

RECEIVED

JUL 11 2014

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
37-22169	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Kent Forgeon and Cynthia Forgeon, and the 1995 Ralph K. Forgeon and B. Patricia Forgeon Revocable Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): High Meadows Subdivision Homeowner's Association, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------|----------------|-----------|--------------|
| <u>P.O. Box 2172</u> | <u>Ketchum</u> | <u>ID</u> | <u>83340</u> |
| Mailing address | City | State | ZIP |
| <u>(208) 726-2530</u> | | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: July 11, 2006
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature] Incorporator and President 7/10/14
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 7-11-2014 Receipt No. 5034148 Receipt Amt. \$25-
 Approved by _____ Processed by _____ Date _____

RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:

**Robert I. Fallowfield
Luboviski, Wygle & Fallowfield, P.A.
P.O. Box 1172
Ketchum, ID 83340-1172**

(Space above this line for Recorder's use only)

CORRECTED QUITCLAIM DEED

THIS QUITCLAIM DEED IS BEING RECORDED TO CORRECT THE DESCRIPTION OF THE WATER RIGHTS IN THAT CERTAIN QUITCLAIM DEED RECORDED WITH THE BLAINE COUNTY RECORDER ON JULY 11, 2006, AS INSTRUMENT NO. 537284.

FOR VALUE RECEIVED, KENT FORGEON and CYNTHIA FORGEON, husband and wife, as to an undivided 1/6 interest and THE 1995 RALPH K. FORGEON AND B. PATRICIA FORGEON REVOCABLE TRUST, RALPH K. FORGEON AND B. PATRICIA FORGEON, TRUSTEES, as to an undivided 5/6 interest, do hereby convey, release, remise and forever quitclaim unto HIGH MEADOWS SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., of P.O. Box 2172, Ketchum, Idaho, 83340, the following described water rights situated in the County of Blaine, State of Idaho, to-wit:

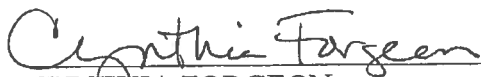
Idaho Department of Water Resources Irrigation
License No. 37-22169

together with its appurtenances.

DATED this 8th day of July, 2014.



KENT FORGEON



CYNTHIA FORGEON

THE 1995 RALPH K. FORGEON AND B. PATRICIA FORGEON
REVOCABLE TRUST, RALPH K. FORGEON AND B. PATRICIA
FORGEON, TRUSTEES

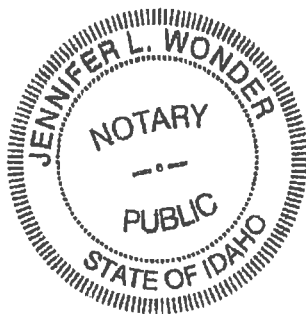
By *Ralph K. Forgeon*
RALPH K. FORGEON, TRUSTEE

By *B. Patricia Forgeon*
B. PATRICIA FORGEON, TRUSTEE

STATE OF IDAHO)
) ss.
County of Blaine)

On this 8th day of July, 2014, before me a Notary Public in and for said State,
personally appeared KENT FORGEON, the Declarant herein, known to me to be the person who
executed the within and foregoing document and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year in this certificate first above written.

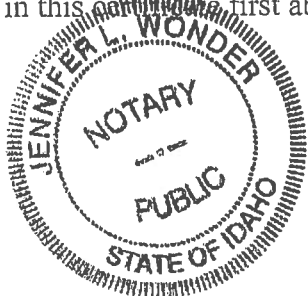


Jennifer L. Wonder
Notary Public for Idaho
Residing at KETCHUM, ID
My commission expires 8/19/17

STATE OF IDAHO)
) ss.
County of Blaine)

On this 8th day of July, 2014, before me a Notary Public in and for said State, personally appeared CYNTHIA FORGEON, the Declarant herein, known to me to be the person who executed the within and foregoing document and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

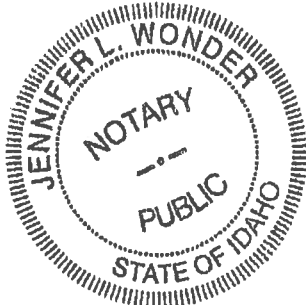


Jennifer L. Wonder
Notary Public for Idaho
Residing at KETCHUM, ID
My commission expires 8/19/17

STATE OF IDAHO)
) ss.
County of Blaine)

On this 8th day of July, 2014, before me, a Notary Public in and for said State, personally appeared RALPH K. FORGEON, known or identified to me to be the person whose name is subscribed to the within instrument as one of the Trustees of The 1995 Ralph K. Forgeon and B. Patricia Forgeon Revocable Trust and acknowledged to me that he executed the same as such Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

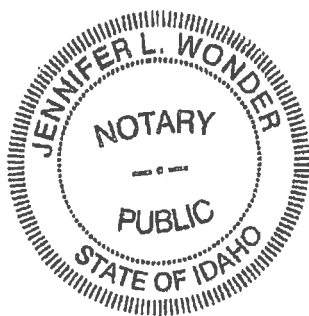


Jennifer L. Wonder
Notary Public for IDAHO
Residing at: KETCHUM, ID
My commission expires: 8/19/17

STATE OF IDAHO)
) ss.
County of Blaine)

On this 8th day of July, 2014, before me, a Notary Public in and for said State, personally appeared B. PATRICIA FORGEON, known or identified to me to be the person whose name is subscribed to the within instrument as one of the Trustees of The 1995 Ralph K. Forgeon and B. Patricia Forgeon Revocable Trust and acknowledged to me that she executed the same as such Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Jennifer Wonder
Notary Public for IDAHO
Residing at: KETCHUM, ID
My commission expires: 8/19/17

ARTICLES OF INCORPORATION
OF
HIGH MEADOWS SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

The undersigned, acting as the incorporator of a nonprofit corporation ("Corporation") organized under and pursuant to the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), adopts the following Articles of Incorporation ("Articles").

Article I Name.

The name of the Corporation is HIGH MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Article II Nonprofit Status.

The Corporation is a nonprofit corporation.

Article III Period of Duration.

The period of duration of the Corporation is perpetual.

Article IV Registered Office and Agent.

The location of the Corporation is in the City of Ketchum, County of Blaine, and in the State of Idaho. The mailing address is P.O. Box 2172, Ketchum, Idaho, 83340, and the name of the initial registered agent at this address is Kent Forgeon.

Article V Purposes.

The purposes for which the Corporation is organized and will be operated are as follows:

A. The exercise of all the powers and privileges and the performance of all the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions for High Meadow Subdivision Homeowner's Association, Inc., recorded in the official records of Blaine County, Idaho (the "Declaration"), as amended from time to time.

B. The transaction of any or all lawful business for which corporations may be incorporated under the Idaho Nonprofit Corporation Act, subject only to limitations in the Bylaws and the Declaration and the amendments and supplements thereto.

C. Charitable, religious, educational, or scientific within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, including, for such purposes, the making of distributions to organizations that qualify as exempt under such Section 501(c)(3).

D. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property, whether real or personal, or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

Article VI Limitations.

No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

Article VII Members.

Each person or entity holding fee simple interest of record to a Building Lot (as defined in the Declaration) which is a part of High Meadows Subdivision Homeowner's Association, Inc., and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Building Lot located in High Meadows Subdivision Homeowner's Association, Inc.. There shall be one (1) membership in the Corporation for each Building Lot located in High Meadows Subdivision Homeowner's Association, Inc. Members of the Corporation must be and remain owners of Building Lots within High Meadows Subdivision Homeowner's Association, Inc.

Article VIII Board of Directors.

The affairs of the Corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be fixed in accordance with the Corporation's Bylaws. Other than the Directors constituting the initial Board of Directors, who are designated in these Articles, the Directors shall be elected in the manner and for the term provided in the Bylaws of the Corporation.

The names and street addresses of the persons constituting the initial Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Kent Forgeon	P.O. Box 2172, Ketchum, Idaho, 83340
Cynthia Forgeon	P.O. Box 2172, Ketchum, Idaho, 83340

Article IX Assessments.

Each Member shall be liable for the payment of Assessments provided for in the Declaration and as otherwise set forth in the Bylaws of the Corporation.

Article X Distribution on Dissolution.

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation to such organization or organizations as shall at that time qualify as exempt organizations under Section 501(c)(12) of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for the purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

Article XI Incorporator.

The name, mailing address of the incorporator is Kent Forgeon, P.O. Box 2172, Ketchum, Idaho, 83340.

Article XII Bylaws.

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws. The Board of Directors of the Corporation shall be authorized to amend the Corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors. Neither these Articles nor the Bylaws of the corporation shall be amended or otherwise changed or interpreted to be inconsistent with High Meadows Subdivision Homeowner's Association, Inc. Declaration.

The undersigned, acting as incorporator of a nonprofit corporation under the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), adopts the following Articles of Incorporation:

DATED this ____ day of July, 2014.



Kent Forgeon, Incorporator