

BYLAWS OF THE BLUE HERON EASEMENT ASSOCIATION, 2021

(In effect January 26, 1970, as Amended 1976, 1978, 1980, 1982, 1983, 1984, 1985, 1987, 1988, 1989, 1991, 1993, 1996, 2000, 2007, 2008, 2010, 2011, 2015, 2019, 2020 and 2021.

I. 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 531 and 542, Lake View Villa Plat #6, Lake Oswego, Oregon, in which the members of this association are the grantees of an easement.

II. MEMBERSHIP

1. Members are those who live within the geographic boundaries described below, who timely pay their dues, and obey the rules of the easements.

2. Membership in this Association shall be limited to the owners of real property in Lake View Villas #5, Lots 277-470; #6, lots 531-556; #7, lots 557-589; Lake Haven #1, lots 3 33; #2 lots 35-76; except vacated portions: Lake Haven Acres, lots 1-19; and tract described as "Lake Haven Extension:" Oswego Estates, lots 1-10, Block 1; and lots 1 23, Block 2; Sarah Hill Addition, lots 1-10; and Alber View Estates #2, 3, & 4, Block A; Block B only lot #4; and Block C only lots #1 & 2; Alber View, Block A, lots #2, 3, & 4; Block B, lot #4; and Block C, lots #1 & 2; and Alber View Estates, all in Lake Oswego, Oregon, as indicated in owner's deed to real property as duly recorded on the plat and map thereof on file and of record in Clackamas County, Oregon, and their successors in title. 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 enclosure. Any new owner, lessee or renter of an eligible property as defined above may join the Association at any time after their possession of the eligible property upon payment of the initiation, dues and fees, in accordance with Section VI of these Bylaws, unless the new owner, lessee or renter joins after July 31, in which case they would pay only half the current year's dues.

3. A change in the occupancy (owner, lessee or renter) of the property that determined qualification for membership terminates that membership. However, the unused portion of the current year's paid up dues may be transferred to the new occupant.

4. Boats docked in the Blue Heron Easement may have joint owners, providing that the joint owners are related by blood or marriage or cohabitation to the resident owner qualified for using the easement under Article 11.2. of the Bylaws. Each joint owner will need to submit a separate license application to the Lake Corporation.

5. A wait list of individuals seeking membership in the easement shall be maintained. To be on the waitlist the prospective member shall qualify geographically and shall pay any requested non-refundable initiation fee. If a prospective member leaves the wait list, the initiation fee shall be forfeited.

6. Any dispute regarding membership shall be decided by the easement officers.

7. Membership privileges

A. Boat docks and non-motorized watercraft racks, may be occupied only by members in good standing who have paid the dock or rack fee.

B. Dock assignments may be changed by the officers as necessary to accommodate boat width sizes and boat lifts. Pontoons are only allowed in the oversize slips (which are slips #1, #2, #3 and the slip next to the kayak launch slip #10), and must be pre-approved. Non-pontoon boats may not exceed 8'2" (98" in total) wide.

C. Assignment of docks and racks shall be made by using the following priorities:

(1) First Assigned: last year's dock or rack holders whose dues are received by the designated deadline for payment providing they have the same boat or another boat whose width does not exceed that of their previous boat.

(2) Second Assigned: Last year's dock or rack holders whose dues are received by the designated deadline for payment having acquired a new but wider boat not exceeding 8'2" (98 in total) wide IF the boat can be accommodated by the rearranging of the previous year's assignments during the once-yearly reassignment. No previous holder shall be excluded from dock rights because another member has acquired a wider boat. If the new, wider boat cannot be accommodated, the member's dock right would be relinquished until a vacancy providing enough space occurs, at which time the member shall be given priority to the newly vacant dock space.

(3) Any member seeking to store a pontoon at the easement, must wait until one of the designated oversized dock slips becomes available and they are the next in line for a pontoon slip.

D. If an unassigned space is not of adequate size for a boat belonging to an existing member or wait lister, the space may be made available to the next eligible member.

E. Docks may be exchanged between members with the approval of the President.

F. The burden of arrangements to accommodate a change in the width of a boat after the docks have been assigned is the responsibility of the member and subject to the approval of the President.

G. Space assignments will be limited to one per family unless there is a surplus, and the extra slip may be taken away in future years if applied for member.

H. Dock and rack assignments not occupied consistently June 1st 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

I. Docking privileges will be reserved for craft that has to be launched into the lake from a trailer.

J. Rack privileges will be assigned to non-motorized watercraft that can be removed from the lake without use of a trailer. They are to be launched only from the dock designated as the "small boat and swimming dock," and not tied to or rested on the dock at any time.

K. 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 EASEMENT MEMBERSHIP PRIVILEGES.

L. Easement property or boat dock surfaces are not to be used for storage of personal belongings or equipment of any kind. All personal belongings and equipment shall be stored off-site or within the boat, and not visible to the public. Boat dock surfaces cannot be altered by members without consent of the officers. No holes, cutting or any other type of alteration can be made to the dock surface or any portion of the dock without consent of the officers. Bumpers must hang from boats or cleats on the dock.

M. A member may, upon written request and approval of the President, retain the RIGHT to dock or rack space for a maximum period of one year without occupying the space providing that the member has paid all fees. Current year's dues, rack or dock fees, and any other fees or assessments must be timely paid in full. This dock or rack space then may be assigned on a TEMPORARY basis for this period of approved absence. The temporary assignment would be made based on Section II.7.c, and the temporary holder would be required to pay the dock or rack use fees for the current year. The temporary user of this space would not be considered as having a previous year's dock or rack space when the new year's docks and racks are assigned.

N. The installation and use of boat lifts is permitted subject to the following rules

(1) It is the member's responsibility for the cost of the lift, its installation, annual maintenance, and the removal of the boat lift upon leaving the membership.

(2) Lifts are to be self-sustaining (battery or solar powered). The lift may not be plugged into the easement electrical system. The solar panels or battery boxes may not block the dock walkway.

(3) Lifts may not include canopies.

(4) All lifts are to be contiguous, meaning one lift will be installed next to another lift, starting at the lake side end of the dock and working toward the road side of the dock.

(5) Requests for new lifts must be made to and approved by the easement officers before they are installed, and the officers must have the time to make any necessary re-assignment of the slips before the requested lift is installed.

III. MEETINGS

1. The Annual Meeting of the Association shall be held at a time, place and day to be determined by the President, for the purpose of electing officers and transacting other business.

2. The President shall direct the Secretary to transmit by e-mail to each member of the Association who has provided an e-mail address or by U.S. Mail, written notice of the Annual Meeting at least 10 days prior to the date thereof.

3. As the necessity arises, special meetings of the Association may be called by the President, or by a majority of the Executive Board, or by an 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.
4. Meetings of the Executive Board may be called by the President without the necessity of written notice.
5. Members of the Association present at any Annual or Special Meeting, properly noticed, shall constitute a quorum for the transaction of business at those Annual or Special Meetings and motions may carry by a simple majority.
6. Each family of the membership is entitled to ONE membership vote.

IV. OFFICERS

1. Officers of the Association will consist of the President, Secretary, Treasurer and Membership Coordinator, called the Executive Board, and who shall also serve as Directors of the Association. At the Annual Meeting, there shall be elected those officers required to fill vacancies occurring under the following schedule of tenure:
 - A. The president shall serve a term of at least one year.
 - B. The Secretary, Treasurer and Membership Coordinator will each serve a minimum of two years, with their periods in office expiring in alternate years.
2. The President shall act as chief executive officer of the Association, advised and assisted by the other officers.
3. In the event the President is absent or temporarily incapacitated, the Secretary or Treasurer shall preside at meetings and assume the other executive duties of the President.
4. The Secretary shall record the minutes of the Annual and Special Meetings, and, when so directed by the President, email notices thereof to the membership, and perform other duties as designated by the President or Executive Board.

5. An officer shall provide written notice to all members of initiation fees, annual dues and special assessments. All officers shall deposit in a bank designated by the Executive Board all funds paid to him/her on behalf of the Association. The Treasurer shall make the necessary disbursements for all expenses incurred by the Association. The Secretary shall keep adequate and clear records of all membership funds received. 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 of the Association shall be signed by two officers. Bank statements shall be mailed to the President who will review them before forwarding them to the other officers.

6. A registered agent may be appointed 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 scheduled time, but as the need arises.

7. Recall of an officer will be accomplished by a vote of the membership at an Annual Meeting or a Special Meeting.

V. MANAGEMENT

1. The management of the business and affairs of the Association shall be in the hands of the Executive Board, which consists of duly elected officers.

2. Two members of the Executive Board shall constitute a quorum for the transaction of business.

3. In the event of the death, resignation or inability to serve of any officer of the Association, his/her unexpired term shall be filled by an appointment made by a majority vote of the Executive Board.

4. The President shall be authorized to appoint such committees as he/she shall deem necessary to assist him/her and the other members of the Executive Board in carrying out the aims and objectives of the Association.

5. The Bylaws may be amended or repealed, or additional Bylaws enacted, by a majority of those present and voting if a quorum of the members are present.

6. The Executive Board shall determine the need for liability insurance for themselves and for the Easement Association as a whole and keep it in force, to be paid by the Easement. They shall also obtain a Hold Harmless Agreement from the individual members with the payment of annual dues.

7. The Executive Board determines the need for maintenance and the safety of the easement facility. They are authorized to spend up to \$800 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.

8. Any notices required by these bylaws 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 address is supplied, notices may be sent to U.S. Mail.

VI. ANNUAL DUES, SPECIAL ASSESSMENTS AND INITIATION FEES

1. There will be annual membership dues of the Association which shall be established at the Annual Meeting and shall be payable by the designated deadline for payment 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 assessed for members keeping a non-motorized watercraft at the easement.

2. New members and those joining the wait list shall be required to pay an initiation fee to the Blue Heron Easement Association in addition to Blue Heron Easement Association annual dues and fees. These are in addition to whatever fees may be assessed by the Lake Oswego Corporation.

3. Any member who is delinquent more than 15 days in any amount payable to the Association under this section of the Bylaws shall be suspended from the use of the easement enclosure pending payment in full of his obligation to the Association. Notice shall be sent to inform the member that 15 days after the date of the letter, he/she will be dropped from membership unless his/her obligation has been paid in full by that time. If the amount payable has not been received by the designated deadline for payment, membership will be terminated and dock and rack space will be reassigned, per Section 11.7.c. Amounts received after the designated deadline for payment, but within 30 days thereafter would reinstate general membership, but not dock or rack assignment. After that, a new membership application would be required.

4. Special assessments of fees for rules violations may also be considered and established at the annual meeting.

VII. GENERAL

1. There will be annual membership dues of the Association which shall be established at the Annual Meeting and shall be payable by the designated deadline for payment of each year. In addition to the basic membership dues, there will be an additional fee for boat owners to whom a slip has been assigned, and another fee assessed for members keeping non-motorized watercraft at the easement.
2. Non-members sharing the use or ownership of a boat with members shall be considered guests.
3. Guests must be accompanied by an easement member. Children under the age of 16 must be accompanied by an adult.
4. Special assessments or fees for rules violations or other needs of the Association may also be considered and established at the Annual Meeting.
5. All members of the Association, their families and their guests shall conduct themselves in accordance with the Rules, Regulations and Bylaws posted, given to or mailed to the members. Violation of the Rules Regulations and Bylaws or a delay in response to boat information may result in suspension or expulsion from the easement by a quorum of the Board.
6. The general purpose of the small boat launch dock will be used for launching non motorized watercraft and swimming, but not for storage or tie-up of any watercraft.
7. Members and guests are never to board, tamper with, sunbathe or fish or use any vessel or equipment at the Easement other than their own.
8. All members are requested to help with on-going clean-up and policing of the Easement facility, and to advise the Lake Patrol (503-636-1422) or easement officers of trespass or other violations which could be hazardous or detrimental.
9. Fires, fireworks and any other explosive devices are prohibited at the easement.
10. Improvements or material changes to individual boat docks are not allowed. Any proposed improvements or changes must be submitted to the officers in writing and if approved in writing by the executive board will be made at the member's expense.
11. The member's Lake license number must be clearly marked on all watercraft.

Date _____

Secretary _____