

William C. Fridinger
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2022-008791

Klamath County, Oregon



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AMENDED BYLAWS
OF
COVE POINT CORPORAION
REVISED JUNE 24, 2016

ARTICLE I - MEMBERSHIP

Section 1. NUMBER AND QUALIFICATIONS

Membership herein is limited to a maximum of eleven (11), that being the number of homesites laid out, purchased and occupied in Lots 1,2,3,and 4 in Section 12, and in Lot 5 in Section 1, Township 38 South, Range 8 E.W.M. Klamath County, Oregon. Membership in Cove Point Corporation shall be restricted to one (1) owner who owns one (1) personal residence at Cove Point. The total number of Memberships shall equal the total number of owner occupied homes.

Section 2. VOTING, RIGHTS AND PRIVILEGES

Each membership shall have a single vote in the Corporation's affairs. Either spouse may act to cast a single vote for the membership. In the event that both spouses are incapacitated , an authorized representative may cast the single vote for the membership. In the event that a member shall sell his lot for cash or on a contract wherein the original owner's name remains on the title until paid in full, the voting rights of the selling member shall cease forthwith and the purchaser shall acquire all of the original owner's voting rights, all other rights and privileges as defined in Article VII hereinafter.

Section 3. CREATION OF MEMBERSHIP

New members shall be restricted to those persons or families who purchased a lot, either by cash or contract at Cove Point, at which time they shall be required to apply for membership in Cove Point Corporation, which membership may not be arbitrarily withheld (including upon grounds of race, creed, color or national origin), and they shall sign an agreement to abide by the rules, regulations and Bylaws of the Corporation.

Section 4. EXEMPTION TO OCCUPANCY REQUIREMENT

The Fay family is hereby granted an additional membership for 1668 Cove Point Road until such time that 1668 Cove Point Road is sold to a new owner who occupies 1668 Cove Point Road.

ARTICLE 11 - CORPORATE POWERS

Section 1. MEMBERSHIP AND QUORUM

The corporate powers of this Corporation shall be vested in the membership, who shall control all of the business of this Corporation. A majority of the membership shall constitute a quorum.

Section 2. EXECUTIVE BOARD

The officers of the Corporation shall constitute an Executive Board (aka Board of Directors) (aka Executive Committee) which shall manage all business of the Corporation between membership meetings, not inconsistent with the laws of the State of Oregon and the Bylaws of this Corporation. Spouses of the members of the Executive Board may act on the Executive Board in the absence of the officers. A majority of the Executive Board shall control all action of the Board.

Section 3. STANDING COMMITTEES

Each year the President shall appoint standing committees for the following:

(1) Utilities. The duties of this committee shall be to see to the effective working of the electric and telephone systems and, more particularly, see to the proper working of the water distribution system as provided for in the Articles of Incorporation and in the Bylaws of the Cove Point Water Improvement District, and shall see that all of the Oregon State Department of Public Health's rules and regulations are properly complied with.

(2) Road Committee. The duties of this committee shall be to see that the entire Cove Point Road system, from Highway 97 to the end of the existing paving, as well as roads to the Cove, to the water tank, and to the boundary line at the top of the hill, shall be kept in good repair for their appropriate use: likewise, the dirt road to the end of the designated flight strip shall be bladed when necessary to keep it in reasonable repair. The President is empowered to hire someone to plow the road in winter if the Road Committee is not available.

(3) Cove Point Committee. The Duties of this committee shall be to supervise the maintenance and control of the Cove (boat harbor) and the landscaped areas and the parking areas in that vicinity. They shall also have the right to determine the acceptability of any new boat dock or floating facility moored in the cove.

(4) Fire Control Committee. The duties of the Fire Control Committee shall be to endeavor to eliminate any and all fire hazards and plan a program to acquire such fire fighting equipment as the Corporation may authorize, based on the formula in Article V, Section 2. They shall also keep all members informed that no one shall cause a controlled burn or to burn open fores unless attended by sufficient water hoses or a pumper tank with an adequate supply of water.

Section 4. ARCHITECTURAL COMMITTEE

In the event that a member desires to build a new structure, add onto or remodel an existing structure in such a way that the exterior of the structure will be changed in configuration or appearance of by a major change in color, the owner shall notify the President who in turn shall appoint a committee of three (3) consisting of: the nearest next door neighbor , the neighbor who will most consistently see said property, and a member most distantly removed from the subject property. This Architectural Committee shall review the proposed changed and plans, if any, and determine whether or not the change is detrimental to the neighborhood. If favorable, no further action is required. If it is considered unfavorably, said Committee shall negotiate with owner of the subject property and endeavor to induce such changes as to make the project compatible with the general atmosphere and theme presently prevailing at Cove Point. IN the event that no such agreement can be reached, the matter shall be referred to the membership at a special meeting where the matter shall be openly discussed and voted upon. A majority shall prevail.

ARTICLE III - OFFICERS

Section 1. EXECUTIVE COMITTEE

The membership shall each year elect a Board Of Directors, commonly called the "Executive Committee", which shall consist of a President, Vice-President, Secretary and Treasurer , to serve for a term of one year.

Section 2. PRESIDENT

The President shall have the duties usually designated to a president of a corporation, who shall preside at all meetings when possible, and conduct the affairs of the Corporation as its presiding executive officer.

Section 3. VICE-PRESIDENT

The Vice-President shall perform all the duties of the President if the President is absent or unable to act.

Section 4. SECRETARY

The Secretary shall keep minutes of all meetings of both the general membership and the Executive Committee. The Secretary shall keep current the Bylaws and the amendments thereto, and supply a copy of said Bylaws to each new member.

Section 5. TREASURER

It shall be the duty of the Treasurer to bill all members for their dues and special assessments, if any, and to collect the same and deposit said sums in the Corporation's bank account, and to pay all bills of the Corporation as directed by the general membership or the Executive Committee, as well as those bills provided for elsewhere in these Bylaws. It shall also be the duty of the Treasurer to see that the Corporation carries a current liability insurance policy of one million dollars (\$1,000,000) .

Section 6. COMPENSATION

No salary or compensation shall be paid to any officer or services as such, except upon a two-thirds (2/3) vote of the membership in compensation for extraordinary and unusual circumstances beyond the routine course of duty.

Section 7. REMOVAL OF OFFICERS

Any officer may be removed from office upon a two-thirds (2/3) vote of the membership of the Corporation.

ARTICLE VI - MEETINGS

Section 1. ELECTION OF OFFICERS

Within six (6) weeks prior to the Annual Meeting of the Corporation, members of the Executive Committee shall hold a special meeting to nominate the officers for the ensuing year. All such nominees shall be contacted and consent to serve before being voted into office. At this meeting the Executive Committee shall also designate the location of the Annual Meeting and the date of said meeting.

Section 2. ANNUAL MEETING

An Annual Meeting shall be held in the second week of January of each year unless unusual circumstances make it more prudent to postpone until the third week of January. The Secretary shall give notice of such meeting to each member at least seven (7) days in advance of said meeting date.

Section 3. SPECIAL MEETINGS

In addition to the annual meeting, there may be three (3) quarterly meetings held each year.

Section 4. EMERGENCY MEETINGS

An emergency meeting may be called whenever an emergency arises and either the President or the Executive Committee deems it in the best interest of the corporation to hold such meeting.

ARTICLE V - DUES AND DISBURSEMENTS

Section 1. DUES

Dues are assessed on each house and payable quarterly.

Section 2. DISBURSEMENTS

Standing Committees shall have the authority without other enabling action to order all necessary maintenance and repairs, and may make needed capital improvements up to two hundred dollars (\$200) without other enabling action. The Treasurer may pay all recognized routine bills, such as taxes, insurance, power for the water pump (through the Cove Point Water Improvement District), other power bills and other repair bills authorized by any Standing Committee. Any other expenditures may be authorized to be paid under the following formula: if the cost will be between \$200 and \$1,000, it must be approved in advance by the Executive Committee. If the cost is between \$1,001 and \$3,000, seven (7) members must approve it at a special or regular meeting. If the cost is in excess of \$3,000, eight (8) members must approve at such a meeting.

Section 3. SPECIAL ASSESSMENTS

In the event that the membership, under the formula in Section 2 above, shall vote in favor of expenditures in excess of the regularly budgeted items and which cannot be paid out of the scheduled receipts by the Treasurer, a special assessment may be placed equally on all members of the Corporation, either as a single lump sum or as fixed installments, according to how the membership may decide. In the event that all the members do not equally share in the benefits of the assessment (for instance a picnic in which only some of the members participate), the members shall be assessed on a pro-rated head count basis.

Section 4. DELINQUENCIES

In the event that either dues or special assessments are not paid within ten (10) days after being billed, a notice shall be sent to the delinquent member advising that if the delinquency is not cured within thirty (30) days, a lien may be filed upon his real property. In the event that the delinquency is not paid within the 30 day period, Cove Point Corporation may file a "construction lien" for such a delinquency and have all the rights and remedies granted to a contractor under the construction lien laws of the State of Oregon as provided for by ORS 87.001 to ORS 87.088.

ARTICLE VI - REMEDIES

In the event that any member or the member's family or guest violates the provisions of the Bylaws or any amendment thereto, Cove Point Corporation may bring suit or injunction of action for the damages, on behalf of any of the members of the Corporation or in the Corporation's own name, and collect reasonable attorney's fees, in addition to the relief sought, for bringing the suit or action, if the judgment is rendered for the Corporation by the court (or by the appellate court in the case of an appeal to a higher court).

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 1. FORMATION OF SPECIAL RECREATIONAL GROUPS

In the event that certain members desire to use any part of the Corporation's property for the building, construction or use of a facility in which not all of the members are interested or care to participate (such as a horse barn, flight strip, etc.), such members may form an independent group and organize themselves however they see fit, as long as it does not interfere with the rights of the other members, and petition the Corporation for permission to use a suitable portion of the Corporation's property. Such agreements will be recorded in the Corporation's minutes. In no such group may one family or person have greater rights or voting rights even though they may have made a greater contribution than the others.

In the event that any non-participating member desires to become a participating member, he shall have the right to do so by paying into the group an amount equal to what the the others have paid for the original project plus any additional capital investment for further improvements to the project. If no such additional improvements are deemed advisable, the amount paid by the new member shall be divided equally among the other group members. Any cost for maintenance during the interim period shall not be considered as a capital cost.

Any member of such a Special Recreational Group who desires to do so may sell his interest to a non-participating member of Cove Point Corporation.

In the event that all Cove Point Corporation members have become members of a particular group, that group shall cease to be a Special Recreational Group and shall officially become a Cove Point project, to be serviced and maintained by the Corporation out of its general funds, which therefore may require a proportionate adjustment of the dues.

Section 2. SPECIAL IMPROVEMENTS

No member of Cove Point Corporation shall build or buy and offer as a special gift to said Corporation any building or artifact or object of material value greater than fifty dollars (\$50) without the express approval of a majority of the members.

Section 3. PRESERVATION OF SCENIC VALUES

In as much as a good and general view of the landscape, Upper Klamath Lake, Bare Island, Buck Island and the mountains beyond is one of the most valuable assets of owning property at Cove Point, all Members of Cove Point Corporation shall have the right to preserve such view as it existed when they purchased their property. A picture will be taken showing the existing view at the time of closure.

In preserving such view it may not be demanded that any neighbor trim their vegetation more often than every five (5) years. If a dispute arises over this issue, any Member may ask the Executive Committee to make an advisory ruling. Any member of the Executive Committee directly involved must be recused. If the dispute still can not be resolved in a friendly manner, the matter may be taken to the general Membership at an Emergency or Special meeting to be called by the President or Executive Committee on a minimum of 15 days notice.

A vote of a majority plus one of the total membership shall be binding on both parties. It is recognized that a spirit of mutual consideration, respect and neighborliness is necessary to avoid and resolve such disputes.

Section 4. GENERAL CONDUCT AND REGULATIONS

No member of Cove Point Corporation may invite or authorize another person or persons who are not members to avail themselves of or to make use of any facilities at Cove Point unless the invitor personally accompanies the guest (s) for the occasion. More specifically, no member may invite or authorize a non-member to hunt, use the boating facilities, hunt arrowheads, ride horses, and so forth, unless personally accompanying their guest (s). House guests who are staying overnight shall be exempt from this ruling and exercise such freedom as their host sees fit.

No member of Cove Point Corporation may ask, invite, or authorize any club, association or organized group to avail themselves of Cove Point for picnic purposes, boating, etc.

However, it shall be permissible for the head of any family to invite a group of personal friends, or their children's friends or classmates, to use the Cove for picnic purposes, provided that every normal and reasonable effort is made to keep such a party under reasonable control, not to make excessive noise, not to molest the boats in the area, or otherwise behave in an unseemly manner. To fail to do so, the offender shall forfeit such privileges in the future. Further, the host shall assume full responsibility for cleaning up the area not later than the following day. To fail to do this, too, shall result in the forfeiture of the right to use the facilities in the future. It shall be necessary for any member to gain approval from the President or Executive Committee before holding any party on Cove Point property. There will be no alcoholic beverages for minors at such a party. Approved parties must be chaperoned by an adult of the sponsoring family.

Except in the case of an emergency, no person whomsoever shall discharge firearms of any type within the general and immediate vicinity of existing residences, nor in the perimeter areas where there may be danger of bullets or shot ricocheting into the residential or storage barn areas.

No motorcycles, snowmobiles or other such gasoline powered vehicles may be ridden anywhere within a reasonable distance of the residential area without being properly and adequately muffled. Such vehicles must not be ridden across the property of another homeowner, nor earlier than 8:00 A.M. nor after 9:00 P.M..

No person shall burn trash or refuse during the dry season without observing all reasonable precautions and rules of safety, including having an adequate supply of water hoses hooked up and on hand or a portable pump with an adequate supply of water.

No property owner shall be allowed to indiscriminately dump or scatter trash or rubbish on Cove Point property. Heavy clean (no organic) fill material, such as rocks, soil, masonry may be dumped off Cove Point Road in areas designated by the Road Committee.

Section 5. ANIMALS

No livestock other than household pets can be kept anywhere in the residential area except for temporarily during the day, such as horses tethered while they are awaiting further use that day.

In as much as reasonable peace and quiet of country living are one of the major attractions of living at Cove Point, dangerous dogs that bite shall not be allowed to run at large and must be kept tethered or under the immediate command of their master when out of their kennel. If a dog under any circumstances bites a person or persons a second time, it must be disposed of or permanently removed from Cove Point. If a dog kills another dog, or develops into a cat killer, a majority vote of the membership shall decide whether or not it must likewise be disposed of or permanently removed from Cove Point.

If a dog develops a habit of continually barking at night, the owner must make arrangements to keep such dog locked in a closed kennel, garage or house after 9:00 P.M. and until 6:00 A.M. Any female dog in heat must be kept confined indoors to avoid causing continual barking by confined male dogs. The Corporation may take legal action to enforce these rules at the expense of the owner or said animal (s).

Section 6. RENTAL OF COVE POINT HOUSES

Cove Point homes may only be rented or leased after gaining approval of a two thirds (2/3) majority vote of the Cove Point Corporation membership. Each decision shall be made based on the individual homeowner's situation and intent, and not influenced by other past or present situations. No home in Cove Point shall be owned and rented or leased solely for the purpose of income investment.

Section 7. WATER INTERFACE HEAT PUMPS

Any Cove Point homeowner may install or use water interface heat pumps. However, if the Cove Point water system fails from this water usage, the expenses needed to restore reliable water for all shall be shared among the heat pump users, such expenses to include upgrading the pump, rebuilding the well, etc. If water disposal from any such heat pump system detrimentally affects the community environment, that heat pump's owner is responsible for correcting the problem.

ARTICLE VIII - CREATION OF NEW LOTS

No new lot may be created out of Corporation property without the approval of at least nine (9) members and the Department of Environmental Quality.

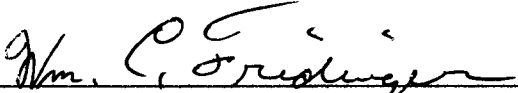
ARTICLE IX - AMENDMENTS

These Bylaws may be amended or altered at any regular or special meeting of the membership, but only on a two thirds (2/3) vote of the total membership. When amendments to the Bylaws are proposed, the Secretary shall include in the notice of meeting to the members a Statement of Proposed Amendments. Upon approval of an amendment to the Bylaws, the amended portions shall be typed and entitled "Amended Bylaws of Cove Point Corporation", identified by the date of the amendment, and signed by the President (or the Vice-President in the absence of the President) and the Secretary. Such amendment shall be attached to the original Bylaws.


ARTICLE X - NON-COMPLIANCE

Under no circumstances will non-compliance with any section of these Bylaws constitute the forfeiture of the right of the Corporation to exist or to enforce the Bylaws of the Corporation.

Signed June 24, 2016



President
William C. Fridinger



Secretary
Mary Lou Fisher

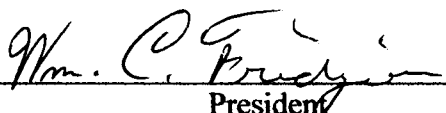
ADDENDUM TO 2016 REVISED BYLAWS

The 2016 Bylaws are based on the previously existing 1994 Bylaws. All amendments included in the 2016 Bylaws were passed in accordance with the 1994 Bylaws.

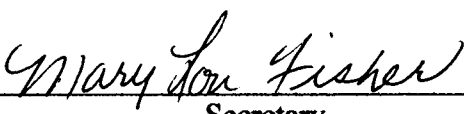
The following sections of the 1994 Bylaws were amended:

Article I	Section 1
Article I	Section 4 (added)
Article II	Section 2
Article V	Section 1
Article VII	Section 3
Article X	(added)

Signed June 24, 2016



President
William C. Fridinger




Secretary
Mary Lou Fisher

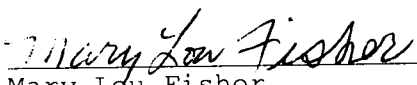
NOTARY ATTACHMENT

TO

AMENDED BYLAWS OF
COVE POINT CORPORATION



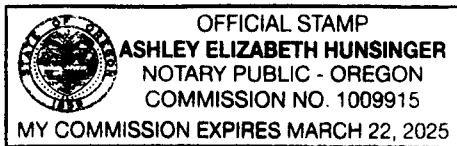
William C. Fridinger
President




Mary Lou Fisher
Secretary

STATE OF OREGON)
) ss. July 19, 2022
County of Klamath)

Personally appeared William C. Fridinger in his capacity and authority as President of said Corporation and acknowledged signing above and the foregoing AMENDED BYLAWS OF COVE POINT CORPORATION as his voluntary act and deed. Before me:

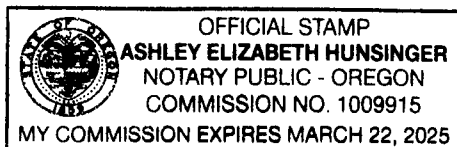


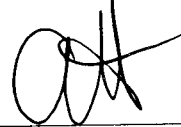


Notary Public for Oregon
My Commission expires: 3/22/25

STATE OF OREGON)
) ss. July 19, 2022
County of Klamath)

Personally appeared Mary Lou Fisher in her capacity and authority as Secretary of said Corporation and acknowledged signing above and the foregoing AMENDED BYLAWS OF COVE POINT CORPORATION as her voluntary act and deed. Before me:





Notary Public for Oregon
My Commission expires: 3/22/25