

# By-Laws of the Alder Point Club Association

Adopted *March 16<sup>th</sup> 2021*

## 1. Purpose

The purpose of this Association, which is a non-profit corporation organized under the laws of the state of Oregon, shall be the management, development, and improvement for boating and other approved recreational purposes of Lots 345, and 346, Alder Circle, Lake Oswego, Oregon, in which the members of this association are the grantees of an easement.

## 2. Membership

- 2.1 Membership eligibility in the Association shall be limited to **residents** of easement [eligible properties](#) as defined by the Lake Oswego Corporation's Easement Rules and Regulations. In determining the right to membership in this association, parties purchasing, leasing, or renting property shall be deemed owners, but only parties in actual possession of property and/or their household members shall be entitled to the use of the easement. Any new owner, lessee, or renter of an eligible property as defined by the Lake Oswego Corporation may join the association at any time after their possession of the eligible property upon payment of the initiation fee, annual dues, and any Lake Oswego Corporation fees in accordance with Section 6 of these by-laws.
- 2.2 A member is a eligible resident per Section 2.1, whose household is current on all required dues and fees per Section 6, whose household has signed and submitted Addendum C, as well as any forms or agreements as required by the Lake Oswego Corporation (such as the annual [Registration For Lake User form](#)).
- 2.3 A current member in good standing who directly moves to another property within the easement boundary may remain a member and retain all rack and slip assignments, waiting list status, officer position, and all other membership privileges so long as they maintain all other requirements of membership and are continuous residents within the easement boundary.
- 2.4 Members in good standing residing at a property they owned, who need to become inactive do to a need to temporarily move from the property, have the one-time privilege of going inactive for up to three years, then resuming membership without a new initiation fee being paid provided all other membership requirements have been met and they maintained continuous ownership of the eligible easement property. The Executive board, at its discretion may allow a member under different circumstances to become inactive for up to 3 years providing the member maintains continuous ownership of the

property (such as if a member was being treated for a serious disease). The member who goes inactive will be placed on all Waiting Lists as a new member, if they so choose to, upon reactivating membership.

## 2.5 Membership Privileges

- 2.5.1 Boat slips, paddle boards racks, kayak racks, and canoe spots may be occupied only by members in good standing who have paid the slip or rack fee.
- 2.5.2 All members who are not currently registered as boaters, and who have expressed an interest in being boaters are registered on the Boaters Waiting List. This list shall be maintained by the President. Members on the list are listed by order of the date upon which they have emailed (or written) that they want to be on the boaters Waiting List.
- 2.5.3 Open powerboat slip assignments are based on seniority of boating membership. Longest seniority of boaters has the first choice of each *open* slip. Dues must be received by no later than May 1<sup>st</sup> or a boater may lose their boater's seniority, and when their dues are paid, will be the lowest seniority boater.
- 2.5.4 Members requesting slip or rack space must notify the President by email (or in writing).
- 2.5.5 Boat slips may be exchanged between boat slip members by agreement between those members, and with the approval of the President.
- 2.5.6 Should the need arise, a waiting list for a rack or canoe spot shall be created and maintained by the President. Members on the list are listed by order of the date upon which they have emailed (or written) that they want to be on the waiting list for a rack or canoe spot.
- 2.5.7 Spots for canoes and racks for kayaks and paddle boards will be configured as follows:
  - 2.5.7.1 Canoes will be placed, single level along the fences the sides of the easement
  - 2.5.7.2 Kayaks will remain on the freestanding racks. The president will work with the membership to assign spaces.
  - 2.5.7.3 Paddle boards will go on the racks along the east fence. The president will work with the membership to assign spaces.
- 2.5.8 Boat slip and rack assignments not occupied consistently June 1 through September may be reassigned. Temporary absences from assigned space for holidays, family trips, or boat repairs shall not be cause for loss of dock privileges, but the President must be notified if the absence is to be longer than 21 days.
- 2.5.9 Rules promulgated by the Executive Board and posted at the easement or given or mailed to members shall be followed by all users. FAILURE TO COMPLY MAY BE GROUNDS FOR CANCELLATION OR SUSPENSION OF THE ABOVE PRIVILEGES.
- 2.5.10 Easement property or dock surfaces are not to be used for storage of personal belongings or equipment of any kind other than allowed as stated in these bylaws. PERSONAL BELONGINGS AND EQUIPMENT SHALL BE STORED OFF-SITE OR

WITHIN A BOAT. The exceptions to this being items stored per section 2.4.1 and small items such as PFDs, paddles, and fishing gear that are stored in the easement storage shed or in a boat, kayak, or canoe.

- 2.6 Each member household is required to sign Addendum C that they, members of their household, and guests agree to follow the current Alder Point Club By-Laws and Lake Corporation Easements Rules & Regulations (Addendum A).

### 3. Meetings

- 3.1 Each family of the membership in good standing is entitled to ONE membership vote.
- 3.2 The Annual Meeting of the Association shall be held before March 31<sup>st</sup> of each calendar year, at a time, place, and date to be determined by the President and approved by a majority of the board, for the purpose of electing officers and transacting other business.
- 3.3 Each member (household) of the Association shall be given written notice of the Annual Meeting, transmitted by e-mail or other means at least 10 days prior to the date thereof.
- 3.4 As necessity arises, special meetings of the Association may be called by the President, or by a majority of the Executive Board (section: 4.1), or by any Association member, who obtains 40% of the membership's signatures on a petition presented to the Board, and written notice to the membership of such special meetings shall not be required.
- 3.5 Meetings of the Executive Board may be called by the President without the necessity of written notice.
- 3.6 Thirty-three percent of the membership of the Association shall constitute a quorum for the transaction of business at the Annual or Special Meetings.

### 4. Officers

- 4.1 Officers of the Association will consist of the President, Vice President, Secretary, and Treasurer, called the Executive Board, and who shall also serve as Directors of the Association. At the Annual Meeting, there shall be an election of those officers or as required to fill vacancies. Officers of the Association shall be expected to serve a term of at least two years.
- 4.2 The President shall act as chief executive officer of the Association, advised and assisted by the other officers.
- 4.3 In the event the President is absent or temporarily incapacitated, the Vice President shall preside at meetings and assume the other executive duties of the President.
- 4.4 The Secretary shall record the minutes of the Annual and Special Meetings, and when so directed by the President, shall provide written or electronic notices thereof to the membership, and perform other duties as designated by the President or Executive Board.
- 4.5 The treasurer shall provide written notice to all members of initiation fees, annual dues, and special assessments. They shall deposit in a bank designated by the Executive Board

all funds paid to them on behalf of the Association, and shall make the necessary disbursements for all expenses incurred by the Association. The treasurer shall keep adequate and clear records of all funds received and disbursed, and prepare a written report of such receipts and disbursements for presentation at the Annual Meeting. All checks drawn against the bank checking account of the Association shall be signed by one officer, and withdrawals from the savings account shall be signed by two officers. Bank statements will be available electronically to both the Secretary and Treasurer.

- 4.6 A registered agent may be assigned by the Executive Board. The Registered Agent is that person required by the Lake Corporation and the State of Oregon to accept service of legal notices. The Registered Agent need not be changed at any time, but as need arises.
- 4.7 Recall of an officer will be accomplished by a vote of the membership at an Annual Meeting or a Special Meeting called per Section 3.

## **5. Management**

- 5.1 The management of the business and affairs of the Association shall be the responsibility of the Executive Board, which consists of duly elected officers.
- 5.2 Three members of the Executive Board shall constitute a quorum for the transaction of business.
- 5.3 In the event of the death, resignation or inability to serve of any officer of the Association, their unexpired term shall be filled by an appointment made by a majority vote of the Executive Board.
- 5.4 The President shall be authorized to appoint such committees as they shall deem necessary to assist them and the other members of the Executive Board in carrying out the aims and objectives of the Association.
- 5.5 The By-Laws may be amended or repealed, or additional By-Laws enacted, by a majority of those present and voting if a quorum of the members are present.
- 5.6 The Executive Board shall maintain liability insurance, if available, for themselves and for the Easement Association as a whole and keep it in force.
- 5.7 The Executive Board determines the need for maintenance and the safety of the easement facility. They are authorized to spend up to \$1000 per year without membership approval to correct these situations, and, if possible and feasible, schedule the labor to be done by members at a work weekend.
- 5.8 Any notices required by these by-laws or any notices which need to be sent for easement management may be sent by e-mail to any easement member who has provided the Secretary with an e-mail address or if no e-mail is supplied for a household, notices may be sent by U. S. Mail or personally delivered.
- 5.9 Issues requiring immediate resolution at times other than during the annual meeting will be addressed electronically via email, both outlining the issue to the membership and member voting.

## 6. Annual Dues, Special Assessments and Initiation Fees

- 6.1 There will be annual membership dues of the Association which shall be established at the Annual Meeting and shall be payable by May 1<sup>st</sup> of each year. In addition to basic membership dues, there will be an additional fee for boat owners to whom a slip has been assigned, and an additional fee for members keeping a kayak, canoe, paddle boat, or paddle board at the easement.
- 6.2 New members shall be required to pay an initiation fee as listed on the annual fee schedule, to the Alder Point Club in addition to Alder Point Club annual dues and fees. These fees are in addition to any fees may be assessed by the Lake Oswego Corporation.
- 6.3 Any member who is delinquent more than 15 days in any amount payable to the Association shall be suspended from the use of the easement pending payment in full of their obligation to the Association. A registered letter with return receipt shall be sent to inform the member that 15 days after the date of the letter, they will be dropped from membership unless their obligation has been paid in full by that time.
- 6.4 Special assessments of fees for rules violations may be considered and established at the Annual Meeting.
- 6.5 Members are also required to pay any fees assessed by the Lake Oswego Corporation.

## 7. General

- 7.1 Guests must be accompanied by an easement member. Members are responsible for the actions of their children and their guests.
- 7.2 ***Members are expected to be courteous, work together, and share resources (such as picnic tables) and spaces so that all members may enjoy the use of the Easement. We enjoy being a small, happy, and peacefully coexisting community.***
- 7.3 All members of the Association, their families and their guests shall conduct themselves in accordance with the Rules, Regulations and By-Laws of both the Lake Corporation (<https://lakecorp.com/info/forms-publications.html>), Lake Corporation Easements Rules & Regulations (Addendum A), and the Alder Point Club Association By-Laws (this document). **Violation of the Rules, Regulations, and By-Laws may result in suspension or expulsion from the easement by a quorum of the board.**
- 7.4 **All members are expected to help with ongoing clean-up and policing of the easement facility, and to advise the Lake Patrol (503-810-5411) or easement officers of trespass or other violations which could be hazardous or detrimental.**
- 7.5 All members and their guests shall INDEMNIFY AND HOLD HARMLESS the Alder Point Club Association (including, but not limited to, its members, executive board, and representatives) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, in connection with a member or guest's use, activities, or involvement at or with the Alder Point Club

Association and easement from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of the Alder Point Club Association, its members, or its executive board.

- 7.6 Members are required to participate in at least one clean up party or be able to show substantial clean up activity on their part, or pay a fine to be determined at the annual membership meeting.**
- 7.7 Fireworks and any other explosive devices are prohibited at the easement.
- 7.8 Pets are permitted, but as a courtesy, should be on leash when in the presence of other members and guests. Members must clean up after their pets.
- 7.9 The general purpose/small boat launch dock attached to the swim dock will be used for launching small craft, but not for storage or tie-up of such craft.
- 7.10 Members and guests are never to board, or tamper with any boat docked at the easement that is not theirs.
- 7.11 Improvements or changes made to individual boat docks must be appropriate to the easement and made at the members' expense. Any improvements or change must be reviewed and approved by the executive board, and if necessary, have the approval of the Lake Corporation Management (such as Addendum B).
- 7.12 Items brought to the easement for the benefit of all – grill, fire pit, storage containers, etc. must be approved by the executive board or vote of the membership prior to placement at the easement.
- 7.13 All members are expected to completely clean up after themselves. Place trash, yard waste and recycle items in the proper containers. Assure that all family members and guests are familiar with proper placement of these items.**
- 7.14 While we do provide trash service during the summer months, it would be helpful if you picnic or have a large gathering to please take your trash back home.
- 7.15 As a courtesy to the membership, and to avoid possible conflicts, the members need to inform the President of any planned parties or other large gatherings.
- 7.16 Members are expected to assist with any needed maintenance and notify the president of any damage, maintenance, or repairs that are needed.



# Addendum A:

## LAKE CORPORATION EASEMENTS RULES & REGULATIONS

(For most current Rules & Regulations see: <https://lakecorp.com/info/forms-publications.html>)

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 (A) occupies and resides at the property with deeded easement rights and (B) is in good standing with his or her Easement Association.

**“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.

# **Addendum B:**

## **RESOLUTIONS OF THE ALDER POINT EASEMENT ASSOCIATION Boat Lift Policy**

On April 11, 2016 the general membership of the Alder Point Club passed a resolution to allow boat lifts. In order to further clarify the implementation of boat lifts at the easement the Board of Directors of the Alder Point Easement Association adopted the following resolution at a meeting of the Board conducted on September 28, 2016:

WHEREAS, the procedures of the Association including certain policies, procedures, regulations and guidelines is modified from time to time;

WHEREAS, the Board of Directors desires to create a policy with regards to boat lifts; and

WHEREAS, the Board of Directors approves the Boat Lift Policy outlined as follows:

- Boat slips 1- 5 will be allowed the option to install a boat lift at their expense
- Boat slip 6 will be allowed the option to install a boat lift at their expense, but the boat must either not have a tower or the tower must be kept in the down position while on the lift.
- All lifts must be completely underwater, except the bunks when in the up position. No guides or canopies are allowed on any lift.
- All boat lifts must be kept in good working order at all times

NOW, THEREFORE BE IT RESOLVED that the Association adopts the above procedure with regards to boat lifts.

# Addendum C:

## Alder Point Membership Agreement

I hereby state that I have read, fully understand, and agree to the rules and regulations stipulated in the Lake Oswego Corporation Rules & Regulations Handbook (<https://lakecorp.com/info/forms-publications.html>)

Easement Member Name: \_\_\_\_\_

Easement Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Easement Officer Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby state that I have read, fully understand, and agree to the rules and regulations stipulated in the By-Laws of the Alder Point Club Association.

Easement Member Name: \_\_\_\_\_

Easement Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Easement Officer Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_