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# RULES AND REGULATIONS HANDBOOK



*Updated 5/11/21*

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# ***Lake Oswego Corporation***

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## **MISSION STATEMENT**

THE MISSION OF THE LAKE OSWEGO CORPORATION IS TO MAINTAIN AND IMPROVE OSWEGO LAKE AND TO PROTECT ITS VALUE AND QUALITY OF LIFE FOR ITS SHAREHOLDERS.

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## DEFINITIONS

1. **“Board”** means the Board of Directors of the Corporation.
2. **“Boat”** means any water craft used, or capable of being used, as a means of transportation on the water, but does not include aircraft equipped to land on water, boat houses, floating homes, air mattresses, water toys, skis, surfboards, wakeboards, or inner tubes.
3. **“Boat License”** means a license issued by the Corporation to a Boat pursuant to the Lake Rules.
4. **“Corporation”** means the Lake Oswego Corporation.
5. **“Development Committee”** means the Building Permits and Property Development Committee appointed by the Board to review and approve, condition, or deny Requests.
6. **“Easement Association”** means an incorporated association of Easement Members that has been approved by the Corporation and that is responsible for managing and maintaining an Easement Lot.
7. **“Easement Associations Organization”** means an organization composed of easement presidents, or their proxy, formed to share ideas, gain purchasing scale and work cooperatively with the LOC staff and Board on lake and easement matters.
8. **“Easement Lot”** means a lot on the border of the Lake that is owned by the Corporation and that is used to provide Lake access to Easement Members and their family and guests.
9. **“Easement Member”** mean the principal resident of a single-family residence with deeded easement rights who (i) occupies and resides at the property with deeded easement rights and (ii) is in good standing with his or her Easement Association. If there is no occupying tenant, the property owner is deemed to “occupy and reside” at the residence.
10. **“Facility”** or **“Facilities”** means any structure or other improvement of any kind including, without limitation, sea walls, boathouses, boat docks, decks, patios, piers, signs, cabanas or any other thing that requires a Facility Permit. A Floating Water Structure is not a Facility.
11. **“Family”** means a Shareholder’s or Easement Member’s spouse, parents, children, grandchildren, and any relative living with the Shareholder or Easement Member.
12. **“Floating Water Structure”** means any item, other than a Boat, that floats on the Lake and that is tethered to land, a structure, a Boat, an anchor, or the Lake bottom. Rafts, floating trampolines, and floating decks, are examples of Floating Water Structures.
13. **“Floating Water Structure Permit”** means a Revocable License and Permit issued to a Shareholder for a Floating Water Structure located on the Lake.
14. **“Lake”** means Oswego Lake and its canals and bays.

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15. **“Lake Manager”** means the person employed by the Corporation as overall manager of all Lake and related operations.
  16. **“Lake Patrol”** means a person to whom the Corporation has delegated responsibility and authority to enforce Lake Rules.
  17. **“Lake Privileges”** means the rights to access the Lake and to use Corporation property that were granted by recorded instruments exclusively to occupants of the principal residence (i) on each lot surrounding Oswego Lake or (ii) on lots in certain upland subdivisions.
  18. **“Lake Rules”** means the Lake Rules contained in this document.
  19. **“Lake Users”** means Shareholders, Easement Members, and sponsored tenants, family members, and guests of Shareholders and Easement Members.
  20. **“Non-Powerboat”** means a Boat other than a Powerboat.
  21. **“NO WAKE Speed”** means the slowest speed at which a Powerboat can move through the water and still be able to maintain its course. A Powerboat may be required to throttle in and out of gear to achieve NO WAKE Speed, also referred to as ‘idle speed’.
  22. **“Operate”** means to navigate or drive a Boat.
  23. **“Operator”** means the person navigating or driving a Boat.
  24. **“Operator’s License”** means a license to Operate a Powerboat that is issued by the Corporation pursuant to the Lake Rules.
  25. **“OSMB”** means the Oregon State Marine Board.
  26. **“Facility Permit”** means a Revocable License and Permit issued to a Shareholder for a Facility or Facilities located on the Lake or Rim Property.
  27. **“Powerboat”** means any boat propelled in whole or in part by machinery, including boats temporarily equipped with detachable motors, and includes any type of boat (e.g., canoe, raft, rowboat) with any type of engine or motor (i.e., gasoline, diesel, electric).
  28. **“Request for Approval”** or **“Request”** means an application for a Facility Permit.
  29. **“Rim Property”** means certain real property owned by the Corporation that forms a narrow strip around the Lake.
  30. **“Shareholder”** means a person who owns shares in the Corporation.

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## **BACKGROUND**

### **Formation of the Lake Oswego Corporation**

The Corporation owns and operates the Lake. The Corporation was formed in 1942 when the Oregon Iron and Steel Company deeded to the Corporation the bed of the Lake, certain parcels on the border of the lake, and the Rim Property. As a condition of the conveyance, the Corporation must preserve the Lake for all time for the benefit of property owners with lake access privileges. The terms of the deed limit public access to the Lake. In addition, the deed assigns responsibility to the Corporation for regulating the use of the Lake. The Corporation must evaluate historical records to determine whether a property owner has access to the Lake. The Corporation may charge a fee to cover the cost of record review.

The Corporation's authority to regulate the Lake is derived from its Articles of Incorporation, Bylaws, and other documents recorded in Clackamas County. These materials together empower the Corporation to supervise the use of Corporation-owned properties; adopt rules and regulations to limit and specify the manner in which the Lake may be used; enforce rules and regulations; impose fines and other sanctions; enter into contracts; and take other actions necessary to preserve the Lake for its intended use.

### **Construction of the Lake and Hydroelectric Power**

Although the Lake is best known for the recreation opportunities that it provides, a significant responsibility of the Corporation is to preserve the Lake as a source of hydroelectric power.

The Lake is one part of a hydroelectric project that includes a powerhouse and three dams. Though the Lake is naturally occurring, it was significantly enlarged by the construction of the first dam on Sucker Creek. The Sucker Creek dam is located at the east end of the Lake and allows the Corporation to regulate the Lake level.

The second dam is located on a canal, known as the "main canal," at the west end of the Lake. Near the time that the Sucker Creek dam was built, the then-owners of the Lake dug the main canal from the west end of the Lake to the Tualatin River. The canal was bored through solid iron ore and today forms a narrow channel that acts as a natural water-purification system. The second dam is located at the intersection of the main canal and the Tualatin River. Water that flows from the Tualatin River into the canal and through the dam generates power and is the source of the Corporation's hydroelectric water right.

Finally, a third dam exists on the Tualatin River, approximately two miles downstream from the point where the main canal intersects the river. The third dam can be used to raise the level of the Tualatin River to cause water to flow through the main canal.

### **Operation and Maintenance Costs**

The power generated by the dam on the main canal provides only a small portion of the funds necessary to manage and preserve the Lake. Substantial costs are required to provide mandatory safety patrols, manage water quality, remove silt from the Lake bed, purchase water, maintain the dams, and purchase and maintain equipment for operation of the Lake. Annual assessments and license fees are necessary to support these activities.

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## **Stock Ownership**

Property owners are entitled to one share of the Corporation's stock for each 10 feet or major fraction thereof of their property facing the waterfront.

## **Annual Assessments**

Shareholders are charged an annual assessment that supports the maintenance and operation of the Lake. The annual assessment is equal to a base charge plus an incremental charge (if applicable). A base charge is assessed for the first 60 feet or less of contiguous lake frontage owned by the shareholder. Added to the base charge is an incremental charge for each additional 10 feet or major portion thereof of contiguous Lake frontage. The incremental charge may not exceed 6.5 percent of the base charge. The annual assessment may not exceed twice the amount of the base charge.

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## 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 Facility 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 Facility 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 Facility 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.

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## 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. Facility 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. Facility 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. Decks and docks 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.

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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.

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## Application Process

***A Facility 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**

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- 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.

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## FLOATING WATER STRUCTURES

### Approval Required

In recent years, an increasing number of Floating Water Structures have been tethered or otherwise installed in the shoreline area. At the same time, the size of Floating Water Structures that is available in the market has dramatically increased. Floating Water Structures impede the ability of Lake Users to kayak, canoe, and paddleboard in the shoreline area. To preserve shoreline access for Lake Users, and to prevent cluttering of the shoreline area, Floating Water Structures are discouraged and are subject to the requirements in this section.

Shareholders must obtain a Floating Water Structure Permit from the Corporation before temporarily or permanently installing or placing any Floating Water Structure on the Lake. Failure to obtain or comply with a Floating Water Structure Permit may result in the Corporation requiring the Shareholder to remove any Floating Water Structure.

### Lake Manager Authority and Discretion

The Board has authorized the Lake Manager to approve or deny applications for Floating Water Structure Permits. Issuance of a Floating Water Structure Permit is at the Lake Manager's sole discretion.

### Application Process

An applicant seeking a Floating Water Structure Permit shall meet with the Lake Manager or his or her designee (Corporation employee) to verbally discuss the desired Floating Water Structure. At this time the Lake Manager or designee will give the applicant the required application form and advise and guide the applicant regarding the Corporation's policies impacting the envisioned Floating Water Structure.

- 1. Application Submission.** The application for a Floating Water Structure Permit shall be submitted in writing and signed, and shall be accompanied by a drawing or satellite photo indicating the proposed location of the Floating Water Structure.
- 2. Approval to Install.** Upon receipt of a Floating Water Structure Permit, the applicant may begin installation of the Floating Water Structure.
- 3. Inspection.** The applicant will notify the Lake Manager when installation of the Floating Water Structure is complete. Floating Water Structures may not be occupied or used prior to final inspection. With exceptional circumstances, the Lake Manager may approve early use.

### Conditions of Approval

- 1.** No more than one Floating Water Structure per property will be allowed.

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2. Floating Water Structures must fit within an area that is 10 feet by 10 feet. Floating Water Structures may be no taller than 30 inches. No exception to these size limits is permitted for attachments to a Floating Water Structure (e.g., slide).
  3. Floating Water Structures must be secured so that (i) no part of the structure extends beyond 20 feet from shore and (ii) no part of the structure drifts in front of an adjacent property's lake frontage.
  4. Floating Water Structures are not allowed in canals or in other narrow areas where they may impede navigation.
  5. Floating Water Structures are not allowed on the Lake between October 1st and May 1st.
  6. Floating Water Structures must be kept clean and in good repair.

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## EASEMENTS

### Generally

The Corporation owns several Easement Lots that provide Lake access to Easement Members. Only Easement Members and their families and guests may use Easement Lots. Each Easement Lot is managed and maintained by an Easement Association that has been approved by the Board of Directors of the Corporation.

### Compliance with Corporation Rules and Regulations

- 1. Maintenance and Development of Easement Lots.** The Corporation has authority to regulate development and use of Easement Lots, including development of upland areas and in-water improvements. Easement Associations must collaborate with the Corporation to maintain and improve Easement Lots for the enjoyment of all Easement Members. It is the policy of the Corporation to encourage such maintenance and improvements.
- 2. Use of Easement Lots.** Use of the Easement Lots is subject to the rules and policies promulgated by the Corporation and by the relevant Easement Association, in addition to the Corporation's Covenants and Restrictions. An Easement Association must comply with and enforce its own rules and policies, as well as those established by the Corporation. In the event of conflict, the Corporation's rules and policies supersede those of an Easement Association.

The obligations of Easement Members and Easement Associations are highlighted in the "***Easement Member and Association Rules***," included in **Appendix A**.

### Administrative Duties of Easement Associations

Easement Associations must:

1. Ensure that Easement Members are provided, and acknowledge receipt of, up-to-date Corporation and Easement Association rules and policies. Current members must acknowledge receipt of the rules and policies by the end of May of each year. New members must acknowledge receipt of the rules and policies before receiving access to an Easement Lot.
2. Establish a permanent mailing address and designate an individual to whom all communications should be addressed.
3. Provide the following up-to-date information to the Corporation in writing by the end of May of each year:
  - a. Names and addresses of the Easement Association's officers and registered agent;

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- b. Permanent address of the Easement Association;
  - c. Easement Association's membership count;
  - d. Names and addresses of the Easement Association's members; and
  - e. Easement Association bylaws, rules, and policies, including the Easement Lot fee structure.
4. Provide to neighboring property owners up-to-date contact information for the Easement Association's officers by the end of May of each year.

## **Resolution of Conflicts with Neighboring Property Owners**

In the event of a conflict between an Easement Association and a neighboring property owner, the Corporation expects that the parties will communicate directly to reach a mutually agreeable resolution. The Corporation will manage complaints received from neighboring property owners in the following manner:

1. The parties will first be required to communicate directly to attempt to resolve the issue.
2. If the conflict cannot be resolved through party-to-party communication, then one or more of the parties may contact the Lake Manager, and the Lake Manager will attempt to resolve the conflict by taking the following action:
  - a. logging the complaint;
  - b. gathering additional information necessary to resolve the conflict (if any);
  - c. evaluating the information available and determining whether the conflict can be resolved; and
  - d. maintaining a summary of all such actions and providing the summary to the appointed head of the Easement Committee.
3. If the Lake Manager, in conjunction with the parties, cannot resolve the conflict, then the Lake Manager must refer the issue to the Easement Committee, and the Easement Committee will attempt to resolve the conflict.
4. If the Easement Committee, in conjunction with the parties, cannot resolve the conflict, then the Easement Committee must refer the issue to the Board of Directors of the Corporation. The following rules apply to the Board of Directors' review of the conflict:
  - a. The Board of Directors has discretion to decide whether to review the conflict.
  - b. If the Board of Directors chooses to review the conflict, then the Board's decision is final.
  - c. The Board of Directors may take any reasonable action necessary to implement and enforce its final decision.

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## PROPERTY IDENTIFICATION

The Corporation urges all waterfront property owners and easement owners to provide clear ***property identification*** that is plainly ***visible from the Lake***. Lake-side property identification enables Lake Patrol to promptly locate a property when responding to an owner's call. Property identification may be in the form of lettering (preferably larger than mailbox letters), ornamental artwork, or other easily identifiable marks. Identification may contain the property owner's name and address, or just the property's address.

Further, the Corporation encourages all waterfront property owners, easement owners, and owners of swim-park areas to ***prominently mark water depths*** and any ***known hazards*** at their property to avoid risk of serious injury.

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## LAKE RULES

The Lake Rules and all Oregon State Marine Board (hereinafter "OSMB") statutes and regulations are enforced on Oswego Lake by the Lake Patrol and the Clackamas County Sheriff Patrol.

### Boat License

- 1. Requirement, Display, Duration.** No Boat (including Non-Powerboats) may be allowed on the Lake without a current Boat License. Generally, the Boat License must be attached to each side of the aft part of the hull and must be plainly visible from each side of the Boat. For wind sailboards, sailboats, canoes, kayaks, sculls, pedal boats or other similar watercraft, the Boat License must be visible when the Boat is in the water. Boat Licenses are valid for one year, from **March 1 - February 28**.
- 2. Eligibility.** The Corporation will issue Boat Licenses only to Boats owned by the following persons:
  - a. Shareholders;
  - b. Easement Members, but only if:
    - i. The Easement Member resides at the property with attached Lake Privileges; and
    - ii. The Easement Member is the actual owner of the Boat being licensed.
  - c. Tenants of property owned by the above-described Shareholders or Easement Members, but only if:
    - i. The tenant resides at the property with attached Lake Privileges;
    - ii. The Shareholder or Easement Member who owns the property does not contemporaneously possess a Boat License;
    - iii. The tenant furnishes a copy of the lease to the property; and
    - iv. The tenant is the actual owner of the Boat being licensed.
- 3. Boat Co-ownership and Boat Sharing.** Boat sharing is limited to a maximum of two members. Boat Licenses may be issued to co-owned and/or shared boats only if all co-owners or parties participating in the boat share are either Shareholders or Easement Members in good standing. Each must pay a Shared Power Boat membership fee and satisfy the insurance requirements. If a boat owner (or those participating in a boat share) is no longer a shareholder or easement member, their name must be removed from the title in order to keep the LOC registration valid. If both parties are Easement Members, they must be members of the same easement.

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**4. Penalty for Falsifying Information.** Falsifying information that pertains to Boat License eligibility may result in suspension of Lake Privileges of the persons and property involved for a period of up to two (2) years.

**5. Ineligibility Due to Corporation Assessments and Easement Standing.**

No Boat License will be issued to a Shareholder or Easement Member who is in arrears on a Corporation assessment, nor to a tenant of a property owned by a Shareholder or Easement Member who is in arrears on a Corporation assessment.

No Boat License will be issued to an Easement Member who is not in good standing in his or her Easement Association or is a member of an Easement Association that is in arrears on a Corporation assessment.

**6. Wake Enhancement Device Certification and Agreement.** No Boat License will be issued to a Powerboat owner who has not completed a Wake Enhancement Device Certification and Agreement.

**7. Nontransferable.** A Boat License may not be transferred to another Boat or Boat owner.

**8. State Registration Requirements.**

a. OSMB Title and Registration. The following Boats must be titled and registered with the OSMB:

- i. Powerboats of any length; and
- ii. Sailboats 12 feet in length or longer.

Current registration decals and OR numbers must be displayed as required by the OSMB guidelines.

b. Invasive Species Permit. Non-Powerboats 10 feet in length or longer must have an Invasive Species Permit.

## **Powerboat Operator's License**

**1. Eligibility.** To be eligible for an Operator's License, an applicant must:

- a. Be in compliance with state law pertaining to OSMB Boater Education Cards;
- b. Be a Shareholder or Easement Member in good standing with the Corporation, or be a sponsored tenant, family member, or friend of a Shareholder or Easement Member who is in good standing with the Corporation.

**2. Requirement.** No Powerboat may be operated on the waters of the Lake except by a person with a current Operator's License issued by the Corporation in accordance with the following rules:

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- a. A Standard Operator's License may only be issued to an applicant who (i) is 16 years of age or older; (ii) has successfully completed the Corporation's written exam; (iii) has successfully completed the Corporation's practical boating exam; and (iv) possesses an OSMB Boater Education Card (if required).
  - b. A Limited Operator's License may only be issued to an applicant who (i) is between 12 and 15 years of age; (ii) has successfully completed the Corporation's written exam; (iii) has successfully completed the Corporation's practical boating exam; and (iv) possesses an OSMB Boater Education Card.

A person with a Limited Operator's License may not operate a Powerboat with an engine larger than **10 h.p.** unless supervised by a duly licensed adult.

All persons on board a Boat operated by a person with a Limited Operator's License must wear a **personal flotation device**.

- c. A Learner's License may only be issued to an applicant who (i) has successfully completed the Corporation written exam; (ii) is preparing to take the Corporation's practical boating exam; and (iii) has obtained an Oregon State Marine Board Boater Education Card (if required).

An applicant has **60 days** after issuance of the Learner's License to successfully complete the Corporation's practical boating exam. If the applicant does not successfully complete the Corporation's practical boating exam within 60 days, the applicant must repeat the Corporation's written exam.

- d. A Temporary Operator's License may be issued for up to 30 days at the Corporation's discretion.
- e. The Shareholder or Easement Member to whom the boat is registered by the LOC (or a member of their household) must be on the boat when it is in use.

### **3. Ineligibility Due to Corporate Assessments or Easement Standing.**

No Operator's License will be issued to any Shareholder who is in arrears on a Corporation Assessment, nor to a sponsored tenant, family member, or friend of such a Shareholder.

No Operator's License will be issued to an Easement Member who (i) is not in good standing in his or her Easement Association or (ii) is a member of an Easement Association that is in arrears on a Corporation Assessment, nor to a sponsored tenant, family member, or friend of such an Easement Member.

### **4. Transfer, Revocation, or Suspension of Operator's License.**

- a. An Operator's License is a **non-transferable** privilege.
- b. An Operator's License may be immediately **revoked** due to (i) noncompliance with OSMB Boater Education Card requirements or (ii) falsification of information submitted to the Corporation.

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- c. An Operator's License will be automatically **suspended** due to suspension, revocation, or probationary status of an Oregon Motor Vehicle Driver's License.

## 5. Renewal.

- a. Renewal of a **Standard Operator's License** does not require re-testing unless (i) the Operator, or the Operator's sponsoring tenant, family member, or friend, has not had Lake Privileges for a period of two (2) or more years, or (ii) the Operator's License was suspended or revoked within the previous two (2) years.
- b. Renewal of a **Limited Operator's License** requires that the Operator successfully complete the Corporation's written exam.

## Moored Objects

1. **Permission of the Corporation.** Written permission from the Corporation is required to moor a Boat or other object on the Lake.
2. **Overnight Moorage.** No Boat may be moored overnight unless the Boat is moored to a dock.
3. **Buoys and Markers.** No Boat or other object may be moored to a Corporation-owned buoy or marker.
4. **Private Docks.** No Boat may be moored to a private dock without the express permission of the dock owner or tenant.
5. **Boat Storage.** All Boats must be stored at the property through which the Boat was licensed, *except* in the following circumstances:
  - a. The Boat is parked within a fully enclosed boat slip with the permission of the owner of that boat slip, *unless* parking the Boat in the boat slip causes another Boat to be moored outside of the boat slip.
  - b. The Lake Manager approves temporary moorage of the Boat.
6. **Day Launching.** Easement boats that do not have a slip at the easement or Oswego Landing must make a ramp appointment at the time of launch to remove their boat prior to the marina closing at the end of business for that day. Failure to remove the boat prior to the end of the day without the express consent of the Lake Manager will result in 3 points accumulating per day against the boat. Nine accumulated points will result in the boat being suspended for a period of two weeks. Further violations may result in longer suspensions.
7. **Leasing Boat Slips.** Boat slips may not be leased unless the Shareholder who owns the slip has an existing commercial right.

## Lake Use Rules - Generally

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1. **Compliance with State and Federal Law.** Lake Users must comply with all state and federal laws, including OSMB rules and regulations. Violation of any state or federal law is a violation of the Lake Rules.
  2. **Curfew.** All Lake Users must comply with curfew laws of the City of Lake Oswego.
  3. **Corporation Property.** No person shall deface, remove or destroy any buoy or other navigational marker maintained in the waters of the Lake.
  4. **Prohibited Watercraft.**
    - a. **Personal watercraft** that are **less than 10 feet** in length and with engines larger than **10 h.p.** (e.g., “Jetskis,” “Wave Runners,” “Water Jet Packs”) are not allowed on the Lake.
    - b. **Kiteboarding, parasailing, kite skiing** and other similar activities are not allowed on the Lake, except in connection with an exhibition approved by the Corporation.
  5. **Entering and Exiting the Lake.** Persons may only enter or exit the Lake using:
    - a. property owned by the person accessing the Lake;
    - b. property that the person accessing the Lake has permission to use;
    - c. property leased to the person accessing the Lake;
    - d. property managed by the Easement Association in which the person accessing the Lake is a member; or
    - e. property authorized by the Corporation for access.
  6. **Swimming and Swimming Devices.**
    - a. Swimming more than **100 feet** from a shoreline or dock is **not allowed** unless the swimmer is closely accompanied by a Boat with a swimmer lookout.
    - b. Swimming or walking under water with the **aid of an artificial device** (e.g., snorkel, aqua lung) is **not allowed** without prior consent of the Corporation.
  7. **Liability of the Corporation.** No liability shall attach to the Corporation, its agents, shareholders, officers, directors, servants, or employees as the result of assistance provided an agent, director, or employee of the Corporation to any person or watercraft.
  8. **Throwing Refuse Into or Polluting the Lake.**
    - a. No person may permit sewage or wastewater to flow into the Lake unless it is passed through a system of sewage purification approved by the Oregon Department of Environmental Quality.

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- b. No person may deposit waste of any type into the Lake. Waste includes, but is not limited to, garbage, yard debris, and animal waste.

## Boat Size Limits and Features

### 1. Length and Weight Limits

- a. Generally. Boats must comply with the following size requirements:
  - i. Pontoon Boats may not exceed **22 feet 6 inches** in length overall.
  - ii. Boats other than Pontoon Boats may not exceed **22 feet 0 inches** in hull length overall, including pickle-fork bows and excluding removable swim platforms.
  - iii. Boats may not exceed **3500 lbs.** dry unit weight as described by the manufacturer's information, for new Boats, and the NADA guide for used Boats.
  - iv. At the discretion of the Safety Committee, a boat may be weighed at a certified scale in lieu of the manufacturer's specifications.
- b. Case-by-case Exceptions. The Corporation may, on a case-by-case basis, make length and weight exceptions for (i) Boats other than Powerboats and (ii) Powerboats designed to operate at 6 mph or less.

### 2. Prohibited Boat Features

- a. The Safety Committee has discretion to prohibit the use of a Boat with a **wake-enhancing device** of any kind (e.g., bladders, wedges, sea anchors), regardless of whether the wake-enhancing device was factory installed or installed as an aftermarket device.
- b. Boats with a head capable of being discharged into the Lake and Boats with an operable galley are not allowed on the Lake.

## Boat Equipment and Lights

The following equipment is required to Operate a Boat (including canoes, SUP's, kayaks, and pedal boats):

1. **Personal Flotation Devices.** All Boats must carry at least one U.S. Coast Guard-approved personal flotation device (PFD), in serviceable condition, **for each person on board**. Children 12 years of age and under and non-swimmers must wear a PFD at all times while in a Boat.
2. **Sound Device.** All Boats must carry a sound producing device (e.g., horn, whistle, bell) capable of producing a blast that is at least 2 seconds in duration and is audible for at least one half mile.

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3. **Night Lights.** Boats may not be Operated on the Lake before sunrise or after sunset without illuminated navigation lights. Boats in motion must illuminate their bow and stern lights. Boats not in motion must illuminate, at minimum, their stern anchor light.
  4. **Fire Extinguisher.** All Powerboats must carry one U.S. Coast Guard-approved portable marine fire extinguisher that is fully charged and in serviceable condition.
  5. **Muffling Device.** Every outboard motor, inboard motor or inboard/outboard motor in use or attached to Powerboat must be equipped with an effective muffling system. The muffling system must ensure that the engine noise does not exceed 80 dBA at 50 feet. Exhaust cut-outs and open-exhaust stacks are prohibited.

## Powerboat Operating Rules

1. **Required to Operate a Powerboat.** To Operate a Powerboat on the Lake:
  - a. The Operator must have a valid, current Operator's License;
  - b. The Powerboat must have a valid, current Boat License; and
  - c. A Shareholder, an Easement Member, a Tenant of a Shareholder or Easement Member, or Family of a Shareholder, Easement Member, or Tenant must be present on the Powerboat.
2. **Speed**
  - a. **Restricted Areas.** Boats may not exceed the **NO WAKE Speed** in the following restricted areas:
    - i. Within 100 feet of a **swimmer** or a **non-motorized craft**, this applies whether inside or outside the buoy line.
    - ii. Within areas marked by **buoys**;
    - iii. In **channels** and **canals**; and
    - iv. Under **bridges**.
  - b. **Unrestricted areas.** Boats may not exceed the following speeds in any area:
    - i. From one half hour after sunset until sunrise: **8 MPH**
    - ii. From sunrise until one half hour after sunset: **40 MPH**
3. **Reckless Boating Prohibited**
  - a. **Operator Responsibility.** A person Operating a Powerboat may not operate (i) in a manner that **endangers the safety** of other persons or property or (ii) while **under the influence of alcohol or a controlled substance**.

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- b. Owner Responsibility. A Powerboat owner, or a person in control of a Powerboat, may not knowingly allow the following persons to Operate a Powerboat: (i) a person who is ***under the influence of alcohol or a controlled substance*** or (ii) a person who ***does not have a valid Operator's License***.
  - c. Persons on Board. A person Operating a Powerboat may not allow any persons on board to ride or sit on gunwales, on decking located over the bow, or on the transom, except while the Boat is being docked.
  - d. Loading Capacity. A Boat may not be loaded with passengers or cargo beyond the Boat's stated ***load capacity***, taking into consideration weather and other operating conditions.
  - e. Teak Surfing. Teak surfing and hanging onto the swim platform of any Powerboat while the Powerboat is in motion is prohibited.

#### 4. Designated Lake Areas.

- a. Non-boating Areas. Powerboats may not be operated in areas designated by Corporation-approved buoys as non-boating areas.
  - b. Swim Zones. Areas contained by orange buoy lines are designated swim zones. Powerboats may not operate under power inside of a swim zone, except:
    - i. To travel to or from the shore or a dock; or
    - ii. To access canals, West Bay, Half Moon Bay or the north side of Waluga Island.
    - iii. To enter the swim zone / no wake zone in order to anchor
  - c. Bay, Canal, and Marina Entrances. Entrances to bays, canals and some marinas will be marked with red and green channel markers. Powerboats must pass between the red and green channel markers when entering and exiting these areas. When entering, the ***red*** marker should be to the right of Powerboat; when exiting, the ***green*** marker should be to the right of the Powerboat.
  - d. Anchoring Boats. Boats may not be anchored in a position that obstructs a passageway ordinarily used by other Boats.
5. **Counter-Clockwise Driving**. Powerboats must travel in a counter-clockwise pattern around the Lake except in extraordinary circumstances.
6. **Operators Under 16 Years of Age**. All persons on board a Boat operated by a person under 16 years of age must wear a ***personal flotation device***.
7. **Boat Stereos**. Boat stereo systems may **not** emit excessive noise. Stereo systems with tower speakers may not be used so that the towed rider can hear the stereo.
8. **Boat Spotlights**. High powered spotlights (including tower lights) may only be used to provide safe ingress and egress to shore or in emergency situations.

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**9. Compliance with Patrol Boat Signals.** When in the presence of an authorized patrol boat utilizing a siren, flashing light, or otherwise signifying the existence of an emergency or a violation of Lake rules:

- a. Boats being approached by the patrol boat must stop.
- b. Boats in the vicinity of the patrol boat must keep a safe distance and operate at a safe speed.

## Towing Rules

### 1. Inflatable Devices.

- a. Minimum Boat Length. A Powerboat less than 12 feet in length may not be used to tow a rider on an inflatable device.
- b. Towing from a Tower or Extended Pylon. A rider on an inflatable device may not be towed from a *tower or extended pylon*.
- c. Number of Riders. No more than **two** riders may be towed on an inflatable tube device, except that **three** riders may be towed if:
  - i. The device is designed and manufactured to accommodate three riders;
  - ii. The device has built-in seats with back rests and hand-holds to accommodate three riders;
  - iii. The device is configured so that riders are seated side-by-side, not front to back; and
  - iv. Riders remain seated in the built-in seats while being towed.

**2. Number of Riders or Devices Towed.** Powerboats may only tow **one rider or device** at any time, except in connection with an exhibition approved by Corporation.

**3. Loading Towed Devices.** Towed devices may not be loaded to exceed the maximum capacity specified by the manufacturer.

### 4. Proximity to Towed Riders, Devices, or Boats.

- a. Boats may not follow within 300 feet of a towed rider.
- b. Boats must keep at least 100 feet from any towed rider, device, or boat.
- c. Boats may not cross within 200 feet in front of a Powerboat that is towing any device, person, or boat.

**5. Required Observer.** A Powerboat towing a rider must have on board, in addition to the Operator, a competent observer of at least seven (7) years of age. The observer must hold an orange flag high in the air when:

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- a. A towed rider is in the water; or
  - b. A towline is in the water.
6. **Personal Flotation Devices.** Persons being towed by a Powerboat must wear a USCG approved personal floatation device.
  7. **Towlines.** Towlines may not exceed **75 feet** in length. Towlines may not be dragged behind a Boat when a rider is not being towed or preparing to be towed.
  8. **NO WAKE Zones.** Riders may not be towed in NO WAKE zones.
  9. **Dropping Skis.** Ski drop-offs must occur along the buoy line.
  10. **Night-Riding.** Riders may not be towed by a Powerboat at any time before sunrise or after sunset, except in connection with an exhibition approved by the Corporation.
  11. **Reckless or Negligent Towing and Riding.** No person shall ride any water skis, wake board, or towed device in a reckless or negligent manner. A person being towed may not intentionally spray another craft and/or its occupants. No person shall tow a water skier, wake boarder or other towed rider in a reckless or negligent manner.

## Non-Powerboat Operating Rules

Boats other than Powerboats must remain inside the buoy line at all times unless:

1. the Boat is a **sail boat**;
2. the Boat is **directly crossing the Lake**, and persons in the Boat are wearing either an orange ANSI-approved High Visibility Safety Vest or an orange ANSI-approved High Visibility Life Jacket;
3. the Boat is **directly crossing** the Lake and is accompanied by a Powerboat; or
4. the Boat is a **rowing scull** and persons in the Boat are wearing either an orange ANSI-approved High Visibility Safety Vest or an orange ANSI-approved High Visibility Life Jacket.

## Boating Safety Recommendations

Lake Users must comply with the following recommendations to the fullest extent possible:

1. Motors should be turned off when a Powerboat is stopped to pick up a rider or take in towlines.
2. A person who falls while being towed behind a Powerboat should raise a ski tip or lift an arm in the air to (a) signal that he/she is okay and (b) warn other Powerboats of his/her presence.

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3. Towlines should never be wrapped around any part of the body.
  4. Powerboats used to tow a person or object should be equipped with a mirror that allows the Operator to see the person or object towed without turning away from the direction of travel.
  5. Persons towed on inflatable devices should wear appropriate safety helmets.
  6. When boating in cold water, life jackets should be worn at all times. Cold water can numb extremities and limit reflexes quickly, making it difficult to put on a life jacket.
  7. All persons riding in a Boat should remain seated while the Boat is in operation.
  8. Canoes, kayaks and pedal boats should fly a red flag at least five (5) feet above the water at all times.

## Accidents: Duties and Reports

In the event of an accident that results in **property damage**, **injury**, or **death**, witness and Operators must comply with the rules of this section.

1. **Operator Duties.** The Operator of any Boat involved in an accident must stop his/her Boat immediately and remain at, or as close as possible to, the scene of the accident in order to comply with the following requirements:
  - a. Render assistance and call for medical care (if necessary);
  - b. Provide (i) the Operator's name and address, (ii) the Operator's Boat License number, and (iii) the names and addresses of the Operator's Boat's occupants, to parties involved in the accident; and
  - c. If property was damaged, and the property owner is not available, leave the Operator's name and address for the property owner.
2. **Witness Duties.** A witness to an accident must provide his/her name and address to parties involved in the accident.
3. **Duty to Report.** The Operator of a Boat involved in an accident must provide a complete written report of the accident to the Oregon State Marine Board ("OSMB") and the Corporation within **48 hours** of the accident. If the Operator of the Boat is physically incapable of making report, and another Boat occupant was present at the accident and is capable of making a report, then the occupant must provide a report to the Corporation and the OSMB. If the OSMB or the Corporation finds that the report is insufficient, the Operator may be required to file a supplemental report. In addition, the OSMB or the Corporation may require a witness to provide a report of the accident.

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## Enforcement

1. **Application of the Lake Rules.** All Lake Users must comply with the Lake Rules. Shareholders and Easement Members will be held responsible for actions and inactions of sponsored tenants, family members, and guests.
2. **Lake Patrol.** The Lake Patrol is responsible for enforcing the Lake Rules and has the authority to issue citations and to impose penalties to carry out its obligations.
3. **Compliance with Lake Patrol Instructions.** Failure to comply with the Lake Patrol's instructions in the manner specified below is a violation of the Lake Rules and may result in additional penalties.
  - a. Lake Users must comply with all reasonable instructions of the Lake Patrol.
  - b. Lake Users may not address the Lake Patrol using abusive language or cause, or threaten to cause, physical harm to a member of the Lake Patrol.
  - c. Lake Users consent to (i) being stopped and detained by the Lake Patrol and (ii) having their Boat boarded and inspected by the Lake Patrol, when the Lake Patrol is acting to enforce the Lake Rules.
4. **Safety Committee.** The Corporation may designate a Safety Committee consisting of three or more persons. The Safety Committee has authority to:
  - a. Impose penalties for violations of the Corporation's rules and regulations;
  - b. Establish rules or guidelines for the imposition of penalties; and
  - c. Review citations or penalties on appeal.
5. **Appealing a Citation Before the Safety Committee.**
  - a. Request for Appeal. A lake user may appeal a citation by filing a Request for Appeal with the Safety Committee within 14 days of the issuance of the citation. The Corporation shall make Request for Appeal forms available at the Corporation's office.
  - b. Appeal Hearing. Appeal hearings shall be informal. The Safety Committee will hear, in the following order, the Lake Patrol, witnesses (if any), and the interested parties.
  - c. Finality. The decisions of the Safety Committee shall be final. There shall not be a right of appeal of disputed citations or sanctions to the Board of Directors of the Corporation.
6. **Penalties.** The Corporation may take one or more of the following actions in response to a violation of the Lake Rules by a Lake User:
  - a. Suspend or revoke an Operator's License, a Boat License, or both. Licensing fees will not be refunded in the event that a license is suspended or revoked.

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- b. Assess a fine in an amount up to \$5,000.
  - c. Suspend or revoke other Lake Privileges.

**7. Failure to Pay Fine or Comply with Corporation Direction.** The Corporation may impose additional penalties based on a Lake User's:

- a. Failure to pay a fine as required; or
- b. Failure to comply with the Corporation's directions regarding penalties.

**8. Application of a Penalty to the Boat.** Citations and penalties (including suspension and revocation of a license) applied to a licensee shall apply to the Boat license as well. For example, if a child of a shareholder receives a citation, that citation will apply to the Boat on which the violation occurred.

**9. Discretion of the Lake Patrol and the Safety Committee.** The Corporation may grant broad discretion to the Lake Patrol and the Safety Committee to make determinations and exercise their judgment.

People with limited operator licenses (ages 12 to 15) shall be allowed only half of the number of violations allowed for people with standard operator licenses.

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## COVENANTS AFFECTING USE

1. The use and enjoyment of the Lake and the rights and privileges of property owners are governed by the following covenants, rules, and regulations:
  - (i) Warranty Deed with Covenants from Oregon Iron and Steel Company to the Lake Oswego Corporation, dated July 15, 1942, recorded July 27, 1942 at Book 296, page 240, Records of Clackamas County, Oregon;
  - (ii) Declaration of Intent from Oregon Iron and Steel Company to the Lake Oswego Corporation, dated December 20, 1945, recorded at Book 358, page 675, Records of Clackamas County, Oregon;
  - (iii) Lake Oswego Corporation Declaration of Protective Covenants, Conditions and Restrictions, dated February 1984, recorded December 1986 at Fee Number 8650165, Records of Clackamas County, Oregon;
  - (iv) Amended and Restated Lake Oswego Corporation Declaration of Protective Covenants, Conditions and Restrictions, dated August 23, 1991 and recorded August 23, 1991 at Fee Number 9142675, Records of Clackamas County, Oregon;
  - (v) Other rules, regulations, guidelines, and covenants, adopted or changed from time to time by the Corporation.
- b. **Lake Privileges.** Eligibility for Lake Privileges is determined by reference to historical documents, including those above-listed. The Corporation may charge a fee to determine eligibility. No property owner has the right or power to create additional Lake Privileges. No access to the Lake may be created or exercised by third persons over or across easements or uses of a property owner's property.
- c. The Amended and Restated Lake Oswego Corporation Declaration of Protective Covenants, Conditions and Restrictions, dated August 13, 1991, is reprinted in **Appendix B.**

## APPENDIX A

### EASEMENT MEMBER AND ASSOCIATION RULES

The following rules are intended to highlight the obligations of Easement Associations and Easement Members. These rules are not inclusive.

#### Definitions:

**“Easement Member”** means the principal resident of a single-family residence with deeded easement rights who (i) occupies and resides at the property with deeded easement rights and (ii) is in good standing with his or her Easement Association. If there is no occupying tenant, the property owner is deemed to “occupy and reside” at the residence.

**“Family”** means an Easement Member’s spouse, parents, children, grandchildren, and any relative living with the Easement Member.

**“Guest”** means any person invited by an Easement Visitor to visit an Easement Lot other than the Easement Member’s Family.

#### Security and Limited Access:

**Fencing.** Easement Lots must be surrounded with fencing that meets standards for security and design established by the Corporation.

**Gates.** Gate(s) that provide access to an Easement Lot must be closed and locked at all times when not in use.

**Limited Access.** Only Easement Members may have a key or other form of access to Easement Lots. Easement Associations must ensure and provide annual demonstration that that access is limited to Easement Members in good standing.

**Distribution of Keys.** Only **two** keys may be issued to the household of an Easement Member, unless the Easement Association has an alternate access control plan that has been approved by the Corporation.

**Family and Guest Access:** Easement Members are responsible for the conduct of their Family and Guests. Likewise, Easement Associations are responsible for the conduct of their Members and their Members’ Family and Guests.

**Guests.** Guests must be accompanied at all times by an Easement Member.

**Children.** No child under 16 years of age may use an Easement Lot unless:

- The child is accompanied by an adult Easement Member;
- The child is accompanied by an adult member of the Easement Member’s Family; **or**

- The child is a member of the Easement Member's Family and is accompanied by a nanny, au pair, or other adult qualified to supervise the child.

### **Facilities:**

Open pit fires are not allowed on Easement Lots.

Docks, floats, and other facilities must be maintained in a safe manner and in good condition. Unmaintained facilities must be removed.

Easement Lots must be landscaped and maintained in an attractive and safe manner consistent with surrounding properties as determined by the Corporation.

Floatation devices, water toys, and similar devices must be stored in a neat and orderly manner and, when possible, stored so that they are not visible offsite unless in use.

### **Safety and Sanitary Requirements:** Easement Associations must provide the following:

Sanitary and operational facilities approved by the Corporation;

One U.S. Coast Guard-approved safety ring buoy with 100 feet of nylon line; and

A copy of the Corporation's "***Easement Association and Member Rules***" (contained in this section) and the "***Lake Rules***" posted in a conspicuous place behind a waterproof, transparent cover.

**Improvements to Easement Lots:** An Easement Association must receive approval from the Corporation pursuant to Chapter 2 (Waterfront Construction) before making any improvement to an Easement Lot. Approval is required for both upland and in-water improvements, which includes but is not limited to cutting trees, grading, and building walls, fences, docks, or any structure.

**Noise:** Gatherings that, due to their size or character, generate noise that would be offensive to the ordinary sensibilities of neighboring property owners, or that unreasonably interferes with public peace and comfort, are prohibited on Easement Lots. Persons using Easement Lots must comply with the City Of Lake Oswego's noise ordinances.

### **Water Activities:**

***Floating Devices.*** Unlicensed floating devices may not be operated outside of the buoy line or beyond the extensions of the sidelines of the Easement Lot, unless the device is pulled behind a licensed boat.

***Exercise ("Lap") Swimming.*** Exercise swimming may occur beyond the extensions of the sidelines of the Easement Lot ***only if*** the swimming originates from the Easement Lot, complies with the Corporation's "***Lake Rules***," and does not result in noise that may be offensive to the ordinary sensibilities of neighboring property owners or that unreasonably interferes with public peace and comfort.

**Other Swimming.** All swimming other than exercise swimming must occur within the area bounded by the extension of the sidelines of the Easement Lot and comply with the Corporation's "**Lake Rules.**"

**Curfew:** The curfew for Easement Lots is **10 p.m. to 6 a.m.**. The curfew applies to any use or occupancy of Easement Lots, other than quiet access to and from boats moored at the Easement Lot.

**Alcohol:** Excessive consumption of alcoholic beverages is **not allowed** on Easement Lots. **No** consumption of alcoholic beverages by minors is allowed.

**Fireworks, Firecrackers, or Explosives:** Fireworks, firecrackers or explosives of any kind may not be used in, on, or in connection with any Easement Lot or associated improvements. This includes the refueling of boats with flammable liquids on or in the vicinity of Easement Lots or associated improvements.

## APPENDIX B

### AMENDED AND RESTATED LAKE OSWEGO CORPORATION DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

LOC owns fee title to substantial portions of the rim of Oswego Lake, the lake bed of Oswego Lake, and certain properties abutting Oswego Lake, located in Clackamas County, Oregon. Persons who by recorded instruments hold privileges or access rights to use Oswego Lake and LOC property hold and exercise their privileges and rights subject to the restrictions and limitations from time to time placed on those privileges and rights by the grantors of those privileges and rights, and by LOC. In addition to the limitations placed upon those privileges and rights by the recorded deeds and restrictions, LOC has from time to time executed and published unrecorded rules and regulations relating to the health, safety and welfare of all authorized users of Oswego Lake.

LOC desires to declare the following additional rules, regulations and restrictions relating to lake privileges and access rights for the benefit of authorized users of Oswego Lake. This Declaration amends and restates that Declaration recorded in the records of Clackamas County, Oregon, at File No. 8650165, but does not revoke that prior Declaration. A person who fails to observe the following rules, regulations and restrictions, which may be amended from time to time, may be denied the privilege of exercising his or her privileges and rights.

Now, therefore, LOC hereby declares that LOC Property, as hereafter described, and Oswego Lake are held and shall be used by authorized users subject to the following rules, regulations and restrictions of this Declaration, in addition to those which may have been previously recorded or adopted.

#### ARTICLE I - DEFINITIONS

**1.1 “Declarant”** shall refer to the Lake Oswego Corporation as the owner of the Lake bed of Oswego Lake, the Lake Oswego Rim Property and the Easement Areas, who by separated agreement have delegated to LOC authority to deal with their property with respect to lake privileges and access rights.

**1.2 “Declaration”** means this Declaration of rules, regulations and restrictions, recorded in 1986 at File No. 8650165, Records of Clackamas County, Oregon, as the same may be amended from time to time by the Declarant, acting by and through its Board of Directors.

**1.3 “Easement Areas”** shall mean that real property owned by the Declarant which is subject to access rights, lake privileges or other permits, which is more particularly described in Schedule A, Paragraph II of the Master Conveyance together with other areas subject to easements for lake privileges which Declarant areas owns or elects to recognize with recorded covenants.

**1.4 “Holder”** means the person or persons vested with legal title to real property which is benefited by a Lake Privilege, or if such real property is sold by contract, then the contract purchaser.

**1.5 “LOC Property”** means Lake Oswego Rim Property, Easement Areas and Lake Oswego Swim Areas and any other property now or hereafter owned by LOC and includes without limitation the property described in Schedule A of the Master Conveyance.

**1.6 “Lake Oswego Rim Property”** means those parcels of land located under or surrounding Oswego Lake which are now or hereafter owned by LOC, but excluding the Easement Areas.

**1.7 “Lake Oswego Swim Areas”** means the City of Lake Oswego Swim Area, located at the eastern end of the East Arm of Oswego Lake, which is designated for use for swimming by all holders of Lake privileges and residents of the City of Lake Oswego; and the Lake Grove Swim Park, designated for use only by owners whose property lies within the boundaries of the Old Lake Grove School District.

**1.8 “Lake Privileges”** means those privileges and access or easement rights to use LOC Property or Oswego Lake granted by previously recorded instruments exclusively to occupants of the principal residence on **(i)** each lot surrounding Oswego Lake or **(ii)** on lots in certain upland subdivisions.

**1.9 “Lot”** means a legally platted lot now existing or hereafter created by partition, subdivision, planned unit development or by any other means, and which is benefited by a Lake Privilege.

**1.10 “Master Conveyance”** shall mean that Warranty Deed with covenants from Oregon Iron and Steel Company to LOC, recorded at July 27, 1942 at Book 296, Page 240, Records of Clackamas County, Oregon, as further amplified by Declaration of Intent from Oregon Iron and Steel Company to LOC dated December 20, 1945, recorded at Book 358, Page 675, Records of Clackamas County, Oregon

## **ARTICLE II - LAKE PRIVILEGES**

**2.1 Lots.** For Lots existing on January 1, 1986 and for Lots created after the date of this Declaration by partition, subdivision, planned unit development or by any other means, one Lake Privilege shall be recognized and exercisable only if the Lot:

**(i)** abuts LOC Property or privately held rim property, and has at least 60 feet of frontage on the common property line with LOC Property or other privately held rim property, or abuts Oswego Lake and has at least 60 feet of shoreline on Oswego Lake; and

**(ii)** the Lot is either **(i)** unoccupied but of sufficient size to legally construct a single-family dwelling, or **(ii)** used for only one single-family dwelling for residential purposes; and

**(iii)** for purposes of this Section 2.1, if a lot with an existing Lake privilege is divided into portions by subdivision, partition or lot-line adjustment, or other legal process or conveyance, then each divided portion, including any remainder of the preexisting lot remaining after a division, must comply with the limitations of this Section 2 before a Lake Privilege will be recognized or exercised by that portion.

If a Lot is divided, created or remaining portion does not satisfy the provisions of Section 2.1 (i), 2.1 (ii), 2.1 (iii), then that Lot and any portion thereof will have no right to launch a boat onto, or moor a boat on, or operate a boat on Oswego Lake or exercise any other Lake Privilege, including any right to use an Easement Area. This provision is not intended to deny the exercise of a Lake Privilege by a Lot which satisfies each and every one of the following criteria **(i)** in January of 1986 existed with less than 60 feet of frontage, **and (ii)** in January of 1986 was improved with one single-family residence, **and (iii)** in 1986 was paying assessments to LOC validly held stock in Oswego Lake, and was exercising a Lake Privilege recognized by LOC **and (iv)** which was not and is not since January 1986 hereafter subdivided, partitioned or otherwise adjusted or divided.

**2.2 Restriction.** Property improved with zero lot-line subdivisions, condominiums, apartments, townhouses, attached dwellings or other multi-family complex or attached housing projects, shall not have Lake Privileges nor shall Lake Privileges continue to be exercised or recognized with respect to such property during the period of such status, improvements or use.

**2.3 Easement Areas.** If a Lot's Lake Privileges may be exercised solely through an Easement Area (see Section 3.2b), and if that Lot, including any portion thereof created by or remaining from subdivision, partition or lot-line adjustment or otherwise, does not satisfy the criteria of Section 2.1 (ii) above, then at the discretion of the Board of Directors of LOC, the Lake Privilege or other access to Oswego Lake claimed by persons benefited by such creation, or of the owners of the existing Lot from which a non-complying lot was created, shall not be recognized and the Lake Privilege or other claimed access to Oswego Lake may not be exercised for as long as such noncompliance continues.

**2.4 Other Access.** Except for access to Easement Areas validly created by deed pursuant to the Master Conveyance subject to the limitations of Section 2.3, and except as permitted by Section 2.1, no conveyance, easement, license, lease or similar privilege across any lot or other property abutting Oswego Lake, LOC Property or privately held property shall be recognized for bathing, boating or other aquatic purposes, or for visual or other shoreline recreational purposes, or for any other use of Oswego Lake, even if it was to be exercised by the holder of an otherwise valid Lake Privilege exercisable only through an Easement Area. Any attempt to create such an access shall in the discretion of the Board of Directors of LOC, in addition to any other remedy, result in non-recognition and no right to exercise, for as long as such separate conveyance or access to Oswego Lake of both **(i)** the persons benefited by such conveyance, easement, license, lease or privilege, and **(ii)** the owners of the Lot or other property from which the conveyance was created or across which the easement, license, lease or similar privilege purports to run.

## ARTICLE III

**3.1 Authorized Users.** Lake Oswego Property and Lake Oswego Rim Property may only be used by (i) a Holder of a Lake Privilege, subject to limitations of the respective Lake Privilege, or (ii) the occupying lessee of the Holder's lot subject to limitations of the applicable Lake Privilege, provided however and only so long as (a) such Holder is a shareholder in good standing in LOC, or (b) if applicable, the Holder or occupying lessee exercising a Lake Privilege is a member in good standing in the applicable Easement Association. If a lot is occupied by a lessee, only that lessee, and not the Holder, may

exercise the Lake Privilege. The immediate family and short-term guests of the Holder, or of the occupying lessee, as applicable, may also use the Lake subject to the limitations of the respective Lake Privilege; the Holder and occupying lessee are responsible **for supervising** the use of such persons.

**3.2 Access and Authorized Uses.** Subject to the limitations of Section 2, actual access to and use of LOC Property and Oswego Lake is further limited as follows:

- (a) Holders whose Lots abut the shoreline of Oswego Lake or Oswego Rim Property are permitted to fish and swim and launch small, hand-carried and properly licensed recreational boats, such as canoes and inflatables, from their Lots over Lake Oswego Rim Property or the shore of their Lot, and to use the property described in 3.2(c), below.
- (b) Holders whose Lake Privileges are limited to use of Easement Areas may use such Easement Areas for swimming, boating, barbecuing, and picnicking uses pursuant to rules and regulations promulgated by the Easement Association and pursuant to this Declaration, and to use the property described in 3.2(c), below provided their respective Easement Areas have operational and approved sanitary facilities.
- (c) All other holders of Lake Privileges are limited to use of Lake Oswego Swim Areas (except as to Oswego Lake Swim Park, which is reserved for residents whose Lots are within the boundaries of the Old Lake Grove School District) and the boating ramp maintained by LOC for all holders of Lake Privileges provided boating will only be permitted if such holders can demonstrate that he or she has access to operational and approved sanitary facilities on terms satisfactory to LOC in its sole discretion.
- (d) All users of LOC Property and Oswego Lake are further limited by the rules and regulations promulgated from time to time hereafter by LOC, including measures to control or limit the number of boats actually using Oswego Lake during any particular period or periods.

**3.3 Structures.** No person may construct, install, attach or permanently float on LOC Property or Oswego Lake any structure or other improvement of any kind, including without limitation boat houses, boat docks or piers, signs or any other thing, or change or alter any such structure without the prior, express written approval of the LOC Board of Directors or any committee delegated such responsibilities by the Board. Any application or request for such approval shall be in writing and shall be accompanied by plans and specifications showing the nature, kind, dimension, colors, materials and location of the structures, improvements, changes and alterations.

**3.4 Utilities.** No electric power line, telephone line, gas line, storm sewer, pole, antenna, television dish, tower or other utility, communication, or service line or equipment shall be erected, placed or maintained on LOC Property without the express, prior written approval of the LOC Board of Directors.

**3.5 Pollution.** Owners of Lots benefited by Lake Privileges shall be responsible for any pollution of Oswego Lake or LOC Property arising from their use of their Lots, Oswego Lake or LOC Property. The term **“pollution”** shall include without limitation the

accumulation, dumping or discharge of yard rakings, dirt, gravel, other fill or siltation whether resulting from construction, landscaping work, rubbish, trash, garbage, animal waste or any other waste, or other sources or activities, and the growth of pestilent plant life such as aquatic weeds and Eurasian water milfoil. Owners of Lots shall not use lighting offensive to boaters or other owners of Lots bordering Oswego Lake, and shall restrict lighting visible from Oswego Lake or from other Lots to shielded lighting directed at such owner's own Lot.

**3.6 Liens.** No owner of a Lot or other authorized use of Oswego Lake or holder of Lake Privileges shall permit or cause any lien, such as a construction lien, materialman's lien, or any other lien or encumbrance, to attach to LOC Property or Oswego Lake. In connection with granting approval for the construction of any structure or other improvement on LOC Property, LOC may require any disclosure and security that it, in its sole discretion, deems desirable to assure that no such lien shall attach, and may impose liability, workmen's compensation and other insurance requirements in connection with construction in any particular instance.

**3.7 Maintenance.** Improvements or other structures of any kind erected on LOC Property shall be maintained in good repair so as not to create a hazard, potential hazard, or a condition which with time will ripen into a hazard or potential hazard.

**3.8 Completion of Construction.** The construction of any improvement or structure on LOC Property shall be completed within nine (9) months following the issuance by LOC of any permit authorizing such construction so as to present a finished appearance when viewed from any angle.

## **ARTICLE IV - ASSESSMENTS**

By previously recorded instruments, stock subscription agreements and bylaws of LOC, as well as rules and regulations promulgated from time to time by LOC, LOC has the power to assess the holders of Lake Privileges for the benefit of all persons using Oswego Lake in an amount set from time to time by the Board of Directors of LOC. Such assessments include regular, annual assessments, and special assessments to be used exclusively to promote and protect the LOC's water rights and power generation capacity, and the aesthetics, recreation, health, safety and welfare of Oswego Lake and those with Lake Privileges in Oswego Lake. Holders of Lake Privileges failing to pay assessments to LOC when due may, in addition to other remedies such as suits for money or suits for the injunction, be denied the right to exercise their Lake Privileges in Oswego Lake or in LOC Property by agents of LOC.

## **ARTICLE V - ENFORCEMENT**

**5.1 General.** LOC has the right to enforce this Declaration, including with limitation, the right to bring claims, actions and suits for damages, injunctions or other remedies. In addition to the foregoing remedies, in the event of failure to comply with (i) the terms of this Declaration, (ii) the Master Conveyance and the recorded deeds and restrictions affecting Oswego Lake, or (iii) the rules, regulations and restrictions of LOC promulgated from time to time, or the failure to pay assessments when due, or the encumbering of or claim against the property of LOC, LOC shall have the right to terminate, limit or deny the exercise of Lake Privileges or access rights, and impose such other penalties, fines or remedies as the

Board of Directors of LOC shall deem appropriate, including without limitation restricting access to LOC Property by fence or barrier.

**5.2 Access.** LOC may at any time enter upon LOC Property or abutting property and remove any improvement or structure, or repair the same, which is in violation, or to remedy any other violation of any provision of this Declaration, any recorded deed or restriction or any other rule and regulation promulgated by LOC, without being deemed to have trespassed or otherwise violated any right of the holder of the Lake Privilege. The cost of any maintenance, repair or removal may, at the election of the Board of Directors of LOC, be added to and become a part of any assessment levied by LOC on the holder of such Lake Privilege, or be generally assessed among all members of LOC.

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

**6.1 Term.** These rules, regulations and covenants shall be binding upon all owners and users of Lots of Lake Privileges or any persons claiming under them, until amended, modified or revoked by the LOC.

**6.2 Severability.** Each provision of this Declaration shall be deemed independent and severable, and invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

**6.3 Limitation of Liability.** LOC, any officer of LOC, its Board of Directors or any member thereof, any member of any committee of LOC, and any agent of LOC shall not be liable to any holder of Lake Privileges or any other person, for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by LOC, its officers, its Board of Directors or any member thereof, a member of such committees, or such corporation's agents, unless the claimant can establish clearly convincing evidence that such persons and entities have acted in bad faith based upon the actual knowledge possessed by them.

**6.4 Recovery of Expenses.** In its enforcement of this Declaration, LOC may recover all its costs in connection with such enforcement from the offender, including without limitation a reasonable attorney's fee whether or not suit is filed, and on any appeals if appeals are filed.

**6.5 Waiver.** Failure of LOC to impose any requirement or enforce any provision of this Declaration in any particular instance shall not be deemed or constitute a waiver of LOC's right to impose such requirements or enforce any provisions in that instance or any other instance.

This Declaration was adopted by the Board of Directors of LOC in April, 1991.