

# *Lake Shore Estates*

*Declaration of Conditions, Covenants  
and Restrictions.*

Presented By:  
Lake Shore Estates  
Homeowners Association  
541-485-5253

**9417750**

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR LAKE SHORE ESTATES**

**INTRODUCTION AND TABLE OF CONTENTS**

This document is filed by Paradise Development Co. (also called Declarant). It states the conditions, covenants, and restrictions (CCRs) that apply to Lake Shore Estates, a Planned Unit Development located on Ayres Lake in Eugene, Oregon. This introductory section does not establish or interpret any part of the CCRs. Instead, it is intended only as an expanded table of contents and an overview of the CCRs that are created in Parts I through X below. Any prospective Owner of a Lot in Lake Shore Estates should read the entire CCRs carefully as they establish rights and responsibilities of Owners.

Part I - Property Subject to this Declaration. This Part states that the CCRs apply to the Lake Shore Estates Planned Unit Development and lands that may be annexed to it in the future.

Part II - General Purposes of this Declaration. This Part describes the purposes of these CCRs, which are intended, among other things, to ensure a uniform plan of development and restriction on uses that maintain an attractive environment and preserves values.

6194MAR.10'94#07REC 140.00

Part III - Definitions. Terms that are used throughout the CCRs are defined here.

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Part IV - General Restrictions. This is a listing of specific restrictions on how Lots may be used. The General Purposes stated in Part II are made specific here. The following topics are discussed:

- (a) Land use and building types.
- (b) Dwelling home size.
- (c) Creation of easements for building separation.
- (d) Driveways.
- (e) Nuisances.
- (f) Plant diseases and noxious insects.
- (g) Nameplates, television or radio antennae and towers, laundry drying.
- (h) Temporary structures.
- (i) Underground utilities.
- (j) Signs.
- (k) Oil and mining operations.
- (l) Home occupations.
- (m) Architectural controls.

## 9417750

- (n) Visual obstructions, fences, rubbish areas.
- (o) Landscaping.
- (p) Maintenance of Lots and dwellings.
- (q) Resubdividing lots.
- (r) Grades and slope control.
- (s) Relaxation of covenants.
- (t) Parking on streets/RV parking.
- (u) Wetlands.
- (v) Protection of Ayres Lake and riparian area.
- (w) Gated community.
- (x) Easement for Security Enclosure.

Part V - Architectural Controls. An Architectural Review Committee (ARC) is created and its initial membership is established. The timing and process for replacing the membership of the ARC is described. The ARC reviews all proposal for building designs and modifications to ensure they fit with the general plan of development. The ARC may adopt its own rules that govern its review process.

Part VI - Annexation of subsequent developments. The property that is initially subject to these CCRs is just Phase I of a larger project. We fully expect that more phases will be approved on land adjacent to Phase I. When this occurs, the Lots in the new phases will be subject to these CCRs as well.

Part VII - Common area. This part addresses the use of the Common Area of the development, which is all the area that is not an individual Lot. Each Owner has the right to use the Common Area. The Common Area will be deeded to the Homeowners Association. The Association may adopt rules that govern use of the Common Area. Proposed changes to the Common Area must be approved by the ARC. The Common Area will be accessible by Owners of future phases of the development. Public bodies and private utilities will also have access to the Common Area to maintain facilities and services.

Part VIII - Association. The Declarant will incorporate the Lake Shore Estates Homeowners Association (the Association) as a nonprofit Oregon Corporation. Until that occurs the Declarant will have the powers of the Association. Once incorporated, the Association will have a Board of Directors elected from the Members. Each lot Owner will be a Member, and each Lot will have one vote. The Association will have bylaws, and it may have rules. It will have broad, general powers to maintain and improve the development.

Part IX - Funds and Assessments. The Association will manage an Operating Fund. Owners will be subject to assessments by the Association for operation, maintenance and improvements. However, the Declarant agrees to carry all the operational costs, and no Owner shall pay any assessments, until July 1, 1995. When

## 9417750

it is time for Owners to carry operational costs, each Owner will be subject to a Maintenance Assessment, payable on a monthly basis, which will be the same for each Lot and will cover normal operating costs during the fiscal year. They may also be subject to Improvement Assessments for one-time expenditures. And Special Assessments may be made against individual lot Owners for their actions which cause an expense for the Association. Provisions are also adopted for dealing with default in payments due.

Part X - General Provisions. This Part contains a variety of provisions dealing with applicability, enforcement, amendment, and the like. The subjects include:

- (a) Effective date of covenants and duration.
- (b) Covenants to run with real property.
- (c) Violation of restrictions; enforcement.
- (d) Amendment of covenants.
- (e) Mortgages and deeds of trust.
- (f) Severability of parts.
- (g) Assignment of declarant's rights and powers.
- (h) Mailing address for notice.
- (i) Word usage.
- (j) Headings.

The CCRs are established in Parts that follow.

### **PART I - PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is subject to these CCRs is described as follows:

Lots 1 to 64 inclusive of Lake Shore Estates, together with all of the common areas as shown on the plat thereof, and all as platted and recorded in File 74, Slides 160-164, Lane County Oregon plat records in Lane County, Oregon.

In addition, certain other real property may be annexed to the above described property in the manner hereinafter provided in Part VI, and upon said annexation shall become subject to said Covenants. All of said property shall hereafter be referred to as "Lake Shore Estates."

### **PART II - GENERAL PURPOSES OF THIS DECLARATION**

Said real property and every Lot or parcel herein is subjected to said Covenants: To ensure the property use and appropriate and uniform development and improvement thereof; to protect each owner of any Lot or parcel in or of said real property against such improper use of any other Lot or parcel as may depreciate the value of his/her property; to guard against the erection or placement on said real

## 9417750

property of homes or structures built of improper or unsuitable materials or of a design or height limit and standard unsuitable in light of the general plan of development; to encourage the erection of attractive improvements on said real property at appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality of development and improvement in and on said real property.

### PART III. DEFINITIONS

For the purposes hereof, the following explanations and definitions of words, terms and phrases shall govern:

**Architectural Review Committee:** The Committee provided for in Part V hereof (hereafter "ARC").

**Articles of Incorporation:** The Articles of Incorporation of Lake Shore Estates Homeowners' Association, a nonprofit corporation, which are or shall be filed in the Office of the Secretary of State of Oregon, as the same may be amended from time to time.

**Association:** Lake Shore Estates Homeowners' Association, a nonprofit corporation described herein, its successors and/or assigns.

**Assessments:** Include Public Assessments, which are any assessments imposed by the City, and the following kinds of assessments that may be imposed by the Association: (1) Maintenance Assessments, which are imposed for normal operating costs for maintenance of the Common Area; (2) Special Assessments, which may be imposed on Owners of individual Lots; and (3) Improvement Assessments, which may be imposed in connection with capital improvements.

**Board:** The Board of Directors of the Association.

**By-laws:** The By-laws of the Association, as the same may be amended from time to time.

**Building:** Any structure having a roof, supported by columns or walls, and intended for the shelter, housing or enclosure of any person, animal, chattel or property of any kind.

**Accessory Buildings:** A subordinate building or portion of a principal building, other than a garage, the use of which is incidental to that of the home and customary in connection with that use.

**Common Area:** All of the real property as shown on the Plat Map described in

## 9417750

Part I herein within the boundary of Lake Shore Estates, excluding Lots 1 through 64 inclusive, and excluding public rights of way. Streets within the boundary are part of the Common Area.

Declarant: Paradise Development Co., an Oregon Corporation, or its successor or assigns.

Dwelling: A single family or duplex occupancy permitted to be located on a Lot hereunder, not including Accessory Buildings or Garages. A duplex is considered a single Dwelling.

Garage: A Building or portion of a Building designed for the purpose of parking and sheltering automobiles, whether attached to or separate from the Dwelling.

Grantor: Paradise Development Co. or its successors or assigns

Lake Shores Estates: All of the real property referred to in Part I above, together with all real property subsequently annexed thereto in the manner herein provided in Part VI.

Lot: Each parcel of land shown as a Lot in the recorded final Plat Map of said real property and designated on said map by a separate number. "Lot" shall not include Common Area parcels.

Lot Line, Side: Any boundary line of a Lot which is not a front or rear lot line.

Owner: The person or persons, including Declarant, owning the fee title to any Lot.

Parking Space: A portion of a Lot designed for the purpose of, and containing adequate space for parking of one automobile.

Plat Map: The recorded map showing the Lots and Common Areas, streets and access roads within and adjacent to Lake Shore Estates as described in Part I.

Streets: Roads as shown on said Plat Map, and Alley Ways.

Structure: Anything erected, constructed, placed, laid or installed in, on or over said real property, the use of which requires a location on or in the ground.

### **PART IV - GENERAL RESTRICTIONS**

(a) **Land Use and Building Type:** All Lots shall be used for single family or duplex residential purposes only. No Dwelling shall be constructed, erected, placed,

## 9417750

altered or maintained on any Lot, unless first approved in writing by the ARC. Additional parking spaces may be provided and shall be first approved in writing by the ARC. Any Garage or Parking Spaces shall be used solely by the Owner or occupants and guests of the Dwelling to which it is appurtenant. No vehicles shall be parked in such a manner as to extend over or beyond a common sidewalk or common street curb. Accessory Buildings may be erected only after approval in writing has been obtained from the ARC.

(b) **Dwelling Home Size:** Without the prior written consent of the ARC, the exterior dimensions of each dwelling, exclusive of Garages, open terraces, open patios, open porches and breezeways, shall not be less than 1,000 square feet.

(c) **Creation of Easements for Building Separation:** In order to achieve the required density in this development with detached Dwellings, buildings on many lots will extend to the Lot Line of the building site or will encroach into the setback area from the Lot Line. Where there is construction within the three-foot setback area on any Lot, an easement is necessary on the adjacent Lot in order to maintain the separation between buildings for building code purposes. This section creates such easements.

Whenever a building is constructed on a Lot in the subdivision, and any portion of the building encroaches into the three-foot setback area from a side yard lot line of the lot (hereafter "Reduced Setback Lot"), there shall be created an easement on the lot (hereafter the "Increased Setback Lot") that is adjacent to the lot line with the diminished setback area. The easement shall be in favor of the Reduced Setback Lot.

- (1) On the Increased Setback Lot, no building, exterior wall, column, or other projection including the roof overhang, shall be located closer than six (6) feet from any building exterior wall or overhang on the Reduced Setback Lot. Buildings of any kind (including roof overhangs) on separate lots shall be no closer than six (6) feet to each other.
- (2) On any Lot, if any roof projection, excluding non-combustible rain gutters) extends into the six (6) foot space required in (1) above, such projection shall be one hour fire construction.
- (3) The Owner of the Reduced Setback Lot shall have access to an area extending five (5) feet beyond any building exterior wall on his/her lot for the purpose of repair, maintenance and reconstruction of the building.

In addition, where the rear lot line of a Lot is on a Common Area alley that is a dead end alley, the garage constructed on or near such rear lot line may have its eave encroach into the alley area to a distance not to exceed two feet.

## 9417750

(d) **Driveways:** Access driveways and other paved areas for vehicular use on a Lot shall have a wearing surface of concrete cement or asphalt. Plans and specifications for all driveways, culverts, pavement edging or markers shall be first approved in writing the ARC.

(e) **Nuisances:** No noxious or offensive activity shall be carried on in or upon any part of said real property; nor shall anything be done thereon which may be, or may become, an annoyance or nuisances to the neighborhood. No animals except dogs and cats, and in any case no more than two (2) such animals, not to exceed 25 pounds in weight each, shall be kept or maintained on any Lot. Such animals shall be kept as pets and not for commercial or breeding purposes.

1. Streets and Common Areas may be used for walking. However, a person accompanied by a dog must keep the animal under leash control at all times and be prepared at all times to dispose of pet excrement in a sanitary manner.

2. In the event any pet disturbs the peace or does injury or damage to persons or property, and such action is either an ongoing problem or a serious offense, its owner shall remove it immediately from Lake Shore Estates upon notice from the Declarant or the Association.

3. Homeowner shall not permit any towels, rugs, blankets, items of wearing apparel, clothes trees, or other articles to be hung on the exterior of the dwelling, garage, or other improvements.

4. Exterior Christmas or other holiday lighting or decorations may not be displayed more than twenty (20) days before or twenty (20) days following the holiday commemorated.

5. All garbage, refuse and other waste must be stored in sanitary trash receptacles with tight fitting lids. Trash receptacles must be stored in assigned places.

6. Excessively noisy vehicles shall not be permitted on the property. All vehicles shall be adequately muffled.

7. "Quiet Hours" should be courteously observed between 10:00 pm and 7:00 am.

8. Automobiles not in operating condition or undergoing major repair must be stored in the Garage.

(f) **Plant Diseases and Noxious Insects:** No Owner shall permit any thing or condition to exist upon his/her Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.



**(g) Nameplates, Television or Radio Antennae and Towers, Laundry**

**Drying:** There shall be not more than one nameplate on each Lot. Said nameplate shall be no more than one hundred forty-four (144) square inches in area, and shall contain the name of the occupant or the address of the Dwelling, or both. It may be located on the door of the Dwelling or the wall adjacent thereto, or upon the wall of an Accessory Building or Structure, or it may be freestanding in the front or side yard, provided that the height of the nameplate is not more than twelve (12) inches above the adjoining ground grade. No television or radio antennae, tower, or TV discs shall be erected or used outdoors, whether attached to a Building or Structure, or otherwise, unless first approved in writing by the ARC. Laundry drying equipment, if installed, must be located in areas screened by walls or fences from view by the public.

**(h) Temporary Structures:** No trailer, basement of an uncompleted Building, tent, shack, garage, or barn, and no temporary Building or Structure of any kind shall be used at any time for a residence, either temporary or permanent. Declarant and its agents and employees are exempted from this restriction during development of the property.

**(i) Underground Utilities:** No pipes, conduits, lines, wires, equipment or facilities for the communication, transmission or metering of electricity, gas, water, telephonic current or other utilities shall be constructed, placed or permitted to be placed anywhere in or upon any Lot, other than within Buildings or Structures or attached to the walls thereof, unless the same shall be contained in pipes, conduits, cable or vaults constructed, placed and maintained underground or concealed in or under Buildings or other approved Structures. Easements for installation and maintenance of utilities are hereby reserved to Declarant for the benefit of the Declarant, its assigns and the Lot Owners; provided that any utilities not installed at the time any Lot is sold by Declarant can be installed in Common Area or in a designated easement without the consent of the Owner of said Lot, at the sole expense of Declarant or its assigns. Within such easement areas, no Structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities therein.

**(j) Signs:** Without prior written approval from the ARC, no sign or billboard of any kind shall be displayed by any Owner from any Lot or installed in the Common Area. Unpermitted or unapproved signs are subject to removal, storage at the gatehouse, and disposal after twenty-four (24) hours. Declarant and its agents and employees are exempted from this restriction during development of the property. Nothing herein contained shall prohibit or restrict in any way the Declarant's right to construct such promotional signs or other sales aids, including a sales office, on or about any portion of the premises which it shall deem reasonably necessary in connection with its sale of Lots now or hereafter owned.

## 9417750

**(k) Oil and Mining Operations:** No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, or removing water, oil or other hydrocarbons, minerals of any kind, gravel or earth. No machinery shall be placed, operated or maintained upon any Lot except such machinery as is usual and customary in connection with the maintenance of a private residence.

**(l) Home Occupations:** No gainful occupation, profession or trade or other non-residential use shall be conducted on any Lot or in any building without the prior written approval of the ARC. Garage sales as a commercial activity or pastime will not be approved by the ARC. Garage sales as an occasional events, such as in connection with a household move, may be considered for approval by the ARC, and prior approval by the ARC shall be a pre-requisite.

**(m) Architectural Controls:**

1. The landscape plan for any Lot shall be approved in writing by the ARC. No Building or other Structure of any kind, including, without limitation, Dwellings, Accessory Building, Garages, fences, walls, retaining walls, sidewalks, steps, awnings, poles or swimming pools, shall be erected, constructed, installed, placed, altered or maintained upon any Lot or upon any Street adjacent thereto, and no landscaping of any Lot, except minor gardening and general maintenance, may be performed, unless and until complete and detailed plans and specifications therefore, color scheme thereof, if appropriate, and a plot plan showing and fixing the location of any Structure with reference to Streets and Lot Lines (and the grading plan, if requested) shall have been first submitted for approval to and approved by the ARC. Any refusal by the ARC to approve any plans must be a reasonable determination made in a good faith by said ARC. It shall not be considered unreasonable for the ARC to determine that a Building to be erected on a Lot must be of a size and quality similar to that of the majority of Buildings located on Lots in the vicinity of said Lot. A strong emphasis on lawn installation in front yards exposed to the street as opposed to gravel, rock and use of bark will be made in the approval or disapproval of a landscape plan.

2. If the ARC shall disapprove of any plans and specifications, color scheme, plot plan or grading plan submitted for approval, it shall send notice of such disapproval to the person or persons applying for said approval at the address set forth in the application therefor within thirty (30) days from the date such items are presented to it. If notice of disapproval is not so sent, the plans, etc., as requested shall be deemed to have been approved by the ARC in accordance with the provisions of this Subparagraph (m).

3. The approval by the ARC of any plans or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular Lot, shall not be deemed to be a waiver by the ARC of its right reasonably to object to any of the features or elements embodied therein if and when the same features or elements are

## 9417750

embodied in any subsequent plans and specifications, color scheme, plot plan or grading plan submitted for approval with respect to any other Lots.

4. No landscaping of any Lot, except minor gardening and maintenance, for which any plans and specifications have been approved by the ARC, may be performed, and no Building, Dwelling, or other Structure for which any plans and specifications, color scheme, plot plan or grading plan have been approved by the ARC shall be erected, constructed, installed, placed, altered or maintained, except in strict conformance with said plans and specifications, color scheme, plot plan and grading plan, and such conditions and requirements as the ARC may reasonably impose in connection with its approval of same. Any deviation from said plans and specifications, color scheme, plot plan or grading plan in such performance, erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the ARC required by this Subparagraph (m), and shall be deemed to have been undertaken without the ARC's approval or consent.

5. In this paragraph it is further emphasized that each home shall be no less than 1,000 square feet of living area.

6. Neither Declarant nor the ARC shall be responsible for any defects in any Building or other Structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the ARC or any conditions or requirements that the ARC may have imposed with respect thereto.

### **(n) Visual Obstructions, Fences, Rubbish Areas:**

1. No fence, wall, hedge, or other visual barrier over three (3) feet in height, except for trees approved by the ARC, shall be erected or grown on any Lot forward of a line parallel with either the Dwelling or Garage, at any place where a barrier of greater height would obstruct or impair the view from other Lots. No fence, wall, hedge or other visual barrier over six (6) feet in height, except for trees approved in writing by the ARC, shall be erected or grown at any place on any Lot. The restrictions set forth in this Subparagraph (n) may be waived or modified in writing by the ARC. The ARC shall also supervise the planting and growth of trees and other shrubbery or vegetation on the Lots in said real property (including existing trees) and may remove or direct the Owner of any Lot to remove trees or other shrubbery or vegetation or prohibit the planting or growth of the same on any Lot so that the view from other Lots will not be unreasonably obstructed or impaired. Each Lot Owner agrees to abide by any reasonable order of the ARC prohibiting the planting of trees or other shrubbery or vegetation or directing the cutting down, cutting back or removal of the same.

2. Owners of Lots may erect fences or walls upon said Lots along each Side

## 9417750

Lot Line and Rear Lot Line, painted or stained on all sides. Said fences or walls shall be of such height, materials and construction, and shall extend for such length as shall first be approved in writing by the ARC. Application for approval of such fence or wall shall be made in accordance with the provisions of Subparagraph (m) hereof. In the event that the Owners of Lots having common Lot Lines agree to the construction of a party or common fence or wall, the same may be located upon the boundary line between such Lots.

(o) **Landscaping:** After the installation of a Dwelling and Garage on any Lot, the portion of any Lot not enclosed by a fence or wall shall be landscaped by planting grass or other suitable ground cover, flowers, shrubs, trees or other plant life in accordance with the plans previously submitted and approved by the ARC, and landscaping shall be completed within ninety (90) days of such installation, weather permitting; provided that if no Dwelling and Garage is installed on a Lot within one year of the purchase of said Lot, the Lot Owner shall, within such year, in accordance with a plan submitted to and approved by the ARC, plant grass or other suitable ground cover on said Lot and maintain said grass or ground cover in a neat and attractive manner. If such landscaping is not proposed and performed by any Owner in accordance with the provisions of this paragraph, the ARC and/or the Association may enter on any Lot to perform such landscaping.

(p) **Maintenance of Lots and Dwellings:** Each Owner shall at all times keep and maintain his/her Lot and the exterior of any Building, Accessory Building, Garage or other Structure thereon in good condition and repair, including but not limited to keeping the grass and flower beds watered and free of weeds, keeping the grass on the Lot neatly and uniformly cut to a length of not more than four (4) inches, keeping the shrubbery and trees on said Lot neatly and attractively trimmed, promptly removing any dead plants or trees or any refuse from said Lot, and generally maintaining the landscaping on such Lot in a neat and attractive manner, painting as often as necessary, replacement of trim, caulking, roof repairs, structural repairs, and all other necessary and proper maintenance and repair. To the extent the same is not performed by any Owner, the ARC and/or the Association may perform any such maintenance and/or repair.

(q) **Resubdividing Lots:** No portion of any Lot separate from the whole, and no easement covering all or any portion of any Lot, shall be conveyed unless approved in writing by the ARC.

(r) **Grades and Slope Control:** Without the prior approval of the ARC, no Grade shall be constructed, reconstructed or altered on any Lot, or any portion thereof, and no existing or later approved Grade shall be altered or modified by changing its location or the direction of its slope. Any Owner requesting a deviation from the foregoing requirements shall furnish the ARC with such engineering or geological data concerning erosion, earth movement, drainage, hazards to persons or

public or private property, and any other matters which the ARC requests.

(s) **Relaxation of Covenants:** The ARC shall have the right and privilege to permit the Owner of any Lot or Lots (without the consent of Owners of other Lots) to deviate from any or all of the Covenants set forth in this Part IV, provided that such deviation is necessary in order to carry out the general purposes of this such deviation is necessary in order to carry out the general purposes of this Declaration. Any such permission of the ARC shall be in writing and shall no constitute a waiver of the ARC's powers of enforcement with respect to any of said covenants as to other Lots.

(t) **Parking on Streets/RV Parking:** No parking of vehicles, motorcycles, boats or trailers shall occur upon streets or alleys within the planned community. No Owner shall park any vehicle in a space designated for Guest or Employee parking without the prior approval of Declarant or the Association. The alleys and streets may not be parked in at any time.

(u) **Wetlands:** Any site on any Lot or in the Common Area that is a wetland shall be protected from encroachment and degradation unless necessary regulatory approval to alter the wetland is obtained. Personnel from public agencies having authority to regulate wetlands shall have access at reasonable times to inspect wetland areas for compliance with regulations and mitigation plans.

(v) **Protection of Ayres Lake and Riparian Area:** The following restrictions are imposed for the protection to Ayres Lake as a natural and aesthetic amenity:

1. The Plat Map shows a riparian buffer area along Ayres Lake having a minimum width of ten (10) feet. Owners of these Lots shall not infringe upon or alter the riparian area designated as a buffer area without prior city approval through the Planned Unit Development process.

2. A Common Area walkway will be maintained between the riparian buffer area and the Lots fronting on Ayres Lake, as shown on the Plat Map.

3. No docks in Ayres Lake will be associated with individual Lots.

4. No Owner, renter, guest or invitee shall use a boat with a gas powered engine on Ayres Lake.

5. Lots 1 though 8, which front on Ayres Lake, shall be separated from the Common Area walkway by a wrought iron fence, which will include a locked gate, which the Owner shall keep locked at all times.

6. No Dwelling, including decks and patios, on Lots 1 through 8 shall be sited closer than thirty (30) feet from the water's edge.

7. There will be no open storage of materials under homes on lakefront side of Lots 1 through 8 and no open storage of boats on these Lots.

(w) **Gated Community:** Lake Shore Estates is designed as a gated community. The entrance will be designed and initially operated as a gatehouse with a 24-hour staff. Any bicycle or pedestrian or secondary vehicle access points to this community may be gated with access limited to Owners, their renters, invited guests and invitees and emergency vehicles. After July 1, 1995, the Association may determine whether and to what degree to maintain the gated community character.

(x) **Easement for Security Enclosure:** Lake Shore Estate, as originally platted and as expanded by addition of future phases, will have a security enclosure around its perimeter, unless and until such time as the Association determines otherwise. This enclosure will be constructed of various materials and will be located on the perimeter of many Lots. The Grantor and the Association shall have an easement on any Lot for the repair, maintenance, reconstruction, or removal of any part of the security enclosure. No Owner of any Lot on which the security enclosure is located shall conduct any repair, maintenance, reconstruction, or removal or otherwise cause any changes to the enclosure without the prior written approval of the ARC.

#### **PART V - ARCHITECTURAL REVIEW COMMITTEE**

(a) **Creation:** The Architectural Review Committee, referred to previously and hereafter as the ARC, is hereby created with all of the rights, powers, privileges and duties herein set forth. The ARC shall consist of three (3) members. The initial members are Robert Meltebeke, Sara Meltebeke, and David Meltebeke. In the event of the death, incompetency, resignation or inability to act of any member or members of the ARC, the remaining member or members shall designate a successor. Notwithstanding the foregoing, Declarant shall have the right and power at all times to remove any or all members of the ARC or to fill any vacancy or vacancies. Declarant may in its sole discretion at any time assign by supplemental declaration its powers of removal and appointment with respect to the ARC to the Association and subject to such terms and conditions with respect to the exercise thereof as Declarant may impose. On the earlier of (1) the date ninety (90) percent of the Lots covered by these Covenants have been sold, or (2) three (3) years from the date of recordation of this Declaration, the members of the ARC may be removed by the Association; provided, however, that in the event that additional property is annexed hereto under paragraph (a) of Part VI hereof, Declarant shall retain or, if previously assigned, shall automatically reacquire the right and power to remove any and all members of the ARC and to fill any vacancy or vacancies, until seventy-five (75) percent of all Lots so annexed have been sold.

(b) **Procedure:** All plans and specifications and other material required or permitted to be filed with the ARC hereunder shall be so filed by depositing such plans

9417750

and specifications or other material to Lake Shore Estates, 1724 Lake Shore Drive, Eugene, Oregon 97401. The ARC's approval or disapproval on matters required by this Declaration shall be by majority vote of the ARC.

(c) **Function:** The function of the ARC, in addition to the functions set forth elsewhere in this declaration, shall be to consider and approve or disapprove any plans and specifications or other materials submitted to it with respect to Buildings and other Structures to be erected, constructed, reconstructed, installed, altered, placed or maintained on Lots and for the alteration or remodeling of or additions to any then existing Structure on Lots, so that all Structures shall conform to the provisions hereof, the general plan of development and such rules as the ARC may adopt for the improvement and development of said real property. Nothing herein shall be construed as authorizing or empowering the ARC, by rule or otherwise, to change or waive any provision of these restrictions, except as herein provided.

#### **PART VI - ANNEXATION OF SUBSEQUENT DEVELOPMENTS**

(a) The property described in Part I is Phase I of a larger parcel of land owned by the Declarant and contemplated to be platted as an additional phase (or phases) of Lake Shore Estates. This additional land abuts Phase I of Lake Shore Estates immediately to the east, and tentative approval of its subdivision into residential lots has been granted by the City of Eugene as a part of Lake Shore Estates PUD. Declarant may at any time, or from time to time, for a period not to exceed ten (10) years from the date of recording of these Declarations, add all or a portion of these additional lots (not to exceed two hundred ten (210)) to the land subject to this Declaration and described in Part I.

(b) Upon the recording of such additional Plat (or Plats), the additional properties shall become a part of Lake Shore Estates, and, unless otherwise determined by declarant at the time of the recording, all provisions contained in this Declaration shall apply to the added territory in the same manner as if it were originally covered by this Declaration; and therefore, the rights, powers and responsibilities of the parties to this Declaration with respect to the added territory shall be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the added territory shall be the same as if the added territory were originally covered by this Declaration. The additional properties may also be subject to CCRs in addition to those in this Declaration.

(c) A "Notice of Addition of Territory" shall be executed, acknowledged, and recorded by the Declarant setting forth the following provisions: A reference to this Declaration, which reference shall state the date of recording hereof and the filing data and instrument number in the Records of Lane County, Oregon, where this Declaration is recorded; a statement that the provisions of this Declaration shall apply

9417750

to the added territory in the manner set forth in this Part; a description, by way of recording date of property within the added territory; references to such information and exhibits as are necessary to make this Declaration applicable to the added territory.

#### PART VII - COMMON AREA

(a) **Use:** Subject to the limitations and reservations hereafter provided, each Owner shall have and is hereby granted and there is retained by and for these of Declarant, its successors and assigns, a non-exclusive right to use the Common Area as follows:

1. A non-exclusive easement for ingress and egress over all Streets within said real property. Alley ways are only to be used to access Homes, not as traffic short cuts.

2. A non-exclusive right of use of all common Areas within said real property as shown on the recorded Plat thereof, together with all facilities located thereon.

(b) **Rules and Limitations:** The use of Common Area shall be subject to all rules and regulations from time to time promulgated by the Association, as well as the rights of Declarant and Declarants' successors hereafter described, and to such road and public utility easements and rights of way as may from time to time be taken under power of eminent domain, and to such other road and public and private utility easements as may from time to time be granted or conveyed by the Association or by Declarant prior to the time Declarant shall transfer and convey said Common Area to the Association in accordance with Part VII (d) hereof.

(c) **Improvements:** No improvement, excavation or other work which in any way alters any Common Area from its natural or existing state on the date such Common Area was conveyed by Declarant to the Association as hereafter provided shall be made or done except upon strict compliance with the following provisions:

1. No person other than the Association acting for the Owners shall construct, reconstruct, refinish, alter or maintain any improvement upon or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from, or plant any tree, shrub or other vegetation upon the Common Area.

2. If the Association or Grantor proposes to construct or reconstruct, or to refinish or alter any improvement located or to be located upon Common Area, to make or create any excavation or fill, or to change the natural or existing drainage or surface waters, or to remove any trees, shrubs or ground cover, or to plant any trees, shrubs or ground cover upon Common Area, it shall submit to the ARC for approval



9417750

two sets of final plans and specifications for any such work in such form and containing such information as the ARC may from time to time require. The ARC shall approve the plans and specifications submitted to it pursuant to this paragraph only if such improvement is reasonably necessary for any utility installation serving any property within Lake Shore Estates, is desirable in order to provide or improve access to enhance the use and enjoyment of any property within Lake Shore Estates, and if the proposed work shall not materially prejudice Declarant's reserved easement rights in the Common Area, or Lake Shore Estates or any Owner in the use and enjoyment of his/her property.

All such approvals shall be in writing; plans which are rejected within forty-five (45) days from the date of submission thereof to the ARC shall be rejected in writing, which written notices of rejection shall set forth with particularity the reasons for such rejection. In any event, plans shall be deemed automatically approved within forty-five (45) days, if no written approval or reflection has been given; provided, however, notwithstanding the foregoing, the Association may at any time, and from time to time, without the necessity of obtaining approval of the ARC, construct, reconstruct, replace or refinish any road or Street improvement or walkway upon any portion of Common Area constituting a road or Street or Walkway, and replace destroyed trees or other vegetation on Common Area, and to the extent that the Association deems necessary for the conservation of water and soil, plant trees, shrubs and ground cover, and plant and maintain upon Common Area such signs and markers as the Association may, in its sole discretion, deem necessary for the identification of Lake Shore Estates, and of roads, Streets and walkways, and the regulation of traffic, including parking, and the regulation and use of Common Area, as well as for the health, welfare and safety of the Owners, and place and maintain a gate or guard station or both at the entrance of said Streets from public streets.

**(d) Conveyance of Common Area and Reservation of Easements and Rights of Way:** Grantor shall transfer and convey to the Association, by warranty deed recorded after the recordation of the Plat Map hereinabove referred to, subject to the limitations and reservations hereafter provided, all right, title and interest in and to all the Common Area, on or before such time as 75% of the 64 Lots in Phase I of Lake Shore Estates, as platted and recorded, shall have been sold. Said warranty deed is hereby declared to be subject to any or all of the following exceptions, liens and encumbrances:

1. The lien of real property taxes and assessments not delinquent.
2. An easement and right of way on, over or under all or any part thereof, to each and every Owner, for the use thereof, in accordance with Part VII(a) of these Covenants.
3. An easement and right of way and rights of use on, to and from other

## 9417750

properties owned by Grantor and Grantor's successors and assigns, which easements and rights of way and rights of use are hereby reserved to Grantor and Grantor's successors and assigns and the occupants, tenants, licensees, and/or dwellers of any real property owned by Grantor and Grantor's successors and assigns in Lane County, Oregon, which are annexed to Lake Shore Estates as provided in Part VI hereof.

4. An easement and right of way on, over or under all or any part thereof, reserved to Grantor or the Association, and granted to or for the benefit of the United States of America, the State of Oregon, the County of Lane, any other political subdivision or public organization, any public utility corporation, or any Lot, for the purpose of constructing, installing, erecting, drilling, operating, replacing and maintaining thereon, therein and thereunder, at that time or at any time in the future, (a) roads, streets, walks, driveways, parking areas, parkways and park; (b) poles, wires, cables and conduits for the transmission of electric energy for lighting, heating, power, communication and other purposes and for the necessary attachments in connection therewith; and (c) public and private sewers, sewage disposal systems storm water drains, land drains, pipes water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith, or any other facilities and structures necessary for the control of surface and subsurface waters of any nature and the production, transmission and distribution of water by any means.

5. The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Oregon, or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation.

6. Any other lien, encumbrance or defect of title of any kind whatsoever (other than of the type which would at any time or from time to time create a lien upon such property to secure an obligation to pay money) which would not at any time materially and actually prejudice the Owners in their use and enjoyment of such property.

(e) **Condemnation of Common Area:** If at any time all or any portion of the Common Area, or any interest therein is taken for any public or quasi-public use under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to Grantor and the Owners of respective interests in said Common Area, as their interests may appear. The interests in said Common Area of each Owner, including Grantor, shall be calculated by a fraction the numerator of which is the number of Lots in Lake Shore Estates owned by such Owner and the denominator of which is the total number of Lots in Lake Shore Estates. No Owner shall be entitled to participate individually, as a party, or otherwise, in any proceedings relating to such condemnation, such right of

## 9417750

participation being herein reserved exclusively to the Grantor, or the Association after it takes title to the Common Area, which shall in its name alone represent the interest of all Owners.

(f) **Partition:** There shall be no judicial partition of the Common Area, or any part thereof, nor shall any Owner seek judicial partition thereof.

(g) **Destruction of or Damage to Common Area:** In the event that all or any portion of the Common Area or the improvements thereon be destroyed or damaged, the Grantee, or the Association after it takes title to the Common Area, shall use the insurance proceeds payable to the Association on account of such destruction or damage to rebuild or otherwise repair and replace the Common Area or improvements thereon which have been destroyed or damaged. In the event that such insurance proceeds are not sufficient to repair or replace the destroyed or damaged property, then the Association may, to the extent available, use money from the operating fund described in Part IX hereof, or levy an improvement assessment in accordance with the provisions of Part IX hereof to effect such repair or replacement.

### PART VIII - ASSOCIATION

(a) **Organization:** Lake Shore Estates Homeowners' Association is to be a nonprofit corporation charged with the duties and empowered with the rights set forth herein. The Association is to be created after a sufficient number of dwellings are constructed and occupied in Lake Shore Estates and the need for such organization exists for the administration, regulatory use and enjoyment of the common areas throughout the subdivision. At that time the Articles of Incorporation will be filed by the Declarant and the corporation formed. The Board of Directors will be elected from the membership comprised of all Lot Owners, and officers shall be elected from the Board membership. The Declarant shall appoint the members of the first Board of Directors. Each Owner shall automatically become a member of the Association.

Until such time as the Association is incorporated, Lake Shore Estates, Inc. shall have all of the powers and authority of the Association and its Board of Directors and Members as provided herein, including the unilateral power to amend, repeal or replace this Declaration; provided, however, that no provision herein required by the City in connection with subdivision plat approval, PUD approval, or the PUD development agreement shall be changed without the consent of the City.

(b) **Membership:** Each Owner, by virtue of being an Owner and for so long as he/she is an Owner, shall be a member of the Association. The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of these Covenants and the Articles and the By-laws.

(c) **Voting Rights:** Each Owner shall be entitled to one vote for each Lot owned by such Owner on all matters properly submitted for vote to the membership of the Association; in the event of multiple Owners of the same Lot, or multiple Owners of a Duplex Dwelling, the vote applicable to the Lot or Duplex so owned shall only be cast if the multiple owners shall unanimously agree to cast said vote. At any election of the members of the Board of Directors of the Association, every Owner entitled to vote may cumulate his/her votes and give any one or more candidates a number of votes equal to the number of Lots owned by the Owner multiplied by the number of directors to be elected. The right to vote may not be severed or separated from any Lot, and any sale, transfer, or conveyance of any Lot to a new Owner shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

(d) **Duties and Obligations of the Association:** The Association shall have the obligations and duties, subject to these Covenants, to do and perform each and every one of the following for the benefit of the Owners and for the maintenance and improvement of Lake Shore Estates. In this connection, the Association shall accept as part of Lake Shore Estates all property annexed to Lake Shore Estates pursuant to these Covenants and shall accept all Owners thereof as members of the Association. The Association shall provide for the maintenance of the Common Area in good order and repair, and for the management of all recreational and other facilities in or upon said Common Area. The Association may charge a reasonable fee for the use of the recreational facilities. The Association shall enter upon and maintain, or provide for the maintenance of, any Lot which is not maintained by the Owner thereof in accordance with the requirements of these Covenants. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon any portion of Common Area. If not provided by municipal, county or other governmental body, and unless the cost thereof is assessed, directly or indirectly, against the Owners by such body, the Association shall contract for, employ, or otherwise provide, police protection.

The Association shall obtain, whether by purchase or by transfer from Declarant, and maintain in force the following policies of insurance in the stated minimum amounts, which shall be periodically adjusted for inflation:

1. Fire and extended coverage insurance on all improvements owned by the Association, in an amount of not less than ninety (90) percent of the aggregate full insurable value (replacement value exclusive of the cost of excavations, foundations and footings), of such improvements as from time to time determined by the Association.

2. Bodily injury liability insurance with limits of not less than Two Hundred Thousand Dollars (\$200,000) per person and One Million Dollars with respect to Lake Shore Estates.

9417750

3. Property damage liability insurance with a deductible of not more than \$1,000.00 and a limit of not less than \$500,000.00 per accident.

The policies of insurance referred to in Subparagraphs 2 and 3 above shall name as insured the Association, the Board, the ARC, and the owners. Each policy of insurance obtained by the Association shall expressly waive all rights of subrogation against Grantor, its representatives and employees, and any Owner.

To the extent provided herein, the Association shall exercise its rights to appoint and remove members of the ARC to ensure that at all times there is available a duly constituted and appointed ARC.

(e) **Power and Authority of the Association:** The Association shall have all of the power set forth in the Articles, together with its general powers as a corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-laws and in these Covenants, to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of these Covenants, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or the peace, health, comfort, safety and general welfare of the Owners. Without in any way limiting the generality of the foregoing:

1. The Association is hereby given the right, power and authority at any time, and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions of these Covenants, and/or for the purpose of maintaining and repairing any such property if for any reason whatsoever the Owner thereof involved fails to maintain and repair such property as required herein, and all of the costs, of such entry, enforcement, maintenance and repair, including, without limitation, attorneys' fees, collection fees, personnel costs and equipment and material costs which shall be added to the amount of the maintenance assessment charged to said Owner and shall be treated as an enforceable assessment in accordance with Part IX hereof. The Association may from time to time, in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Covenants and to enforce, by mandatory induction or otherwise, all of the provisions of these Covenants.

2. In fulfilling any of its obligations or duties under these Covenants, including, without limitation, its obligations or duties for the maintenance, repair, management, operation or administration of Common Area, or to construct improvements on the Common Area and, to the extent necessitated by the failure of the Owners thereof on Lots, the Association shall have the power and authority:

(i) To contract and pay for, or otherwise provide for, the maintenance,

## 9417750

restoration, and repair of all improvements of whatever purpose from time to time located upon Common Area.

(ii) To obtain, maintain and pay for such insurance policies or bonds, whether or not required hereunder, as the Association shall deem to be appropriate for the protection or benefit of Lake Shore Estates, the Association, the members of the Board, the members of the ARC, or Owners, including without limitation, workers' compensation insurance, malicious mischief insurance, automobile non-ownership insurance and performance and fidelity bonds.

(iii) To contract and pay for, or otherwise provide for, such utility services as may from time to time be required.

(iv) To contract and pay for fire, police and such other protection services as the Association shall from time to time deem necessary for the benefit of Lake Shore Estates.

(v) To contract and pay for the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services and the Association deems necessary.

(vi) To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extend the Association deems necessary.

3. The Association, acting on behalf of the Owners, shall have the power and authority from time to time to grant and convey to any third party such easements, rights of way, parcels, or strips of land in, on over or under any Common Area, for the purpose of constructing, erecting, operating and maintaining thereon: (1) public roads, Streets, walks, driveways, parkways and park areas; (b) poles, wires and conduits for the transmission of electricity for lighting, heating power, telephone, television and other purposes and for the necessary attachments in connection therewith; and (c) public and private sewers, storm water drains, land drains, land drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes, and any and all equipment in connection with the foregoing.

4. The Association may from time to time employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Oregon and upon such conditions as are otherwise deemed advisable to the Association, the Association may delegate to the manager any of its powers under these Covenants.

5. The Association shall have the right to pay, compromise or contest any and all taxes and assessments levied against all or any part of the Common Area or upon any personal property belonging to the Association; provided, however, that prior to

## 9417750

the sale or other disposition of any property to satisfy the payment of any such tax or assessment, the Association shall pay and discharge the lien imposed with respect to said property.

6. The Association shall have the power and authority at any time, and from time to time, to require the payment by each Owner of reasonable miscellaneous fees.

(f) **Rules:** The Association may, subject to the provisions of these Covenants, adopt, amend and repeal rules and regulations, to be known as Lake Shore Estates Rules, governing, among other things:

1. The use of Common Area, including, but not limited to, recreational facilities.
2. The use of roads and parking.
3. The collection and disposal of refuse.
4. The burning of open fires.
5. The maintenance of animals within Lake Shore Estates
6. Restrictions on using Common Area and/or Lots for noxious, offensive or hazardous activities.
7. Parking restrictions and limitations.
8. Maximum speeds for vehicular travel.
9. The time when commercial vehicles may be permitted to use the roads.
10. The type or types of vehicles other than conventionally equipped passenger automobiles which may be permitted to use the roads.

The Rules may, without limitation and to the extent deemed necessary by the Association in order to preserve the benefits of Lake Shore Estates for all Owners, their Families, invitees, licensees and lessees, restrict and govern the use of Common Area by any Owner, by the Family of such Owner, or by any invitee, licensee, or lessee of such Owner. A copy of the Lake Shore Estates Rules shall be maintained with the corporate records of the Association and shall be available for inspection by any Owner. Such Rules shall not discriminate against Grantor, its successors and assigns, or the occupants, tenants, licensees or dwellers of any property owned by Grantor or Grantor's successors or assigns in the uses of the Common Area herein reserved.

(g) **Liability of Members of Board:** No member of the Board shall be personally liable to any Owner, or to any other person, including Grantor, for any error or omission of the Association, its representatives and employees, the ARC or the manager; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

### **PART IX - FUNDS AND ASSESSMENTS**

Beginning July 1, 1995, all costs for maintenance of all Common Areas and

## 9417750

facilities, and any public assessment by the City of Eugene, shall be paid by Owners and shall be assessed in accordance with this part.

(a) **Operating Fund:** There shall be an operating fund, into which the Association shall deposit all monies paid to it as: (1) Maintenance assessments; (2) Special assessments; (3) Miscellaneous fees; and (4) Income and profits attributable to the operating fund. From this fund, the Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

(b) **Maintenance Assessment:** Within thirty (30) days prior to the commencement of each fiscal year, the Association shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its function hereunder (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves for contingencies and replacements) in the operating fund at the start of such fiscal year which is attributable to Maintenance Assessments.

The sum of the estimate determined as above provided shall be assessed to the Owners as a Maintenance Assessment, with an equal amount per Lot to be fixed by the Association. If, at any time, during any fiscal year the Maintenance Assessment proves inadequate for any reason, the Association may levy a further assessment in the amount of such actual or estimated inadequacy, with an equal amount to be assessed to the Owner of each Lot in Lake Shore Estates. Maintenance Assessments shall be due and payable by the Owners to the Association in equal monthly installments, on or before the first day of each month during the fiscal year, or in such other manner as the Association shall designate.

(c) **Special Assessment:** The Association shall levy a Special Assessment against any Owner as a direct result of whose acts or failure or refusal to act or otherwise to comply with these Covenants; the Rules and ARC rules, monies were expended from the operating fund by the Association in performing its functions under these Covenants. Such assessment shall be in the amount so expended, and shall be due and payable to the Association when levied.

(d) **Improvement Assessment:** The Association may levy, in any fiscal year, an Improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written consent of fifty-one percent (51%) of the members of the Association, excluding Grantor. Such improvement assessments shall be deposited into an improvement fund.



(e) **Default in Payment of Assessments:** Each assessment under this Part and each sum to be treated and/or enforced as an assessment under the terms of these Covenants shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed. If the Owner does not pay such assessment or sum or any installment thereof when due, the Owner shall be deemed to be in default and the amount of the assessment or sum not paid, together with the amount of any subsequent default, plus interest at ten percent (10%) per annum, and costs, including reasonable attorneys' fees, shall become a lien upon the Lot or Lots of such Owner upon the recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage upon the Lot or Lots of such Owner which is made in good faith and for value and is recorded prior to the recordation of such notice of default. The Association shall timely record such notice of default and shall commence proceedings to enforce payment thereof of such lien following recordation by foreclosure in any manner provided by the laws of the State of Oregon. The foregoing remedy shall be in addition to any other remedies provided by law for the enforcement of such obligations.

The Association shall execute and acknowledge a certificate stating the indebtedness secured by the lien upon any Lot or Lots, and such certificate shall be conclusive upon the Association and the Owners, in favor of all persons who rely thereon in good faith, as to the amount of such indebtedness on the date of the certificate. The Association shall furnish a copy of such certificate to any Owner upon request, at a reasonable fee.

(f) **Public Assessments:** Any public assessment against the property subject to the Plat Map that arises from public improvements adjacent to the property shall be allocated equally to each Lot in the Plat.

(g) **Assessment Exemption for Lot 10:** Lot 10 shall be exempt from any Maintenance Assessment, Special Assessment, or Improvement Assessment due under Part IX of this Declaration during the duration of the life estate of Mr. and Mrs. George Saunders in Lot 10. Furthermore, during such life estate, any Public Assessment against Lot 10 shall be paid by the Declarant.

(h) **Timing of Assessments by the Association:** The following provisions govern when Owners will be subject to assessments imposed by the Association:

1. No maintenance assessment, special assessment, or improvement assessment shall be levied against any Owner until the first day of the month following initial occupancy of a Dwelling or Lot.

2. No Owner shall be subject to any maintenance assessment, special assessment, or improvement assessment prior to July 1, 1995. Prior to July 1, 1995, the Declarant shall carry the full operational cost of the development, including the

**9417750**

cost of operating the gatehouse at the entry.

**PART X - GENERAL PROVISIONS**

(a) **Effective Date of Covenants:** Subject to paragraph (d) of this Part X, each of said Covenants set forth in this Declaration shall continue to be binding as set forth in Paragraph (b) of this Part for an initial period of fifty (50) years from the date of recordation hereof. This Declaration shall automatically renew thereafter for terms of twenty (20) years.

(b) **Covenants to Run With Said Real Property:** Each of said Covenants shall run with said real property and each Lot, part or parcel thereof, and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under it. Each purchase of any Lot, part or parcel of or in said real property shall, by acceptance of a deed or other conveyance for any such properties, thereby be conclusively deemed to have consented to and agreed to all of said Covenants for himself/herself and his/her heirs, executors, administrators and assigns, and does by said acceptance covenant for himself/herself and for his/her heirs, executors, administrators and assigns to observe, perform and be bound by said Covenants and to incorporate said Covenants by reference in any deed or other conveyance of all or any portion of his/her interest in any of said real property or any Lot, part or parcel thereof.

(c) **Violation of Restrictions, Enforcement:**

1. Upon any violation of any provision contained herein, the Association, or the ARC may enter any Lot upon or as to which a violation occurs, and may modify, remedy or summarily abate, at the expense of the Owner of such Lot, any thing or condition that may be or exist thereon contrary to the provisions hereof. The ARC or the Association shall not thereby be deemed to have trespassed upon such Lot, and shall be subject to no liability to the Owner or occupant of such parcel for any such entry or other action taken pursuant to this subparagraph. To the extent that the Owner of such Lot fails to reimburse the ARC or the Association for any such reasonable expense incurred, the unpaid amount thereof shall be added to the amount of the Maintenance Assessment charged to said Owner and shall be enforceable as an assessment in accordance with Part IX hereof.

2. Violation of any Covenant herein may be enjoined, abated, restrained, or otherwise remedied by any lawful means or proceedings by Declarant, by the ARC, by the Association, or by the Owner. Proceedings to restrain violation of said Covenants may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of proceedings brought by Declarant or the ARC or the Association to enforce or restrain violation of any of said Covenants, or to determine the rights or duties of any person hereunder, and Declarant or the ARC or the

Association prevails in such proceedings, it may receive reasonable attorneys' fees to be fixed by the court, in addition to court costs and any other reliefs awarded by the court in such proceedings.

3. Each Owner may be penalized for such Owner's violation of any of said Covenants or of any provision of the Articles or By-laws by having the Association assess a fine against such Owner and/or suspend the right of such Owner to use the recreational Common Area and/or suspend the right to such Owner to vote at meetings of the Association; provided that any such fine may not exceed the sum of two hundred dollars (\$200.00) per violation and such use and/or voting suspension may not be imposed for a period longer than thirty (30) days per violation. If any such fine imposed on an Owner by the Association is not paid by said Owner within sixty (60) days after said Owner has received from the Association written notice of the imposition of such fine, then the amount of such fine shall be added to the amount of the Maintenance Assessment charged to said Owner and shall be enforceable as an Assessment in accordance with Part IX hereof. No penalty may be imposed under this paragraph until the Owner accused of any such violation has been afforded the right to have a hearing before the Board of Directors of the Association, or a committee designated by the Board to conduct such hearing, or has, in writing, waived such right. Each such Owner shall have the right to be heard in person, by submission of a written statement, or through a spokesman at any such hearing.

4. Said Covenants shall bind and inure to the benefit of and be enforceable by Declarant, the Association, the ARC, the Owner or Owners of any Lot, part or parcel in or of said property and the respective heirs, successors and assigns of each. The failure of Declarant or the ARC, and the Owner or Owners of Any Lot, part or parcel in or of said property and the respective heirs, successors and assigns of each. The failure of Declarant or the ARC or the Association, or of any such Owner, or of any other person entitled to enforce any of said Covenants, to enforce the same shall in no event to deemed a waiver of the right of such person or of any other person entitled to enforce these Covenants to enforce the same thereafter.

5. Waiver or attempted waiver of any Covenants with respect to any Lot in or of said real property shall not be deemed a waiver thereof as to any other Lot, nor shall the violation of any of said Covenants upon any Lot or Lots affect the applicability or enforceability of said Covenants with respect to any other Lot.

(d) **Amendment of Covenants:** Subsequent to the formation of the Association, the Owners of the Lots may revoke, modify, amend or supplement, in whole or in part, any or all of said Covenants, and may release from any part or all of said Covenants all or any part of said real property, but only at the following times and in the following manner:

1. Any such change or changes may be made effective only if the Owners of at

## 9417750

least two-thirds (2/3) of said Lots consent thereto; and

2. Any such change or changes shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners and recorded in the Office of the County Recorder, Lane County, Oregon; and

3. Provided, however, that no provision herein required by the City in connection with subdivision plat approval, PUD approval, or the PUD development agreement shall be changed without the consent of the City.

A recordable certificate by a reputable title insurance company doing business in Lane County, Oregon, as to the record ownership of the Lots shall be deemed conclusive evidence thereof for purposes of application of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons then owning any Lot, part or parcel in or of said real property and shall run with the land and bind all persons claiming by, through or under any one or more of them.

(e) **Mortgages and Deeds of Trust:** Said Covenants shall be subject and subordinate to all mortgages, deeds of trust or other security instruments in the nature of a mortgage or deed of trust now or hereafter executed and made in good faith which encumber any of said real property, and none of said Covenants or other provisions hereof shall supersede or in any way reduce the security of any such mortgage, deed of trust or other security instrument; provided, however, that if any of said real property is acquired in lieu of foreclosure, or is purchased under foreclosure of any such mortgage, deed of trust or other security instrument, or under any judicial sale, any person so acquiring or purchasing said property, and his/her grantees, heir, personal representatives, successors or assigns shall hold all of said property subject to all of said Covenants.

(f) **Severability of Parts:** If a court of competent jurisdiction shall hold invalid or unenforceable any of said Covenants or other provisions contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

(g) **Assignment of Declarant's Rights and Powers:** Declarant, its successors and assigns, reserves the right to vest any corporation or association with all or any of the rights, interest, privileges, easements, powers and duties herein retained or reserved by Declarant by a supplemental declaration and assignment, which shall be effective when recorded in the Office of the County Recorder of Lane County, Oregon; Declarant shall thereupon be relieved and discharged from every duty so vested in such other corporation or association.

(h) **Mailing Address for Notice:** Each Owner of a Lot shall file the correct

LAKE SHORE

mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant, shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration. Declarant's address, for the purpose of all notices required or permitted to be given hereunder, is: Lake Shore Estates, 1724 Lake Shore Drive, Eugene, Oregon 97401, or such other address as the Declarant shall specify from time to time by supplemental declaration executed by Declarant and recorded in the official records of Lane County, Oregon.

(i) **Word Usage:** The masculine gender as used herein shall include the feminine and neuter genders, and singular shall include the plural.

(j) **Headings:** The Headings of the Parts and paragraphs herein contained are for convenience only and shall not be used in the construction or interpretation of this Declaration.

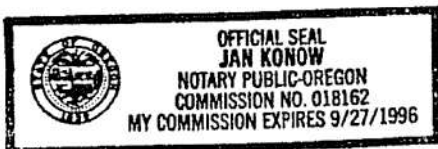
**IN WITNESS WHEREOF**, the Declarant has hereunto set his hand and seal this 9<sup>th</sup> day of ~~December/1993~~ February, 1994

PARADISE DEVELOPMENT CO.,  
an Oregon Corporation.

By: Robert Meltebeke  
Robert Meltebeke, President

STATE OF OREGON            )  
  )  
County of Lane            )    ss.

The foregoing instrument was acknowledged before me on ~~December~~ February 9, 1994, by Robert Meltebeke, President of Paradise Development Co., as his voluntary act and deed.



Jan Konow  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

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10-11-09

PLAT 94-74160

9417750

State of Oregon,  
County of Lane—s.  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

10 APR 94 12: 09

Reel **1930R**

Lane County OFFICIAL RECORDS,  
Lane County Clerk

By:   
COUNTY CLERK

