

**By-Laws of the Palisades Park Community Club Easement**

**AMENDED AND APPROVED APRIL 12, 2018**

**Article I Name**

The name of the organization shall be Palisades Park Community Club Easement, aka Club.

**Article II Purpose**

The purpose of this Club, which is a non-profit corporation organized under the laws of the State of Oregon, shall be the management, development and the improvement for boating and other approved recreational purposes to further the social activities and to develop the physical attributes of the Palisades Park area, hereafter defined, and to maintain the lake easement for the general benefit of all its residents.

**Article III Membership**

1. All residents of the area know as part of the Palisades unrecorded, Palisades Park Plat 1,2,3,4,4A, and 5, and Palisades Park Acres, as defined by the deed of the Oregon Iron and Steel Company shall be members. Membership in this Club shall be limited to the owners of real property in the lots recorded as indicated in owner's deed 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 club, 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.
2. Any new owner, lessee or renter of an eligible property as defined above may join the Club at any time after their possession of the eligible property upon payment of the initiation, dues and fees, in accordance with Article IV of these By-laws.
3. Power boats may have joint ownership. LOC boat licenses may be issued to co-owned boats only if all co-owners are Club members. Each co-owner must pay the LOC boat license fee and satisfy insurance requirements. If any co-owner should cease to be in good standing, the license will be revoked for all co-owners.
4. Members who go inactive for more than one full year and then resume membership will need to pay one half of a new initiation fee as well as all other membership requirements. The member who goes inactive will be placed on the waiting list for a dock or rack as if a new member.
5. **Membership Privileges**
  - A. Members in "good standing" is defined as those who have paid the dock and rack fee, along with the annual dues and appropriate LOC fees.

- B. Boat docks/slips, canoe/kayak racks, and SUP racks, hereinafter called docks and racks, may be leased and occupied only by members in good standing. Members who lease slips or racks shall not moor or store boats, kayaks, canoes, or boards elsewhere on the Lake (leaving their slip or rack vacant) without forfeiting their slip or rack to the next member on the waiting list. If slip or rack is unoccupied by June 1st, member will be warned of the occupancy requirement. If not occupied by June 15<sup>th</sup>, member is subject to forfeiture procedure at discretion of the Board. Boat slips and racks may not be vacant for a total of more than 14 days (in total, not consecutive) from June 1 to September 1 of any given year, without Board approval. If circumstances arise that require a boat slip or rack to be vacant for more than 14 days (in total, not consecutive) from June 1 to September 1 of any given year, the tenant of the boat slip or rack must request and obtain approval from the Board prior to the extended vacancy. Any boat slip or rack that is vacant for more than 14 days (in total, not consecutive) and whose tenant has not obtained Board approval, will forfeit the boat slip or rack to the next Easement member on the waiting list.**
- C. All members in good standing may request to be on dock and rack waiting list(s). Non-members will not be placed on a waiting list. Member will remain on the list until securing space or asks to be removed from the list. Member must stay “in good standing” to remain on wait list(s). Multi-use racks and SUP racks cannot be leased simultaneously until such time supply exceeds demand. (Note: this clause will be managed via the wait lists – for example, if member presently has a multi-use rack and name comes up for a SUP rack, member will be denied an offer if anyone down the list does not have leased space.)**
- Member who passes up offer will go to the bottom of the list or be dropped if no longer interested.**
- D. Dock assignments may be changed by the Board of Directors on a once-yearly basis to accommodate boat width and length sizes. This is to be done on or before the Annual Meeting.**
- E. Assignment of docks and racks shall be made using the following priority; members who have leased docks and/or racks will be provided the same dock or rack if their dues are received on or before the Annual Meeting.**
- F. Members requesting dock or rack space must notify the Treasurer or Secretary in writing. If a space becomes available the next member on the waiting list will be contacted with the boat sizing accommodation being considered. If an unassigned space is not of adequate size for the requestor’s boat, the space may be made available to the next eligible member. Easement members whose name comes up for a boat slip lease have 14 days to respond to the Board on their decision to lease the boat slip. After 14 days, an offer for the boat slip lease will be extended to the next member on the waiting list and the member who did not respond within the 14 day time-frame will**

be re-assigned to the bottom of the waiting list. Easement members whose name comes up for a rack lease have up to 7 days to respond to the Board on their decision to lease the rack. After 7 days, an offer for the rack lease will be extended to the next member on the waiting list and the member who did not respond within the 7 day time-frame will be re-assigned to the bottom of the rack waiting list. Members on the rack waiting list have the option to 'pre-pay' the annual rack lease fee applicable at any time. The 'pre-pay' lease will result in automatic acceptance of the rack lease offer upon a rack becoming available. If a member elects to 'pre-pay' a rack lease, but no rack becomes available during the lake season (May 1 - October 1), then the member has the option of having the pre-paid rack lease amount either refunded to them or credited against the next lake season's annual Easement dues.

- G. Assigned docks and racks may be exchanged between members with the approval of the President and Board of Directors.
- H. A member may, upon written request and approval of the President and the Board, retain the RIGHT to dock or rack space for a maximum period of one year without occupying the space. Current year's dues, rack or dock fees, any other fees or assessments must be paid in full on or before the Annual Meeting. Said vacancy can be made available on a "temporary basis" to the next member on the waiting list. Temporary holder would be required to pay the dock or rack use fees for the current year and those fees would be reimbursed to the original lessee.
- I. Easement property including boat docks and racks 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. Members will not make attachments to docks or racks without Board approval.
- J. Rules promulgated by the Board of Directors and posted at the easement or given to members shall be followed by all users. FAILURE TO COMPLY MAY BE GROUNDS FOR SUSPENSION OR CANCELLATION OF THE ABOVE PRIVILEGES.

#### Article IV Fees

1. Fee schedule is in effect until changed by vote of membership. Each current household membership shall be assessed \$225 annually. Initiation \$1,000; Boat slip \$500; Multi-use rack \$100; SUP rack \$50. Dues and fees will be payable by the Annual Meeting of the given Easement year. These fees are in addition to those assessed by the Lake Oswego Corporation which are historically due by February 28th. To remain a member in good standing, annual fees must be

paid by the Annual Meeting. If dues are not paid by the Annual Meeting, the Easement Secretary will send a reminder following the Annual Meeting for payments due by May 1 of the Easement year. If dues are not received by May 1 of the Easement year, delinquent members are subject to forfeiture of Easement privileges and a \$25 late fee. Members no longer in good standing subject themselves to forfeiture of boat slips, racks, and wait list positions. Delinquent member will be required to remove vessels from the Easement or the vessel will be removed at the Board's discretion.

2. New household memberships shall be assessed a one-time non-transferable, non-refundable initiation fee to join the Palisades Park Community Club Easement in addition to the annual membership fees for power and non-power boaters.

3. As stated in Article III, members who go inactive for more than a full year and then resume membership will need to pay one half of a new initiation fee as well as all other membership requirements.

4. After the initial 10 year leasing contracts (2009-2018) for power boat docks and the initial four year leasing contracts (2009-2012) for kayak racks have expired, the leases will become annualized to the existing lessee in good standing for the boat slips and kayak/canoe racks.

5. Membership fees are to be used to cover operational expenses or accruals including but not limited to Lake Corporation assessments, easement insurance, improvements and maintenance of the easement.

6. Any proposed special assessment shall be first submitted to the Board of Directors, who upon their approval of such assessment shall seek the approval of two thirds of the members present at any general or special meeting called for that purpose before levying such an assessment. All special assessments must be paid within 30 days or the delinquent member shall forfeit all rights and privileges.

7. Annual clean-up day will be scheduled to occur no later than April 30 to avoid congestion at the docks when a barge is required for bulk materials (rock, chips, debris.) Scheduling after April 30<sup>th</sup> is acceptable when barge is not required.

#### **Article V Meetings**

1. The annual meeting of the Club shall be held before April 30<sup>th</sup> of each calendar year, at a time, place and day to be determined by the Board of Directors for the purpose of electing officers and transacting other easement business.

2. The President shall direct the Secretary to transmit by email to each member of the Club notice of the annual meeting at least 14 days prior the date thereof.

3. At the Annual Meeting, there shall be an election of officers required to fill vacancies for President, Vice-President/Secretary, and/or Treasurer.
4. As the necessity arises special meetings of the Club may be called by the President, or by a majority of the Board of Directors, or by a Club member who obtains two-thirds of the membership's signatures on a petition presented to the Board, and written notice to the membership of such special meetings shall be required.
5. Those members of the Club 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 membership shall have one vote for each adult member, but not to exceed two votes per household.

#### **Article VI Board of Directors/Officers**

1. Officers of the Club will consist of the President, Vice President/Secretary and Treasurer and shall be called the Board of Directors.
2. The Board of Directors shall meet together throughout the calendar year as required to conduct necessary business of the easement. Such meetings shall be called at a time and place designated by the President. At least three days' notice shall be given all board members prior to any meeting. A quorum at any meeting of the Board shall consist of at least 2 of its members.
3. All powers of the Club, except as otherwise provided by these Bylaws, shall vest in and be exercised by the Board of Directors. The directors shall have full power and authority to conduct the business and affairs of the Club, to manage, improve, and to adopt from time to time such rules and regulations for the government and welfare of the Club as in their opinion may be necessary.
  - A. The Board of Directors shall determine the need for liability insurance for themselves and for the Club as a whole and keep it in force. The Board of Directors shall be held harmless by the individual members of the Club for the decisions made on behalf of the Club.
  - B. The Board of Directors determines the need for maintenance and the safety of the easement facility. They are authorized to spend up to \$5,000 per year without membership approval to correct these situations, and, if possible and feasible, schedule the labor to be done by members.
  - C. In the event of the death, resignation or inability to serve as officer of the Club, the unexpired term shall be filled by an appointment made by the Board of Directors.

## **Article VII Duties of the Officers/Board**

- 1. The President shall act as chief executive officer of the Club, advised and assisted by the other officers. They shall preside at all the meetings of the Club. The President may sign checks and contracts entered into the Club, and shall appoint all committees with the approval of the Board. The President shall serve a minimum term of two consecutive years.**
- 2. The Vice President/Secretary and the Treasurer will each serve a minimum of two consecutive years.**
- 3. The Vice President/Secretary shall perform all the duties of the President in case of absence or disability of the President. The VP/Secretary shall keep the minutes and the records of the Club and shall give notice of all meetings of the members, and of the Board.**
- 4. The Treasurer shall collect all fees such as initiation fees, annual dues and special assessments due the club and shall deposit all funds in the easement bank account designated by the Board in the name of the easement. The Treasurer shall make the necessary disbursements for all expenses incurred by the Club and shall keep adequate and clear records of all funds received and disbursed. Treasurer will 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 club shall be signed by one officer. Bank statements shall be accessed by the President, Secretary and Treasurer for review.**
- 5. Recall of an officer will be accomplished by a vote of the membership at an Annual Meeting or a Special Meeting called for this purpose.**

## **Article VIII By-Laws**

- 1. The By-Laws may be amended or repealed, or additional By-Laws enacted, by a majority of those present and voting at an Annual or Special meeting if a quorum of the members are present with the exception of Article IV, Section 4. To amend or repeal Article IV, Section 4, requires a three-quarter majority of all Club members.**
- 2. The Board of Directors may submit an amendment to these By Laws for approval at any regular or special meeting of the general membership. Amendments may be initiated by the Board of Directors, or by any member with the approval of at least 2 members of the Board of Directors. An affirmative vote of at least two thirds of the members present shall be necessary in order to amend the By-Laws.**
- 3. Any notices required by these bylaws or any notices which need to be sent for easement management will be sent by email to any easement member who has provided the Secretary with an email address or, if no email address is supplied, notices will be sent by U.S. Mail.**

**4. Where conflicts exist with LOC Rules and Regulations, Palisades Easement provisions will prevail.**

#### **Article IX General Guidelines**

- 1. Guests must be accompanied by an easement member. Children under the age of 16 must be accompanied by an adult while at the Club's site. Maximum 3 guests per visit when adult member is not present.**
- 2. All members of the Club, families and guests shall conduct themselves in accordance with the By-Laws. Members are encouraged to be guardians of the property. Concerns and infractions shall be reported to the Board. Violation of the By-Laws may result in a fine, suspension or expulsion from the easement at the discretion of the Board.**
- 3. The general purpose of the kayak/canoe launch dock will be used for launching small craft but not for storage or tie-up of such craft. This is the only acceptable launch site.**
- 4. All members are requested to help with on-going 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.**
- 5. Fires, fireworks and any other explosive devices are prohibited at the easement.**
- 6. Improvements or material changes made to individual boat docks must be appropriate to the easement and made at the members' expense. Any improvement or change must be preapproved in writing by the Board of Directors.**
- 7. Pets are allowed if leashed. Owners are responsible for cleanup.**
- 8. Noise should be controlled to avoid disturbing neighbors adjacent to our area.**
- 9. Any member causing damage to Club property will be responsible for repair by a Board approved contractor.**
- 10. Safety is critical to the enjoyment of everyone using the Easement. Practice safety and be mindful of children and guests on the trail and dock.**
- 11. Glass is restricted at the Easement; no glass containers on any Easement decks or docks. Exception: members who plan to carry glass bottles to and from boats must use coolers for transport.**
- 12. Garbage removal is the responsibility of each member. Pack out everything that is packed in.**
- 13. Parking in the gate area is only for Palisades members and guests while visiting the Easement.**

**14. Hauling of equipment, including but not limited to canoes, kayaks, SUPs, inflatables, and coolers, in and out of the Easement is done at the risk of the Easement member or guest. Guests are not allowed to bring in canoes, kayaks or paddle boards that are not the property of an Easement member licensed by Lake Corporation. The Easement shall not be liable for any property damage and/or bodily injury to self or third party resulting from these activities.**

**15. Canoes, kayaks, boards and paddles must be kept on the racks, not on the ground. All equipment must be secured by lock to member's rack. Loose and/or unsecured equipment is subject to removal and relocation to LOC for disposition.**

**16. Current-year LOC stickers shall be displayed on boats, canoes, kayaks, boards, and paddles as required by LOC. Member vessels that do not have current stickers by June 1 will be subject to loss of the boat slip or rack. Said vessels must be removed immediately. Space will be offered to next member on the respective wait list.**