LAKE OSWEGO CORPORATION

Development Procedures
Effective Date: June 1, 2025

Homeowner Development Steps

Step 1: Review Guidelines

- Begin by reviewing the Residential Waterfront Construction Rules and Regulations.

Step 2: Prepare Drawings

- Create a design drawing of proposed structures with lot lines, existing structures and clear dimensions. Submit it to the Development Committee for preliminary review.

Step 3: Neighbor Review

- Meet with adjacent neighbors to review your proposed plans.
- If neighbors approve, have them sign the Building Permit form and drawings.
- If neighbors have concerns, they may email comments to Gabe.Winfrey@lakecorp.com for committee review.

Step 4: Submit Documents

- Upload your complete plans and Revocable License and Permit Form via the Smartwebs Portal.
- Application fees and deposits are collected through online payment in smart webs.
- The review process may take up to one month.

Required Plan Components:

1. **Existing Site Plan:** Show current site conditions, including seawall, property lines, and adjacent structures.
2. **Photographs:** Include color site photos before any work begins.
3. **Proposed Site Plan:** Show planned structures with seawall, property lines, and nearby structures. 3D renderings are recommended.

4. **Neighbor Signature:** Must be present on proposed site plan or email receipt confirmation included.
5. **Construction Drawings:** Include:
    - Labeled dimensions (not a scale drawing)
    - Elevations for elements exceeding 30" above lake level
    - Property and extended property lines
    - Existing docks, boathouses, significant trees, and manholes
6. **Environmental Plan:** Include silt curtains, erosion control, etc.
7. **Lighting Plan or Waiver**

Permit Approval

- Once approved, LOC will stamp the drawings and issue a permit number.
- Approval notice will be emailed and, if necessary, forwarded to the City of Lake Oswego Building Department.
- Permits are valid for one year; renewals require committee approval and a renewal fee.

Permit Holder Responsibilities:

- Ensure all contractors are registered to work on LOC property before construction begins.
- Schedule all required inspections.

Changes to Approved Plan:

- Any deviation from approved plan will require a minor variance or change order.
- Change orders will require development committee review.
- Minor variances may be granted through a variance field inspection.

Contractor Requirements

Registration Requirements:
Contractors must register as vendors with LOC prior to working on Corporation property by submitting:

1. Contractor Contact Information Sheet
2. Certificate of Liability Insurance (minimum $1M per occurrence & aggregate) with LOC listed as Additional Insured
3. Proof of Workers' Compensation Insurance (if applicable)
4. Current Contractor's License
5. Signed Waiver, Release, and Indemnity Form
6. Signed Penalty Agreement

Construction & Demolition Process

1. Preliminary Site Inspection

- Contractor is registered as an LOC vendor.
- Before starting, the site must match the approved plan and include required environmental protections (e.g., silt curtains).
- Approval is required before demolition or construction begins.

2. Secondary Site Inspection

- Once framing is complete, the applicant or contractor must request a secondary inspection.
- Upon approval, construction may proceed.

3. Final Site Inspection

- Notify the Development Committee and impacted shareholders upon project completion.
- Facilities must not be used until the final inspection is passed.
- Early use requires Development Committee exception.

4. Additional Inspections

- Additional inspections beyond standard requirements will be billed at $250/inspection, deducted from the project deposit.

5. Additional Design Reviews

- Ongoing review, meetings, or design modifications involving the applicant's contractor or designer will be billed against the project deposit.
- If the deposit falls below 50%, the owner must replenish it upon request.

For Questions or Clarifications, Please Contact:
Lake Oswego Corporation Development Committee
Gabe.winfrey@lakecorp.com

Waterfront Development Guidelines
Effective Date: June 1, 2025

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1. Permit Requirement & General Conditions

- A Lake Oswego Corporation (LOC) Facility Permit is required for all waterfront construction, installation, or modification activities on LOC Property, projects which will abut the lake, the lakebed, and adjacent waterfront areas.
- Shareholders must be current on property assessments before a permit will be issued or renewed.
- Unauthorized construction or failure to comply with permit conditions may result in removal of facilities and restoration of affected areas at the shareholder's sole expense along with fines and charges for time incurred by the LOC and the Development Committee.
- A Request for Approval form may be obtained from the Lake Oswego Corporation office.

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2. Review & Approval Process

2.1 Committee Authority and Discretion

- The Development Committee, authorized by the LOC Board, reviews all Requests for Approval and has full discretion to approve, condition, or deny applications.
- Committee approval does not imply compliance with municipal, state, or federal requirements. Applicants are responsible for securing any additional permits or approvals.
- Final decisions of the Development Committee are not appealable to the Board.
- The Committee may publish updated or replacement guidelines and is not bound by past precedent.

2.2 Considerations for Approval

The Committee evaluates applications based on:

- **Environmental Impact**: Erosion control per Clackamas County Water Environment Services Design Manual (e.g., silt fences, limited soil exposure).
- **Hazardous Material Management**: Applicants must prevent and are responsible for any hazardous material spills.
- **Structure Massing**: Mass, scale, and design compatibility with protection of navigation and sightlines.
- **Facility Type**: Only docks, boathouses, and boat lifts may extend beyond the shoreline; infill is prohibited.

3. Design & Construction Standards

3.1 Environmental Protection

- Maintain erosion control during and after construction.
- Use only approved native plants for shoreline landscaping.
- No elevation changes or dumping into the lake without prior approval.
- Infill is strictly prohibited.

3.2 Facility Design

- Facilities must not pose safety hazards or interfere with navigation.
- Only docks, boathouses, and boat lifts may extend into or over the water; other structures require explicit approval.

3.3 Docks

- Docks and decks may not exceed 16 feet beyond the seawall without special approval.

3.4 Boat Lifts

- Covered boat lifts must not exceed 13.5 feet above water level.
- Platform lifts are allowed only within enclosed boathouses.

3.5 Boathouses

- Boathouses are a privilege and are not guaranteed at all locations.
- Must be cut into the shoreline where feasible.
- Limited to 500 sq. ft. in size.
- Maximum height: 13'6" above 98.6 feet above sea level (average lake level).
- Rooftop decks require a variance and are not permitted in all areas. Rooftop decks may not exceed 10' above water at deck height and must use 36" see-through railings.
- Peaked roofs are preferred.
- Sanitary facilities (e.g., showers) and cooking amenities may be included for day use only.
- No habitable rooms, offices, or overnight accommodations are allowed.

3.6 Lighting

- Lighting must be shielded, low-profile, and directed away from the lake.
- Use timers and motion sensors where possible.
- Exposed floodlights are prohibited.
- Lighting must preserve the privacy of adjacent properties.

3.7 Additional Limitations

- Accessory Dwelling Units (ADUs) and habitable spaces are prohibited within boathouses.
- Hot tubs on LOC property must include sanitary facilities and cannot be installed on boathouse rooftops.
- New flagpoles may not be permitted on LOC property, docks, or the lakebed.
- Facilities on LOC property may not be altered or removed without LOC approval.

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4. Construction Equipment Use

- Use of barges, workboats, or lakebed construction equipment requires prior permit approval and proof of insurance.

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5. View Protection Guidelines

5.1 Purpose

To preserve direct, lake-facing views essential to property enjoyment and value.

5.2 Protected Views

- Direct outward views from primary living areas (windows, decks, main rooms).

5.3 Non-Protected Views

- Views across adjacent private property or side/rear yards are not protected.
- Views down the shoreline rather than out toward the lake are not protected.

5.4 Design Considerations

- Use step-backs, low rooflines, and transparent railings.
- New fences/hedges on LOC property may not exceed 4.5 feet.

5.5 View Impact Documentation

- Applicants may be required to submit:
    - Elevation drawings
    - Sightline diagrams
    - View studies from neighboring homes

5.6 Final Review Authority

- The Development Committee has final discretion over view impacts. Decisions are not appealable.

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6. Special Use Areas

- Lakewood Bay "Cabana Lots" may be improved for residential use subject to setback, navigation, safety, and sightline requirements.
- Refer to Cabana Covenants (Clackamas Co. Fee No. 92 37392) for details.

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7. Replacement of Damaged Structures

- Structures damaged by acts of God may be rebuilt, even if non-conforming, with Development Committee approval.
- Neighbor and affected party input will be requested and considered.

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8. Terms & Conditions

8.1 Liability Waiver

- Submission of a Request for Approval constitutes a waiver of all claims against the LOC and Development Committee regarding permit decisions.

8.2 Non-Waiver of Precedent

- Approval of one project does not establish a precedent for future approvals.

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9. Final Authority

- The Development Committee’s decisions are final and binding.

LAKE OSWEGO CORPORATION

REVOCABLE LICENSE AND PERMIT APPLICATION

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

1) That Shareholder shall pay all assessments heretofore or hereafter assessed and levied by LOC against Shareholder or Shareholder's Property.

2) To begin construction of the Improvements within six months, and to complete constructions of the Improvements within one year, from the date hereof.

3) To construct and maintain the Improvements strictly in accordance with the terms of this Permit and the final approved plans for the Improvements. If Shareholder fails to comply with this Permit, Shareholder shall, at Shareholder's own expense, repair, modify or remove the Improvements upon written demand of LOC mailed to Shareholder at the address shown above. The decision to demand repair, modification or removal of the Improvements shall be in LOC's sole discretion.

4) That this Permit is granted subject to such rules and regulations as LOC has adopted or imposed, or hereafter may amend, adopt or impose, for such Improvements, and is subject to any building restrictions, setback lines, or approval requirements imposed by a governmental authority, such as the City of Lake Oswego (the "City"), or private agreement, now or hereafter imposed on Shareholder or Shareholder's Property.

5) That the failure on the part of Shareholder to pay the annual assessment owed to LOC for any year, or to comply with any of the rules and regulations of LOC, shall render this Permit subject to revocation at LOC's sole discretion.

6) That prior to sale of Shareholder's property Shareholder will (i) pay all assessments due LOC as of the date of sale, (ii) notify LOC in writing of the pending sale, and (iii) obtain from LOC and the purchaser of the Shareholder's Property a fully executed Acknowledgement and Agreement to be Bound (the form of which can be obtained from LOC), by which the purchaser of the Shareholder's Property agrees to be bound by the terms of this Permit.

7) That Improvements constructed over or in proximity to existing or future easements or rights of way for sewer lines for the benefit of the City, its successors and assigns, shall comply with applicable City requirements for improvements in such areas, which may include, without limitation:

    (i) Shareholder obtaining revocable easement encroachment permits from the City;

    (ii) City approval of construction, improvement or replacement plans, including without limitation, prohibitions on foundations or supports within certain distances of the sewer lines, removable access ways or components, and other prohibitions or limitations or features;

    (iii) the obligation of the Shareholder at Shareholder's expense to immediately remove or alter Shareholder's Improvements upon notice from the City or LOC, and without liability of City or LOC to repair, restore or replace such Improvements or for costs or damages of any kind.

8) That LOC may cancel or modify this Permit at any time and from time to time. Upon notice, Shareholder shall immediately remove or alter the Improvements as directed by LOC at Shareholder's sole cost and expense, and LOC shall have no obligation to replace, repair or restore any portion of the Improvements so altered or removed. In the event of Shareholder's failure to promptly take such actions, LOC may do so entirely at Shareholder's cost and expense, and without liability to Shareholder to repair, restore or replace such Improvements or for costs or damages of any kind to Shareholder's property arising from such activities. Shareholder shall construct and maintain the Improvements in compliance with applicable City or other requirements, and shall provide evidence of such compliance as requested by LOC from time to time, including prior to commencing construction or modifications. Issuance of this Permit does not imply or constitute compliance with City or any other requirements or approval of improvements by the City or any other person, entity, or authority with approval rights for the Improvements.

9) That if this Permit is revoked, Shareholder agrees that, without any liability to LOC, Shareholder will at Shareholder's own expense, remove the Improvements constructed pursuant to this Permit and restore LOC's property to the condition it was in prior to construction of the Improvements. In the event that Shareholder fails to do so, LOC may, upon written notice to Shareholder, remove or caused to be removed the Improvements and restore LOC's property, and the Shareholder shall be liable for all costs and expenses incurred or paid by LOC in the removal and restoration thereof.

10) In the event any suit or action is instituted by LOC to enforce any term, covenant or condition contained in this Permit, then Shareholder agrees to pay such sum as the court may adjudge reasonable as attorneys' fees and costs in such suit or action.

11) To notify adjacent neighbors of the Improvements prior to final approval by LOC. Notification can be demonstrated by securing signatures from adjacent neighbors on copies of all final plans, drawings, and building specifications submitted to LOC as part of the Permit application process. Alternatively, Shareholder may demonstrate having provided notification to adjacent neighbors by submitting to LOC evidence of delivery of such documents by certified mail or similar means of delivery.

12) To all fee structure payments and deposits as well as the compliance and penalties policy.

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

Shareholder Name	Project Type	Date
Site Address	Email	Phone
Shareholder Signature	Date	

FOR OFFICE USE ONLY:

LAKE OSWEGO CORPORATION ("LOC") hereby grants to the above-named Shareholder a revocable license and permit (the "Permit") to construct and use the project described above on LOC property located on the lake side of, and adjoining, the Shareholder's property at the site address stated above.

LAKE OSWEGO CORPORATION	Project Reference #	Date

LAKE OSWEGO CORPORATION

Development Fee Structure
Effective Date: August 1, 2026

Deposits are used to pay for site inspections and permit renewals for Major and Minor development permits. The expected number of inspections are noted with each project type.**

- Inspection Fees - $250 per inspection

Inspections for minor change permits are included in the permit fee.

Major Development Permit Fee - $2,500. Required Deposit - $5,000.

- Boathouse (3 inspections)
- Boathouse and dock (3 inspections)
- Cabana (3 inspections)
- House addition (3 inspections)

Minor Development Permit Fee - $1,250. Required Deposit - $1,000.

- Boat Slip (2 inspections)
- Change Order (1 inspection)
- Deck (sq footage limit – 3 inspections)
- Dock (sq footage limit – 3 inspections)
- Gazebo (3 inspections)
- Landscape (2 inspections)
- New Seawall (2 inspections)
- Pavilion (3 inspections)
- Pool (3 inspections)

Minor Change Permit Fee - $750. Required Deposit - $0

- Awning (1 inspection)
- Boat Lift (1 inspection)
- Hot Tub (1 inspection)
- Fence (1 inspection)
- Floating Structure (1 inspection)
- Kayak dock (100 sq ft – 1 inspection)
- Lighting (1 inspection)
- Patio (1 inspection)
- Play Scape (1 inspection)
- Repair (1 inspection)
- Shed (1 inspection)

Additional Fees

- Annual Extension of Permit – 50% of initial permit fee
- Additional Inspection - $250
- Minor Variance Inspection - $250

** Some projects may require additional inspections.

700 McVey Avenue * PO Box 203 * Lake Oswego OR 97034

503 636-1422 office * 503 636-3226 fax

www.lakecorp.com

LAKE OSWEGO CORPORATION

Contractor Permit Compliance and Penalties

All contractors working on Lake Oswego Corporation (LOC) property are required to follow all applicable LOC Development Procedures, including but not limited to proper registration, insurance requirements, and adherence to approved plans and inspection protocols.

Failure to comply with LOC policies may result in one or more of the following penalties:

1. **Immediate Work Stop Order:**
   LOC reserves the right to issue an immediate stop-work order for any contractor found to be operating without proper registration, insurance, or permit compliance.

2. **Fines and Penalty Assessments:**
   A penalty of up to **$1,000 per violation** may be assessed for any of the following infractions:
   - Failure to maintain required insurance coverage
   - Performing work outside the scope of approved plans
   - Failure to schedule or pass required inspections
   - Unauthorized use of LOC property or lakebed
   - Damage to Corporation property or failure to implement required environmental protection

3. **Deduction from Project Deposit:**
   Any penalties or LOC-incurred costs associated with contractor non-compliance will be deducted from the project deposit held by LOC. The property owner will be notified and held responsible for replenishing the deposit if it falls below 50%.

4. **Suspension or Revocation of Vendor Status:**
   Contractors who repeatedly violate LOC rules or fail to remedy issues upon notice may be suspended or permanently removed from the list of approved vendors. Contractors under suspension are prohibited from working on LOC property.

5. **Owner Accountability:**
   Property owners are ultimately responsible for the conduct of their contractors. Any penalties or unresolved violations may result in suspension of permit privileges for future projects until issues are resolved to LOC's satisfaction.

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LAKE OSWEGO CORPORATION

Development Checklist - Contractor
Effective Date: 6/1/2025

(initial upon completion)

1. _____ Review the Residential Waterfront Construction Permit Procedures, Guidelines and Contractor Compliance and Penalties.

2. _____ Submit the required documentation below:

   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. _____ Completed Waiver, Release & Indemnity (valid for one year).

3. You, or the shareholder, must call for appropriate inspections.

I certify that I have read and understand the Oswego Lake Rules & Regulations regarding lake front development as well as the Revocable License and Permit and that failure to comply with the rules and inspection schedules will result in a STOP ORDER.

_____	_____	_____
Signature	Printed Name	Date
_____	_____	_____
Company Name	Email	Phone

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LAKE OSWEGO CORPORATION

WAIVER, RELEASE AND INDEMNITY
(Third Party Contractor)

1. **Background**. This Waiver and Release ("**Release**") is executed in connection with entry upon real property located in or adjoining Oswego Lake (the "**Site**") managed by the Lake Oswego Corporation, an Oregon private corporation (the "**LOC**") for the purpose of an approved development project (the "**Use**"). The LOC has not required or requested Contractor or any other party to perform the work which is the subject of the Use. This Release is effective as of the date hereof. The LOC Parties (defined below) shall be deemed third party beneficiaries of this Release.

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

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

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

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

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

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

Company Name: _____

_____	_____
Signed	Printed Name
_____	_____
Date	Title
_____	_____
Email	Phone