

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

**IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE CLARK FORK-PEND OREILLE RIVER
BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 69576

Claim ID: 97-7220
Date Received: 12-13-2021
Receipt No: N038006
Claim Fee: 51.00 By: SL

RECEIVED

DEC 13 2021

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

IDWR / NORTH
Please type or print clearly

1. Name of claimant(s) Beaver Creek Camp Association Phone (406) 640-0545
Mailing address 8187 N Frontier Rd McNeal Arizona. Zip 85617
Street or Box City State
Email address (optional) _____
2. Date of priority: (Only one per claim) December, 13, 1982 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Springs
which is tributary to (b) Priest Lake
4. a. Location of point of diversion is: Township 62 N, Range 04 W, Section 9,
SE 1/4 of SE 1/4, Govt. Lot 8, BM, County of Bonner County
Parcel no. _____
Additional points of diversion, if any: 62N 04W 09 SESW
If available, GPS Coordinates _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
See License

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Domestic purposes from 1/1 to 12/31 amount .01 or 3.6

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .01 (cfs) and/or (b) 3.6 (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) 26 homes

9. Description of place of use:

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

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
62N	04W	9				L7			L7						L8				

Parcel no(s). _____ Total number of acres irrigated _____

10. In which county(ies) are lands listed above as place of use located? Bonner County

11. Do you own the property listed above as place of use? Yes () No (☒)
If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
97-7220 or None ()

13. Remarks (Include an explanation of the priority date selected):

See License License doesn't describe plce of use entirely

Name of claimant(s) _____ Claim ID _____

14. Basis of claim (Check one) Beneficial Use () Posted Notice () License (☒) Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 97-7220

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Clark Fork-Pend Oreille River Basin Water System Adjudication."

(b.) I/We do () do not () wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

President _____ of Beaver Creek Camp Association
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent M. Barbara Batley Date 12/6/21

Printed Name of Authorized Agent M. Barbara Batley

16. Notice of Appearance:

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) _____

Claim ID _____

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE
WATER RIGHT NO. 97-07220

Priority: December 13, 1982

Maximum Diversion Rate:
Maximum Diversion Volume:¹

0.01 CFS
3.6 AF

This is to certify, that BEAVER CREEK CAMP ASSN.
P.O. BOX 464

NORDMAN, ID 838480000 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated December 13, 1982; and
has submitted Proof of Beneficial Use on December 30, 1987. An examination indicates
that the works have a diversion capacity of .010 cfs of water from:

SPRINGS

tributary to PRIEST LAKE

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
DOMESTIC	01/01 to 12/31	0.01 CFS	3.6 AF

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 9, Township 62N, Range 04W
LOT 8(SESE), Sec. 9, Township 62N, Range 04W
BONNER County

PLACE OF USE: DOMESTIC

TWN RGE SEC

62N 04W 9 LOT 8(NESE)

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Domestic use is for 26 homes.

MICROFILMED

MAR 28 1991

BYLAWS
BEAVER CREEK CAMP ASSOCIATION, INC.
(As amended August 1, 2015)

1. **MEMBERSHIP:** There shall be one membership per lot, except to the extent inconsistent with the vested rights of Guthrie, Hobson, Stephenson (three memberships associated with lots 10 and 11) and Elder, Fukushima (two memberships associated with lot 13). Should two of the three owners of lots 10 and 11 subsequently buyout the other owner, then the number of memberships for those two lots shall revert to one membership per lot, or a total of two memberships. Should one of the two owners of lot 13 subsequently buyout the other owner, then the number of memberships for that lot will revert to one membership. Although existing memberships may be fractionalized as set forth herein, there shall be no new memberships unless new lots are sold or leased by the Association; in which case there will be one new membership for each new lot sold or leased. Membership, or a fraction thereof, may be transferred to any member(s) of the family of a BCCA member provided that the same fractional ownership of the leased or deeded property is transferred at the same time to the same family members. The transfer shall become effective upon the secretary's recording of the transfer in the BCCA membership roll book. A family member shall be defined as child, grandchild, brother, sister, parent, or trustee of any trust created for a family member by a BCCA member.
 - 1-A A person may acquire more than one membership through ownership of more than one lease or deed.
 - 1-B As provided in the BCCA leases and paragraph 1 of the 'conditions, covenants and restrictions' attached to the deeds, all lessees and deed holders will maintain active membership in the Association during the period of their ownership. For those who acquire leases or deeds after August 7, 1982, and who were not previously members of BCCA, nor holders of a fragment of a family lease as qualified under Bylaw 1, membership requires payment of an initiation fee of \$100.00. Membership will terminate upon sale or transfer of such deeds or leases. The initiation fee will then be refunded. Other members who have paid an initiation fee are similarly entitled to such refund, on their request, when they cease to be deed holders or lessees, unless they have transferred such membership or a fragment of it to a member of their family in accordance with Bylaw 1.
 - 1-C When a member transfers all or a portion of a deed or lease to a member(s) or his/her family, as permitted by Bylaw 1, such action implies and necessitates the transfer of the same interest in the membership to the new deed holder(s) or lessee(s). The secretary of the BCCA shall be notified of such transfer, including the identity and address of each transferee, and the fraction of the membership transferred, at the time it is effected. Such assigns, since they become at least partial members, are not required, to pay an initiation fee, but as partial members they are each jointly and severally obligated (along with other owners of the membership associated with their lot) to pay the operational/maintenance

assessments and capital improvement assessments levied on their membership or property as provided herein.

- 1-D Each membership is required to pay one annual operational/maintenance assessment.
2. Officers of the association shall be a president, vice-president, secretary, and treasurer.
3. The Executive Committee shall be composed of the officers of the Association, the immediate past president, the water commissioner as ex officio, and two directors elected by the members of the Association. Term of office is one year or until a successor is elected. All shall serve without compensation.
4. Duties of the officers and the Executive Committee:
 - 4-A The president shall preside at all meetings of the Association, act as Chair of the Executive Committee, call meetings of the Association, and carry out duties assigned to him by resolution of the Association or by the Executive Committee. The president shall appoint a member to fill any vacancy of the Executive Committee, such appointee to serve until the next election.
 - 4-B Duties of the officers shall be those usually pertaining to the office.
 - 4-C The Executive Committee shall act for the Association between its meetings, and adopt regulations regarding the camp.
 - 4-D The president and the secretary together are authorized to execute legal instruments on behalf of the Association.
 - 4-E The executive Committee shall elect a nomination committee each year. Its report shall be mailed to the members with the call for the annual meeting, to be held on the first Saturday of August. The call, which shall include an agenda, will be mailed to each member thirty days before the meeting.
5. Special committees shall be appointed by the president as authorized by the Executive Committee or upon vote of the membership at a regular meeting.
6. Operational/Maintenance assessments and capital improvement assessments for the ensuing year shall be determined, and be due and payable, at the annual meeting. Every membership shall be liable for operational/maintenance assessments. Each lot owner shall be liable for Capital improvement assessments which shall be assessed based on one assessment per lot. These assessments will be considered delinquent if not paid within 60 days after written notice having been sent by the Association and if not paid by such date, a penalty of \$10.00 per month will commence and shall continue monthly until all delinquent sums have been paid. If payment is not made by July 1 of the following year,

the Association or its Executive Committee, acting for the Association, may take legal action to recover the delinquent amounts and the delinquent member shall be required to pay all costs and attorney fees associated with collection of the delinquent amount.

7. Meetings: There shall be an annual meeting to be held on the first Saturday in August at Beaver Creek Camp for the purpose of electing officers, the presentation of financial reports, and an evaluation of the project. Other meetings shall be called by the president at his discretion or at the request of five members of the Association.
8. Voting: Each membership shall have one vote on all matters, except that on the determination of capital improvement assessments there shall be one vote and one assessment per lot. A capital improvement shall be one having a useful life of 10 years or more, and the Executive Committee shall make that determination. All other assessments shall be operational/maintenance assessments.
9. A quorum shall consist of a 50% representation of the membership including representation by proxy which is in accordance with provision of Idaho Code 30-136. A simple majority of this number is required for corporate action. When balloting on corporate questions by mail, a majority of the membership is required; and in amending by bylaws or increasing membership, a two-thirds vote of membership is required.
10. Beaver Creek Camp Association shall not sell or lease any real property which it now owns and is not leased at the time these bylaws are adopted.
11. Beaver Creek Camp Association may sell leases for property, which is available for leases or sale, to members of the WSU staff who are not members of the BCCA or to members of BCCA. Sale of leases shall be either by auction or by sealed bid as determined by the Executive Committee, provided, however, this paragraph shall not apply to any property not available for sale or lease as herein before provided in paragraph 10. Written notice of such sale must be made to members of BCCA at least 30 days prior to the sale. Such notice shall be by mail to the last known address of the member.
12. Association members shall not allow or permit the occupancy on their property or of any Association property of camper trailers, pickup campers, motorized campers, etc., except for the occasional guest.
13. The Robert's Rules of Order, Newly Revised, 10th Edition shall govern the corporate meetings of the Association.
14. These Bylaws and the Constitution may be amended, modified, added to or deleted, or the membership of the Association increased by two-thirds vote membership, as herein before provided in paragraph 9, provided 30 days written notice has been given to all members by mail, postage paid, to their last known address. Mail ballots or proxies may be employed if authorized by the Executive Committee.

15. In these Bylaws, the terms "the Association," "BCCA," "Beaver Creek Camp Association," "corporation," and "BCCC" all refer to Beaver Creek Camp Association, Inc.
16. All prior Bylaws are hereby repealed.
17. An accessory guesthouse may be established for accessory use on a lot provided that it be clearly subordinate and incidental to the single-family dwelling use of the main building on the lot. A Bonner County building location permit must be obtained and its 'guesthouse' rules or its 'accessory dwelling unit' rules must be followed. (PLEASE NOTE: The 'guesthouse rules' prohibit a kitchen of any kind.) The guesthouse shall comply with all Bonner County regulations and permits AND meet the following restrictions:
 - 17-A
 1. shall be no more than 600 sq. ft. of interior living space;
 2. may include living and sleeping spaces, including one bathroom;
 3. may include laundry facilities, but only if no other such facilities exist on the property.
 4. may include a kitchenette, (provided the owner files for a permit using the 'accessory dwelling unit' rules) but shall not include a full sized kitchen. Kitchenettes may include a sink and hotel sized refrigerator but not a full sized refrigerator. They may include a hot-plate and/or a microwave but not a full stove or an oven.
 5. shall not be used for residential occupancy independent from the principal residence, not be rented separately from the main building.
 6. shall be the only guesthouse on the owner's lot.
 - 17-B The Executive Committee shall develop and publish a set of procedures that each lot owner must follow when building a guesthouse.
 - 17-C Any previous rules or bylaws adopted by the membership of the Association or by the Association executive committee relating to guest houses are hereby revoked and superseded by these rules.
 - 17-D To the extent that these rules are more restrictive than those of Bonner County, these rules shall govern.
18. Any dispute regarding compliance with these bylaws shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association. The BCCA executive committee has the authority to initiate such action if it deems the owner to be out of compliance with the rules set forth in these bylaws. The prevailing party shall be entitled to an award of attorney fees.

[This document, dated April 1990, was included with the paperwork associated with the transfer of a lease to a deed by a BCCA member in July of 2010. It may be the most current version of this document. It is re-typed here as a Word file for easy electronic access.]

CONDITIONS, COVENANTS & RESTRICTIONS

1. Grantees agree that they will maintain active membership in BEAVER CREEK CAMP ASSOCIATION and shall abide by the Bylaws and other rules and regulations set by said Association, including payment of dues and other operational assessments.

For those who acquire Deeds after August 7, 1982, and who were not previously members of BEAVER CREEK CAMP ASSOCIATION, nor holders of a fragment of a family Lease/Deed as qualified under Bylaw 1, membership requires payment of a fee of \$100.00, and membership will terminate upon sale or transfer of such deeds. When a member transfers a Deed to a member of his/her family, as permitted by Bylaw 1-A, B, C, such action implies and necessitates the transfer of at least a fraction of the original membership to the new Deed holder.

2. Grantees agree to be liable for all capital improvement assessments to the same extent as the Lessees or owners of other lots within the BEAVER CREEK CAMP ASSOCIATION.

3. The property shall be used for single-family residence and dwelling purposes only. No structure shall be erected on any portion of the tract other than a single-family dwelling, private garage, and such other outbuildings as may be incidental to residential use of the land. Grantees shall not carry on actions or activities nor permit any conduct or activities on the property which shall be contrary to any lawful statute or regulation.

4. BEAVER CREEK CAMP ASSOCIATION, INC. shall not be liable to Grantees for any injury, loss or damage to any person or property located in or upon the property, and Grantees hereby covenant and agree to assume all liability for or on account of any such injury, loss or damage and to save BEAVER CREEK CAMP ASSOCIATION, INC. harmless therefrom.

5. Grantees agree that they will not lease the premises for a term in excess of six (6) months to any person or persons other than members of the BEAVER CREEK CAMP ASSOCIATION.

6. Grantees shall be entitled to sell or transfer the property only upon the following conditions:

Grantees shall first notify the Secretary of BEAVER CREEK CAMP ASSOCIATION, INC. by registered mail of their intent to sell the property and shall state in the notice the price and terms of the proposed sale. BEAVER CREEK CAMP ASSOCIATION, INC. or any of its members shall have 60 days

from and after the date of the mailing of such notice in which to purchase the property in accordance with the terms and conditions of such notice. If BEAVER CREEK CAMP ASSOCIATION, INC. or any member of said Association shall fail to accept the terms and conditions of such notice within the 60-day period, Grantees or their heirs or assigns shall be free to sell the property at the price and terms stated in the notice or at any greater price than that stated in the notice. The Grantees shall not sell the property to any person other than a member of BEAVER CREEK CAMP ASSOCIATION, INC. at any price less than that stated in the notice nor on any terms of payment more favorable than that stated in the notice without first giving a new 60-day notice in the manner provided for above and allowing BEAVER CREEK CAMP ASSOCIATION, INC. and its members the opportunity to purchase the property on the new price and terms. [The restriction imposed by this paragraph does not apply to any sale or transfer to an ASSOCIATION member, family member, or heir. (Family member as defined in the Bylaws.)]

4/90

EXHIBIT "A"