



DEVELOPMENT PROCEEDURES

Homeowner

- Review Residential Waterfront Construction rules and regulations
- Prepare a design drawing and submit for preliminary review if you have questions regarding the layout, design, regulations, etc.
- Meet with your neighbors on either side and show them your proposed plans. If they are ok with the plan have them sign the Building Permit form. If they have concerns or comments you can meet with us or have the neighbors submit their comments in writing for the development committee to review.
- Submit plans for review / approval by Jeff Ward and / or Development Committee. Review process may take up to a week. Include your payment (see fee schedule on Revocable License and Permit).
- Upon approval LOC with stamp the approved drawings and issue a permit number
- Submit plan to City of Lake Oswego (if necessary)
- Progress inspection by the LOC and the City of Lake Oswego
- Upon completion of the project, call the LOC at 503 636-1422 to schedule a final review inspection by the Lake Oswego Corporation. (Must be completed within 5 days of project or permit may be revoked)

Contractor

Your contractor must submit the following items ***prior to beginning project***:

- Liability insurance limits provided must be at least \$1,000,000 per occurrence and aggregate: Lake Oswego Corporation must be added as additional insured, and the Certificate of Insurance must show this coverage
- Current proof of Worker's Compensation Insurance (if applicable)
- Current copy of Contractor's License
- Waiver, Release and Indemnity

**LAKE OSWEGO CORPORATION
REVOCABLE LICENSE AND PERMIT**

Date Paid: _____ Permit #: _____
Entered in Permit Binder: _____ Lot # _____

LAKE OSWEGO CORPORATION ("LOC"), hereby gives and grants to: _____ (the "Shareholder"), a revocable Permit and permit (this "Permit") to construct and use _____ (the "Improvements") on property of LOC lying on the lake side of and adjoining property owned by Shareholder at the following _____ in Lake Oswego, Oregon (the "Shareholder's Property").

By acceptance of this Permit and enjoyment of its privileges, Shareholder covenants and agrees:

- 1) That Shareholder shall pay all assessments heretofore or hereafter assessed and levied by LOC against Shareholder or Shareholder's Property.
- 2) To begin construction of the Improvements within six months, and to complete constructions of the Improvements within one year, from the date hereof.
- 3) To construct and maintain the Improvements strictly in accordance with the terms of this Permit and the final approved plans for the Improvements. If Shareholder fails to comply with this Permit, Shareholder shall, at Shareholder's own expense, repair, modify or remove the Improvements upon written demand of LOC mailed to Shareholder at the address shown above. The decision to demand repair, modification or removal of the Improvements shall be in LOC's sole discretion.
- 4) That this Permit is granted subject to such rules and regulations as LOC has adopted or imposed, or hereafter may amend, adopt or impose, for such Improvements, and is subject to any building restrictions, setback lines, or approval requirements imposed by a governmental authority, such as the City of Lake Oswego (the "City"), or private agreement, now or hereafter imposed on Shareholder or Shareholder's Property.
- 5) That the failure on the part of Shareholder to pay the annual assessment owed to LOC for any year, or to comply with any of the rules and regulations of LOC, shall render this Permit subject to revocation at LOC's sole discretion.
- 6) That prior to sale of Shareholder's property Shareholder will (i) pay all assessments due LOC as of the date of sale, (ii) notify LOC in writing of the pending sale, and (iii) obtain from LOC and the purchaser of the Shareholder's Property a fully executed Acknowledgement and Agreement to be Bound (the form of which can be obtained from LOC), by which the purchaser of the Shareholder's Property agrees to be bound by the terms of this Permit.
- 7) That Improvements constructed over or in proximity to existing or future easements or rights of way for sewer lines for the benefit of the City, its successors and assigns, shall comply with applicable City requirements for improvements in such areas, which may include, without limitation:
 - (i) Shareholder obtaining revocable easement encroachment permits from the City;
 - (ii) City approval of construction, improvement or replacement plans, including without limitation, prohibitions on foundations or supports within certain distances of the sewer lines, removable access ways or components, and other prohibitions or limitations or features;
 - (iii) the obligation of the Shareholder at Shareholder's expense to immediately remove or alter Shareholder's Improvements upon notice from the City or LOC, and without liability of City or LOC to repair, restore or replace such Improvements or for costs or damages of any kind.
- 8) That LOC may cancel or modify this Permit at any time and from time to time. Upon notice, Shareholder shall immediately remove or alter the Improvements as directed by LOC at Shareholder's sole cost and expense, and LOC shall have no obligation to replace, repair or restore any portion of the Improvements so altered or removed. In the event of Shareholder's failure to promptly take such actions, LOC may do so entirely at Shareholder's cost and expense, and without liability to Shareholder to repair, restore or replace such Improvements or for costs or damages of any kind to Shareholder's property arising from such activities. Shareholder shall construct and maintain the Improvements in compliance with applicable City or other requirements, and shall provide evidence of such compliance as requested by LOC from time to time, including prior to commencing construction or modifications. Issuance of this Permit does not imply or constitute compliance with City or any other requirements or approval of improvements by the City or any other person, entity, or authority with approval rights for the Improvements.
- 9) That if this Permit is revoked, Shareholder agrees that, without any liability to LOC, Shareholder will at Shareholder's own expense, remove the Improvements constructed pursuant to this Permit and restore LOC's property to the condition it was in prior to construction of the Improvements. In the event that Shareholder fails to do so, LOC may, upon written notice to Shareholder, remove or caused to be removed the Improvements and restore LOC's property, and the Shareholder shall be liable for all costs and expenses incurred or paid by LOC in the removal and restoration thereof.
- 10) In the event any suit or action is instituted by LOC to enforce any term, covenant or condition contained in this Permit, then Shareholder agrees to pay such sum as the court may adjudge reasonable as attorneys' fees and costs in such suit or action.
- 11) To notify adjacent neighbors of the Improvements prior to final approval by LOC. Notification can be demonstrated by securing signatures from adjacent neighbors on copies of all final plans, drawings, and building specifications submitted to LOC as part of the Permit application process. Alternatively, Shareholder may demonstrate having provided notification to adjacent neighbors by submitting to LOC evidence of delivery of such documents by certified mail or similar means of delivery.

IN WITNESS WHEREOF, LOC has caused this Permit to be executed, this _____ day of _____, 20_____.

I accept the foregoing Permit and agree to all the terms thereof.

by: _____
Shareholder Signature
Phone # _____

by: _____
Chairperson: Development Committee
LAKE OSWEGO CORPORATION

LAKE OSWEGO CORPORATION REVOCABLE LICENSE AND PERMIT

ORDER OF PROCEDURE

1. Lake Oswego Corporation Permit fee required \$_____.00. **Fee waived for flood restoration.*
New Boathouse (or major remodel) \$1,000 Minor remodel (boathouse) or new dock \$500 Minor change to boathouse/dock \$250
2. Submit to the Lake Oswego Corporation an actual survey of Plat Plan certified by an engineer or survey crew, plus a scale drawing with measurements showing all existing waterfront installations, plus copies of newly proposed construction, or, if repairs, drawings and details. (Certified survey waived for flood restoration, but scale drawings with measurements required.)
*All heights on any construction will be measured from the waterline of 98.6 feet.
Please call the Lake Oswego Corporation at (503) 636-1422 for the current water elevation.*
Official approval on accepted plans will not be made until the Lake Oswego Corporation has received three (3) - 11 x 17 copies of builder's plans, one of which will be retained on file by the LOC.
3. Inspection of property survey markers by the Lake Oswego Corporation. (Survey marker inspection waived for flood restoration.)
4. Owner's signature on the fully completed LAKE OSWEGO CORPORATION REVOCABLE LICENSE AND PERMIT form, including evidence that you have notified the neighbors on each side of the final plans.
5. Assessments must be current and paid through current calendar year.
6. Lake Oswego Corporation official review and signature.
7. City of Lake Oswego BUILDING PERMIT APPLICATION submitted to City with Lake Oswego Corporation's executed REVOCABLE PERMIT AND PERMIT. (City of Lake Oswego offers special assistance to those who are rebuilding according to most recent plans on record. Contact the City in advance and they will obtain your previously submitted plans to match to your CITY BUILDING PERMIT APPLICATION. The Lake Oswego Corporation will also accept copies of those previously submitted plans.)
8. Site, Environmental, Framing, and Final inspections by the Lake Oswego Corporation.
9. Any required inspections by the City of Lake Oswego.

FOR ASSISTANCE AND ADDITIONAL INFORMATION, PLEASE CONTACT:

Lake Oswego Corporation
PO Box 203
700 McVey Ave.
Lake Oswego, OR 97034
(503)636-1422

City of Lake Oswego, City Hall
Building Permit Staff
380 "A" Avenue, 3rd Floor
Lake Oswego, OR 97034
(503) 635-0390

**WAIVER, RELEASE AND INDEMNITY
(Third Party Contractor)**

1. **Background.** This Waiver and Release ("**Release**") is executed in connection with entry upon real property located in or adjoining Oswego Lake (the "**Site**") managed by the Lake Oswego Corporation, an Oregon private corporation (the "**LOC**") for the purpose of _____

_____ (the "**Use**"). The LOC has not required or requested Contractor or any other party to perform the work which is the subject of the Use. This Release is effective as of the date hereof. The LOC Parties (defined below) shall be deemed third party beneficiaries of this Release.

2. **Waiver and Release.** Contractor, for itself, and for all of its employees, officers, directors, members, shareholders, or owners, or any persons for which such entities are responsible, whether as employees, independent contractors or otherwise, and their respective successors and assigns (collectively, the "**Contractor Parties**"), to the extent permitted by applicable law, hereby waives, releases, acquits and forever discharges the LOC, its officers, directors, employees and agents (collectively, the "**LOC Parties**"), from any and all claims, actions, causes of action, liabilities, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (except to the extent arising from the negligence or intentional bad acts by the LOC Parties), which may now exist or may arise in the future on account of or in any way growing out of or in connection with the Use, and any physical characteristic or conditions, whether naturally occurring or arising, and whether on, under, or related to the Site, or any law or regulation applicable thereto. In no event shall the LOC be liable to Contractor for any loss or damage to tools, equipment, vehicles, materials or supplies, other personal property of any kind or structures of the Contractor Parties.

3. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend with counsel reasonably acceptable to the LOC, indemnify, reimburse and hold harmless the LOC Parties from and against any and all claims, demands, fines, damages for bodily injury and damage to property, including for loss of use resulting therefrom, to the extent caused by the Contractor Parties (including expert witness costs and fees and attorneys' costs and fees), except to the extent arising from the LOC Parties' negligence or intentional bad acts. Contractor shall also defend, with counsel reasonably acceptable to the LOC, reimburse, indemnify and hold harmless the LOC Parties with regard to administrative action, fine or penalty in any way arising from the Contractor Parties' performance of the work for the Use. Except for claims for loss of use as discussed above, in no event shall any party be responsible or liable to any other party for any incidental, consequential, indirect or purely economical damages.

4. **Survival.** The waiver and release provisions in Section 2 of this Release shall be perpetual.

5. **Attorney Fees.** If action becomes necessary in connection with this Release or any rights arising herefrom or hereunder, or to recover damages for breach of any terms of this Release, or to obtain injunctive or other equitable relief, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs incurred in such action as determined by the arbitrator, arbitration panel or the trial court. In the event of any appeal from the action, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such appeal as determined by the appropriate appellate court. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with the initial investigation of, and determination whether to commence, an action, and all costs associated with discovery depositions, witness fees (expert or otherwise), and out of pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this subsection, the term "action" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States, or before any arbitrator or arbitration panel.

6. **General Provisions.** This Release shall be (a) governed by and construed in accordance with the substantive laws of the state of Oregon, (b) be binding upon and run for the benefit of the successors and assigns of the parties, (c) enforceable in the state and federal courts located in the state of Oregon, and (d) construed as if each party participated equally in the preparation of this Release. The rights and remedies provided by this Release are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies except as expressly limited herein. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

IN WITNESS WHEREOF, the Contractor executes this Release to and for the benefit of all parties identified above. Contractor acknowledges that it received adequate consideration for the execution and delivery of this Release.

Contractor: _____

By: _____ (signed)

Name: _____

Title: _____

Date: _____

SHAREHOLDER WATERFRONT CONSTRUCTION

Approval Required

The Corporation may permit shareholders to construct and maintain improvements on the Rim Property and over the lakebed as part of the shareholder's development of its property adjacent to the Lake. Shareholders must obtain a Permit from the Corporation before temporarily or permanently constructing, installing, attaching, altering, or placing adjacent to, under, on or over the Rim Property or Lake (including the lakebed, the waters of the Lake, and the waterfront related to such waters), any Facility or Facilities. A Request for Approval form may be obtained from the Corporation office.

The Corporation will not issue a Permit unless assessments are paid current with respect to the property for which the Request for Approval is made. Failure to obtain or comply with a Permit may result in the Corporation requiring the Shareholder to remove any Facilities and restore the Lake, lakebed, and Rim Property to the condition they were in before the Shareholder engaged in any unauthorized work.

Committee Authority and Discretion

- 1. Committee Authority.** The Board has authorized the Development Committee to review and approve, condition, or deny Requests. The Development Committee will consider complete Requests for Approval on an "as received" basis at its regularly scheduled meetings or any special meeting the Development Committee deems to be necessary. The Development Committee endeavors to render its decision with respect to a complete Request for Approval in a timely fashion. ***Approval by the Development Committee does not include or imply compliance with any additional requirements that may be imposed by the City of Lake Oswego, applicable building or safety codes, or any other relevant legal authority. The applicant must independently comply with all laws, rules, codes and regulations applicable to the work approved by the Committee.***
- 2. Committee Discretion.** The Development Committee has full discretion to approve, condition or deny a Request. In addition to any specific guidelines set forth herein, the Development Committee may publish additional or replacement guidelines and policies from time to time. The decision-making discretion of the Development Committee will not be limited to such published policies, guidelines or regulations alone and may address any other factors or circumstances deemed by the Development Committee to be relevant in the particular instance. The Development Committee will withhold approval of a Request if the Development Committee finds, in its sole discretion, that the proposed Facilities are inappropriate for the particular location or incompatible with other improvements, operations or uses of the Lake. Of special importance to the Development Committee will be navigation and related safety issues, impacts on the Lake itself, sight lines (to protect the views of other property owners), as well as the mass, scale and compatibility (including shape, size, design, height, and other factors) of the Facilities. The Board will not hear appeals of decisions of the Development Committee. The Development Committee has final decision making authority.

Considerations for Approval of Requests

The Development Committee takes into consideration and balances many factors in exercising its authority for the mutual benefit of all Lake residents and shareholders. The following is a non-exclusive list of the most commonly reviewed considerations. They are presented as an aid to those contemplating new Facilities or a change in Facilities, and are not meant to be exclusive or to necessarily apply to all Facilities without due regard to particular circumstances:

1. The Development Committee may consider impacts to the Lake from erosion and other causes during and after work on Facilities. Permit applicants shall be responsible for establishing and maintaining silt fences, barricades and other methods of controlling erosion, storm-water runoff and prevention of any pollutants and sediments from entering the Lake at any time during or after the completion of the Facilities. To minimize erosion during shoreline construction, the applicant should ensure that the area exposed, disturbed or de-vegetated is limited and require construction to be staged as the Development Committee deems appropriate. The applicant should ensure that the exposure of construction soils is minimized and limited. The Facility plans shall include details of such fences, barrier cloth, straw and plantings used to prevent any erosion or siltation. It shall be the sole responsibility of the applicant to pay for all costs of removal and cleanup or resulting damages.
2. To protect the Lake's sensitive ecosystem, native plants near the Lake are encouraged, such as Common Waterweed, White or Yellow Pondlily, Cattails, and native sedges, reeds and rushes. The Development Committee does not allow the use of non-native plants, including specifically Purple Loosestrife, Yellow Iris, English Ivy, Brazilian Elodea (Anacharis) and Eurasian Watermilfoil.
3. Permit applicants shall be responsible for controlling and preventing any hazardous materials, such as paints, stains, sealers, solvents, fuels, oils or other such hazardous materials from entering the Lake at any time during construction or after completion of the Facilities. In the event of a discharge of a hazardous or pollutant material, it shall be the sole responsibility of the applicant to pay for all cleanup costs or resulting damages.
4. An applicant's plan shall describe measures to shield any lighting on proposed Facilities so as to protect the privacy of adjacent properties, water surfaces abutting the applicant's property, reflections on the Lake, and fogging the night sky. Sensible lighting does not include exposed floodlights or lamps with shaded tops, for example. Lighting should utilize motion detectors, be as low to the ground as possible and of appropriate wattage.
5. Facilities that extend beyond the seawall are considered a privilege and not compatible with certain locations on the Lake. If allowed, such Facilities should not exceed 16 feet beyond the seawall.
6. At construction sites, lakebed elevations must not be altered without the approval of the Development Committee. No material or objects of any kind may be dumped in the Lake.

7. Use of barges, work-boats, or construction equipment on the lakebed or on the Lake surface are subject to review and approval by the Development Committee, including the status of required insurance.
8. The waterfront “cabana lots” located in Lakewood Bay may be improved with residential improvements provided that building, deck and other setback lines approved by the Development Committee to preserve navigation, navigational safety, swimming, water skiing safety, and lines of sight are observed. The Lake Oswego Cabana Covenants recorded at Fee No. 92 37392, records of Clackamas County, Oregon, are representative of the types and scope of requirements the Development Committee may elect to impose.
9. Facilities must not create a safety hazard or interfere with safe navigation.
10. Facilities must not create a significant negative impact to the “sight-lines” of neighboring residences.
11. In-fill is not allowed.
12. Only docks, boathouses and boat lifts may extend beyond the shoreline or approved seawall. Except as authorized by the Development Committee, no other structures may extend into or over the water for the benefit of a particular Shareholder.
13. Facilities located on Corporation property cannot be removed or altered without the Corporation’s approval.
14. Facilities must be perceived by the Development Committee to be tasteful and complementary to existing development.
15. Boathouses are considered a privilege and are not compatible with certain locations on the Lake. If allowed, a boathouse must be cut into the shareholder’s property where feasible and not extend out into the Lake beyond the seawall.
16. Peaked boathouse roofs are favored.
17. Boat houses with a ridge roof should be no higher than 13’6” above average water level of 98’6” above sea level.
18. The top of a boathouse deck should be no higher than 10’ above average water level (98’6”) above sea level. Railing must be see thru (i.e.: wrought iron, not Plexiglas) and 36” in height.
19. Boat house area should be no larger than 500 square feet.
20. In cases where a permitted structure is destroyed by an “act of god”, the committee will allow a replacement structure. If the previously permitted structure does not comply with current guidelines, the committee, at its sole discretion, may allow the structure to be rebuilt after soliciting neighbor and affected party feedback. In these cases, particular weight will be given to neighbor’s comments.

Application Process

A Permit applicant shall meet with the Development Committee or its designee (committee member or Corporation employee) to verbally discuss the circumstances surrounding the desire to submit a Request for Approval. At this time the Development Committee or designee will give the applicant the required Request forms and advise and guide the applicant regarding the Development Committee's policies impacting the envisioned Facilities.

- 1. Request for Approval.** The Request for Approval shall be submitted in writing and be accompanied by plans showing the nature, kind, dimension, materials, structural details, location (including surveyed property lines if requested by the Committee), and other pertinent information relating to the Facilities.
- 2. Acceptance by Committee.** Upon acceptance, the applicant is responsible for notifying the owners of adjoining waterfront properties on both sides and any additional Shareholders deemed by the Development Committee to be impacted by the plans (e.g. Shareholders across a canal). This is accomplished by forwarding to such impacted Shareholders a complete copy of the Request for Approval including the plans and any other information submitted to the Development Committee relating to the Facilities. The applicant may verify satisfaction of this requirement by returning to the Development Committee the signatures of such impacted Shareholders acknowledging receipt of a copy of the Request for Approval and plans or a Certified Return Receipt from the US Postal Service for impacted Shareholders demonstrating the receipt of same by mail.

In the event the Request or plans are changed, the Development Committee in its discretion may require the applicant to re-notify impacted Shareholders as provided above.

- 3. Approval to Begin.** Upon receipt of documentation showing neighbor notification, the plans may be approved to begin building. There will be at least two inspections prior to completion of the Facility. (see construction process)
- 4. Submit plan to City of Lake Oswego.** If required by the City of Lake Oswego, the applicant shall submit the plans for the Facility to the city for approval.
- 5. Effective Period of Consent.** Work approved by the Development Committee must be commenced within six months and completed not later than one year from approval of the Request. The Development Committee may provide that an approval is valid until the conclusion of the next Lake draw down.
- 6. Fee.** The Development Committee will charge a reasonable fee for its review of a Request. Check with the Corporation office for currently applicable fees.

Construction and Demolition Process

Prior to beginning the project, the following items must be completed:

1. Forms & Documentation

- a. Liability insurance limits provided must be at least \$1,000,000 per occurrence and aggregate: Lake Oswego Corporation must be added as additional insured, and the Certificate of Insurance must show this coverage.
- b. Current proof of Worker's Compensation Insurance (if applicable).
- c. Current copy of Contractor's License.
- d. Waiver, Release and Indemnity.

2. Preliminary Site Inspection

- a. Once the property is surveyed and with the survey stakes still in place, the applicant or their contractor will stake out the building site and request an inspection from the Corporation.
- b. Work may not begin until our inspector has verified that the project matches the site plan submitted by the applicant and that applicable environmental protections (e.g. silt curtains, etc.) are in place.
- c. Upon approval of site inspection, building of facilities may begin.

3. Secondary Site Inspection

- a. Once the Facility has been framed out, the applicant or their contractor must request an inspection from the Corporation.
- b. Upon approval of the secondary site inspection, completion of Facilities may commence.

- 4. Final Site Inspection.** The applicant will notify the Development Committee and impacted Shareholders when the work is completed. Facilities may not be occupied or used prior to completion and final inspection. With exceptional circumstances, the Development Committee may approve early use.

Terms and Conditions

- 1. Liability.** Any person or entity submitting a Request will be deemed to have waived, relinquished and released any and all claims and causes of action for any loss, cost, expense or damage of any kind or nature, including actual, incidental, consequential and punitive damage, arising out of any action or inaction by the Corporation or the Development Committee.
- 2. Nonwaiver.** Consent by the Development Committee to any matter *proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver* impairing its right to withhold approval as to any similar matter thereafter proposed or submitted for review