04. Assignment With New Permit. Encroachments not in compliance with the approved permit may be assigned only if: (3-18-22)

a. An application for a new permit to correct the noncompliance is submitted at the same time. (3-18-22)

b. The assignee submits written consent to bring the encroachment permit into compliance. (3-18-22)

066. -- 069. (RESERVED)

070. MISCELLANEOUS.

01. Water Resources Permit. A permit to alter a navigable stream issued by the Department of Water Resources pursuant to Title 42, Chapter 38, Idaho Code, may, in appropriate circumstances, contain language stating the approval of the Department of Lands to occupy the state-owned bed of the navigable stream. (3-18-22)

02. Dredge and Placer Mining. Department authorization is required for dredge and placer mining in

the lands, lakes and rivers within the state, whether or not the state owns the beds, pursuant to Title 47, Chapter 13, Idaho Code. (3-18-22)

03. Mineral Leases. Littoral rights do not include any right to remove bed materials from state-owned lakebeds. Applications to lease minerals, oil, gas and hydrocarbons, and geothermal resources within the state-owned beds of navigable lakes will be processed by the Department pursuant to Title 47, Chapters 7, 8 and 16, Idaho Code, and rules promulgated thereunder. (3-18-22)

04. Other Laws and Rules. The permittee must comply with all other applicable state, federal and local rules and laws insofar as they affect the use of public trust resources. (3-18-22)

071. -- 079. (RESERVED)

080. VIOLATIONS - PENALTIES.

01. Cease and Desist Order. When the Department determines that a violation of these rules is occurring due to the ongoing construction of an unauthorized encroachment or an unauthorized modification of a permitted encroachment, it may provide the landowner, contractor, or permittee with a written cease and desist order that consists of a short and plain statement of what the violation is, the pertinent legal authority, and how the violation may be rectified. This order will be served by personal service or certified mail. The cease and desist order is used to maintain the status quo pending formal proceedings by the Department to rectify the violation. (3-18-22)

02. Notice of Noncompliance/Proposed Permit Revocation. When the Department determines that these rules have been violated, a cause exists for revocation of a lake encroachment permit, or both of these have occurred, it will provide the permittee or offending person with a notice of noncompliance/proposed permit revocation that consists of a short and plain statement of the violation including any pertinent legal authority. This notice also informs the permittee or offending person of what steps are needed to either bring the encroachment into compliance, if possible, or avoid revocation, or both. (3-18-22)

03. Noncompliance Resolution. The Department will attempt to resolve all noncompliance issues through conference with the permittee or other involved party. Any period set by the parties for correction of a violation is binding. If the Department is unsuccessful in resolving the violations, then the Department may pursue other remedies under Section 080 of these rules. (3-18-22)

04. Violations. The following acts or omissions subject a person to a civil penalty as allowed by Title 58, Chapter 13, Section 58-1308, Idaho Code: (3-18-22)

a. A violation of the provisions of Title 58, Chapter 13, Idaho Code, or of the rules and general orders adopted and applicable to navigable lakes; (3-18-22)

b. A violation of any special order of the Director applicable to a navigable lake; or (3-18-22)

c. Refusal to cease and desist from any violation in regards to a navigable lake after having received a written cease and desist order from the Department by personal service or certified mail, within the time provided in the notice, or within thirty (30) days of service of such notice if no time is provided. (3-18-22)

d. Willfully and knowingly falsifying any records, plans, information, or other data required by these rules. (3-18-22)

e. Violating the terms of an encroachment permit. (3-18-22)

05. Injunctions, Damages. The Board expressly reserves the right, through the Director, to seek injunctive relief under Title 58, Chapter 13, Section 58-1308, Idaho Code and mitigation of damages under Title 58, Chapter 13, Section 58-1309, Idaho Code, in addition to the civil penalties provided for in Subsection 080.04 of these rules. (3-18-22)

06. Mitigation, Restoration. The board expressly reserves the right, through the Director, to require

mitigation and restoration of damages under Title 58, Chapter 13, Section 58-1309, Idaho Code, in addition to the civil penalties and injunctive relief provided for in Subsections 080.04 and 080.05 of these rules. The Department may consult with other state agencies to determine the appropriate type and amount of mitigation and restoration required. (3-18-22)

07. Revocation of Lake Encroachment Permits. (3-18-22)

a. The Department may institute an administrative action to revoke a lake encroachment permit for violation of the conditions of a permit, or for any other reason authorized by law. All such proceedings will be conducted as contested case hearings subject to the provisions of Title 67, Chapter 52, Idaho Code, and IDAPA 20.01.01, "Rules of Practice and Procedure before the State Board of Land Commissioners." (3-18-22)

b. A hearing officer appointed to conduct the revocation hearing prepares recommended findings of fact and conclusions of law and forward them to the Director for final adoption or rejection. (3-18-22)

c. An aggrieved party who appeared and testified at a hearing has the right to have the proceedings and final decision of the Director reviewed by the district court of the county in which the violation or revocation occurred by filing a notice of appeal within twenty-eight (28) days from the date of the final decision. (3-18-22)

081. -- 999. (RESERVED)

**PLAT OF
SOURDOUGH POINT**
LOCATED IN SEC. 29, T.57N., R.1W., B.M., BONNER CO., IDAHO
MAY 1961

OWNER'S CERTIFICATE

L.G. Moon Sr & Hazel B. Moon, husband & wife, of Bonner County, Idaho, hereby certify that they own & have had laid out into lots the land embraced in the within plat to be known as SOURDOUGH POINT, the boundaries of which are specifically described as follows: From the one quarter corner between Sections 29 & 32, T.57N., R.1W., B.M.; thence East along the south section line of said section 29 a distance of 309.25 feet; thence North a distance of 660.00 feet to the Initial Point; thence N11°53'30"W a distance of 159.91 feet; thence N25°12'W a distance of 248.90 feet; thence N25°08'15"W a distance of 217.18 feet; thence N19°33'45"W a distance of 170.36 feet; thence N8°40'30"E a distance of 173.37 feet; thence N53°39'15"W a distance of 111.65 feet; thence N78°28'45"W a distance of 118.78 feet; thence N11°41'30"W a distance of 69.29 feet; thence N4°14'15"W a distance 340.75 feet; thence N20°14'15"W a distance of 303.88 feet; thence N32°43'30"W a distance of 118.87 feet; thence N11°33'W a distance of 102.07 feet; thence West a distance of 271.55 feet; thence S12°00'E a distance of 579.75 feet; thence S27°15'E a distance of 690.84 feet; thence N62°45'E a distance of 122.27 feet; thence S27°15'E a distance of 521.31 feet; thence East a distance of 126.44 feet to the Initial Point, all in Section 29, T.57N., R.1W., B.M., Bonner County, Idaho. They further certify that all lot lines terminating at the shoreline of Lake Pend Oreille are intended to be extended to the high water line of said lake, & that the roads & lake access areas as shown are reserved for the use of the owners of lots in the within plat.

Dated: May 8, 1961

Signed: L.G. Moon
Hazel B. Moon

SURVEYOR'S CERTIFICATE

I hereby certify that the within plat is correct & was prepared from an actual survey made by me May 1960, that the metes & bounds description as given in the owners certificate is correct, that all lot corners have been established on the ground, & that this tracing is an exact copy of the final map of SOURDOUGH POINT.

Dated: May 4, 1961

Signed: William W. Wyatt

COUNTY SURVEYOR'S AFFIDAVIT

I hereby certify that I have examined the within plat & have checked the computations involved sufficiently to determine that it complies with the laws relating to the filing of plats.

Dated: May 22, 1961

Signed: Donald W. Johnson
County Surveyor

COUNTY COMMISSIONERS APPROVAL

Approved & accepted by the Board of County Commissioners of Bonner County, Idaho, this 11 day of June, 1961.

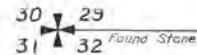
By: J.M. Nicholson
Chairman of the Board

ACKNOWLEDGEMENT

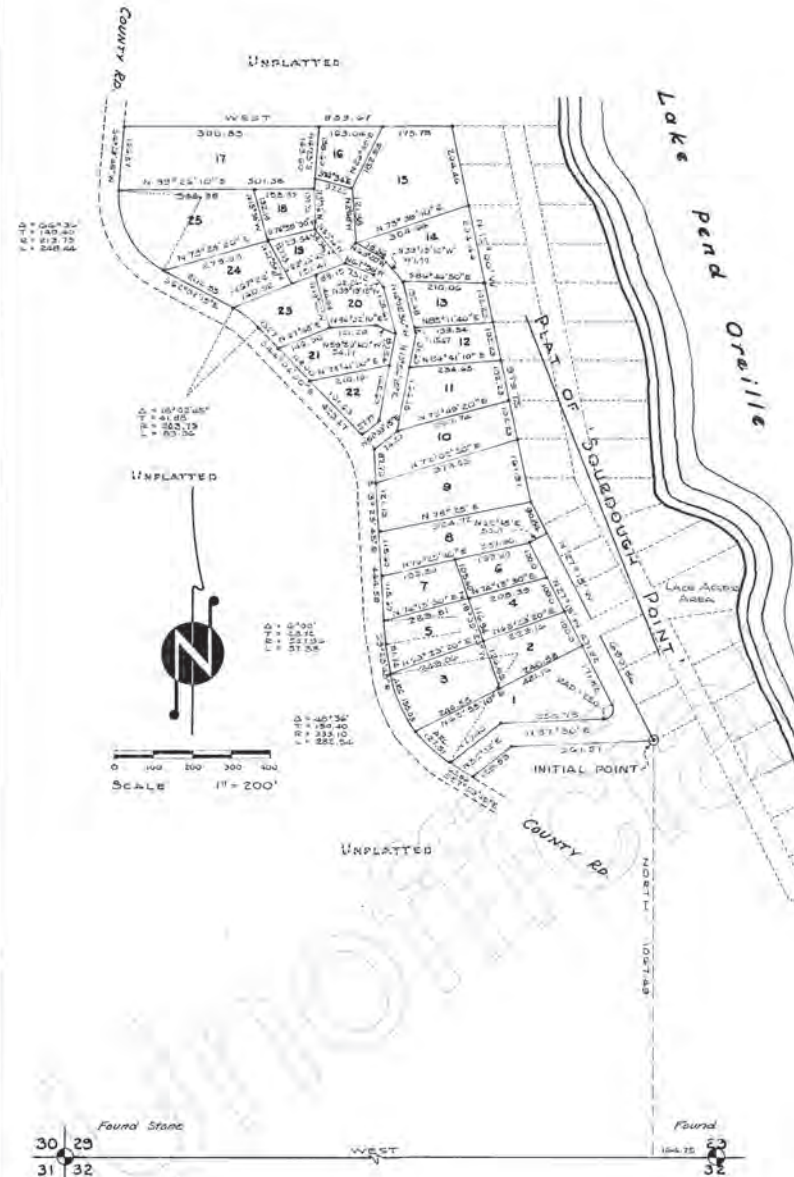
STATE OF IDAHO
COUNTY OF BONNER On this 8th day of MAY, 1961, before me, a notary public, appeared L.G. Moon Sr & Hazel B. Moon, husband & wife, personally known to me to be the persons who subscribed their names to the foregoing owners certificate & acknowledged to me that they executed the same for the purpose stated therein.

My Commission expires
July 26, 1963

John E. Anderson
Notary Public in & for the
State of Idaho at Sandpoint



**1ST ADDITION TO SOURDOUGH POINT
SUBDIVISION IN BONNER COUNTY, IDAHO
In Sec. 29, Twp. 57 N., R. 1 W., B.M.**



SURVEYORS CERTIFICATE

I hereby certify that the within plat of 1ST ADDITION TO SOURDOUGH POINT SUBDIVISION IN BONNER COUNTY, IDAHO is correct and the metes and bounds description of the same is correct, that the survey for said plat was completed July 11, 1966, that all lot corners and markers shown hereon have been established on the ground, and that this map is a true and accurate record of the survey and field work performed by me.
Date July 14, 1966
Signed *William W. Whitely*



COUNTY SURVEYORS AFFIDAVIT

I hereby certify that I have examined the within plat of 1ST ADDITION TO SOURDOUGH POINT SUBDIVISION IN BONNER COUNTY, IDAHO and checked the computations sufficiently to determine that it complies with the laws relating to the filing of plats.
Date July 17, 1966
Signed *Frank W. Legard*



COUNTY COMMISSIONERS APPROVAL

Accepted and approved by the Board of County Commissioners of Bonner County, Idaho this 14 day of July, 1966
John B. Buckner
Chairman of the Board of County Commissioners

COUNTY TREASURERS AFFIDAVIT

I hereby certify that the required taxes on the herein platted land have been fully paid.
Dated this 11 day of July, 1966
Signed *John B. Buckner*
Bonner County Treasurer

OWNERS CERTIFICATE

L.G. Moon Sr. & Hazel B. Moon, husband & wife, of Bonner Co., Idaho, hereby certify that they own & have had laid out into lots the land embraced in the within plat to be known as '1ST ADDITION TO SOURDOUGH POINT', the boundaries of which are more specifically described as follows: Beginning at the Initial Point, which point is the southwest corner of lot 35 of previously platted 'SOURDOUGH POINT', B lies 164.75' West, & 1067.43' North of the south 1/4 corner of Sec. 29, T. 57 N., R. 1 W., B.M., in Bonner Co., Idaho; thence N 27° 15' W, 690.84'; thence N 12° 00' W, 970.75'; thence West, 830.07'; thence S 4° 23' 45" W, 166.57'; thence on a curve to the left whose radius is 213.73', a distance of 248.44'; thence S 62° 07' 15" E, 202.55'; thence on a curve to the right whose radius is 263.73' a distance of 83.06'; thence S 44° 04' 30" E, 429.47'; thence S 3° 23' 45" E, 444.08'; thence on a curve to the left whose radius is 547.36' a distance of 57.38'; thence S 9° 23' 45" E, 81.74'; thence on a curve to the left whose radius is 335.10' a distance of 282.54'; thence S 57° 59' 45" E, 63.86'; thence N 52° 02' E, 199.53'; thence N 87° 30' E, 361.57' to the Initial Point.
They further certify that all roads shown, as well as the lake access area, are reserved for the use of the owners of lots herein & are not intended for use by the public.
Date August 3, 1966

Signed *L.G. Moon Sr.*
Hazel B. Moon

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF BONNER On this 3rd day of August, 1966, before me, a Notary Public, appeared L. G. Moon Sr. and Hazel B. Moon, personally known to me to be the persons who subscribed their names to the foregoing Owner's Certificate and acknowledged to me that they executed the same for the purpose stated there.
My commission expires: November 14, 1966.
Charles F. Anderson
Notary Public in and for the State of Idaho

W. P. 1126 21057
B. H. Anderson, Agent
the agent
any Clerk of the
of 500

PLAT OF 2ND ADDITION TO SOURDOUGH POINT LOCATED IN SECS 29 & 32, T.57N, R.1W, B.M., BONNER CO, IDAHO

OWNER'S CERTIFICATE

The Sourdough Company, a partnership in Bonner County, Idaho, hereby certifies that it owns & has had laid out into blocks, lots, & roads the land embraced in the within plat to be known as the "SECOND ADDITION TO SOURDOUGH POINT", the boundaries of which are more specifically described as follows: Block 1 - From the Initial Point, which point is the south one-quarter corner of Sec. 29, T. 57 N., R. 1 W., B. M.; thence North, 660.00'; thence East, 182.81'; thence N27°15' W, 521.31'; thence S62°45' W, 122.27'; thence S87°30' W, 361.57'; thence S 52°02' W, 129.33'; thence S 57°59' 45" E, 122.36'; thence S 25°06' E, 1010.18'; thence East, 79.72' to the Initial Point - AND Block 2, 3, 4, 5 - From the Initial Point thence West, 79.72'; thence S 63°54' W, 50.00'; thence S 26°06' E, 102.37'; thence S 25°20' E, 373.96'; thence S 6°01' 40" E, 230.28'; thence N 33°34' 10" W, 205.52'; thence N 40°26' 10" W, 311.48'; thence N 67°36' 20" W, 209.68'; thence N 46°43' 30" W, 229.81'; thence S 74°11' 20" W, 171.87'; thence West, 1372.01'; thence N 5°10' 15" W, 145.36'; thence West, 598.12'; thence N 0°49' W, 2653.84'; thence East, 1120.36'; thence S 4°28' 45" W, 162.58'; thence on a curve to the left whose radius is 263.73' on an arc distance of 306.56'; thence S 62°07' 15" E, 202.55'; thence on a curve to the right whose radius is 213.73' on an arc distance of 67.32'; thence S 44°04' 30" E, 318.32'; thence on a curve to the right whose radius is 249.81' on an arc distance of 1171.37'; thence S 32°34' 5" E, 333.44'; thence on a curve to the left whose radius is 597.96' on an arc distance of 62.62'; thence S 9°23' 45" E, 61.74'; thence on a curve to the left whose radius is 393.10' on an arc distance of 324.95'; thence S 57°59' 45" E, 73.69'; thence on a curve to the right whose radius is 343.56' on an arc distance of 191.29'; thence S 26°06' E, 897.63'; thence N 63°54' E, 50.00'; thence East, 79.72' to the Initial Point.

All roads shown are hereby dedicated to the public with the understanding that the County will not maintain said roads unless they are constructed to standards acceptable to the County.

Dated: AUGUST 23, 1968

SOURDOUGH COMPANY
Lawrence G. Moon Sr.
President
Lawrence G. Moon Jr.
Sec. - Treas.

SURVEYOR'S CERTIFICATE

I hereby certify that the within plat is correct, that the description given in the Owners Certificate is correct, that survey corners have been established on the ground where shown, & that this map is an accurate record of the work performed in the field.

Dated: AUGUST 19, 1968

WILLIAM W. WYATT
1148
STATE OF IDAHO
WILLIAM W. WYATT

COUNTY SURVEYOR'S AFFIDAVIT

I hereby certify that I have examined the within plat & have checked the computations involved sufficiently to determine that the same conform to the laws relating to the filing of plats.

Dated: August 29, 1968

WILLIAM W. WYATT
1342
STATE OF IDAHO
WILLIAM W. WYATT

HEALTH OFFICER'S APPROVAL

Approved by the Panhandle District Health Unit this 21 day of August, 1968.

J. C. Cross

COUNTY TREASURER'S AFFIDAVIT

I hereby certify that the required taxes on the within plat have been fully paid.

Dated: 8-21, 1968.

B. L. King

PLANNING COMMISSION APPROVAL

Approved by the Bonner County Planning Commission this 23rd day of August, 1968.

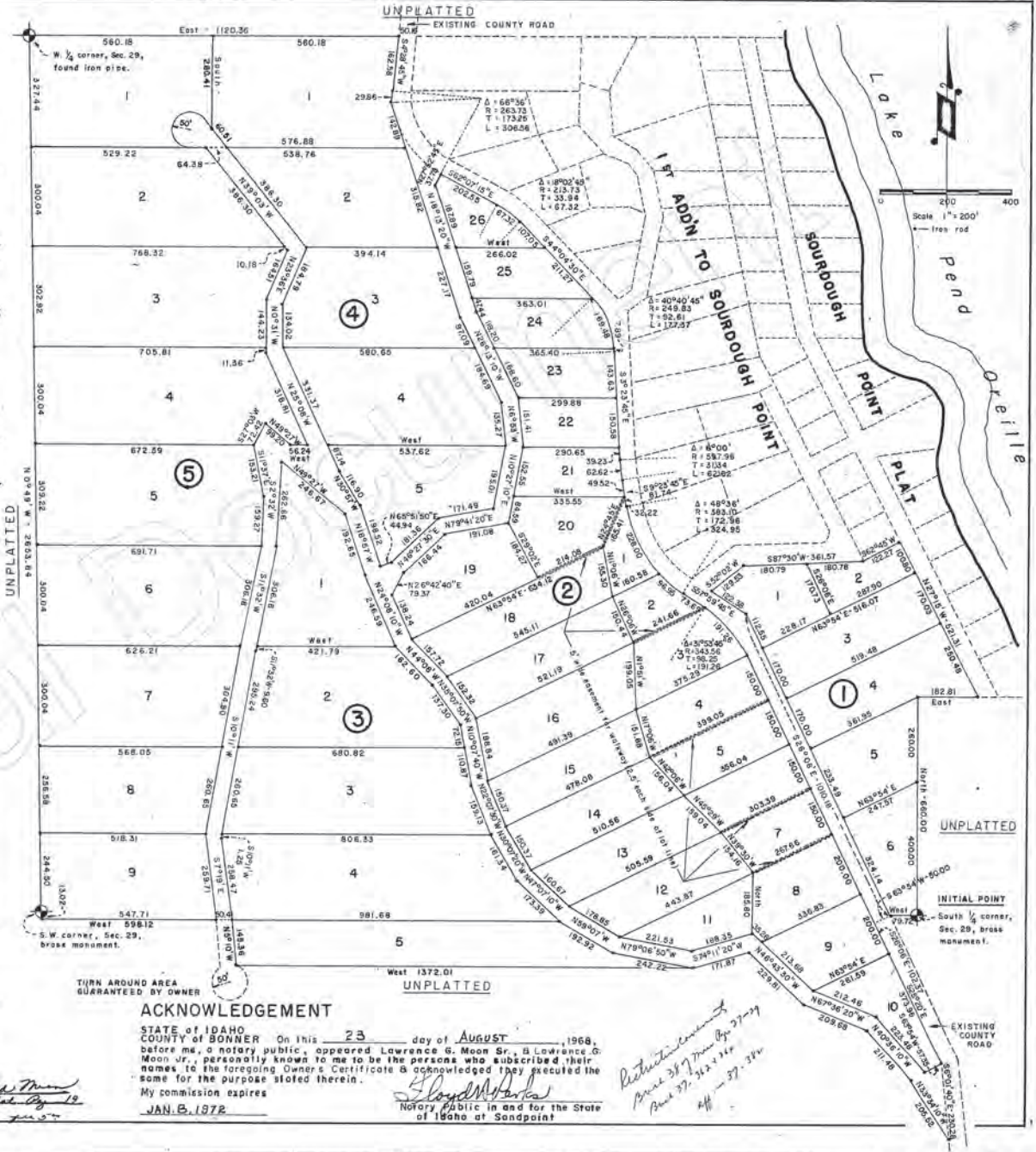
James D. Reed

COUNTY COMMISSIONER'S APPROVAL

Approved & accepted by the Board of Commissioners of Bonner County, Idaho, this 26 day of AUGUST, 1968.

Chairman of the Board

PLAT FILE RECORD 41161 IN 27A, REQUEST OF Lawrence G. Moon
DARRYL L. KENNEDY, BONNER COUNTY RECORDER BOOK NO. 307 FILED Aug 29 1968
3 11:48 AM

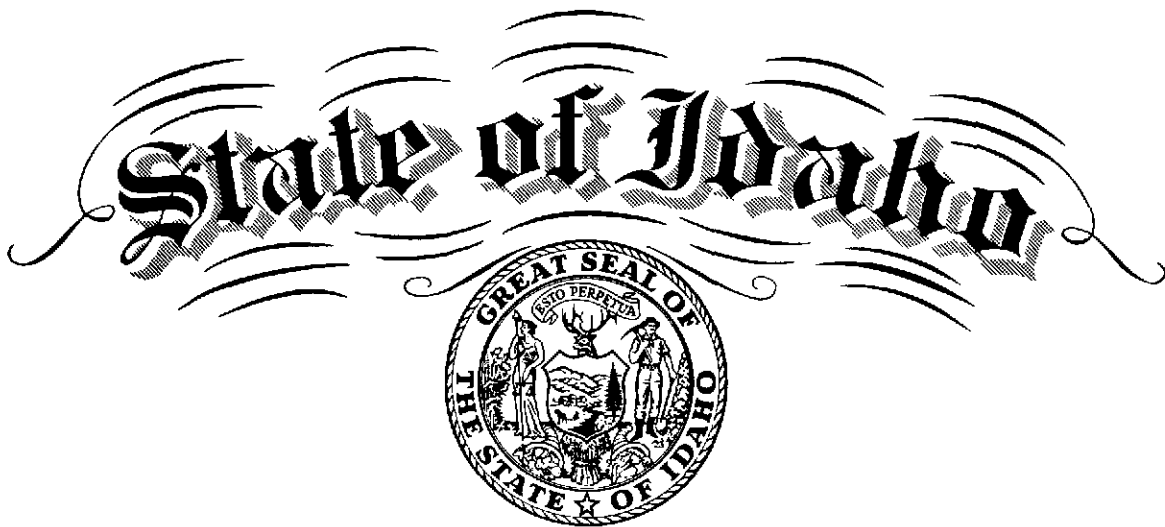


ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF BONNER On this 23 day of AUGUST, 1968,
before me, a notary public, appeared Lawrence G. Moon Sr., & Lawrence G. Moon Jr., personally known to me to be the persons who subscribed their names to the foregoing Owners Certificate & acknowledged they executed the same for the purpose stated therein.
My commission expires
JAN. 6, 1972

Lloyd M. Harris
Notary Public in and for the State of Idaho at Sandpoint

Return to
P.O. Box 387
Sandpoint, Idaho
Phone 37-3123
44-37-3144



Department of State.

CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

SOURDOUGH POINT OWNERS ASSOCIATION, INC., A NON-PROFIT CORPORATION

was filed in the office of the Secretary of State on the **11th** day of **June** A. D. One Thousand Nine Hundred **seventy-six** and ~~is~~ ^{will be} duly recorded on ~~Film No.~~ **microfilm** of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103 and Sections 30-1001 to 30-1005, inclusive, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for **Perpetual Existence** from the date hereof, with its registered office in this State located at **Sandpoint, Idaho** in the County of **Bonner** and as such are subject to the rights, privileges and limitations granted to Non-Profit Cooperative Associations as provided in Chapter 10, Title 30, Idaho Code.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **11th** day of **June** A.D., 19 **76**.

Secretary of State.

RECEIVED

'76 JUN 11 AM 9:17

SECRETARY OF
STATE

ARTICLES OF INCORPORATION

OF

SOURDOUGH POINT OWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, all of whom are full age citizens of the United States of America, being desirous of forming a corporation under and pursuant to the laws of the State of Idaho, do hereby enter into and adopt the following Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be SOURDOUGH POINT OWNERS ASSOCIATION, INC., A NON-PROFIT CORPORATION.

ARTICLE II.

The names and post office addresses of each of the incorporators of this corporation are as follows:

<u>Name:</u>	<u>Address:</u>
John Darling	Box 926, Sandpoint, Idaho 83864
Larry Darling	HCR 66, Box 628, Sandpoint, Idaho 83864
Douglas Darling	Box 491, Hayden Lake, Idaho 83835
Ken Littlefield	c/o Gene Littlefield West Ontario, Sandpoint, Idaho 83864
Brad Littlefield	Route 2, Box 355A, Coeur d'Alene, Idaho 83814.

ARTICLE III.

The period of existence and duration of the life of this corporation shall be perpetual.

1.

ARTICLE IV.

The purposes for which this corporation are formed are:

(1) To construct, purchase, operate and maintain a domestic water system for the membership of said district; to purchase or produce and sell water at wholesale and retail rates.

(2) To own, construct and maintain all roads within the Sourdough Point Subdivisions.

(3) To own, maintain and regulate all recreation areas and common owned properties together with their improvements deeded, granted or dedicated incidental to the filing of the Sourdough Point Subdivisions.

(4) To own, hold, buy and sell stock in other corporations, associations and partnerships.

(5) To purchase, subscribe for or otherwise acquire and to own, hold, use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every kind and description, including shares of stock, bonds, debentures, notes, evidences of indebtedness and other securities, contracts or obligations of any corporation or corporations, association or associations, domestic or foreign, and to pay therefor in whole or in part, in cash or by exchange therefor of stocks, bonds or other evidences of indebtedness, or securities, of this or any other corporation, and while owning or holding any such real or personal property, stocks, bonds, debentures, notes, evidences of indebtedness or other securities, contracts or obligations, to receive, collect and dispose of the interest, dividends and income arising from such property and to exercise in respect thereof all the rights, powers and privileges of ownership, including all voting powers of any stock so owned.

(6) To aid, either by loans or by guaranty of securities, or in any other manner, any corporation, domestic or foreign, any shares of stocks, bonds, debentures, evidences of indebtedness or other securities which are held by this corporation or in which it shall have any interest and do any acts designed to protect, preserve, improve or enhance the value of the property at any time held or controlled by this corporation or in which it may be interested.

(7) To enter into, make, perform and carry out contracts of any kind for any lawful purpose of any persons, firms, associations or corporations.

ARTICLE V.

The principal place of business of this corporation and its principal offices shall be at Star Route, Bonner County, State of Idaho, *City of Sandpoint*.

The board of directors may from time to time establish and maintain within or without the State such other place of business and such other offices as may be useful or convenient in transacting the business affairs of the corporation.

ARTICLE VI.

Membership shall be based upon certificates of membership for consideration fully paid based upon a rate per member to be hereafter fixed by the duly elected and acting board of directors and may from time to time be increased or decreased by action of said board, and that each membership certificate shall entitle the holder thereof to one vote in any of the affairs of the association. The rights and interests of all members shall be equal, and no member shall have or acquire a greater interest than any other member.

ARTICLE VII.

The number of directors who shall manage the business of the corporation shall be not less than five who must be members in good standing in said association.

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To amend or repeal the by-laws of the corporation and adopt new by-laws.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By resolution or resolutions passed by a majority of the whole board to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of the holders of a majority of the membership certificates issued and outstanding having voting power given at a members'

meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting certificates issued and outstanding, to sell, lease, or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

ARTICLE VIII.

That the names of the subscribers with their addresses are as follows:

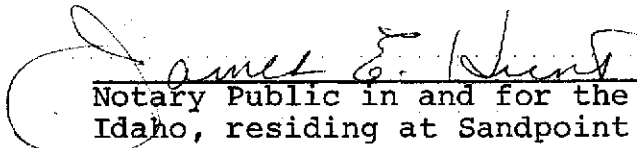
<u>Name:</u>	<u>Address:</u>
John Darling	Box 926, Sandpoint, Idaho 83864
Larry Darling	HCR 66, Box 628, Sandpoint, Idaho
Douglas Darling	Box 491, Hayden Lake, Idaho 83835
Ken Littlefield	c/o Gene Littlefield, West Ontario, Sandpoint, Idaho 83864
Brad Littlefield	Route 2, Box 355A, Coeur d'Alene, Idaho 83814.

IN WITNESS WHEREOF, the above named incorporators have hereunto set their hands and seals this 12th day of MAY 1976.

STATE OF IDAHO,)
 :SS.
County of Bonner,)

On this 17th day of February, 1976, before me, the undersigned, a Notary Public for said State, personally appeared JOHN DARLING, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

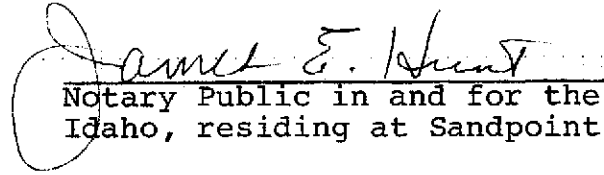
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.


Notary Public in and for the State of Idaho, residing at Sandpoint therein.

STATE OF IDAHO,)
 :SS.
County of Bonner,)

On this 28th day of April, 1976, before me, the undersigned, a Notary Public for said State, personally appeared LARRY DARLING, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

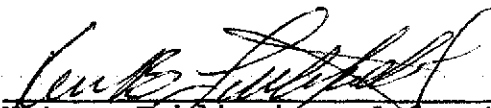
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.


Notary Public in and for the State of Idaho, residing at Sandpoint therein.

STATE OF IDAHO,)
)
) :ss.
County of Kootenai)

On this 1st day of April, 1976, before me, the undersigned, a Notary Public for said State, personally appeared DOUGLAS DARLING, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

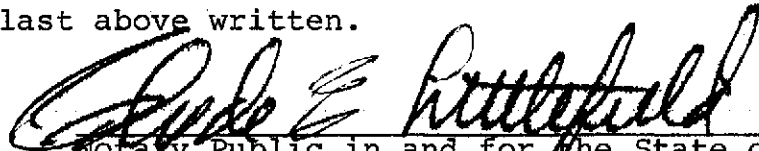


Notary Public in and for the State of
Idaho, residing at Crossed Lane therein.

STATE OF IDAHO,)
)
) :ss.
County of Bonner,)

On this 14 day of April, 1976, before me, the undersigned, a Notary Public for said State, personally appeared KEN LITTLEFIELD, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.




Notary Public in and for the State of
Idaho, residing at Sandpoint therein.

STATE OF IDAHO,)
)
) :ss.
County of Kootenai)

On this 1st day of April, 1976, before me, the undersigned, a Notary Public for said State, personally appeared BRAD LITTLEFIELD, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

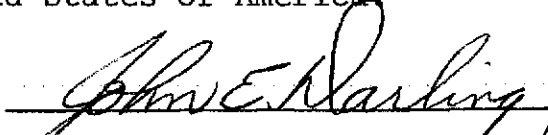


Notary Public in and for the State of
Idaho, residing at Camel Blaine therein.

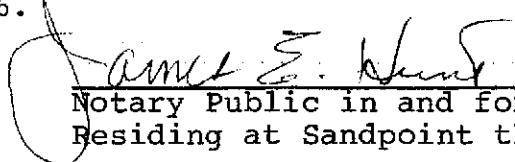
STATE OF IDAHO,)
)
) :ss.
County of Bonner,)

JOHN DARLING being first duly sworn, on his oath deposes and says:

That he is one of the above named subscribers to the above and foregoing Articles of Incorporation, and that all of the subscribers thereto, to-wit: John Darling, Larry Darling, Douglas Darling and Ken Littlefield and Brad Littlefield, are full age citizens of the United States of America.



Subscribed and sworn to before me this 17th day of
February, 1976.



Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.

215441

WARRANTY DEED, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That HAZEL B. MOON, a widow; HAPIKE, INC., a corporation; and SOURDOUGH COMPANY, a partnership, in consideration of One Dollar and other valuable considerations, do hereby grant, bargain, sell, convey, transfer and assign unto SOURDOUGH POINT OWNERS ASSOCIATION, INC., a non-profit corporation, the following described property in Bonner County, State of Idaho, to-wit:

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 32, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more specifically described as follows:

From the Southwest corner of Lot 5 of Block 3 of the Second Addition to Sourdough Point, as recorded in Book 2, page 40 in the records of Bonner County; thence South 19° 00' East along the Northeasterly right of way line of the existing road a distance of 110.00 feet to the true point of beginning; thence continuing South 19° 00' East a distance of 140.00 feet; thence leaving said right of way line, North 71° 00' East a distance of 75.00 feet; thence North 19° 00' West a distance of 140.00 feet; thence South 71° 00' West a distance of 75.00 feet to the true point of beginning.

TOGETHER with an easement over grantors' lands for ingress and egress to the above described tract for maintenance and repair of the well thereon, and for transmission lines.

RESERVING unto the grantors, their heirs, assigns, successors, and personal representatives water from the well thereon at the same rates as paid by the grantee members.

RESERVING an easement over and across all roads upon said property and serving the same for the use and benefit of grantors, and Charlotte C. Darling, an unmarried woman, Clyde Eugene Littlefield and Catherine L. Littlefield, husband and wife, L. G. Moon, III and Susan Moon, husband and wife, and their heirs, personal representatives, successors and assigns.

Lot 8 and the South Half of Lot 16, Sourdough Point Subdivision.

All roads and rights of way as shown on the plats of Sourdough Point Subdivision, First Addition to Sourdough Point Subdivision, and Second Addition to Sourdough Point Subdivision.

Handwritten notes:
Hazel Moon
1899
June 15, 1977
4:00
B. Chen
RECEIVED BY
COUNTY REGISTER
JUNE 15 1977

GREENE & HUNT, P.A.
LAW OFFICES
220 NORTH SECOND AVENUE
SANDPOINT, IDAHO 83864
TELEPHONE 263-8121

Handwritten: 215441
ait

Recreational Island as shown on the plats of Sourdough Point Subdivision, First Addition to Sourdough Point Subdivision, and Second Addition to Sourdough Point Subdivision.

Sourdough Point water system including all transmission and distribution lines as they now exist, wells and pumps, storage tanks, valves and switches incidental thereto.

Docks, ramps, tennis court, foot bridge, toilets, septic tanks and drainfield, barbeque pits, picnic tables and shelters, all in connection with the Recreational Island and boat harbor.

All funds presently held in trust for the grantee in the sum of \$ 1300.00, on deposit at Co-op Federal Credit Union.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

AND the above named grantors hereby covenant that the above described premises and properties are free from all encumbrances, and that they will and their heirs, executors, administrators, successors and assigns shall warrant and defend the above premises and properties against all lawful claims and demands, except:

SUBJECT to any existing easements and rights of way, reservations, restrictions, assessments and to taxes for 1979.

SIGNED this 14th day of June, 1979.

Hazel B Moon

HAPIKE, INC.

By: Hazel B Moon
President

SOURDOUGH COMPANY

By: HAPIKE, INC.

Hazel B Moon
President

STATE OF IDAHO,)
)
 :ss.
County of Bonner,)

On this 15th day of JUNE, 1979, before me, the undersigned, a Notary Public for said State, personally appeared HAZEL B. MOON, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Ruth McBurney

Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.

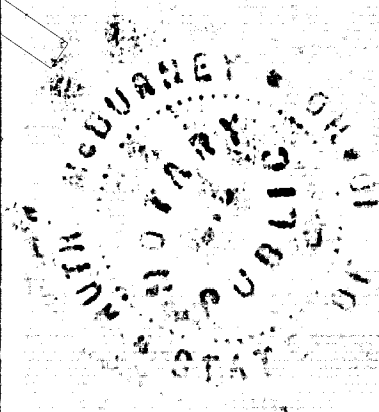
STATE OF IDAHO,)
)
 :ss.
County of Bonner,)

On this 15th day of JUNE, 1979, before me, the undersigned, a Notary Public for said State, personally appeared HAZEL B. MOON, known to me to be the President of HAPIKE, INC., and the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that she executed said instrument in such capacity for and upon behalf of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Ruth McBurney

Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.



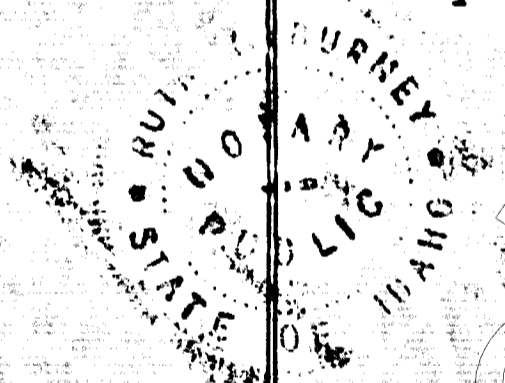
GREENE & HUNT, P.A.
LAW OFFICES
220 NORTH SECOND AVENUE
SANDPOINT, IDAHO 83864
TELEPHONE 263-5121

STATE OF IDAHO,)
)
) :ss.
)
County of Bonner,)

On this 15 day of June, 1979, before me, the undersigned, a Notary Public for said State, personally appeared HAZEL B. MOON, known to me to be the President of HAPIKE, INC., General Partner of SOURDOUGH COMPANY, and the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that she executed the same in such capacity for and upon behalf of said Hapike, Inc. as such General Partner of Sourdough Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Ruth Mc Burney
Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.



GREENE & HUNT, P.A.
LAW OFFICES
320 NORTH SECOND AVENUE
SANDPOINT, IDAHO 83864
TELEPHONE 269-8121



STATE OF IDAHO

32 OCT 22 A 9: 15

DEPARTMENT OF LANDS

STATEHOUSE, BOISE, IDAHO 83720

BOISE, IDAHO

GORDON C. TROMBLEY
DIRECTOR

ENCROACHMENT PERMIT NO. L-96-S-206

Permission is hereby granted to Sourdough Point Owner's Association
of Box 29, Sandpoint, ID 83864 to construct and maintain
20 floating docks 4 x 20'

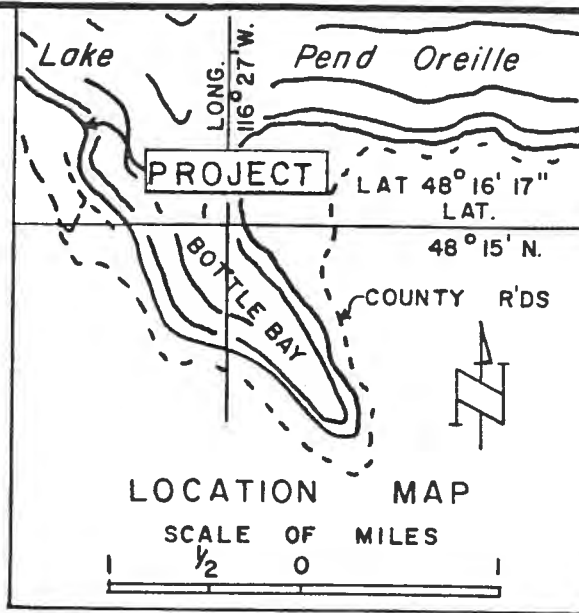
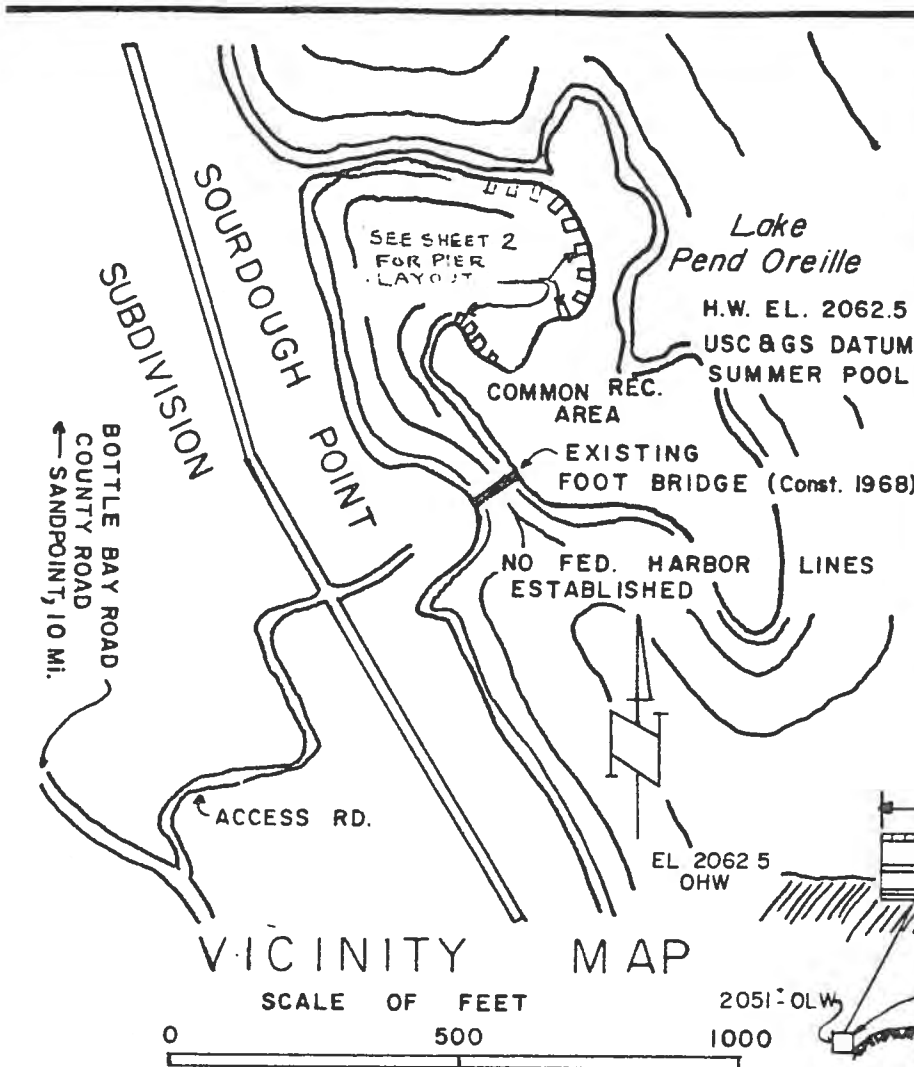
to be located as follows: Sourdough Point in Bottle Bay, Sec. 29, T57N, R1W, B.M.

1. Construction will follow details and specifications shown on the approved drawings, and made a part hereof, together with any special conditions, procedures or endorsements required by the Department appearing on attached pages 1 through .
2. This permit does not convey the State's title to or jurisdiction or management of lands lying below the natural or ordinary high water mark.
3. Acceptance of this permit constitutes permission by the permittee for representatives of the Department of Lands to come upon permittee's lands at all reasonable times to inspect the encroachment authorized by this permit.
4. The permittee assumes all liability for damages which may result from the exercise of this permit.
5. All applicable provisions of the Rules for Regulation of Beds, Waters and Airspace Over Navigable Lakes and Streams in the State of Idaho, are incorporated herein by reference and made a part hereof.
6. This permit does not relieve the permittee from obtaining additional local or Federal permits as required.
7. The Director of the Department of Lands may cancel this permit for cause upon notice and hearing as provided for in the adopted rules.
8. This permit is not valid until the number assigned is displayed in letters not less than three inches in size upon the floating docks.

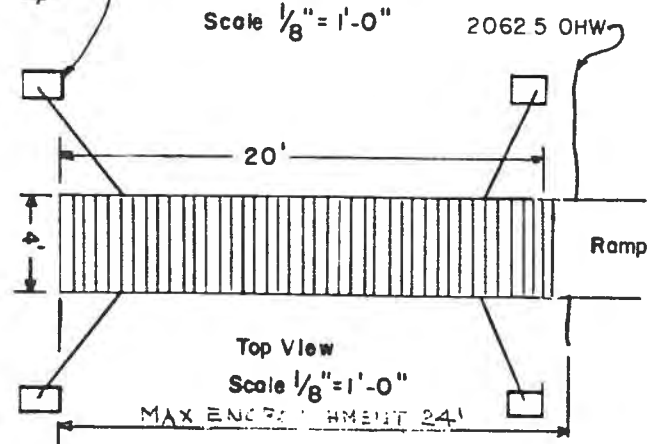
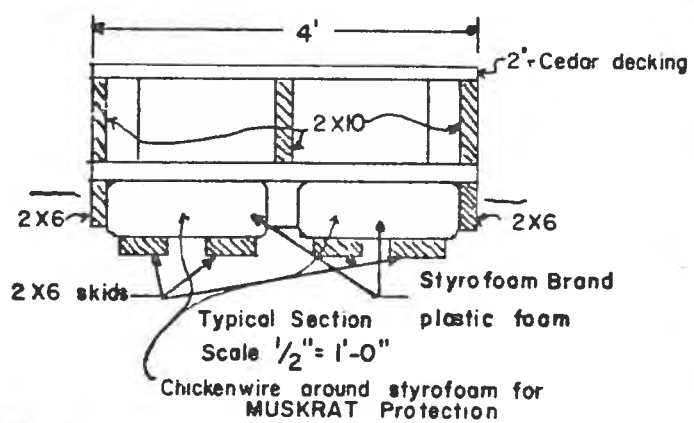
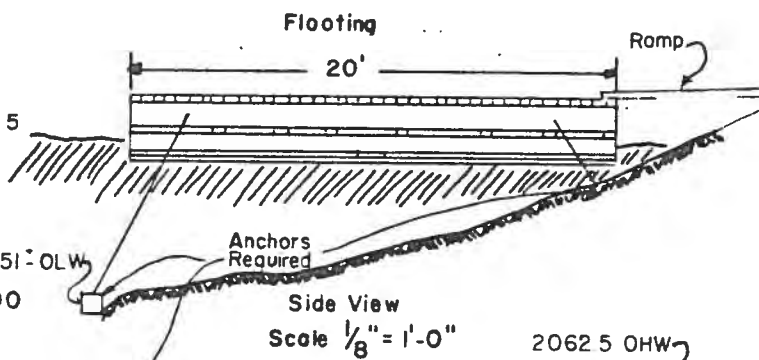
FOR THE DIRECTOR

BY:
TITLE: MARVIN G. VANDENBERG
Supervisor, Recreation Section

DATE: 10/19/82



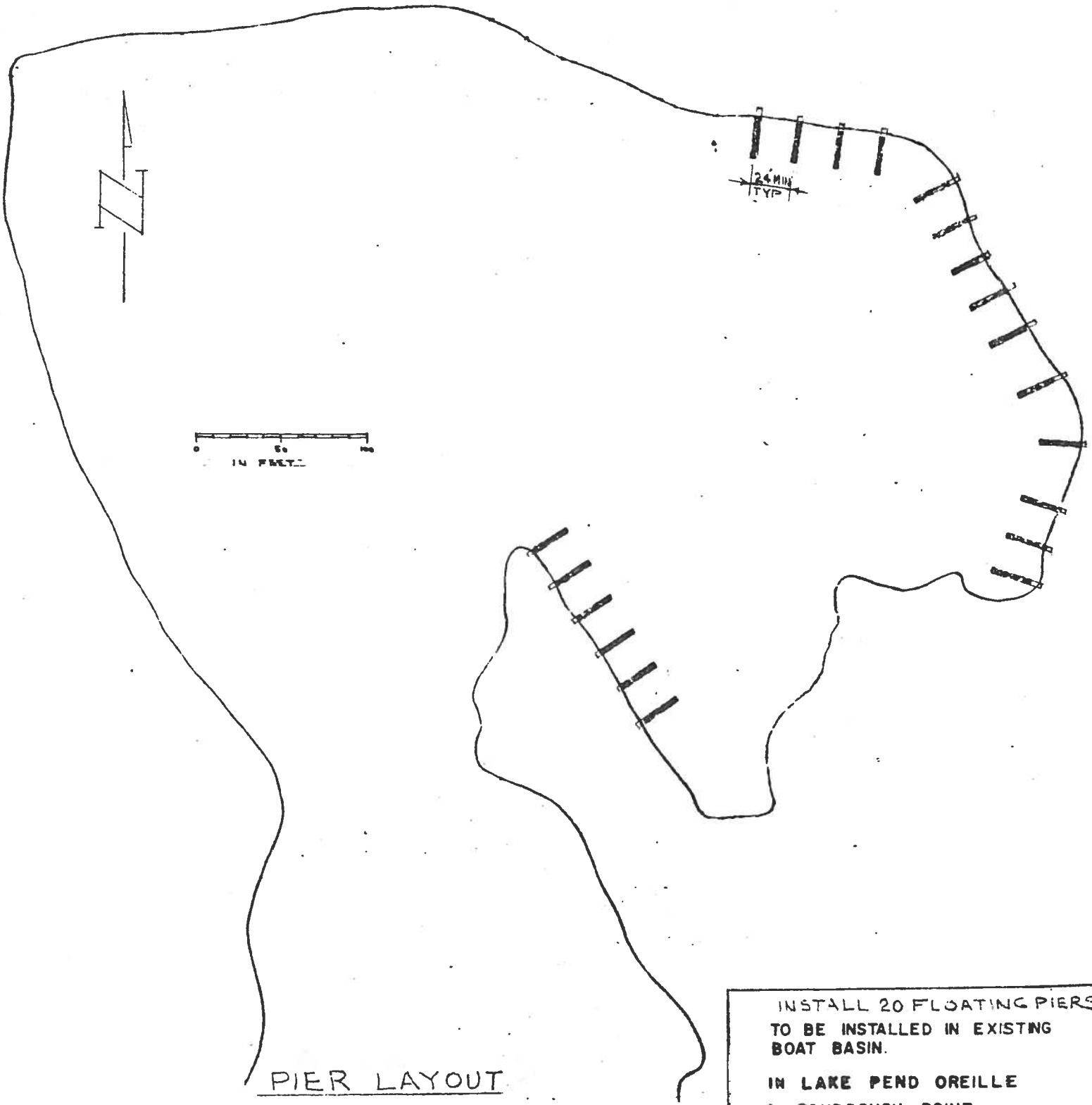
FROM U.S.G.S. MAPS N 4815 - W. 11615 /15 & N 4800 - W 11615/15



PURPOSE: PRIVATE BOAT BASIN
DATUM: U.S.C. & G.S. DATUM 000 1929
ADJACENT PROPERTY OWNERS:
① Wm. LOGAN
② LAWRENCE MASCOTT

INSTALL 20 FLOATING PIERS
TO BE INSTALLED IN EXISTING
BOAT BASIN.
IN LAKE PEND OREILLE
AT SOURDOUGH POINT
COUNTY OF BONNER STATE IDAHO
APPLICATION BY OWNERS ASSOC.
SHEET 1 OF 2 DATE 5/17/82

071-0YB-1-008197



PIER LAYOUT

INSTALL 20 FLOATING PIERS
 TO BE INSTALLED IN EXISTING
 BOAT BASIN.
 IN LAKE PEND OREILLE
 AT SOURDOUGH POINT
 COUNTY OF BONNER STATE IDAHO
 APPLICATION BY SOURDOUGH POINT
 OWNERS ASSOC.
 SHEET 2 OF 2 DATE 5/17/82
 IDL-19, Page 3

071-0YB-1-008197

SECTION 29, TWP. 57N., RNG. 1W., B.M. BONNER COUNTY, IDAHO

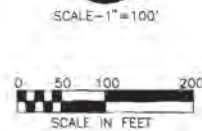
DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 29, TOWNSHIP 57 NORTH, RANGE 1 W.B.M., BONNER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON LAKESIDE CORNER BETWEEN LOTS 15 & 16 OF SOURDOUGH POINT (RECORDED IN BOOK 2 OF PLATS, PAGE 101); THENCE

STA.	BEARING	DISTANCE	STA.	BEARING	DISTANCE
A	N19°48'51"W	55.15'	74	S72°23'54"W	14.40'
1	EAST	40.84'	75	S33°00'00"W	27.82'
2	N18°54'46"W	37.61'	76	S01°38'46"W	21.04'
3	S74°08'36"E	52.53'	77	S25°28'02"E	19.49'
4	N87°34'59"E	71.99'	78	S36°28'02"E	48.76'
5	N83°48'59"E	133.35'	79	S35°45'04"E	25.70'
6	S78°48'48"E	73.51'	80	S43°28'30"E	19.22'
7	S70°07'46"E	88.73'	81	S63°31'46"E	30.33'
8	S79°45'16"E	108.01'	82	S36°03'41"E	27.52'
9	N88°09'50"E	37.97'	83	S04°56'43"E	15.30'
10	N37°40'28"E	20.52'	84	S08°31'40"W	31.95'
11	N08°22'51"W	20.89'	85	S00°18'51"W	37.19'
12	N02°37'14"E	4.07'	86	S11°23'23"W	54.07'
13	N48°59'29"E	6.30'	87	S03°06'41"W	30.10'
14	N03°40'11"W	29.66'	88	S17°02'14"E	25.78'
15	N37°35'57"E	7.96'	89	S03°54'28"W	23.58'
16	N20°06'49"E	10.14'	90	S36°15'56"W	23.28'
17	N82°20'13"E	7.99'	91	S71°18'23"W	18.15'
18	S64°41'24"E	17.84'	92	N07°00'56"E	13.98'
19	N25°31'02"E	16.19'	93	N56°27'56"W	42.77'
20	N08°08'11"W	15.00'	94	N45°21'45"W	12.21'
21	N18°01'44"E	23.84'	95	N45°27'53"W	31.05'
22	S13°46'03"E	26.28'	96	N19°06'18"W	19.78'
23	S01°48'43"E	19.03'	97	N22°35'03"W	82.38'
24	S02°20'40"W	34.52'	98	N32°05'36"W	86.34'
25	S20°50'25"E	35.79'	99	N35°00'37"W	54.11'
26	S87°13'42"E	20.54'	100	N51°51'52"W	36.81'
27	N61°23'56"E	14.54'	101	N77°53'00"W	14.16'
28	N02°02'02"E	11.30'	102	N68°24'40"W	28.63'
29	N30°52'59"E	34.00'	103	N81°50'31"W	18.90'
30	N03°22'35"W	17.83'	104	S72°24'30"W	5.27'
31	S52°45'41"E	13.54'	105	N83°00'25"W	28.06'
32	S18°10'05"E	41.83'	106	N81°10'30"W	37.06'
33	S10°36'03"W	31.71'	107	N73°38'12"W	46.64'
34	S12°06'07"W	22.94'	108	N62°02'07"W	39.71'
35	S23°00'14"E	18.83'	109	N48°42'04"W	68.39'
36	S55°27'44"E	14.09'	110	N26°20'01"W	15.72'
37	S43°09'02"E	42.24'	111	N33°17'21"E	53.99'
38	S08°51'29"E	28.25'	112	N28°00'12"W	46.11'
39	S39°17'07"E	23.32'	113	N24°40'53"W	28.12'
40	S09°00'41"E	28.93'	114	N43°56'58"W	48.31'
41	S17°46'06"W	13.66'	115	N58°35'28"W	31.79'
42	S30°51'13"E	11.42'	116	N28°01'39"W	26.41'
43	S08°18'25"W	17.88'	117	N07°54'19"E	33.46'
44	S49°34'48"W	5.95'	118	N21°48'13"E	28.27'
45	S31°37'38"W	22.71'	119	N21°04'51"E	17.90'
46	S65°04'17"W	7.98'	120	N67°10'51"E	18.05'
47	N57°58'33"W	12.96'	121	S06°50'08"E	13.31'
48	S81°44'58"E	47.49'	122	S34°16'12"E	105.26'
49	S48°11'24"W	26.84'	123	S39°49'04"E	59.97'
50	S25°53'19"W	34.00'	124	N84°37'06"E	21.23'
51	S04°51'32"W	42.69'	125	N22°25'19"E	19.86'
52	S17°55'45"E	20.51'	126	N10°39'19"E	41.46'
53	S05°00'18"E	25.63'	127	N31°14'34"E	65.66'
54	S01°05'54"W	31.23'	128	N74°34'11"E	48.87'
55	S27°09'46"W	52.13'	129	S89°40'42"E	21.47'
56	S00°50'09"E	20.82'	130	S67°45'50"E	15.13'
57	S14°51'28"E	24.54'	131	N88°16'02"E	15.64'
58	S44°22'00"E	36.14'	132	N38°05'23"E	14.79'
59	S82°48'24"E	22.48'	133	N19°09'24"E	51.30'
60	N46°25'34"E	28.30'	134	N02°49'27"E	41.54'
61	S39°53'57"E	13.73'	135	N24°15'04"W	78.00'
62	S62°37'27"E	10.61'	136	N25°13'00"W	48.19'
63	N48°35'15"E	25.77'	137	N28°45'24"E	27.86'
64	S57°12'53"E	14.57'	138	N42°54'17"W	27.90'
65	S24°46'49"E	38.33'	139	N10°27'27"W	65.30'
66	S84°00'19"E	17.82'	140	N81°00'17"W	37.99'
67	S83°05'39"E	33.39'	141	N77°23'46"W	67.06'
68	N73°31'05"E	19.05'	142	N67°48'12"W	96.01'
69	N29°08'27"E	13.28'	143	N80°17'10"W	34.82'
70	S42°16'29"E	39.38'	144	S84°18'16"W	100.75'
71	S16°30'09"E	14.88'	145	S33°58'54"W	107.78'
72	N70°09'51"W	14.17'	146	S80°32'04"W	24.80'
73	N55°32'44"W	10.99'	147	S01°49'05"W	35.88'
				WEST	42.85'

NOTE: SEE THAT DOCUMENT ENTITLED "WARRANTY DEED, ASSIGNMENT and BILL OF SALE" (RECORDER'S No. 215444) RECORDED 6-15-79 IN BOOK 184 OF DEEDS AT PAGE 79.



SOURDOUGH POINT

LAKE PEND OREILLE

BASIS OF BEARING

"SOURDOUGH POINT", A PLATTED and RECORDED SUBDIVISION OF BONNER COUNTY, IDAHO, FILED IN BOOK 2, PAGE 101.

SURVEYOR'S NOTE

THIS SURVEY WAS PERFORMED USING A 6 SECOND THEODOLITE WITH ELECTRONIC DISTANCE METER.

COUNTY RECORDER'S CERTIFICATE

FILED FOR RECORD THIS 6 DAY OF JUL 1986, AT THE REQUEST OF JAMES A. SEWELL AND ASSOCIATES.

RECORDER'S CERTIFICATE No. 180214

MARIE SCOTT COUNTY RECORDER



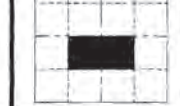
SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE "SURVEY RECORDING ACT" AT THE REQUEST OF SOURDOUGH POINT OWNERS ASSOCIATION, INC.

DATE 2-6-96 Randy R. Hoisington RANDY R. HOISINGTON, PLS No. 5019

SECTION 29, TWP. 57N., RNG. 1W., B.M.

SHEET TITLE: RECORD OF SURVEY FOR SOURDOUGH POINT OWNERS ASSOCIATION, INC.



James A. Sewell and Associates CONSULTING ENGINEERS NEWPORT, WASHINGTON, 99156, (509)447-3626

DATE 2-06-96 SCALE 1"=100' DRAWN: BAO CHECKED: RRH

Instrument # 1016098
Bonner County, Sandpoint, Idaho
01/23/2023 08:15:40 AM No. of Pages: 10
Recorded for: SUSAN LEE
Michael W. Rosedale Fee: \$37 00
Ex-Officio Recorder Deputy
Index to: CONDITIONS COVENANTS & RESTRICTIONS

BC

**RESTRICTIVE COVENANTS
SOURDOUGH POINT SUBDIVISION**

Unofficial Document

**Restrictive Covenants in and for
Sourdough Point Subdivision
Approved August 2022**

Supersedes Document Number #910733

Approved September 1, 2017

These Restrictive Covenants are imposed upon all properties platted as Sourdough Second Addition to Sourdough Point Subdivision for the equal benefit of each lot shown on said plats. These Restrictive Covenants supersede all existing restrictive covenants and amendments to restrictive covenants in and for Sourdough Point Subdivision, First Addition to Sourdough Point Subdivision, and Second Addition to Sourdough Point Subdivision.

Said Restrictive Covenants are as follows:

Part A: GENERAL PROVISIONS

A-1. TERMS. The covenants hereinafter provided are to run with the land and shall be binding on all persons claiming under them until December 31, 1982, at which time such covenants shall automatically extend for successive periods of five years, unless a majority of the property owners within said platted areas who are members in good standing in the Sourdough Point Owners Association, Inc. vote in person or by mail ballot, to change, modify or terminate said covenants. In order to change, modify or terminate said covenants; a meeting shall be called of all property owners within the platted areas, with reasonable notice, at a convenient place.

These restrictive covenants may also be changed, modified or terminated at any time if agreed to in writing by 75% or more of the property owners within said platted areas who are members in good standing in the Sourdough Point Owners Association, Inc.

A-2. SPOA ROAD MAINTENANCE. It is understood that the maintenance of all roads or ways on the SPOA plats, or improvement of the same, shall be performed by and at the expense of the Sourdough Point Owners Association.

A-3. WATER. Each lot will be restricted to one (1) water hookup and upon receipt of the hookup fee; amount of which is determined by the Board of Directors, the owner will be authorized to tap on to the existing water

system. From such time as the water is delivered to the owners property by said hookup the owner thereof agrees to pay reasonable charges assessed, including a minimum usage charge, and actual usage charge based on pro-rata maintenance and operation costs of the water system.

A-4. WATER PIPELINE. CONCERNING LOTS 1-35. Lots one (1) through nineteen (19) of the plat of Sourdough Point as recorded in Book 2 of Plats, Page 101, Records of Bonner County, Idaho, are hereby encumbered with an easement allowing the owners of Lots twenty (20) through thirty-five (35) of said plat to construct and maintain one water pipeline from lots twenty (20) through thirty-five (35) over and across lots one (1) through nineteen (19), said water pipeline to be installed as near as possible along the easterly and westerly boundary lines of said respective lots one through nineteen. The purpose of said water pipeline shall be to obtain water for domestic purposes from Pend Oreille Lake lying in front of lots one through nineteen for the benefit and enjoyment of lots twenty through thirty-five.

A-5. MEMBERSHIP. All the lots in this subdivision shall have a family membership in an Association to be formed by the purchasers of the said lots for the purpose of owning, maintaining and improving the common areas, as set forth in the plats of Sourdough Point Subdivision, and any other properties which may come under the ownership of the Association. All lot owners who are members in good standing of the Association shall have the immediate right to the use of such common and island areas on the purchase of said lot.

A-6. COMMON AREA USE. There shall be no overnight camping, overnight use of recreational vehicles, or overnight parking of boats and/or trailers in the common areas of the Association. Overnight vehicle parking by owners in the common area is permitted in the designated area for up to seven (7) consecutive nights while members are on overnight boat camping. The Island and Common Area Guidelines, Guidelines for Lagoon and Docks, and Application and Agreement for Boat Dock Permits shall be adhered to by owners, their families, and guests. All proposed changes to these documents must be submitted to and approved by the appropriate committee and approved by a majority of the Board of Directors. Changes to these guidelines do not require a vote of the owners.

A-7. ENFORCEMENT. Violation of any restrictions, conditions, covenants, agreements, or rules and regulations contained herein or promulgated by the Association shall give the Association or any owner, after first seeking resolution by the Board of Directors, the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants or reservations, liens or charges now or hereafter imposed by the provisions of this

document. Non-compliance of a Restrictive Covenant could result in the loss of some or all SPOA membership privileges. Failure by the Association or an owner to enforce any covenant or restriction herein shall, in no event, be deemed a waiver of the right to do so at a later time- Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

PART B: RESIDENTIAL COVENANTS

B-1. LAND USE. The Sourdough Point Owners Association is a residential subdivision. No commercial or industrial enterprise, and no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No non-residential or inharmonious use shall be permitted. However, this shall not prevent the private renting of dwellings on any lot.

B-2. BUILDING SIZE. Each lot shall be limited to one single-family residence of a minimum of 1000 (one thousand) square feet indoor living space and the plans thereof shall be approved by the Architectural Committee.

B-3. BUILDING TYPE Owners cannot have as a permanent residence in SPOA a structure which may be interpreted as a trailer, mobile home, tent, shack, garage, barn, or other outbuilding. Once the Architectural Committee has approved the owner's plan or fails to respond to the owners within thirty (30) days after the plan's submission, a temporary residence may be utilized for a single period of time of up to 18 months by the owners and direct family members engaged in the construction of the residence- All regulations and guidelines must be followed pursuant to Restrictive Covenants.

B4. LOT MAINTENANCE. The owner of any lot, either unimproved or improved, shall maintain said property in a condition acceptable to the fire district, Bonner County, Idaho Dept. of Lands and any Idaho State statute and any applicable regulatory agencies

B-5. COMPLETION TIMEFRAME. Any dwelling or structure erected or placed on any lots shall be completed as to exterior appearance, including finished painting, within eighteen months from the date of commencement of construction.

B-6. BUILDING CODE. All phases of design and construction of buildings shall be in accordance with the Uniform Building Code and all building regulations and requirements of Bonner County and the State of Idaho.

B-7. SETBACKS. Set back from lot lines for all structures shall be in compliance with Bonner County set back requirements.

B-8. LOT SUBDIVISION. No lots within the platted areas shall be subdivided unless such sub-division shall be annexed to and become part and parcel of adjacent and contiguous lots, so that no lot in one ownership shall be smaller than the original platted parcel.

B-9. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Up to 12 chickens with no roosters may be kept in a confined area on lots of an acre or more with permission from surrounding neighbors in accordance with Bonner County Code.

B-10. SEWAGE DISPOSAL. All sewage disposal or sanitary regulations set forth by the Department of Health, Bonner County, or the State of Idaho shall be followed by said respective property owners. There shall be no permanent outhouse or a porta potty on properties.

B-11. BOATHOUSES. No boathouse shall be constructed or maintained on or abutting any lots. This restriction shall not prevent the construction and maintenance of docks and covered boat slips on said docks, said covered slips not to exceed seven (7) feet in height from the floor of the dock. All docks connected to Association common property or private property shall be maintained in a safe and secured manner.

B-12. ARCHITECTURAL CONTROL. No construction (normal maintenance excluded), alteration or improvement of any nature shall be erected on any lot until the Architectural Committee thereof has approved the design and location in writing.

PART C: ARCHITECTURAL COMMITTEE:

C-1. MEMBERSHIP. The Architectural Review Committee shall consist of not less than five (5) owners. Two (2) members will be Board representatives. Three (3) at large members will be appointed by the Board of Directors of the Association.

C-2. RESPONSIBILITIES. The Architectural Review Committee shall be responsible for the interpretation of the Restrictive Covenants as they

pertain to structures. It shall also be responsible for approving any and all new construction, alterations, and structural improvements, which are placed upon the lots.

C-3 ADOPT GUIDELINES. The Architectural Review Committee may adopt procedures for the approval of property development and construction, as well as guidelines intended to assist owners during property development and construction subject to the approval of the Board of Directors.

C-4. ASSESSMENT TIMEFRAME. The Architectural Review Committee shall have thirty (30) days from the date of a submittal to approve, modify or reject any proposal at the end of that time, they have not done any of the above, the material shall be presumed acceptable, and the owner shall be permitted to commence construction in accordance with his plan.

C-5. APPROVAL TIMEFRAME. Approval of the Architectural Review Committee shall be effective for a period not to exceed one (1) year. Plans not implemented within that time must be resubmitted for approval.

C-6. UNCOMPENSATED SERVICE. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C-7. APPEAL PROCEDURE. All decisions of the Architectural Review Committee may be appealed to the Board of Directors- The decision of the Board shall be final.

Restrictive Covenants in and for Sourdough Point subdivision

_____ Susan Lee, President

_____ Gary Johnson, Vice-President

_____ Tim Personius, Secretary

Bob Chambers Bob Chambers, Treasurer

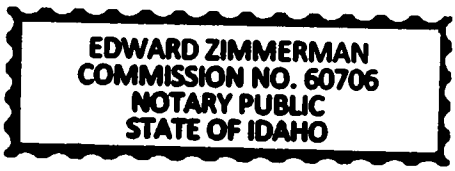
On the 19 day of ^{December} ~~November~~, before me, a Notary Public in and for said state, personally appeared the persons whose names appear within this instrument, and acknowledged the incorporated amendments of the above document, as amended in July 2022 after the Annual Meeting of the Sourdough Point Owners Association.

STATE OF IDAHO

(COUNTY OF BONNER)

On this 12/19/22, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Bob Chambers known or identified to me to be the persons whose names are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same, and did so in his/her authorized capacity as officers of the Board of Directors of Sourdough Point Owners Association. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 11-26-24



Restrictive Covenants in and for Sourdough Point subdivision

Susan R. Lee Susan Lee, President

/ Gary Johnson, Vice-President

/ Tim Personius, Secretary

/ Bob Chambers, Treasurer

On the 20 day of ~~November~~ January, before me, a Notary Public in and for said state, personally appeared the persons whose names appear within this instrument, and acknowledged the incorporated amendments of the above document, as amended in July 2022 after the Annual Meeting of the Sourdough Point Owners Association.

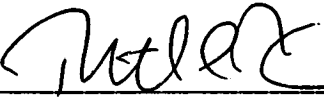
STATE OF IDAHO
(COUNTY OF BONNER)

On this 1-20-2023, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Susan Lee known or identified to me to be the persons whose names are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same, and did so in his/her authorized capacity as officers of the Board of Directors of Sourdough Point Owners Association. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

NOTARY PUBLIC LRogers
MY COMMISSION EXPIRES: 5-3-2027



Restrictive Covenants in and for Sourdough Point Subdivision

 Timothy Personius, Secretary

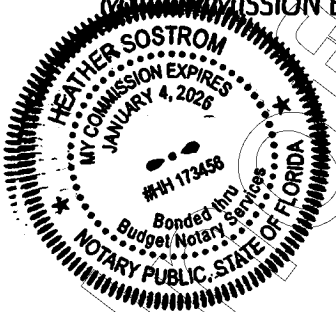
On the 17 day of January, before me, a Notary Public in and for said state, personally appeared the person whose names appear within this instrument, and acknowledged the incorporated amendments of the above document, as amended in July 2022 after the Annual Meeting of the Sourdough Point Owners Association.

STATE OF IDAHO

(COUNTY OF BONNER)

On this 01/17/23, before me, the undersigned Notary Public in and for the State of Florida, personally appeared Timothy Lee Personius known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same, and did so in his/her authorized capacity as officers of the Board of Directors of Sourdough Point Owners Association. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

NOTARY PUBLIC H Sostrom
MY COMMISSION EXPIRES: 01/04/2026



Instrument # 1016399
Bonner County, Sandpoint, Idaho
01/27/2023 03:32:13 PM No. of Pages: 19
Recorded for: SOURDOUGH POINT/SUSAN LEE
Michael W. Rosedale Fee: \$61.00
Ex-Officio Recorder Deputy
Index to: MISC

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**BYLAWS OF SOURDOUGH POINT
OWNERS ASSOCIATION INC**

Unofficial Document

**Bylaws of Sourdough Point Owners Association, Inc.
August 2022**

A Non-Profit Corporation
(Replaces Document, December 2015)

Document Number ~~3883172~~ 883172

ARTICLE I
General Purposes

The purposes for which this Association is formed and the powers which it may exercise are set forth in the Articles of incorporation of the Association.

ARTICLE II
Name and Location

Section 1. The name of this Association is the SOURDOUGH POINT OWNERS ASSOCIATION, INC, a NON-PROFIT CORPORATION.

Section 2. The principal office of this Association shall be located at Box 29, Sandpoint, Bonner County, Idaho, but the Association may maintain offices and places of business at such other places as the Board of Directors may determine. \\\

ARTICLE III
Seal

Section 1. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words, "Non-Profit Corporation, Idaho."

ARTICLE IV
Fiscal Year

The fiscal year of the Association shall begin July 1 and end June 30.

ARTICLE V
Membership

Section 1. The holders of membership certificates in this Association, for consideration fully paid, are its members. Membership certificates consist of a Membership List issued annually to all members supplemented by a list indicating loss of good standing kept current by the Secretary or the Bookkeeping firm that does the association books. This list is adjusted as properties are sold. No actual certificate document will be issued.

A member ceases to be a member in good standing by failing to comply with these Bylaws and other requirements, including restrictive covenants, or by obstructing the purposes and proper activities of the Association, or by non-payment within one year of the billing date of all fees and assessments levied on each lot that a member owns.

Section 2.

Section 3. If a member ceases to be eligible to hold membership as provided in Section 1, or ceases to be a member in good standing as provided in Section 2, the Association, through the Board of Directors, may designate loss-of-good-standing and/or suspend his membership rights. Any member whose membership rights are so suspended may appeal the action of the Board of Directors to a vote of the members at the next regular meeting of the members or special meeting of the members called for such purpose.

Section 4. Each member in good standing shall be entitled to one vote for each property owned on each matter submitted to a vote of the members.

Section 5. Membership in this Corporation is transferable. If a member in good standing sells his property or dies, such membership will be assigned to the new purchaser or heir. The Board of Directors shall not arbitrarily deny membership if the purchaser or heir is fully qualified for membership. Any member who purchases the property of another member must maintain the obligations of membership.

ARTICLE VI **Membership Lists**

Section 1. This Association shall not have capital stock, but its capital stock shall be represented by membership as listed. No membership shall be permitted for any fractional ownership of less than one lot. The owner of more than one lot shall have one membership for each lot and shall be liable for fees and assessments for each lot.

Section 2. One membership shall be listed for each lot for a one-family membership. Any lot that is jointly owned by a corporation, trust or more than one owner shall select one named as owner-of-record for the Sourdough Point membership. This membership is usable at any time by one owner. Memberships cannot be divided to create two or more memberships even if the lot is jointly owned. This list shall indicate the owner of record of properties platted as Sourdough Point, First Addition to Sourdough Point, and Second Addition to Sourdough Point, provided that said owner has fully paid all fees and assessments levied against said property. The membership list shall indicate the lot, block and subdivision. This list is to certify that (owner) of (lot, block and addition) is entitled to a one-lot membership in the Sourdough Point Owners Association Inc., a non-profit corporation, and thereby entitled to all the rights and privileges thereof, subject to rules, regulations and Bylaws appertaining thereto. This membership is assignable only upon transfer of the real property described. If the above owner ceases to being good standing by failing to comply with the Bylaws other requirements, including Restrictive Covenants or by obstructing the purposes and proper activities of the Association, or by non-payment, the privileges afforded by this membership are suspended.

This membership includes:

- One vote on each matter submitted to a vote of the members.
- The use of the island, common areas, roads and water system subject to the rules of the organization.

ARTICLE VII
Meetings of Members

Section 1. The annual meeting of the members of this Association shall be held in the County of Bonner, State of Idaho at a place designated by the Notice of Meeting on the third Saturday in July of each year.

Section 2. Special meetings of the members of the Association may be called at any time by the President, or upon resolution of the Board of Directors, or upon written petition to the President of the Board, signed by twenty percent (20%) of the members of the Association. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the Notice.

Section 3. Notice of meetings of members of the Association may be given by a notice mailed or emailed to each member of record, directed to the address shown upon the books of the Association, at least ten (10) days, and not more than thirty days (30) prior to the meeting. Such notice shall state the nature, time, place, and purpose of the meeting.

Any motion to be presented at any Annual or special meeting to amend these Bylaws or rules, regulations, or policies of the Association, shall be submitted in writing to the Board at least 40 days prior to said meeting in order to be included with the above notice as per Idaho Code 30-3-50.

Any motion to be presented at any Annual or special meeting to amend these Bylaws, rules, regulations, or policies of the Association, shall contain the arguments supporting the motion as well as opposing the motion-or contain no arguments at all.

Section 4. Twenty-five percent (25%) of the voting rights of members who are in good standing as provided in Article V, Section 2, shall constitute a quorum. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting and reset it for another time without further notice.

Section 5. Each member shall be entitled to one vote, either in person or by written absentee ballot. No member shall be entitled to cumulate his vote. In every vote by the members, each membership shall have one non-cumulative vote.

Section 6. At any meeting of members, a member entitled to vote may vote in attendance using the ballots provided or by mailing the absentee ballot that is distributed with the meeting

information. Mailed absentee ballots must be received by the Secretary of the Association one day prior to the day of the meeting in order to be counted.

Section 7. Directors of this Association shall be elected at the annual meeting of the members.

Section 8. The order of business at the Annual meetings and so far as possible at all other meetings shall be:

1. Calling to order and proof of quorum.
2. Proof of notice of meeting.
3. Discussion and action on any prior annual outstanding minutes.
4. Reports of officers and committees.
5. Election of Directors.
6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE VIII

Directors and Officers

Section 1. The Board of Directors of this Association shall consist of five (5) or more members, all of whom shall be members in good standing of the Association. In the event the Board cannot fill a vacancy the Board shall function with full authority with a minimum of three (3) members. Directors shall be elected in such a manner that the expiration of their terms of office shall be staggered so that no more than three (3) Directors' terms of office will expire in any one year. At each annual meeting the members shall elect for a term of three years the number of Directors whose terms of office have expired.

Section 2. The Board of Directors shall meet within ten (10) days after the annual election of Directors and shall elect by ballot a president, a vice-president, a secretary, and a treasurer from among themselves, each of whom shall hold office until the next annual meeting and until the election and qualification of his successor unless sooner removed by death, resignation or for cause.

Section 3. Any vacancy in the Board of Directors, other than from the expiration of a term of office, shall be filled by election by the remaining members of the Board until the next regular or special meeting of the members of the Association, at which meeting a Director shall be elected for the unexpired portion of the term. The disqualification of a Director as a member of the Association, or the determination by four-fifths or three-fifths ($4/5$ or $3/5$ if appropriate) of the entire Board that a Director is no longer a member in good standing, or that a Director has three consecutive unexcused absences from Board meetings, shall operate to disqualify him/her as a Director and to create a vacancy in the office of Director.

Section 4. A majority of the Board of Directors shall constitute a quorum at any meeting of the Board.

Section 5. Directors shall receive no salary for their service as such.

Section 6. Any Director of the Association may be removed from office for cause, by vote of not less than two-thirds (2/3) of the members who are in good standing who are present at any annual meeting or at any special meeting called for that purpose, at which a majority of the members who are members in good standing are present. The Director shall be informed in writing of the charges preferred against him at least ten (10) days before such meeting, and at a meeting shall have an opportunity to present witnesses and be heard in person in answer thereto.

Section 7. Employees or agents may be discharged or removed from office or employment at any time by action of the Board of Directors.

ARTICLE IX

Duties of Directors

Section 1. The Board of Directors, subject to restrictions of law, the Articles of Incorporation, or these Bylaws, shall exercise all the powers of the Association, and, without prejudice to, or limitation upon, their general powers, it is hereby expressly provided that the Board of Directors shall have, and are hereby given, full power and authority in respect to the matters as hereinafter set forth:

- A. To pass upon the qualifications of members, and to cause to be added to appropriate membership list.
- B. To select and to appoint all officers, agents, or employees of the Association, or remove such officers, agents or employees and designate such powers as may be consistent with these Bylaws, fix their compensation, and pay for faithful service.
- C. Ensure fund reserves exist for necessary normal maintenance, anticipated upgrades and anticipated major repairs or minor unanticipated emergencies.
- D. To make expenditures up to the budget allocated for committees when funding is available, except for emergency repairs. All expenditures in excess of this the budget limits must be approved by the membership at an annual meeting or by mail/email, with approval by a majority of votes received before the expenditure is made.
- E. Subject to approval by 60% (3/5) of the members, except emergency repairs, authority to borrow from any source, money, goods or services, and to make and issue notes, and negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.
- F. To prescribe, adopt, and amend, from time to time, such equitable and uniform rules and regulations as, in their discretion, may be deemed essential or convenient for the conduct of the business and affairs of the Association and the guidance and control of its officers employees, and to prescribe adequate penalties for the breach thereof.

G. Audits:

1. To order, when directed by a vote of not less than 60% (3/5) of the membership attending the Annual Meeting or a Special Meeting of the members of the Association or not less than three-fifths (3/5) of the members of the Board of Directors, an audit of the books and accounts of the Association by a Certified Public Accountant. The report prepared by such accountant shall be distributed to members of the Association
2. Arrange for an audit of the accounting books at least every five (5) years unless the books are kept by an independent Certified Public Accountant firm.

H. To fix the charges to be paid by each member for services rendered by the Association to him/her, the date, and the manner of collection.

Such charges shall include a transfer and impact charge to be paid by a lot buyer on the day of closing and subject to exemptions established by the Association Board of Directors. Property transfers exempt from payment of the transfer and impact charge would be those involving lot transfers by a property owner to a spouse, child or children, parent, parents, or heirs.

- I. To require all officers, agents and employees charged with the responsibility for the custody of any of the funds of the Association to give adequate bonds, the cost thereof to be paid by the Association, and it shall be mandatory upon the Directors to so require.
- J. To select one or more banks to act as depositories of the funds of the Association and to determine the manner of receiving, depositing, and disbursing the funds of the Association and the form of checks and the person or persons by whom the same shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will. All of SPOA accounts shall require two signatures for disbursement of funds.
- K. To sell or rent water to persons or groups of persons who are not members of the Association, but who are accessible to service from the Association's system and who need water for all domestic uses and purposes; and provided that such sale or rental of water shall only be made at such time and during periods when there is water in the Association's system in excess of all the needs of the members of the Association and their requests for water; and capacity requirements set by regulators: and, provided further, that the sale or rental of water to such persons shall be made under contract in form approved by the Board of Directors, which shall clearly provide the limitations of such sale or rental, at rates which in no event shall be less than the total rates, charges and assessments paid by members of this Association.

ARTICLE X
Duties of Officers

Section 1. Officers. The officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer, and their terms of office shall be one year.

Section 2. Removal. Any officer elected or appointed by the Board of Directors may be removed by a majority of the entire Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 3. Vacancies. Any vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He/she shall preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, and other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the Corporation; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4. Vice-president In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President shall perform all the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. The Vice-president shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 5. Secretary. The Secretary shall keep a complete record of all meetings of the Association and of the Board of Directors. He/she shall sign the membership lists with the President and such other papers pertaining to the Association as he/she may be authorized or directed to do so by the Board of Directors. He/she shall serve all notices required by law and by these By-laws and shall make a full report of all matters and business pertaining to the office to the members at the Annual Meeting. He/she shall keep the corporate seal and membership records of the Association, complete membership lists, and affix said Corporate seal and to all papers requiring seal. He/she shall keep a proper membership list record, showing the name of each member of the Association, date of issuance, surrender, cancellation or forfeiture. He/she shall make all reports required by law and shall perform such other duties as may be required of him by the Association or the Board of Directors. Upon the election of his/her successor, the Secretary shall turn over to him all books and other property belonging to the Association that he/she may have in his/her possession.

Section 6. Treasurer. The Treasurer shall have general charge and supervision of the accounts and financial records of the Association. He/she shall also perform such duties with respect to the finances of the Association as may be prescribed by the Board of Directors. He/She shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws.

ARTICLE XI

Benefits and Duties of Members

Section 1. The Association will install, maintain and operate a main distribution pipeline or lines from the source of the water supply, and service lines from the main distribution pipeline or lines to the property line of each member of the Association. The cost of the service line or lines from the main distribution line or lines of the Association to the property line of each member shall be paid by the Association. The Association will also purchase and install a cut off valve and a water meter to be owned and maintained by the Association and to be installed on some portion of the service line owned by the Association. The Association shall have the sole and exclusive right to use such cutoff valve and to turn it on and off.

Section 2. Each lot shall be entitled to only one service line from the Association's water system. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the Association's water system at the water meter outlet in the service line provided by the Association for each lot. Each lot shall have a specified service line, which it must connect to. Each member will be required to dig or have dug a ditch for the connection of the service line from his/her property line to his/her dwelling or other portion of his/her premises and will also be required to purchase and install the portion of the service line from his/her property line to the place of use on his/her premises and to maintain such portion of such service line which shall be owned by the member, at his/her own expense. Said water connection is to be four (4) feet deep and able to withstand 200 psi of pressure. A member (or delegate) of the Board of Directors is to inspect new connections before cover-up. The property member involved will be responsible for costs to the water system due to sub-standard quality of material or improper installation. Pressure reducing valves may be required.

Section 3. Each member shall be entitled to purchase from the Association, pursuant to such agreements as may from time to time be provided and required by the Association, such water for domestic purposes as a member may desire, subject however; to the provisions of these Bylaws and to such rules and regulations as may be prescribed by the Board of Directors. Each member shall be entitled to have delivered to him/her through a single service line only such water as may be necessary to supply the needs of the persons residing in a single dwelling on said property. The water delivered through each service line shall be charged for as determined by the Board. The charges for such water shall be determined separately, irrespective of the

number of service lines owned by a member and cannot be reduced because of multiple ownership of more than one lot.

Section 4. In the event the total water supply shall be insufficient to meet all the needs of the members, or in the event there is a shortage of water, the Association may prorate the water available among the various members on such basis as is deemed equitable to the Board of Directors, and may also prescribe a schedule of hours covering use of water for purposes by particular members and require adherence thereto.

Section 5. The Board of Directors shall, prior to the beginning of each fiscal year, determine for the following fiscal year the flat monthly maintenance fee which includes repair, maintenance and a reserve to be charged for all lots, and in addition, for members connected to the water system, the connected flat monthly base rate and the usage rate per thousand gallons; such connected flat monthly base rate to be payable irrespective of whether any water is used. If no new determination of rate is made, the rate in effect the previous fiscal year shall be in effect until the beginning of the following fiscal year.

Section 6. The Board of Directors shall fix the date for the payment of such charges as specified in Section 5 and shall notify each member of the amount of such charges and the dates for the payment thereof. Any member to be entitled to the delivery of water, shall pay such charges at the office of the Association on or prior to the dates fixed by the Board of Directors. The failure to pay water charges duly imposed may result in the imposition of the following penalties:

- A. Non-payment for sixty (60) days after due, the water shall be cut off from the delinquent member's property.
- B. Provisions of Article XIII, Section 1. A, B, and C will be enacted.
- C. Non-payment for a period of one year after due, the unpaid water charges shall constitute a lien on the delinquent member's property and the Association, at its option, may foreclose on said lien in the manner provided by law. Upon the sale or conveyance of a lot such unpaid water charges, together with interest thereon, shall be paid out of the sale proceeds or by the Seller.

Section 7.

A. Any Member who leases or rents their property in Sourdough Point shall: (1) provide the Board of Directors with the name and phone number of the tenant as well as vehicle information; (2) provide the tenant with copies of Sourdough Point's rules and Restrictive Covenants; (3) assume responsibility for the tenant with regard to any action/behavior that adversely affects the Sourdough Point subdivision or one of its members.

B. Any member who leases or rents their property in Sourdough Point for a period of 30 consecutive days or more may, include in that lease their membership privilege to use common area recreational facilities in Sourdough Point. Tenants in rentals of less than 30 consecutive days shall not assume membership privileges; and therefore, may not use the recreational areas and facilities.

ARTICLE XII

Distribution of Surplus Funds

Section 1. It is not anticipated that there will be any net income. If there should be any surplus funds, then at the end of each fiscal year, after paying the expenses of the Association for operation and otherwise and after setting aside reserves for depreciation on all buildings, equipment and such other reserves as the Board of Directors may deem proper, and after providing for payment on interest and principal of obligations and amortized debts of the Association, and after providing for the purchases of proper supplies and equipment, the surplus funds shall be accumulated in a surplus fund for the purpose of replacing, enlarging, extending and repairing the water system and property of the Association and for such other purposes as the Board of Directors may determine to be for the best interests of the Association. The said surplus fund or any portion thereof may from time to time at the discretion of the Board of Directors, be distributed to the members as provided in the Bylaws, based on the assessments and charges made and levied against and paid by such member during the year.

Section 2. Any part or the whole of such apportionment may be credited at the discretion of the Board of Directors, to the indebtedness of the members, should any exist, and in such case the members shall be notified in writing of the amount so applied.

ARTICLE XIII

Enforcement

Section 1. General, Covenant and By Law Enforcement:

- 1) **Damage by Member --** Each member shall be liable to the Association for any damage to the Common Areas or Common Facilities not fully reimbursed to the Association by insurance if the damage is sustained because of the negligence or willful misconduct of the member, his guests, tenants, invitees, or contractors.

- 2) **Personal Obligation of Owner----** The amount of any dues, water fees, or special assessments against any lot and/or dwelling shall be the personal obligation of the owner of such lot and/or dwelling to the Association. No owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the common areas or by abandonment of his lot or dwelling by waiving any services or amenities provided by the Association. In the event of any suit to recover a money judgement for unpaid assessments, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

All obligations of an owner, under and by virtue of the provisions contained in the by-laws shall continue, notwithstanding that he may be leasing, renting or selling under contract his lot/property.

3) Compliance---Each owner shall comply strictly with the provisions of the Bylaws, restrictive covenant, and existing architectural committee guidelines, island rules, dock rules and any other rules regulations, promulgated by the Association as the same may be lawfully modified from time to time. Failure to comply with any of the same shall be grounds for an action as described in the covenants or to recover sums due for damages or for injunctive relief or for both.

Section 2. Fee Payment and Late Payment

Enforcement of the provisions of these Bylaws will be through enactment of one or more of the following as determined by the Board of Directors:

- A. All fees and assessments are due and payable within sixty (60) days of the billing date. A late charge of fifteen (15%) percent per annum will be charged on overdue membership dues or water assessments.
- B. The unpaid interest will be added to the next regular assessment and become due and payable as part of that next assessment.
- C. The delinquent owner's right to vote and other privileges associated with membership in the Association will be suspended.
- D. The delinquent owners shall not be connected to Sourdough Point's water system until all fees and assessments are paid in full.
- E. If legal action is necessary, all incurred legal costs are the responsibility of the property owner.
- F. In addition to the other remedies provided in these Bylaws and by law, the Association by its Board of Directors on behalf of all the members, shall have a lien on each lot for the unpaid common charges or assessments thereof, together with interest thereon at the rate of fifteen (15%) percent per annum and the current lien fee, prior to all other liens except only (1) liens for taxes, and (2) any first purchase money security. Upon the sale or conveyance of a lot, such unpaid common charges shall be paid out of the sale proceeds or by the Seller.
- G. After two years of non-payment, notification of Sourdough Point Owners Association's intention to sue is to be given with the bill for the third year. Members will be given sixty (60) days' notice to make dues current. Failure to do so will result in the Association turning the delinquent member's account over for collection.

ARTICLE XIV

Amendments

Section 1: Either the Board of Directors or an association member in good standing may initiate an amendment to the Bylaws. To adopt the amendment, both bodies must approve it by a sixty percent (60%) majority vote; the powers of the members and of the Board of Directors are equal. However, neither the Board nor the members shall have the power to change the purposes of the Association so as to decrease its rights and powers under the laws of the State, or to waive any requirements of bond or other provisions for the safety and security of the property and funds of the Association or its members, or to deprive any member of rights and privileges then existing, or so to amend the Bylaws as to effect a fundamental change in the policies of the Association.

Section 2: The proposed amendment must be submitted to the members (20-30 days) before the Annual Meeting in accordance with the provisions of Article VII, Section 3.

Section 3: Members present at the annual meeting shall have the opportunity to consider the proposed amendments, debate and amend it under Roberts Rules of Order. Upon closure of debate, the Board of Directors shall vote immediately on the proposed amendment. If the amendment is passed by sixty (60%) of the Board of Directors, it shall be referred to the entire membership within three weeks with a mail-in ballot. If the amendment is approved by sixty percent (60%) of the membership, it shall be adopted.

ARTICLE XV

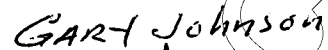

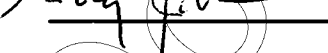
Indemnification

Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation shall be indemnified against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding to the extent allowed and in accordance with the provisions of Idaho Code Section 30-1-5 as the same is now in effect or may be amended.

In event parties in Sourdough Point Owners Association have any type of disagreement(s), the parties are expected to make every effort to settle problems or differences through communication between the parties involved. If these attempts fail, bring the grievance to the Board's attention and the Board will act towards resolution. If the grievance is not settled by the Board, the grieving parties may take further steps to resolve the problem once the Board intervention has failed as allowed in the Enforcement section in Part A of the restrictive covenants.

Amended August 27, 1985; July 27, 1987; October 6, 1987; May 18, 1989; July 1, 1989; May 22, 1992; July 19, 1992; June 4, 1993; October 29, 1994; November 18, 1994; October 22, 1999; Article, Section 1: E, F amended August 23, 2005; corrected Article V, Section 3 on May 5, 2008; and amended Articles V, VI, VII, IX, XIII, XIV, XV December 2015 and amended August 2022.

**SOURDOUGH POINT OWNERS ASSOCIATION, INC. OFFICERS
BOARD OF DIRECTORS**

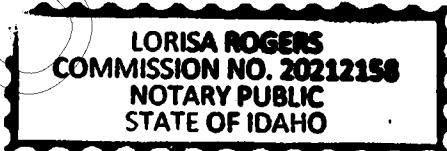

 _____, President _____, Vice President

 _____, Treasurer _____, Secretary

 _____, Director _____, Director

State of Idaho. County of Bonner

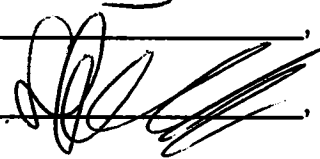
On this 16 day of December, ^{'22} before me, a Notary Public in and for said State, personally appeared Gary Johnson, known to me to be a person whose name appears on this instrument, and acknowledged to me adoption of the incorporated amendments.

Name: LORISA ROGERS
NOTARY PUBLIC STATE OF IDAHO

Comm Exp - 5/3/2027




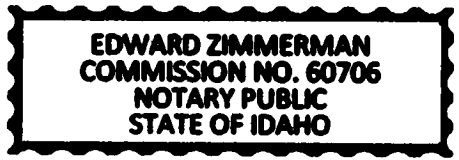
**SOURDOUGH POINT OWNERS ASSOCIATION, INC. OFFICERS
BOARD OF DIRECTORS**

_____	, President	_____	, Vice President
_____	, Treasurer	_____	, Secretary
	, Director	_____	, Director

State of Idaho. County of Bonner

On this 16 day of December, before me, a Notary Public in and for said State, personally appeared Stephen D. Lowry, known to me to be a person whose name appears on this instrument, and acknowledged to me adoption of the incorporated amendments.

Name:  _____ Exp. 11-26-24
NOTARY PUBLIC STATE OF IDAHO



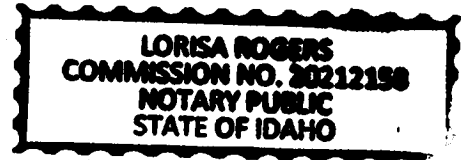
**SOURDOUGH POINT OWNERS ASSOCIATION, INC. OFFICERS
BOARD OF DIRECTORS**

Susan R. Lee, President _____, Vice President
_____, Treasurer _____, Secretary
_____, Director _____, Director

State of Idaho. County of Bonner


On this 20 day of January '23, before me, a Notary Public in and for said State, personally appeared Susan Lee, known to me to be a person whose name appears on this instrument, and acknowledged to me adoption of the incorporated amendments.

Name: LORISA ROGERS LROGERS
NOTARY PUBLIC STATE OF IDAHO



**Bylaws of Sourdough Point Owners Association, Inc.
August 2022
A Non-Profit Corporation
(Replaces Document, December 2015)**

**SOURDOUGH POINT OWNERS ASSOCIATION, INC. OFFICERS
BOARD OF DIRECTORS**

Timothy Personius

_____, Director

_____, Director

State of Florida. St. Johns County

On this 17 day of Jan 2023, before me, a Notary Public in and for said State, personally appeared Timothy Personius, known to me to be a person whose name appears on this instrument, and acknowledged to me adoption of the incorporated amendments.

Name: 

NOTARY PUBLIC STATE OF FLORIDA



PEND OREILLE
SUPERVISORY AREA
2550 Highway 2 West
Sandpoint ID 83864
Phone (208) 263-5104



DUSTIN T. MILLER, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't of Public Instruction

December 3, 2024

Sourdough Point Owners Assoc
Attn: Sherrel Rhys
PO Box 29
Sagle ID 83860

Re: Encroachment Permit L96S0206H

To whom it may concern:

To whom it may:

Enclosed is the subject permit in accordance with the application you filed with this office. Please note, this permit does not preclude you from getting other permits from other agencies or the County. Please read the entire permit and comply with all special terms and conditions.

WHAT NEXT

1. **Record the Encroachment Permit with Bonner County (1500 Highway 2 Sandpoint, ID 83864) to validate it.** This permit is not valid until you provide us with proof of recordation (they will place a sticker with a bar code on top of the 1st page of the permit). Please note that the original notarized and signed permit must be presented to the Recorders Office, a copy will not be accepted. Please submit a copy of the recorded Encroachment Permit to the Idaho Department of Lands Mica office (email below). Please have the entire permit packet recorded.
2. **The encroachment permit number (0206) must be displayed upon the most waterward area of your encroachment** with metal, plastic (vinyl) or wooden numerals at least three inches in size. IDL staff should be able to see the permit numbers when driving by your property in a work boat.
3. When construction on your encroachment is complete, please fill in the attached '**Work Completion Report**' form and return it to the address indicated. Construction of your encroachment must be completed within three (3) years from the date the permit was issued. Please try and take a picture of the encroachment and permit numbers to submit with your 'Work Completion Report' form.

Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink that reads "Amidy Fuson".

Amidy Fuson, Resource Specialist Sr.
Public Trust

Enclosures

cc: Bonner County Assessor's Office
U. S. Army Corps of Engineers / Coeur d'Alene
L&W Doc Exchange
file@idwr.idaho.gov / IDWR

This space is reserved for recording purposes only



ENCROACHMENT PERMIT NO. L96S0206H

Permission is hereby granted to Sourdough Point Owners Association of PO Box 29, Sagle ID 83860, United States (USA) to install and maintain the following encroachment(s) subject to the terms and conditions of this Permit and the approved application, plans and drawings incorporated herein:

Encroachment	Description		Effective Date	Construction to be completed by
Encroachment: Community Dock	3.5'x60' ramp, 6'x16' approach to 282'x54' 22 double slipped floating dock 23 shoreline docks in varying length and width 6'x24' dock next to boat launch	7,085.25 Square Feet	Dec/03/2024	Dec/03/2027
Encroachment: Other Navigational	16'x51' Concrete boat launch		Dec/03/2024	Dec/03/2027
Encroachment: Other Non-Navigational	70' wide Causeway breach 12'x30' Bridge		Jul/02/1995	Jul/02/1998
Encroachment: Rip Rap		340 Feet	Jan/12/2001	Jan/12/2004
Encroachment: Waterline	8" pipe	300 Feet	Jul/23/2009	Jul/23/2012

Located on **LAKE PEND OREILLE** in BONNER COUNTY, adjacent to:

Parcel Number	RP004300000RAOA
Lot, Block, Subdivision	Sourdough Point Recreation Area in Gov Lots 2 & 3
Section, Township, Range	T57N R01W, sec 29, Boise Meridian
Physical Addresses	138 Sourdough Lane, Sagle, ID

1. General

- A. In order for this permit to be valid, Permittee must record this permit in the records of the county in which the encroachment is located and furnish proof of recordation to the Department pursuant to Idaho Code §§ 58-1305(h) and -1306(f).
- B. All applicable provisions of the Lake Protection Act (Idaho Code Title 58, Chapter 13) and Rules for Regulation of Beds, Waters, and Airspace over Navigable Lakes and Streams in the State of Idaho (IDAPA 20.03.04.000 *et seq.*) are incorporated herein by reference and made a part hereof.
- C. This permit does not convey the State's title to nor jurisdiction or management of lands lying below the natural or ordinary high-water mark.
- D. Construction must follow details and specifications shown on the approved application, plans, and drawings provided by Permittee. Should such information prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended, or revoked in accordance with the Administrative Procedures Act, Idaho Code Title 67, Chapter 52 and IDAPA 20.03.04.080.07. At any time, and prior to any modification to the application, plans, drawings, or encroachments Permittee must consult with the Idaho Department of Lands to determine if a new permit is required.
- E. Permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the approved application, plans and drawings. Permittee shall contact the Idaho Department of Lands 10 days prior to the planned start date of any maintenance or replacement activities.
- F. Acceptance of this permit constitutes permission by Permittee for representatives of the Idaho Department of Lands to come upon Permittee's Property at all reasonable times to inspect the encroachment authorized by this permit.
- G. Permittee shall indemnify, defend, and save harmless the State, its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Permittee's acts or omissions under this permit or Permittee's failure to comply with any state or federal statute, law, regulation, or rule.
- H. Authorization for any activity authorized herein that is not completed on or before the completion date identified above, shall automatically terminate unless an extension was granted in writing by IDL.
- I. This permit supersedes and voids any permit previously issued for this property. Unless specifically authorized in this permit, any pre-existing or abandoned portions of encroachments, whether previously permitted or not, shall be removed from below the ordinary or artificial high-water mark.
- J. This permit does not relieve Permittee from obtaining additional approvals or otherwise complying with other local, state, or federal laws.
- K. Idaho State Water Quality Standards (IDAPA 58.01.02.000 *et seq.*) shall be maintained at all times during and after project start up.
- L. This permit is issued contingent upon Permittee's continuing status as an owner or lessee of the littoral right associated with the property described on page 1 of this permit.
- M. Permittee shall not assign this permit without first obtaining the written consent of IDL. Any request for approval of an assignment must be in writing, on forms provided by IDL, and accompanied by the applicable processing fee.
- N. Permittee assumes all liability for damages, which may result from the exercise of this permit.

2. Construction

- A. The Permittee or contractor shall have a copy of this permit available on site for inspection at all times during construction.
- B. Permittee is responsible for all work done by any contractor. Permittee shall provide contractor with a copy of this permit. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this permit.
- C. Construction barges or other watercraft shall not be grounded on the lakebed for any reason.
- D. Permittee, contractor, and anyone acting on their behalf are prohibited from allowing equipment, boats, barges, or associated machinery to create petroleum product sheen on the water or otherwise create a release of petroleum or petroleum products due to petroleum products handling, use or storage. The contractor shall maintain an adequate supply of petroleum absorbent pads. The Emergency Response Team phone number, 1-800-632-8000, must be readily available at all times.
- E. Operation of excavation equipment will not be allowed below the ordinary or artificial high-water mark without prior written authorization from IDL. Equipment may be operated only on dry land above the level of the lake at the time of operation.
- F. Demolition debris and construction waste shall be removed from the lake and disposed of at an approved upland location.
- G. Foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents and shall be replaced if cracked, damaged, or similarly compromised.
- H. It is illegal to possess or transport Quagga or Zebra mussels into or through Idaho, and to launch infested watercraft. Used boat lifts shall be inspected for invasive species and determined to be free from such species prior to installation. Permittee shall provide IDL with proof of inspection by an authorized inspector prior to installing the boat lift and/or placing it in the water. Prior to installation call 877-336-8676 for decontamination.
- I. Piles and pylons shall be driven with noise reduction devices.
- J. Construction materials shall be natural, or pressure treated utilizing only those preservative chemicals registered for the specific uses by the U.S. Environmental Protection Agency (EPA). All treated wood materials shall be produced in compliance with "Best Management Practices (BMPs) For the Use of Treated Wood in Aquatic and other Sensitive Environments" issued by the Western Wood Preservers Institute (WWPI) 2012. Treated materials not in contact with the water shall be completely dry before use near navigable waters. Use of Chromated Copper Arsenate (CCA) treated wood shall adhere to the EPA recommendations regarding use of arsenate treated wood. Contact Idaho Department of Environmental Quality for information on acceptable treatment methods and materials.
- K. All construction material including maintenance material must be stockpiled landward of the ordinary or artificial high-water mark
- L. No trees or vegetation shall be removed below the ordinary high-water mark without written approval of the Idaho Department of Lands.
- M. The disturbed portion of the lakebed shall be shaped to its original contour upon completion of the project.
- N. Any vegetation located below the ordinary high-water mark disturbed by construction activity shall be replanted with native plants, unless otherwise agreed to in writing by IDL.
- O. All construction shall meet the standards of the Uniform Building and International Fire Codes. Permittee shall contact the appropriate body of jurisdiction concerning these codes prior to installation.

- P. A silt curtain, fence, or other appropriate Best Management Practice (BMP) shall be installed waterward of the project site. It must remain in place and functional until the turbidity level inside the curtain, fence or BMP equals the turbidity outside the curtain, or until all disturbed sediment has been removed from the BMP and stabilized in an upland location.
- Q. If any excavation or pile driving occurs the operator must comply with the provisions of the Underground Facilities Damage Prevention Law (Idaho Code Title 55, Chapter 22). The one-call locator service number is 811.

3. Riprap

- A. No riprap shall be placed in excess of the minimum needed for erosion control.
- B. Riprap shall be placed along the present contour of the shoreline.
- C. BMPs must be implemented to prevent sediment or sediment laden water from reentering the lake. BMPs must remain in place until the risk of sediment reentering the lake has been fully mitigated. Sediment mitigation BMPs must be removed prior to or designed to withstand any rise in lake water level which might cause an unplanned release of trapped sediment.
- D. Any excavated material shall be sidecast to only one side of the trench and shall either be replaced in the trench or removed to an area above the ordinary or artificial high-water mark and in a position such that it will not reenter the lake.

4. Waterline

- A. The water intake should be screened in a manner that would create approach velocities of not more than **0.5 feet per second** and a maximum screen mesh diameter of one-quarter inch.
- B. The waterline shall be anchored to the bed of the lake with a nontoxic type of weight.
- C. No water shall be diverted by the water intake system until a valid permit to appropriate water or water right is obtained from the Idaho Department of Water Resources.
- D. Any excavated material shall be sidecast to only one side of the trench and shall either be replaced in the trench or removed to an area above the ordinary or artificial high-water mark and in a position such that it will not reenter the lake.

5. Lake Specific Terms

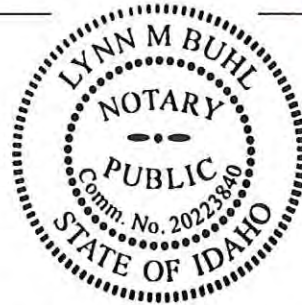
A. Lake Pend Oreille

Existing piling to be removed that are in a known spawning area or near the confluence of a bull trout stream shall be cut off. Other existing piling to be removed may be snapped off with a tug or barge, however, this method shall not cause turbidity from prop wash, and the remaining piling shall not become a hazard to navigation nor protrude more than two feet above the bed of the waterway.

ON BEHALF OF THE DIRECTOR

By: Amidy Fuson
Amidy Fuson, Resource Officer Sr.
Navigable Waterways – Pend Oreille Office

12/3/24
Date



STATE OF IDAHO)
) ss
BONNER COUNTY)

On December 03, 2024 personally appeared before me Amidy Fuson, whose identity is personally known to me and who by me duly affirmed that he/she is the Resource Officer Sr., Navigable Waterways Pend Oreille Office of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by him/her on behalf of said state agency by authority of a Resolution of the State Land Board.

Lynn M Buhl
Notary Public for Idaho Department of Lands
My commission expires on 8/8/28

JOINT APPLICATION FOR PERMITS

U.S. ARMY CORPS OF ENGINEERS - IDAHO DEPARTMENT OF WATER RESOURCES - IDAHO DEPARTMENT OF LANDS

Authorities: The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (DWR), and Idaho Department of Lands (DL) established a joint process for activities impacting jurisdictional waterways that require review and/or approval of both the Corps and State of Idaho. Department of Army permits are required by Section 10 of the Rivers & Harbors Act of 1899 for any structure(s) or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for the discharge of dredged or fill materials into waters of the United States, including adjacent wetlands. State permits are required under the State of Idaho, Stream Protection Act (Title 42, Chapter 38, Idaho Code) and Lake Protection Act (Section 58, Chapter 13 et seq., Idaho Code). In addition, the information will be used to determine compliance with Section 401 of the Clean Water Act by the appropriate State, Tribal or Federal entity.

Joint Application: Information provided on this application will be used in evaluating the proposed activities. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. The applicant will need to send a completed application, along with one (1) set of legible, black and white (8 1/2" x 11" reproducible drawings that illustrate the location and character of the proposed project/activities to both the Corps and the State of Idaho.

See Instruction Guide for assistance with Application. Accurate submission of requested information can prevent delays in reviewing and permitting your application. Drawings including vicinity maps, plan view and section view drawings must be submitted on 8 1/2 x 11 papers.

Do not start work until you have received all required permits from both the Corps and the State of Idaho.

FOR AGENCY USE ONLY

USACE NWW-	Date Received:	<input type="checkbox"/> Incomplete Application Returned	Date Returned:
Idaho Department of Water Resources No.	Date Received:	<input type="checkbox"/> Fee Received DATE:	Receipt No.:
Idaho Department of Lands No. L96S0206H	Date Received: 04/20/2023	<input type="checkbox"/> Fee Received \$ 2075.00 DATE: 4/20/23	Receipt No.: 115
INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED			
1. CONTACT INFORMATION - APPLICANT Required:		2. CONTACT INFORMATION - AGENT:	
Name: Sherrel Rhys, President Sourdough Point Homeowners Association		Name:	
Company: Sourdough Point Homeowners Association		Company:	
Mailing Address: PO Box 29		Mailing Address:	
City: Sagle	State: ID	Zip Code: 83860	City: State: Zip Code:
Phone Number (include area code): 406-431-8018	E-mail: sherrelrhys@gmail.com	Phone Number (include area code):	E-mail:
3. PROJECT NAME or TITLE: Sourdough Point Homeowners Association Dock Stabilization Project		4. PROJECT STREET ADDRESS: 138 Sourdough Lane	
5. PROJECT COUNTY: Bonner County	6. PROJECT CITY: Sagle, Idaho	7. PROJECT ZIP CODE: 83860	8. NEAREST Lake Pend Oreille WATERWAY/WATERBODY:
9. TAX PARCEL ID# 82-0382340 RP 004300000RA0A	10. LATITUDE: 48 degrees 15.418 LONGITUDE: 116. 28.147	11a. SW 1/4 11b. NE 1/4 11c. SECTION: 29	11d. TOWNSHIP: T57N 11e. RANGE: R1 WBM
12a. ESTIMATED START DATE: Summer of 2024	12b. ESTIMATED END DATE: Fall 2028	13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? <input type="checkbox"/> NO <input type="checkbox"/> YES Tribe	
13b. IS PROJECT LOCATED IN LISTED ESA AREA? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

14 DIRECTIONS TO PROJECT SITE: Include a vicinity map with legible crossroads, street numbers, names, and landmarks. **Take Highway 95 South from Sandpoint to Bottle Bay Road. Turn left onto Bottle Bay Road and travel 6.1 Miles to Sourdough Lane. Turn left and take Sourdough Lane to the parking area.**

APR 10 2024

15. PURPOSE and NEED: Commercial Industrial Public Private Other

IDL Permit L-96-S-0206, approved in 1982, authorized twenty floating docks (eighty square feet) on SPOA's shoreline. Over time, some shoreline owners experienced unstable docks. They request an option to repair/rebuild their dock on a pier dock platform. This construction will improve safety and stability. Page 1 of 4 *This application is for replacing 5 permits existing floating docks to 5 pierdocks # 1, 17, 19, 20, 23 at the same size and location.* IDL-23, Page 7

16. DETAILED DESCRIPTION OF EACH ACTIVITY WITHIN OVERALL PROJECT. Specifically indicate portions that take place within waters of the United States, including wetlands: Include dimensions; equipment, construction, methods; erosion, sediment, and turbidity controls; hydrological changes: general stream/surface water flows, estimated winter/summer flows; borrow sources, disposal locations etc.:

Shoreline docks permitted by L-96-S-206 and L-96-S-205G are unstable and some need repair/rebuild to improve safety, especially for older adults. Please see enclosed dock map, project activities, & photos.

Answers for question sixteen please continue to the inserted page

17. DESCRIBE ALTERNATIVES CONSIDERED to AVOID or MEASURES TAKEN to MINIMIZE and/ or COMPENSATE for IMPACTS to WATERS of the UNITED STATES, INCLUDING WETLANDS: See Instruction Guide for specific details.

Alternative Suggestions

The above options are part of the SPOA Community Dock System & will not impact additional waters.

18. PROPOSED MITIGATION STATEMENT or PLAN: If you believe a mitigation plan is not needed, provide a statement and your reasoning why a mitigation plan is NOT required. Or, attach a copy of your proposed mitigation plan.

DEPT OF LANDS

APR 10 2024

There are no wetlands involved in this project.

19. TYPE and QUANTITY of MATERIAL(S) to be discharged below the ordinary high water mark and/or wetlands:

Dirt or Topsoil: _____ cubic yards

Dredged Material: _____ cubic yards

Clean Sand: _____ cubic yards

Clay: _____ cubic yards

Gravel, Rock, or Stone: _____ cubic yards

Concrete: _____ cubic yards

Other (describe): _____ cubic
_____ yards

Other (describe): _____ cubic
_____ yards

TOTAL: **None** _____ cubic yards

20. TYPE and QUANTITY of impacts to waters of the United States, including wetlands:

Filling: _____ acres
_____ sq ft. _____ cubic yards

Backfill & Bedding: _____ acres _____ sq ft. _____ cubic yards

Land Clearing: _____ acres _____ sq ft. _____ cubic yards

Dredging: _____ acres _____ sq ft. _____ cubic yards

Flooding: _____ acres _____ sq ft. _____ cubic yards

Excavation: _____ acres _____ sq ft. _____ cubic yards

Draining: _____ acres _____ sq ft. _____ cubic yards

Other: cubic yards

TOTALS: **None** _____ acres _____ sq ft. _____ cubic yards

HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT?

If yes, describe ALL work that has occurred including dates. NOYES

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:

L-96-S-0206; L-96-S-0206C; L-96-S-0206F; L-96-S-0206G; L-96-S-0205G. The Department of Army NWW-1998-1201780 modification Number Two, September 2016. (L-96-S-205 F)

23. YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands
NA

24. **SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED:** Square Miles **NA**

25. **IS PROJECT LOCATED IN A MAPPED FLOODWAY?** No **X**

If yes, contact the floodplain administrator in the local government jurisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.

26 A The following information is required by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation.

- No **X** Yes__ Is the applicant willing to assume that the affected water body is high quality?
- No **X** Yes__ Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not.
- NO **X** Yes __ Is the applicant willing to collect the data needed to determine whether the affected water body is high quality or not?

26 B. **BEST MANAGEMENT PRACTICES.** List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered - treatment or otherwise. Select an alternative that will minimize degrading water quality.

SPOA will rebuild five shoreline docks in the same location, and it will not alter the ecology of the Sourdough Community Docks

APR 28 2024


DEPT OF LANDS

APR 10 2024

29. ADJACENT PROPERTY OWNERS NOTIFICATION REQUIREMENT. Provide contact information of ALL adjacent property owners below *See enclosed map.*

Name: Mailing Address: City: Phone Number (include area code): E-mail: State: Zip Code:	Name: Mailing Address: City: Phone Number (include area code): E-mail: State: Zip Code:
Name: Mailing Address: City: Phone Number (include area code): E-mail: State: Zip Code:	Name: Mailing Address: City: Phone Number (include area code): E-mail: State: Zip Code:
Name: <i>Island Vista LLC</i> Mailing Address: <i>PO Box 16758</i> City: <i>Seattle WA 98116</i> Phone Number (include area code): <i>RP007450000170A</i> E-mail: State: Zip Code:	Name: <i>Legacy Properties LLC</i> Mailing Address: City: Phone Number (include area code): E-mail: State: Zip Code:
Name: <i>Sherrel Rhys,</i> President of SPOA Homeowners Association Mailing Address: <i>PO Box 29</i> City: <i>Sandpoint, Idaho 83864</i> Phone Number (include area code): <i>(406)431-8018</i> E-mail: State: Zip Code:	Name: Mailing Address: City: Phone Number (include area code): E-mail: State: Zip Code:

30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS
 Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

Signature of Applicant:  Date: 3/30/2024

DEPT OF LANDS

APR 10 2024

Signature of Agent: _____ Date: _____

This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2,

30). Further, 18 USC Section 1001 provides that: "Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both".

Answers to question sixteen are below.

This application is to replace five existing floating docks with pier docks. Numbers, 1,17, 19, 20, and 23 are at the same location and size.

Docks 1 and 19 need to be rebuilt to increase safety.

(See photos 1 and 19)

Dock 1—This dock is 4' X 20' and will be rebuilt as a 4' X 20' pier dock using a **steel C channel dock with Trex Enhance naturals, 3" pipe, and steel support.** The size of this dock will not change. RR-5001 W White Dock edging 10'stick Save-A-Toe Eight Inch Fold down cleat, Aluminum D1BUC10WE 10" Corner Bumper White Universal Gangway 3'X 12' aluminum gangway with handrails.

Dock 19 - This dock is 4' X 20' and is to be rebuilt as a pier dock of dimensions 4' X 20' using a steel channel dock with Trex Enhance naturals with 3" pipe and steel support. RR-5001 W White Dock edging 10'stick Save-A- Toe "8 "Fold down cleat, Aluminum D1BUC10WE 10" Corner Bumper White Universal Gangway 3' X 12' aluminum gangway with handrails. The size of the dock will not change.

Docks 17, 20, and 23 have been stabilized to reduce risk.

(See photos 17,20, & 23)

Dock 17 was rebuilt/stabilized in 2006 using 4-1/2" cedar posts dug into the soil. Cedar was used for support framing and the deck. The dock size is 6' x 20'.

Dock 20 was rebuilt as a pier dock with ten treated wood 6" X 6" posts anchored to concrete footings buried 2'-3' deep. The remaining structure is constructed of 2" X 6" wood stringers and composite decking. After a discussion with Justin Eshelman, this dock was stabilized in 2022-23.

Dock 23 Dock 23 is 5' X 16' and stabilized with a welded steel pipe with four pipes driven into the ground by a hydraulic hammer. There is steel bracing of 1-1/2" for additional support. The dock frame is made with steel channels and composite decking. After a discussion with Justin Eshelman, this dock was stabilized in 2022.

Insert for the Sourdough Homeowners Association Application for Community Docks

DEPT OF LANDS

APR 29 2024

Answers to question sixteen are below

Docks 1 and 19 need to be rebuilt to increase safety
(See photos 1 and 19)

Dock 1 This dock is 4" X 20' and is to be rebuilt as a 4' X 20' pier dock using a steel c channel dock with Trex Enhance naturals with 3" pipe and steel support. RR-5001 White Dock edging, 10' stick edging Save-A-Toe Eight-inch fold down cleat. Aluminum D1BUC10WE 10" Corner Bumper White Universal Gangway 3' X 12' aluminum gangway with handrails. The size of this dock will not change.

Dock 19 This dock is 4' X 20' to be rebuilt as a pier dock of dimensions 4' X 20' using a steel c channel dock with Trex Enhance naturals with a 3" pipe and steel support. RR-5001 W White Dock edging 10' stick Save-A-Toe 8" fold down cleat, 3' X 12' aluminum, gangway with handrails. The size of this dock will not change.

Docks 17, 20, and 23 have been stabilized to reduce risk.
(See photos 17, 20, & 23)

Dock 17 was rebuild/stabilized in 2006 after verbal discussion with IDL using 4-1/2" cedar posts dug into the soil. Cedar was used for support framing and the deck. The dock size is 6' X 20'.

Dock 20 was rebuilt as a pier dock with 10 treated wood 6" X 6" cedar posts anchored in concrete footings buried 2'-3' deep. The remaining structure is constructed of 2" X 6" wood stringers and composite decking. After discussion with Justin Eshelman, this dock was stabilized in 2022-23.

Dock 23 is 5' X 16' and stabilized with welded steel pipe with pipes driven into the ground with a hydraulic hammer. The steel bracing of 1-1/2" for additional support. The dock frame is made with steel channels and composite decking. After discussion with Justin Eshelman, this dock was stabilized in 2022.



By: _____

Sourdough Homeowners' Rebuilt Docks



Dock Seventeen
Repaired



Dock Twenty
Repaired



Dock Twenty-three
Repaired

DEPT OF LANDS

APR 10 2024

Sourdough Homeowners' Dock to be rebuilt



**Dock One
Broken**



**Dock Nineteen
Broken**

DEPT OF LANDS

APR 10 2024

Sourdough Point Owners Association (SPOA)

Lagoon Lakebed Profile

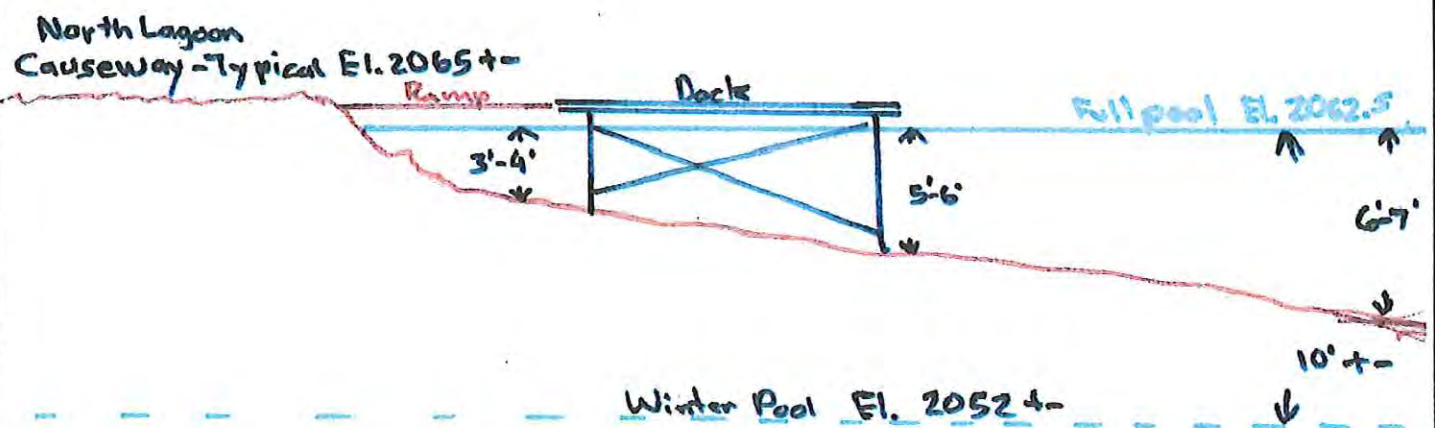
The SPOA Lagoon containing our Community Dock has a north and south opening permitting circulation as the water level and currents adjust.

The inner shore contains Rip-Rap installed years ago.

The lagoon is generally flat.

In summer the depth is approximately six feet, four inches.

In winter the bottom is mud.



DEPT OF LANDS

APR 10 2024

Item 21-SPOA Community Dock Square Footage
 Revised October 23, 2024



SPOA dock permit revision L96SO206H is updated for dock square footage and dimensions of Shoreline Dock Ramps and Docks

Dock # Ramp Dimension Sq. Ft. Dock Dimensions Sq. Ft. Total Sq. Ft.

1	12' X 3.5'	42 ✓	4 X 20	80 ✓
2	8' X 3.75'	30 ✓	5 X 16	80 ✓
3	10' X 2.5'	25 ✓	4 X 20	80 ✓
4	8' X 2'	16 ✓	5 X 18	80 ✓
5	12' X 3'	36 ✓	5 X 14	70 ✓
6	11' X 4'	44 ✓	5 X 16	80 ✓
7	12' X 3'	36 ✓	6 X 20	120 ✓
8	9' X 3.25'	29.25 ✓	5 X 21	105 ✓
9	12.5' X 3'	24.375 ✓	5 X 16	80 ✓
10	8' X 2.5'	24.20 ✓	3 X 20	60 ✓
11	8' X 4'	32 ✓	5 X 16	80 ✓
12	12' X 2'	24 ✓	8 X 16	128 ✓
13	12' X 3'	36 ✓	6 X 16	96 ✓
14	13' X 3'	39 ✓	5 X 16	80 ✓
15	15' X 3'	45 ✓	5 X 15	75 ✓
16	12' X 3.5'	42 ✓	5 X 17	85 ✓
17	10' X 4'	40 ✓	6 X 20	120 ✓
18	12' X 3'	36 ✓	4 X 20	80 ✓
19	10' X 2'	20 ✓	4 X 20	80 ✓
20	13' X 4.5'	60.56.5 ✓	4.5 X 20	90 ✓
21	12' X 3'	36 ✓	5 X 16	80 ✓
22	12' X 3'	36 ✓	5 X 16	80 ✓
23	12' X 3'	36 ✓	5 X 15	80 ✓

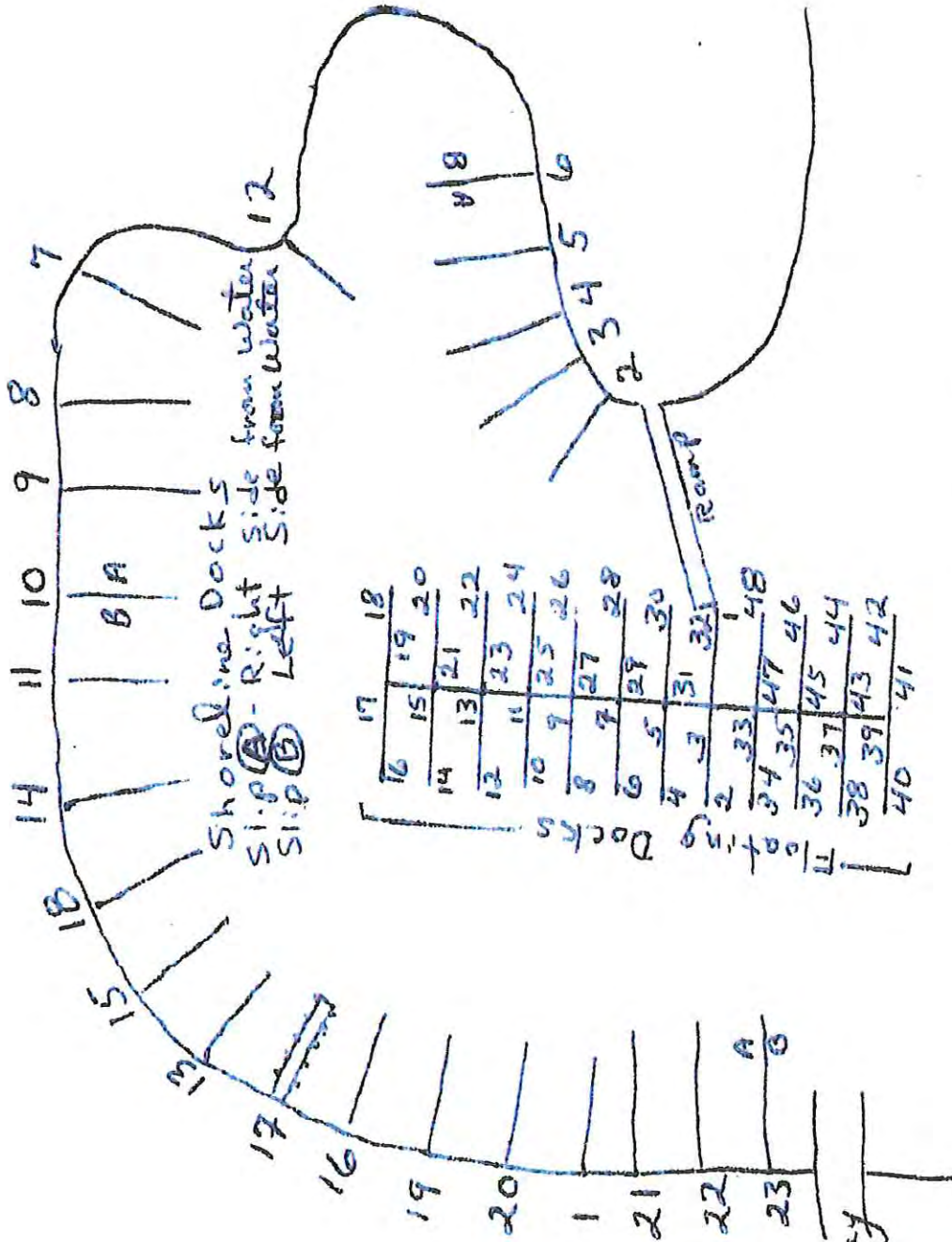
Floating Docks in Lagoon ~~820~~ 1989 ✓ ~~2809~~
 796.25 2,785.25 ✓

West side (# of docks) Dimensions Dock sq. ft.
 8 4' X 24' 768 ✓
 West side walkway 6' X 104' 624 ✓ W. side total 1392 ✓

East Side Ramp to shore (6' X 70' & 60' X 3.5') ✓ 630 sq. ft. ✓
 Floating docks (14 @ 4' X 20') ✓ 1120 sq. ft. ✓
 Central walkway (7 @ 24' X 6') ✓ 1008 sq. ft. ✓ E. total 2758 ✓

Boat Launch Dock 6' X 25' dock area 150 sq. ft. ~~7109~~

Total =
 7,085.25 ✓



17	18
16	19
15	20
14	21
13	22
12	23
11	24
10	25
9	26
8	27
7	28
6	29
5	30
4	31
3	32
2	33
1	34
34	35
36	37
38	39
40	41
42	43
44	45
46	47
48	49

SPOA Lagoon Dock Diagram

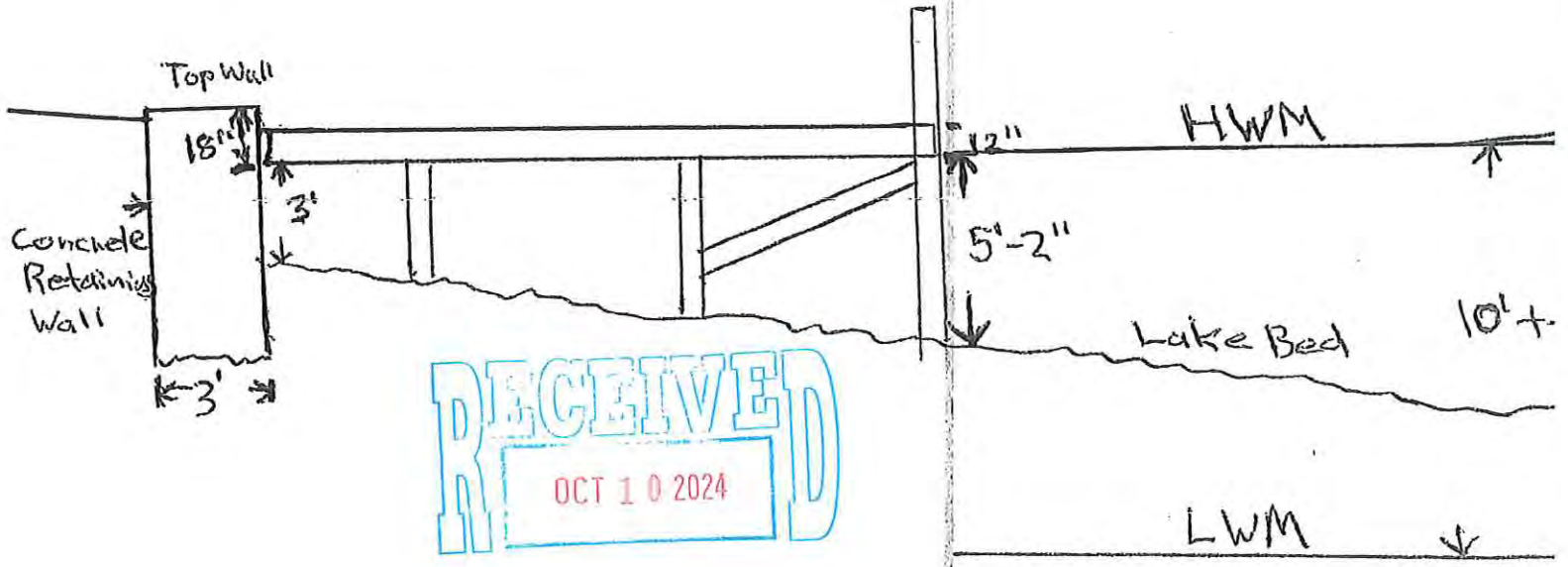
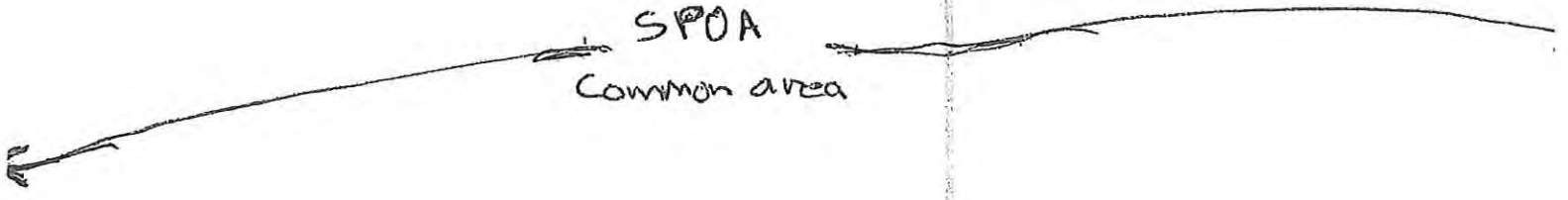
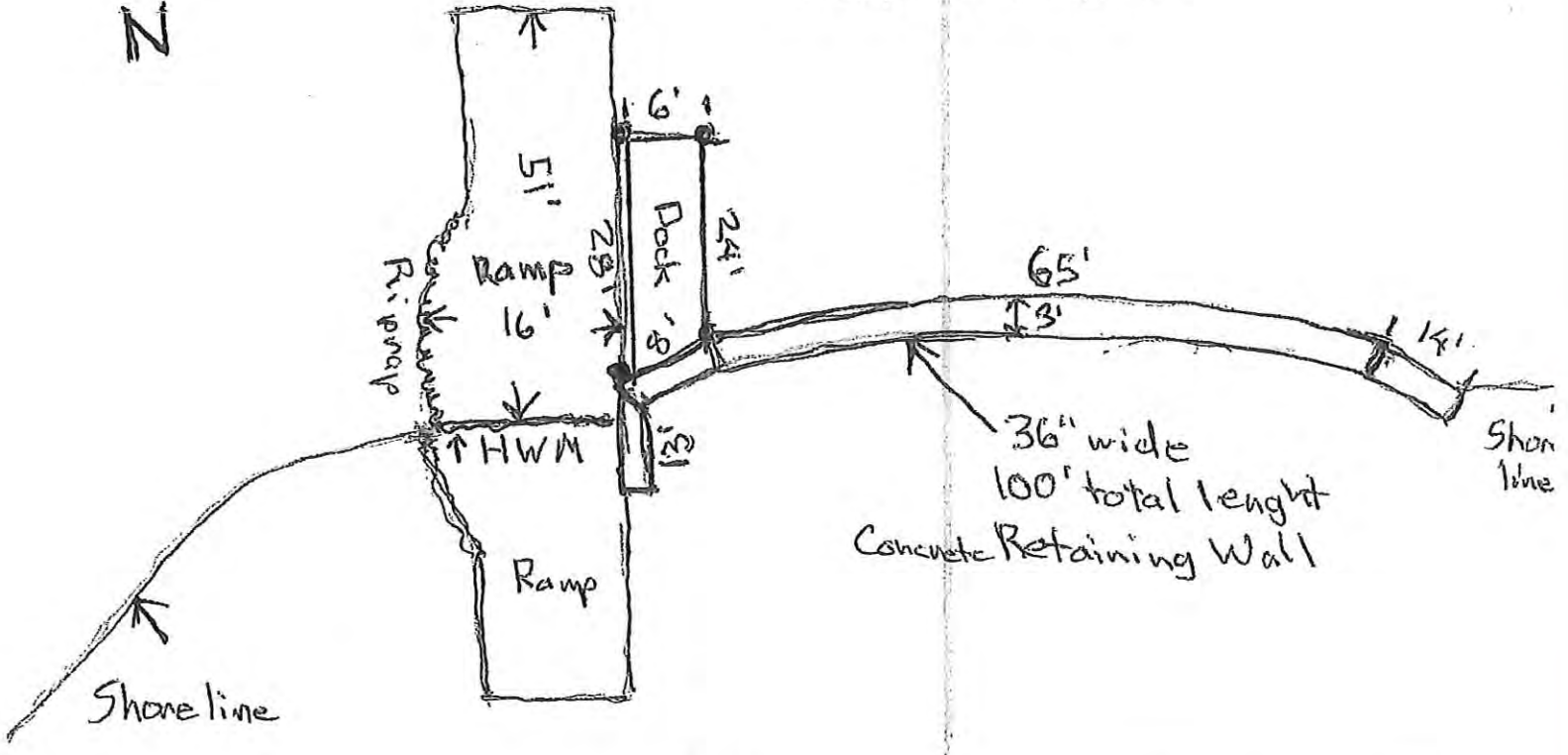
3-31-24- SPOA Joint Application p. 8



By: _____

SPOA Launch Ramp/ Dock

Launch ramp # 816' +/-
Dock # 156' +/-



RECEIVED
OCT 10 2024

By: _____

SPOA Island
 Common Area

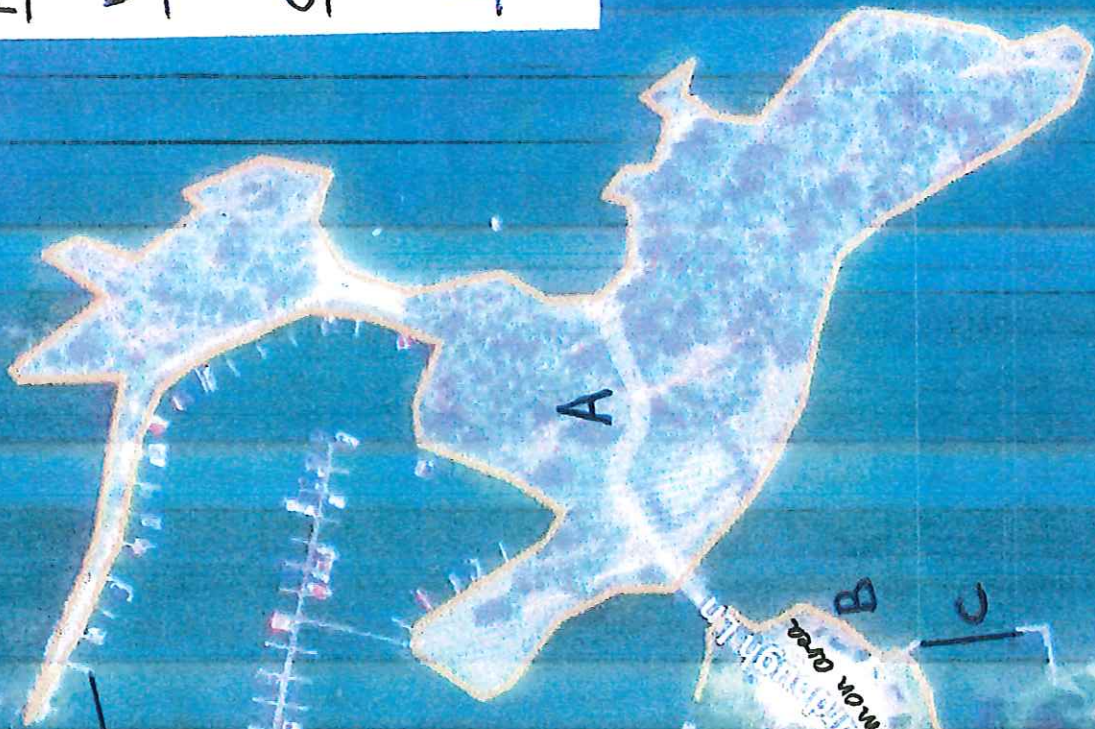
A Island Perimeter
 4,365 ft. +/-

B Common Area
 Perimeter
 433 ft. +/-

C Common area
 dock to E. Shoshone
 dock
 95 ft. +/-

D Lagoon docks to
 W Shoshone dock
 212 ft. +/-

OCT 20 2024



Project Area

Sourdough Lagoon

1 20 19 17

23

213'

293

100 feet

RECEIVED
OCT 10 2024

IDL-23, Page 22

By: _____

General Affidavit

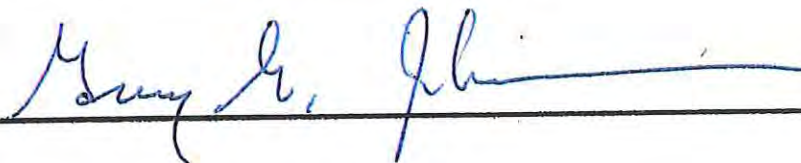
State of Idaho

County of Bonner

Personally came and before me, the undersigned Notary, the within named Gary Johnson, who is a resident of Bonner County, State of Idaho, and makes his statement and General Affidavit, upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his knowledge:

The Boat Launch and the Boat Launch Dock Platform, located within Sourdough Point Subdivision existed prior to 1975.

Dated this the 5th day of AUGUST, 2024

Signature of Affiant 

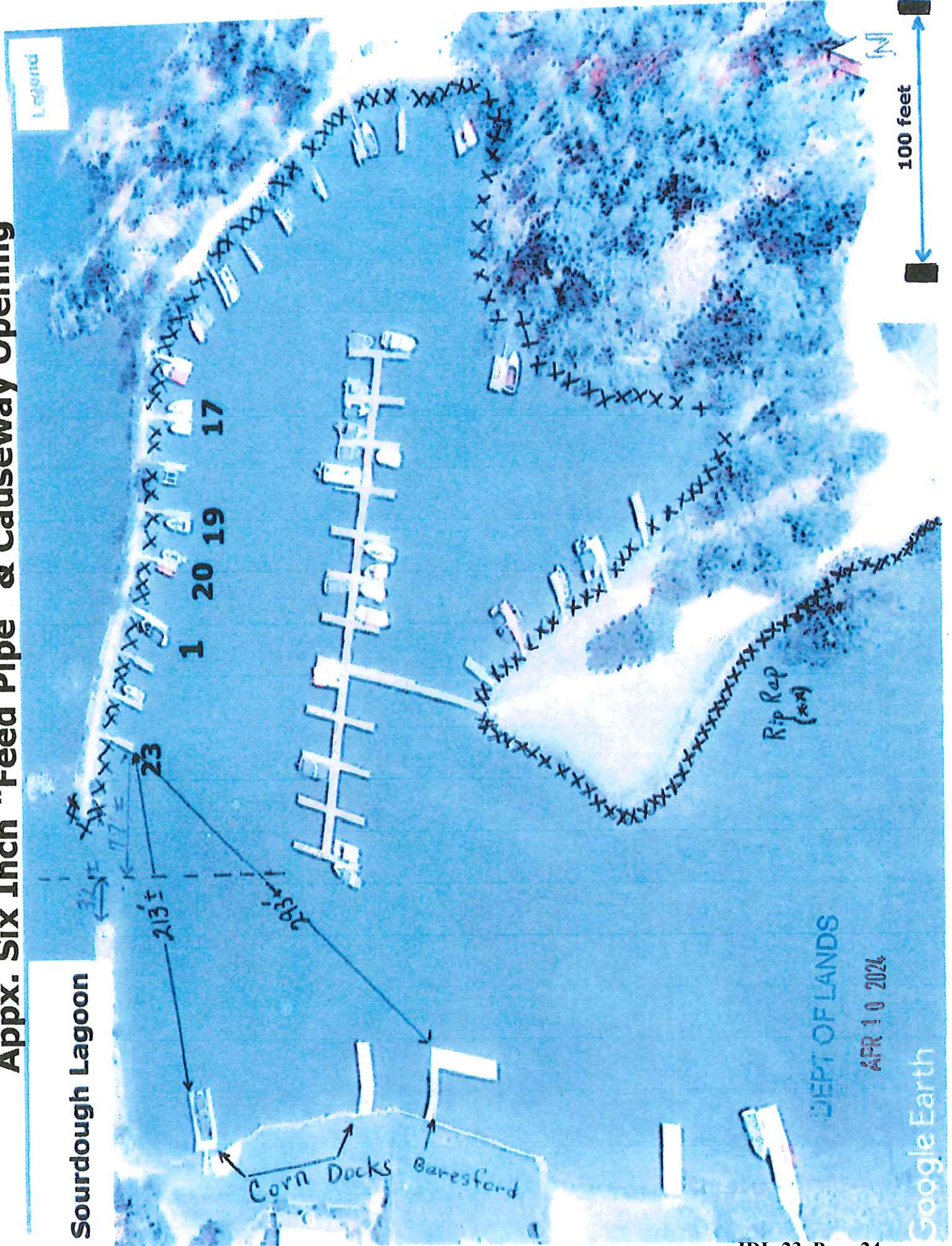
Sworn to subscribed before me, this 5th day of August, 2024

NOTARY PUBLIC 

LISA M HENNINGS
COMM NO. 20203849
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES: OCT. 07, 2028

RECEIVED
OCT 10 2024

Appx. Six Inch "Feed Pipe" & Causeway Opening



Sourdough Lagoon

Corn Docks

Beresford

Rip Rap (x)

DEPT OF LANDS

APR 10 2024

Google Earth

100 feet

Legend





IDAHO DEPARTMENT OF LANDS
APR 10 2024
PEND OREILLE LAKE AREA

Zoom to



Parcel

PIN

RP004300000RAOA

Owner1

Sourdough Point Owners Assoc

Owner2

Property Class Description

525-Land resid common area

Tax Code Area

630000

Last Assessed Value

0

Acres

5.000

Legal Description

29-57N-1W SOURDOUGH POINT
RECREATION AREA IN GOV LOTS
2 & 3

Deed1:

Deed2:

Deed3:

Deed4:

Deed5:



DEPT OF LANDS

APR 10 2024

Tax Record

Sourdough Point Owners Association
Rip Rap Project

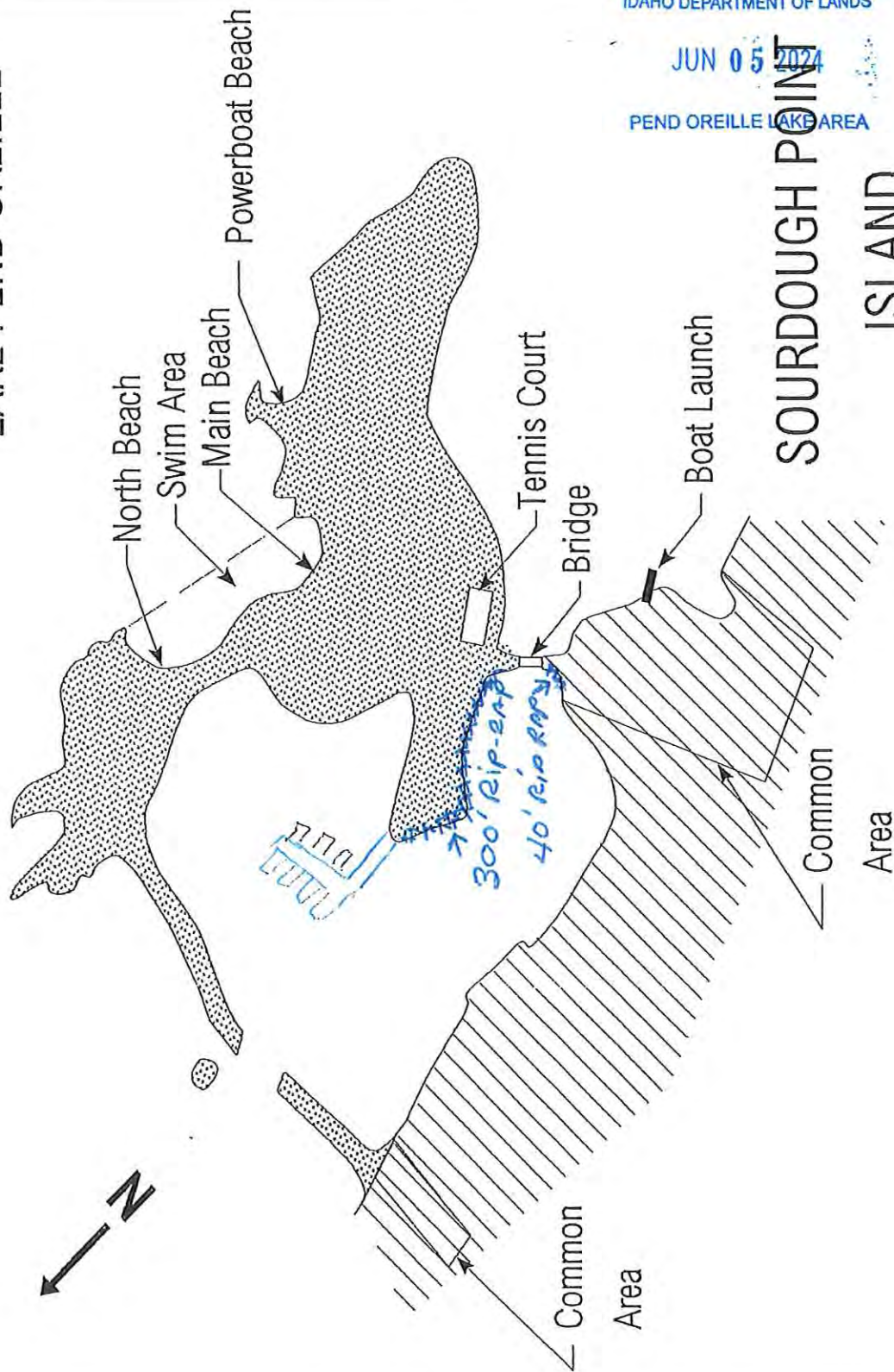
LAKE PEND OREILLE

IDAHO DEPARTMENT OF LANDS

JUN 05 2024

PEND OREILLE LAKE AREA

SOURDOUGH POINT
ISLAND

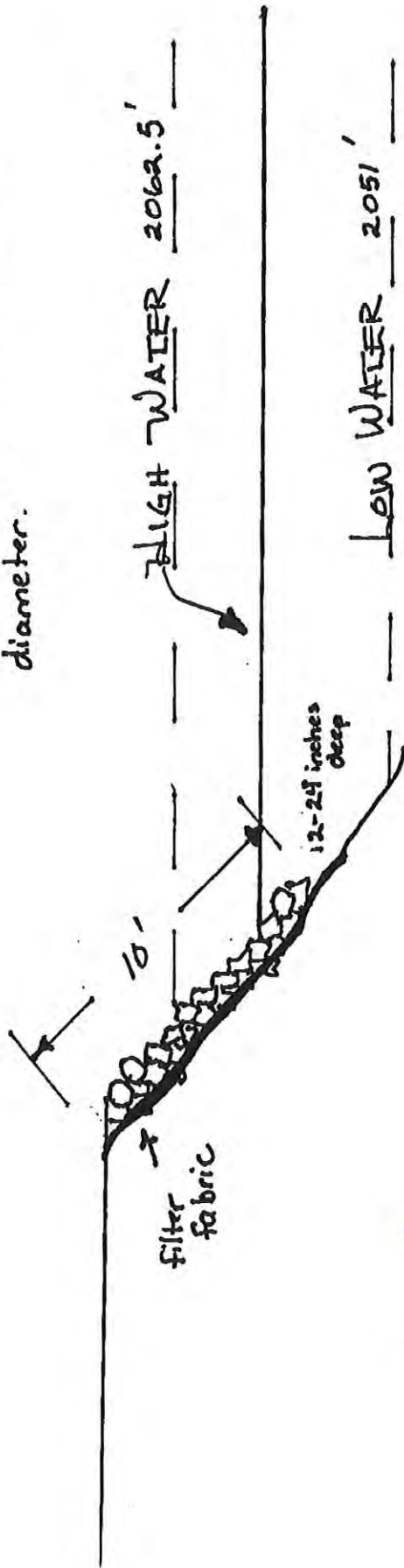


Riprap

SPOA MEMBERS AND GUESTS ONLY!

Sourdough Point

Sound Dense angular Rock
Free of fines. 12" - 18" in
diameter.



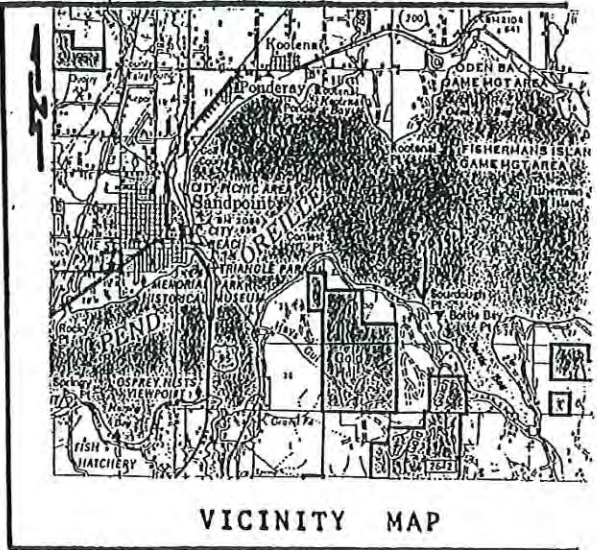
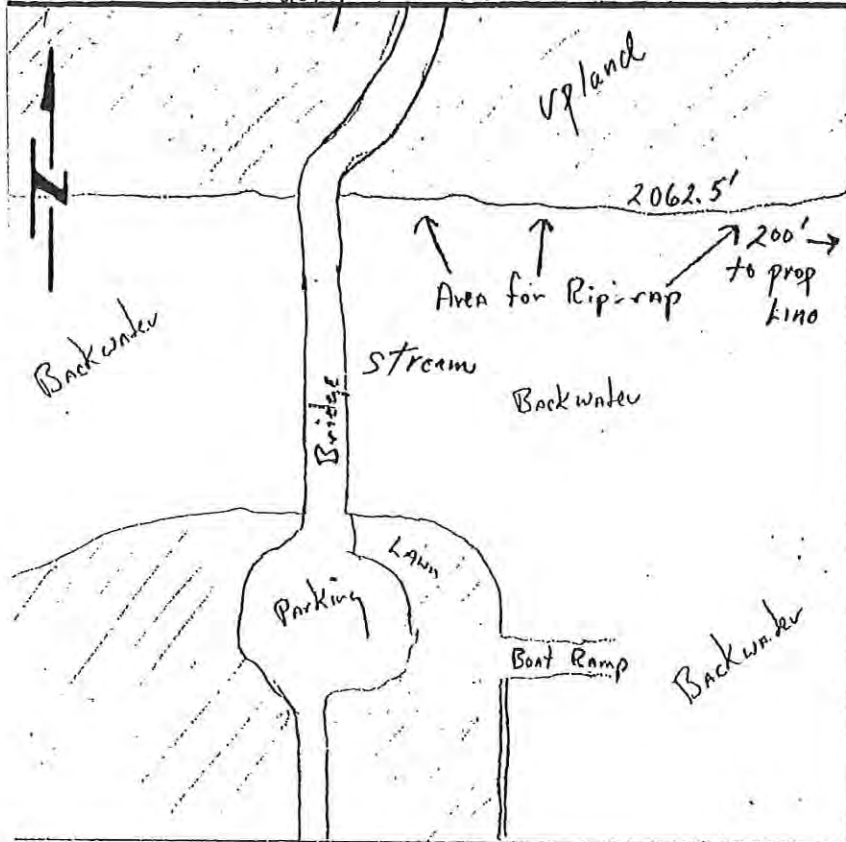
Section 29 T 32N Range 1W
In Lake Pend Oreille
Near Sandpoint

IDAHO DEPARTMENT OF LANDS

JUN 05 2024

PEND OREILLE LAKE AREA

Sourdough Point Shoreline Protection Project: IDEC 88-5



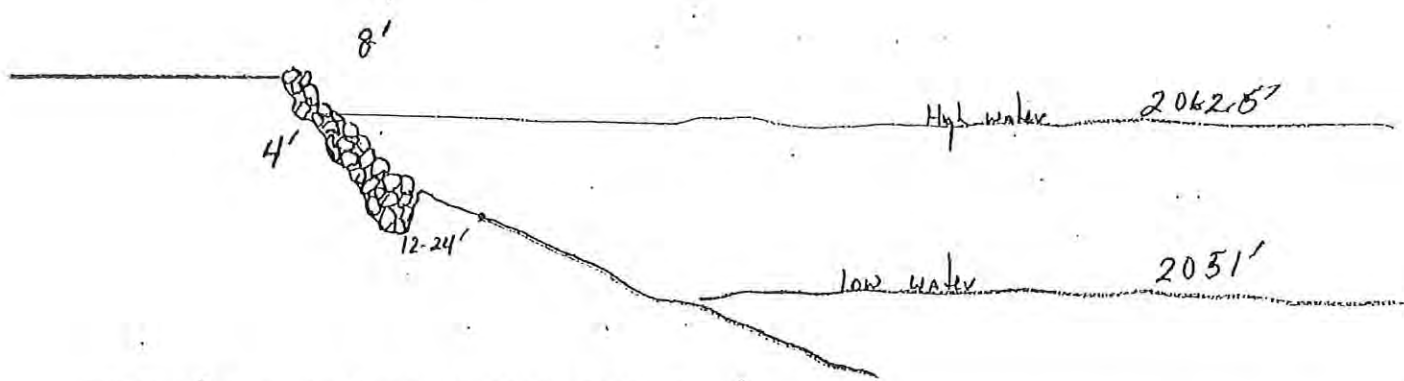
VICINITY MAP

From GPO 593-016-85

IDAHO DEPARTMENT OF LANDS

JUN 05 2024

PEND OREILLE LAKE AREA

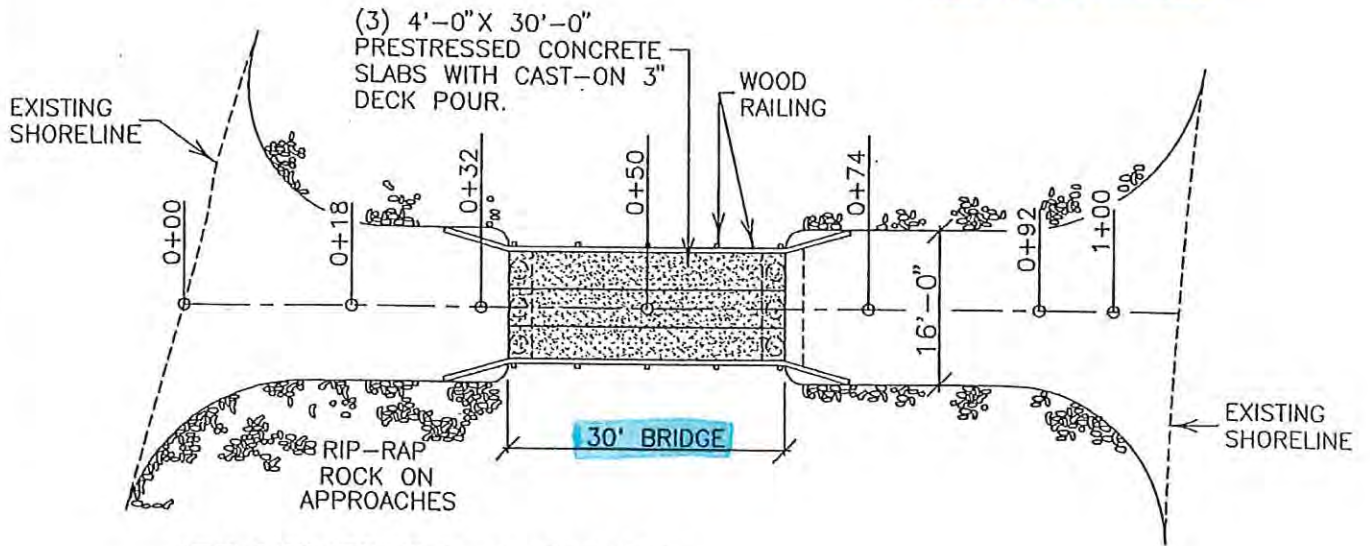


DATUM PLANE: IF NOT NGVD 1929, SPECIFY
 a. HIGH WATER 2062.5
 b. LOW WATER 2051

IN Pend Oreille Lake
 IN/NEAR Sandpoint, ID
 Bonner COUNTY,
 DATE: 5/15/88 SHEET 1 OF 1
 APPLICATION BY: Sourdough Pt. Property Owners Assoc.

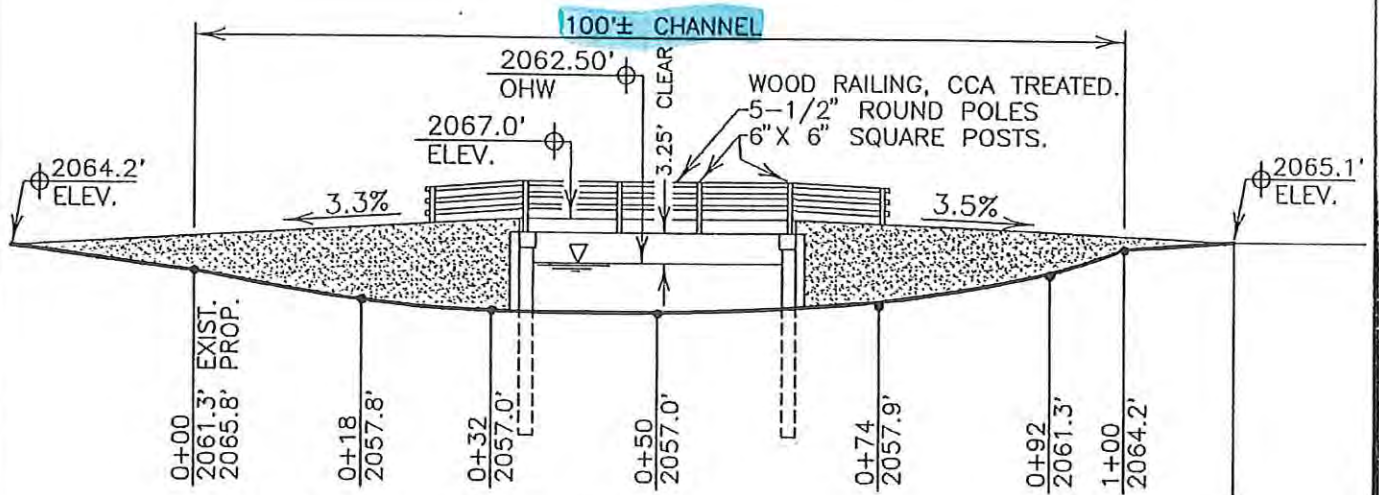
JUN 05 2024

PEND OREILLE LAKE AREA



PLAN VIEW - BRIDGE

SCALE - 1" = 20'



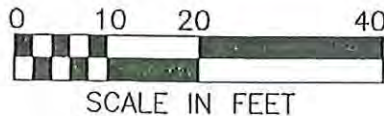
EAST ELEVATION - BRIDGE

SCALE - 1" = 20'

PURPOSE: PROVIDE IMPROVED BOAT ACCESS TO LAGOON and IMPROVED VEHICLE ACCESS TO ISLAND

DATUM: N.G.V.D. 0.0'

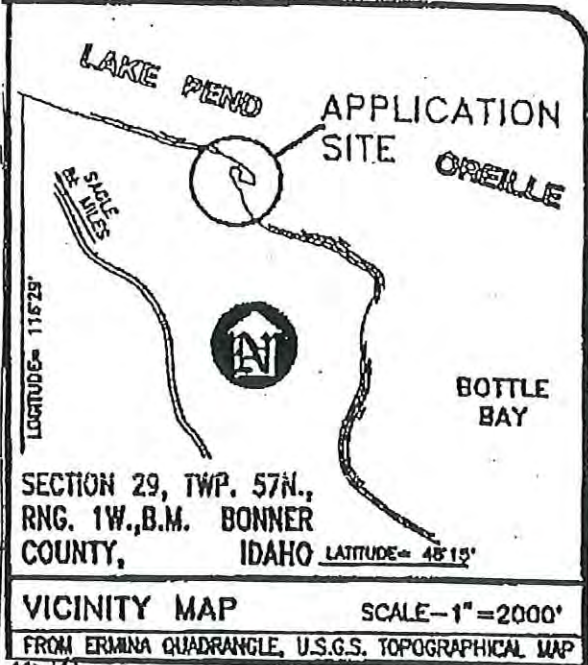
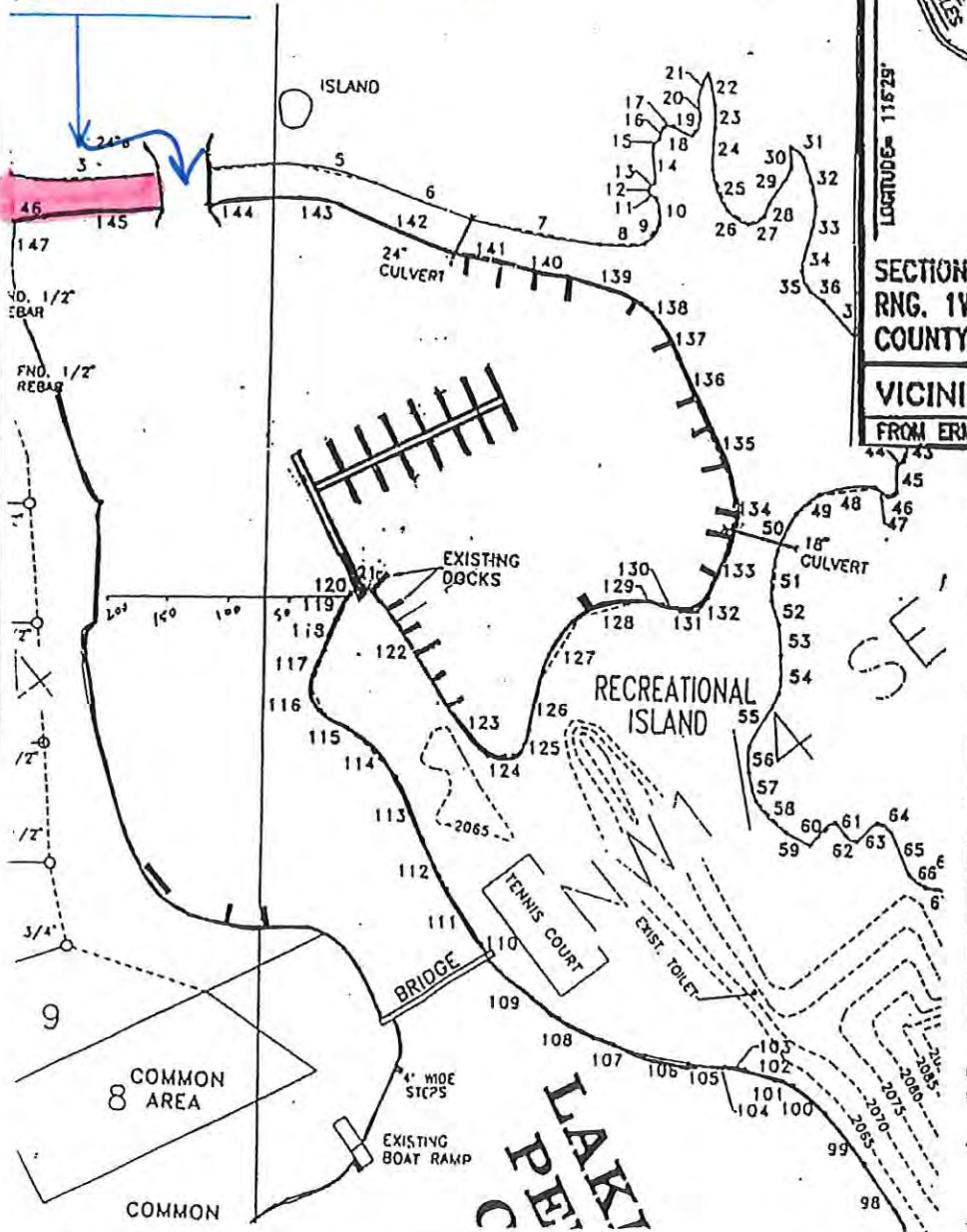
SHEET TITLE:
BRIDGE PLAN and ELEVATION



APPLICATION No. _____

PROPOSED DIKE EXCAVATION and BRIDGE CONSTRUCTION IN: LAKE PEND OREILLE AT: NEAR SANDPOINT, IDAHO COUNTY OF BONNER STATE: IDAHO APPLICATION BY: SOURDOUGH POINT OWNER'S ASSOCIATION SHEET 3 OF 4 DATE: 7-05-95

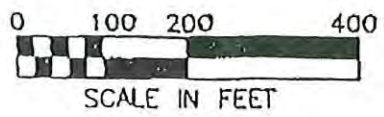
Removal of This Portion of The bar



IDAHO DEPARTMENT OF LANDS
 JUN 05 2024
 PEND OREILLE LAKE AREA

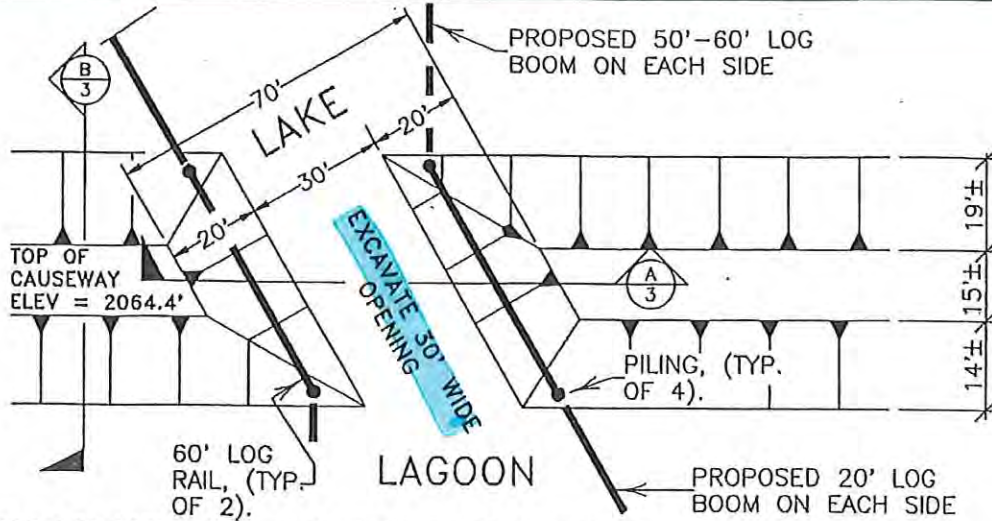
PURPOSE: PROVIDE BOAT MOORAGE
 DATUM: N.G.V.D. 0.0'

SHEET TITLE:
 GENERAL LAYOUT



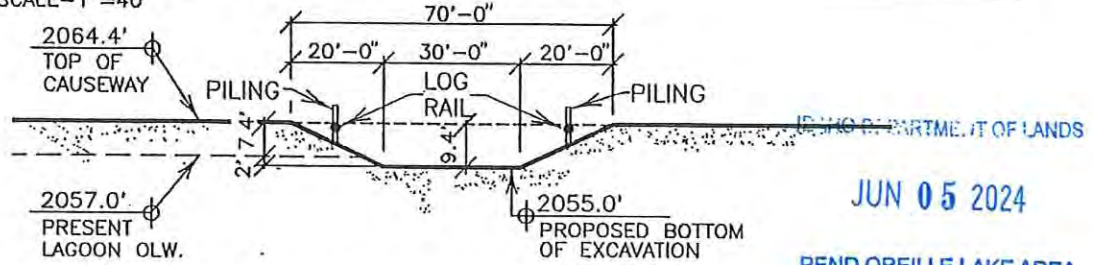
APPLICATION No. _____

PROPOSED DOCK CONSTRUCTION
 IN: LAKE PEND OREILLE
 AT: NEAR BANDPOINT, IDAHO
 COUNTY OF BONNER
 STATE: IDAHO
 APPLICATION BY:
 SOUFDOUGH POINT OWNERS ASSOCIATION
 SHEET ___ OF ___ DATE: _____



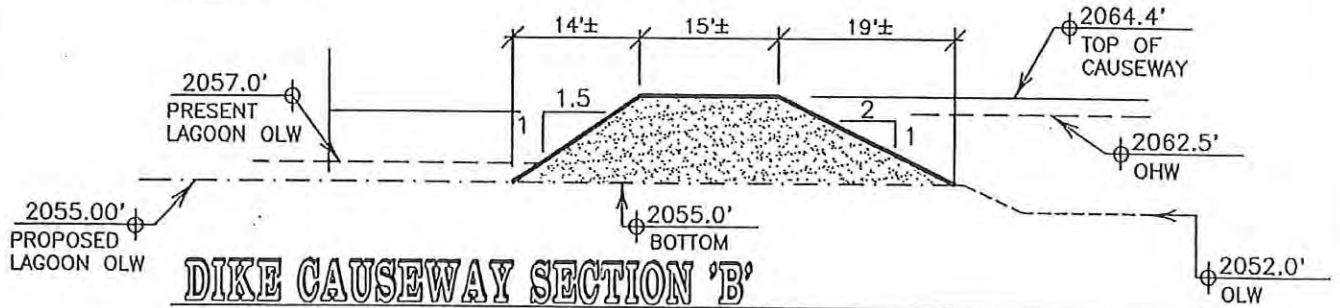
PLAN VIEW OF DIKE EXCAVATION

SCALE-1"=40'



DIKE EXCAVATION SECTION 'A'

SCALE-1"=40'



DIKE CAUSEWAY SECTION 'B'

SCALE-1"=20'

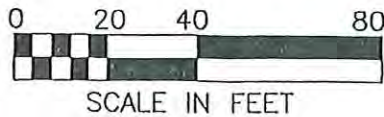
NOTE:

EXISTING RIP-RAP TO BE REMOVED, TEMPORARILY PLACED ASIDE AND REPLACED ON EXCAVATED SLOPES TO PROVIDE FINAL SLOPE STABILITY AND EROSION RESISTANCE.

PURPOSE: PROVIDE IMPROVED BOAT ACCESS TO LAGOON and IMPROVED VEHICLE ACCESS TO ISLAND

DATUM: N.G.V.D. 0.0'

SHEET TITLE:
DOCK ELEVATION VIEW

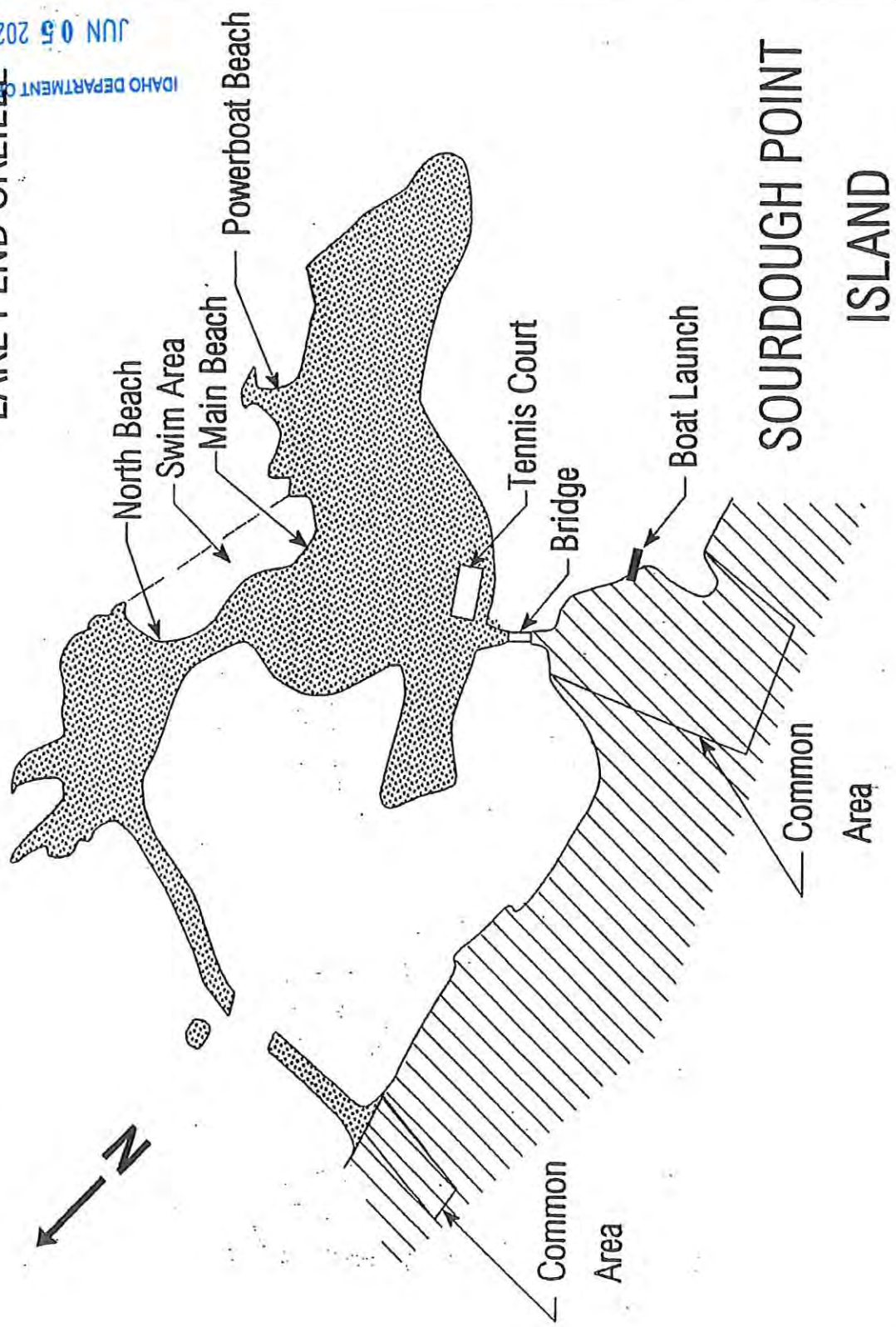


APPLICATION No. _____

PROPOSED DIKE EXCAVATION and BRIDGE CONSTRUCTION IN: LAKE PEND OREILLE AT: NEAR SANDPOINT, IDAHO COUNTY OF BONNER STATE: IDAHO APPLICATION BY: SOURDOUGH POINT OWNER'S ASSOCIATION SHEET 2 OF 4 DATE: 7-05-95

IDAHO DEPARTMENT OF LANDS
JUN 05 2024

LAKE PEND OREILLE



SOURDOUGH POINT ISLAND

SPOA MEMBERS AND GUESTS ONLY!

10-7-24 Dock Revision Final

To: Amidy Fuson, IDL Lands Resource Specialist, Sr.
From: Jim Carlson, Sourdough Point Owners Assn. Dock Committee
Subject: IDL Permit L96S0206H
Date: October 7, 2024



Additional information that you requested for approval of the SPOA dock permit is included in this memorandum.

1. The internal shoreline from the walking bridge to the cut in the causeway is 1415 ft, (see yellow line on internal map). This distance multiplied by 7 is 9908 ft. The total feet of shoreline around the SPOA island including the internal shoreline and SPOA Common area is 4365 ft. which multiplied by 7 is 30,555 ft. Page 1 of the Encroachment permit needs to be replaced with an edited page to include these numbers.
2. A table of the area and dimensions of all docks in the lagoon including the shoreline docks, the floating docks and the loading dock on the south side of the SPOA common area is included with a total of 6849 square feet. See the SPOA lagoon Dock Diagram for location of shoreline and floating docks.
3. A boat loading ramp, loading dock and south shore protection were installed on the SPOA Common Area were installed soon after Restrictive Covenants were established in 1968. A member of an original member's family has stated that these items were in place by 1970 and Articles of Incorporation were established in 1976. Another member here about 1970 has signed an Affidavit that these items were in place before 1975 (see enclosed Affidavit). Drawings of the boat loading ramp, shoreline loading dock and shoreline protection are included. The ramp is 16 ft wide and 51 ft from the High Water Mark. The loading dock is 6 ft wide by 24 ft long and the shoreline protection is 3 ft wide by about 100 ft long. The distance from the shoreline loading dock on the SPOA Common Area to the nearest member dock is 95 ft.
4. The two floating swim docks and the floating rope in the SPOA cove have been removed and are not a part of this permit application.
5. The existing permit application needs correction for question 16 of the application form. A revised description of activity for changes is included for changes to question 16. Also, a map titled -(Approx Six Inch Feed Pipe ---) should be removed and replaced with the replacement map (Project Area).

Enclosed are 9 pages of updated information for this permit revision.

Jim Carlson
dianajimc@gmail.com
© 208-290-4072



By: _____
IDL-23, Page 39



COMMERCIAL/COMMUNITY/NON-NAVIGATIONAL ENCROACHMENT PERMIT APPLICATION

This information sheet and checklist must be completed when submitting an encroachment permit application. Incomplete applications will be returned without processing.

ENCROACHMENT TYPE:
(Check all that apply)

- Community dock
- Commercial marina
- Bank stabilization
- Other - describe: _____
- Float home
- Boat garage
- Mooring buoy(s)

Applicant's Littoral Rights Are:

- Signature of littoral rights owner is obtained if applicant is not the owner of the riparian/littoral rights

- Owned, fee simple title holder
- Leased
- Other - describe: _____

Provide a Black/White Copy of Each Required Document on 8 1/2" x 14" or Smaller Paper:

- County plat map showing both neighboring littoral lots.
 - Tax record identifying the owner of the upland parcel(s)
 - Lakeshed profile with encroachment and water levels of winter and summer
 - General vicinity map that allows Department to find the encroachment
 - Scaled air photo or map showing lengths of nearby encroachments, distances to adjacent encroachments, and location and orientation of the proposed encroachment.
- Color copies are clearer.**

Are Existing Docks or Other Encroachment(s) Permitted On This Parcel(s)?

- No
- Yes Please attach a current photograph and a "to scale" drawing (see Document Requirements Above)

Permit # L-96-5-206 Date of Construction: 1982

What will happen to the existing dock or encroachment if this permit application is approved?

- Remain unchanged
- Complete removal
- Modification
- Other: Rebuild 5 docks

(Please note that old dock materials must be removed from the lake. Discarding these materials creates serious boating safety issues and offenders will be subject to prosecution and penalties.)

How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark? 32 feet

The Proposed Dock Length Is:

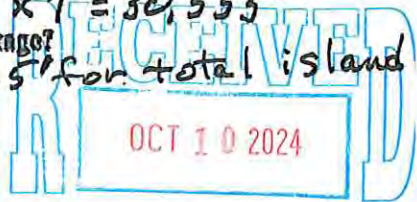
- The same or shorter than the two adjacent docks
- Longer than the two adjacent docks
- Longer than the two adjacent docks, but within the line of navigability established by the majority of existing docks in the area.
- _____ feet and not located near any other docks or other encroachments.

For Community Docks, Does the Proposed Dock Exceed the Maximum Square Footage of 7 sq ft per Littoral Front Foot?

- No
 - Yes
- Total square footage: Island - Spots shoreline
9908 sq ft 4365' x 7 = 30,555'

For Community Docks, Does the Property Have at Least 80 Feet of Littoral Frontage?

- Yes
 - No
- Total front footage: 1415 feet - 4365' for total island



Will the Proposed Encroachment Exceed the Maximum Width of 10 Feet?

- No

- Yes If yes, explain why: _____

Will the Proposed Encroachment Be Located Closer Than 25 Feet to the Riparian/Littoral Right Lines Established With Your Neighbors?

- No

- Yes If yes, what are the proposed distances? _____ feet

- Consent of affected neighbor was obtained

Determining Riparian/Littoral Right Lines

Littoral right lines are not simple extensions of the upland property lines. Littoral right lines are generally perpendicular, or at right angles, to the shoreline. Curved shorelines or unusual circumstances may require Department Staff, or other professionals, to closely examine littoral right lines and assess the potential for infringement on adjacent littoral property owners.

Sherrel Rhys, President of Sourdough Point Owners Association

Printed Name - Sherrel Rhys, President of Sourdough Point Homeowners Association



Signature of Applicant

Date 3/30/2024

DEPT OF LANDS

APR 10 2024

Lots F & G
Lots 14 & 15 Original Platf
Mike and Diane Corn
PO. Box 9396
Yakima, WA 98909
Phone: 509-949-3350
Email: mikecom@inlineseel.com

Lot E
Lot 13 Original Platf
Kenneth Beresford
8602 North Whitehouse Drive
Spokane, WA 99208
Phone: 509-464-0788
Email: beresford7@ginai.com

Lot D
Lot 12 Original Platf
Bill Watt
PO. Box 249
Sagle, ID 83860
Phone: 208-263-8541 Ext 4734
Email: markh@encoder.com

Lot C
Lot 11 Original Platf
John & Karen Cron
23 Reflection Lane
Sagle, ID 83860
Phone: 509-531-9499
Email: cron.johnn@gmail.com

Lot B
Lot 10 Original Platf
Poly Badt
9 Latimer Road
Santa Monica, CA 90402
Phone: 310-454-6333
Email: phabtp@gmail.com

Lot A
Lot 9 Original Platf
Safe Harbour Holdings
3946 Evenstone Road NW
Calgary, AB T3A3Z6
Phone: 403-535-5588
Email: kevin@palmermail.ca

Sourdough Point Owners Association Community Boat Dock Lagoon

County Platf Map for nearest lot owners A to G.

SPOA Tax ID 82-0382340 Parcel Pin RP004300000RA0A

DEPT OF LANDS

APR 19 2024

WORK COMPLETION REPORT

Name _____

Permit # _____

This work to be completed by:

Permit issue date:

Recordation Instrument No.: _____

Date work completed: _____

Is permitted property accessible by vehicle? _____ YES NO

If so, what is the local numbering system
number if any? _____

Signature: _____

Upon completion of work, please return this report to:

**Idaho Department of Lands
Pend Oreille Lake Supervisory Area
2550 Highway 2 West
Sandpoint, ID 83864**