

# Lake Shore Estates

## **Policies, Procedures and Guidelines adopted on September 10, 2021 by the Lake Shore Board of Directors.**

As provided by the CC&Rs, page 22 PART VIII (f), the Association has the authority to adopt, amend, and repeal rules and regulations as deemed necessary.

These policies, procedures, and guidelines supersede prior documents. Each and every owner/tenant will receive a copy. Please take time to read and review these policies, procedures and guidelines. If there are any questions or clarification needed, please contact a board member.

Lake Shore Estates Board

## **POLICY ON MAINTENANCE OF LOTS**

Lake Shore Estates HOA (Home Owners' Association) has the responsibility for care, feeding, and maintenance of all lawns, shrubs, plants, and trees on all Lots and Common Areas. The Association will replace any of these items that die from natural causes. In the cases where the Homeowner has taken responsibility for care, feeding, watering or maintenance, the Homeowner will be responsible for any replacement costs.

Association responsibility does not extend to back or side yard areas that are fenced in by the Owner, and landscaping in those areas is exempt from ARC (Architectural Review Committee) approval, unless visible to public view. All front yard modifications require ARC approval.

While the ownership of the irrigation system lies with the homeowner, the association accepts responsibility for maintenance of the system. This includes, but is not limited to system startup, setting and adjusting timer controls, sprinkler head replacement and winterizing the system. The residential water service pressure regulator is the responsibility of the homeowner.

## **POLICY ON LOT AND LANDSCAPE CHANGES**

Any and all changes to lots, dwellings, structures, and/or landscape must be approved in advance by the ARC or ARC Sub-Committee. This includes plantings of any kind, trees, shrubs, flowers, or any structural modifications.

## **POLICY ON GATEHOUSE OPERATING HOURS**

Gatehouse hours may be modified at the discretion of the Board. The Gatehouse will be currently staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, and noon to 4:00 p.m. on Saturday and Sunday. The Gatehouse will be closed for the following holidays: New Year's Day, Easter Sunday, Mother's Day, Memorial Day, Father's Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, noon on Christmas Eve, and Christmas Day.

## THE LAKE SHORE ESTATES LANDSCAPE COMMITTEE

**Purpose:** To work in conjunction with the ARC Committee and the current Lake Shore Estates landscaping company to assist in the husbandry and improvement of the common landscape areas of Lake Shore Estates, and assist homeowners' landscaping concerns with landscaping performed on their individual lots.

**Selection and Term:** The Lake Shore Estates Landscaping Committee members will be selected by the Lake Shore Board of Directors. The term of service by the committee members resident members that each will serve is as follows.

**Composition:**

- 1 Lake Shore Estate Board of Directors member (1 year)
- 1 member from ARC Committee
- 1 Representative of the current landscaping company
- 4 owner residents of Lake Shore Estates; two of the committee members will serve for a 1-year term and two committee members will serve for a 2-year term.

**Duties:**

- A. Meet at least once per quarter to address landscape issues in common areas and individual lots.
- B. Submit landscaping projects and plans to the Lake Shore Estates Board of Directors for approval and funding.
- C. Assist in the determination of appropriate landscaping design for the common areas within Lake Shore Estates and Lake Shore Estates property bordering Ayres and Gilham Roads.
- D. Organize volunteer landscape projects to improve the landscaping if approved by the lot owner.
- E. Submit a monthly report by a member of the committee in attendance at the monthly Lake Shore Estates Board meeting. The report shall include all projects proposed and recent changes or additions to the landscaping
- F. Submit to the Board recommendations for improvements to landscaping by the landscaping company and report any deficiencies in their work in common areas and individual lots.

## **POLICY ON GATEHOUSE STAFFING**

The Lake Shore Estates Gatehouse is staffed with BMC employees; this is included as a BMC responsibility under the Management Contract.

The staff consists of a full-time permanent person, a part-time permanent person, and trained back up personnel who can cover when the permanent personnel are unavailable.

In case of short term notice of emergency staff unavailability, the following procedure will be followed:

- ▶ Trained BMC personnel will cover if at all possible.
- ▶ If no trained personnel are available and needed coverage is 4 hours or less, the gatehouse will be unmanned and visitors will be required to use the Call Box.
- ▶ If no trained personnel are available and needed coverage is more than 4 hours, BMC will hire a temporary service to provide Gatehouse coverage. A Gatehouse manual is available with instructions to new personnel.

## **POLICY ON COACH LAMPS**

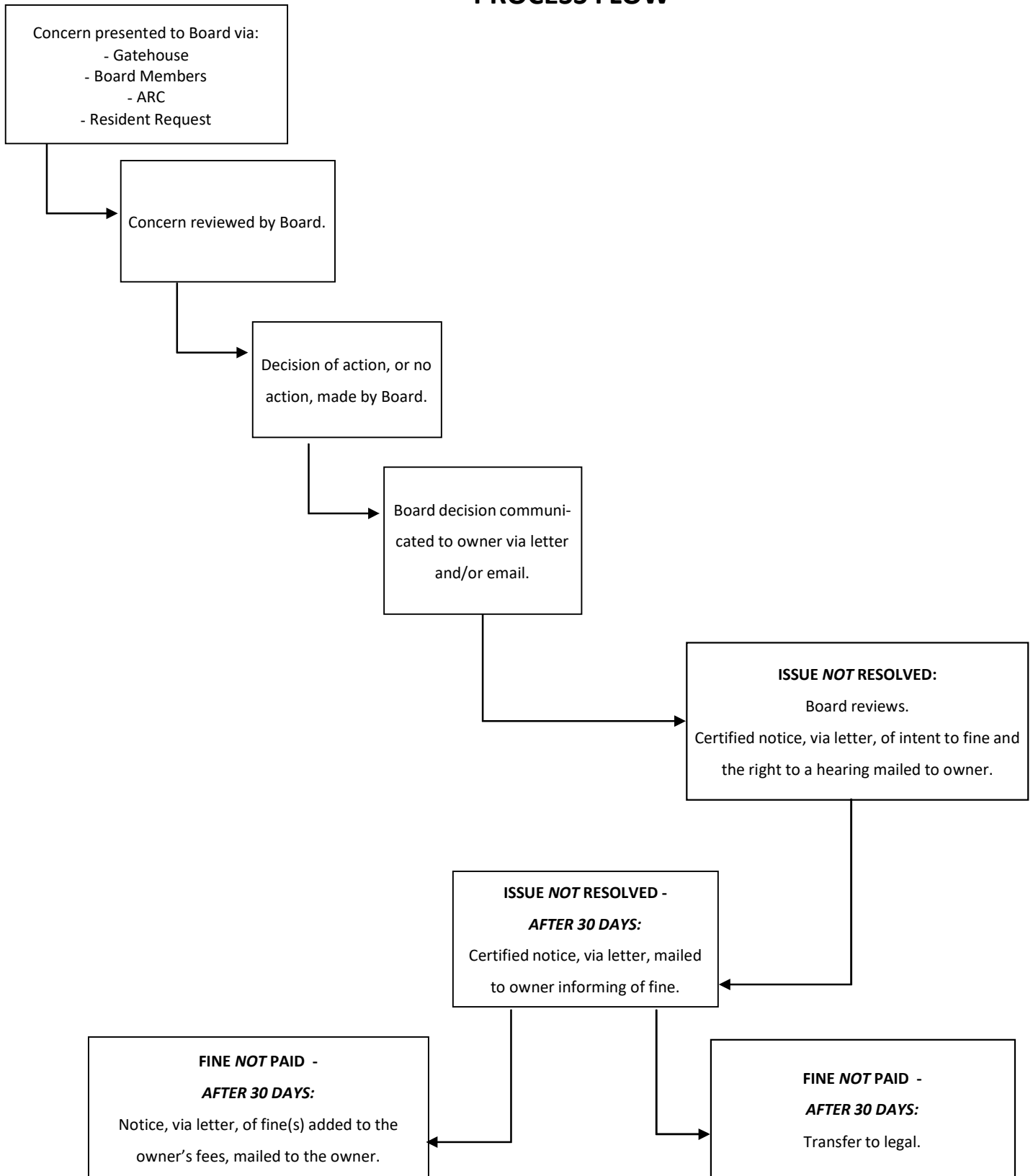
All coach lamps in Lake Shore Estates are owned and maintained by the Association even though they are located on Owner's property, and electricity is connected to the Owner's electrical system. The Association gives the Owners a credit monthly against their Assessment to compensate for the cost of operating the coach lamp. This credit is adjusted periodically to reflect changes in the cost of electricity. All Owners who have coach lamps on their property are furnished a copy of Meltebeke Construction's letter of 13 October 2013. All coach lamps have hanging baskets of flowers installed in the spring at the Association's expense. Water for the hanging baskets is obtained from the irrigation system on the lot, and credit for water usage is included in the electricity credit.

**LAKE SHORE ESTATES  
HOMEOWNER'S ASSOCIATION  
APPROVED SIGN GUIDELINES**

1. The approved LSE Real Estate "FOR SALE" sign must be placed in the front yard of a residence and is provided at the Gatehouse. Two name riders no larger than 6" x 18" may be attached under this sign. The name of the realtor will be on one, and the name of the real estate company will be on the second.
  
2. A "FOR RENT" sign must be placed in one window of a residence and must not be larger than 18" x 24".
  
3. One "SECURITY" decal/sticker may be placed in one front window of a residence and must be no larger than 4" X 6". Any variance requires an exception request to be submitted to the Board. Other signs and decals/stickers may be placed within an owner's enclosed side yard, not in public view.
  
4. Required medical signs are allowed.
  
5. No other signs are allowed visible from the street except for sports signs as addressed elsewhere in the Lake Shore Rules.

# LAKE SHORE ESTATES RESOLUTION REQUEST PLAN

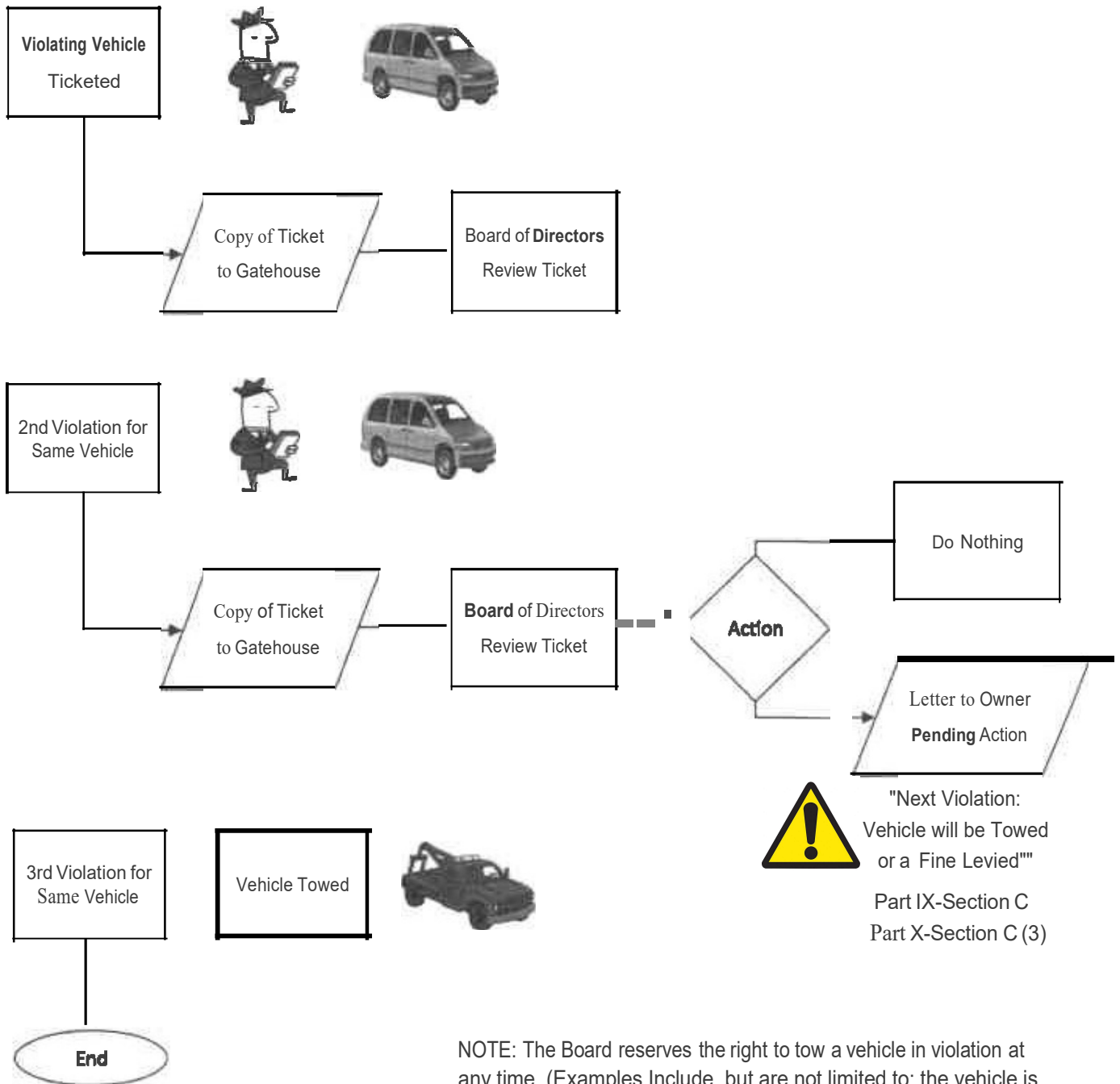
## PROCESS FLOW



# LAKE SHORE PARKING VIOLATION PROCESS FLOW

Enforcement of CC&R's Part IV General

Restrictions, Section "(t)"



NOTE: The Board reserves the right to tow a vehicle in violation at any time. (Examples Include, but are not limited to: the vehicle is blockIn1 someone else's passage, or an emergency right-of-way.)

## RESERVATION GUIDELINES

### GENERAL RULES FOR USE OF GAZEBO

1. The Gazebo may be reserved for personal use by calling the Gatehouse at 541-485-5253, making a reservation, signing the *General Release and Indemnity Agreement*, and following the "Reservation Guidelines". As much advance notification as possible is recommended. A Reservation is for private use of the **lower level only**. The upper level is to remain open to all Owners. If the lower level is not reserved, it is then available for any Owner's use. Reserved and unreserved users must comply with all cleanup requirements.
2. There will be a \$100.00 refundable cleaning deposit required along with the signed *General Release and Indemnity Agreement*, both of which will be taken care of by the Gatehouse.
3. This deposit is fully refundable if the Gazebo area is left clean and in its original condition. The responsible party signing the Agreement must be a Lake Shore Estates Homeowner or an **adult tenant with written permission of the owner from whom he/ she is renting**.
4. Cleanup **MUST** be completed no later than 10:00 a.m. the day following use. Cleanup means:
  - Wiping out the refrigerator; cleaning the BBQ grill if used.
  - Wiping off tables and chairs: restacking chairs and putting the tables into the storage rack.
  - Collecting and removing all trash.

Large black plastic bags may be put into existing trash cans and used for receptacles during parties but **must** be taken home after each party.

**NOTE:**

- Use of thumbtacks, nails, or tape should be kept to a minimum and removed after use.
  - No temporary toilets are allowed, unless authorized by the Board.
  - There is a cold water faucet available for cleanup.
5. Reservations are limited to the lower level of the Gazebo only.
    - No commercial use of the Gazebo is allowed.
    - Any use which results in personal financial gain is prohibited.
    - Exceptions may include charitable functions not open to the general public, but residents must obtain written Board approval prior to such events.
  6. The Gazebo is a non-smoking area and all activities are limited to maximum of 49 persons per level.
  7. The applicant who signs the *General Release and Indemnity Agreement* must be available at all times during the function. It is his or her responsibility for the behavior and conduct of all guests.
  8. Guests must be informed of the limited parking available and told not to park where they may obstruct the flow of traffic in and out of Lake Shore Estates. Guests must park on the sidewalk side of the streets only, and vehicles should not block an owner's entrances to either their front door or garage door.
  9. Quiet time begins at 10:00 p.m. and ends at 7:00 a.m. in Lake Shore Estates.
  10. No amplification is to be used at any time.



# RESERVATION GUIDELINES

## GENERAL RELEASE AND INDEMNITY AGREEMENT

### USE OF GAZEBO AREA AT LAKE SHORE ESTATES

In consideration for the use of the lower level of the Gazebo at Lake Shore Estates, the undersigned, being of legal age, does hereby undertake to indemnify, release, acquit and forever discharge the Lake Shore Estates Homeowners Association and their heirs, assigns, agents and employees, individually and collectively from any and all action, judgments, claims, demands, liability, loss of services, expenses, and compensation, known and unknown, In any way arising out of, resulting from, or related to a party or other activity which is to take place on \_\_\_\_\_ 20\_\_\_\_ during the times of \_\_\_\_\_ to \_\_\_\_\_.

The undersigned hereby further declares, represents, and warrants that in the event alcoholic beverages are served, the undersigned will assume all responsibility for allowing any person or persons to consume alcohol. If any person or persons become intoxicated or otherwise In any condition which could pose a risk of harm either to himself or to any other person or property, the undersigned will act in an appropriate manner and accepts all responsibility for all persons In attendance. The undersigned may want to contact their personal insurance agent to see if additional personal liability Insurance for this special event is recommended.

The undersigned further agrees to control in a reasonable manner, without limitation, any and all guests or other persons who utilize the Gazebo on the above mentioned date and time, and to fully protect all property of the Lake Shore Homeowners from any risk of loss or harm by reason of the undersigned's activity.

The undersigned acknowledges he/she is a homeowner at Lake Shore Estates, or is a tenant who has written permission from the Lake Shore Estates homeowner from whom he/she is renting, and that he/she has read and received a copy of the *Rules for Use of the Gazebo*.

A \$100.00 refundable deposit Is required. It Is fully refundable if, upon inspection, the Gazebo area is clean and left In Its original condition.

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THE GENERAL RELEASE AND INDEMNITY AGREEMENT FOR USE OF GAZEBO AREA AT LAKE SHORE ESTATES HAS BEEN READ AND AGREED TO:

OWNER/RENTER SIGNATURE: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of reservation: \_\_\_\_\_

Today's date: \_\_\_\_\_

Received by: \_\_\_\_\_

# GAZEBO USE GUIDELINES

## SET UP:

### **BARBEQUE**

- Remove cover
- Lift Lid
- Then turn on the gas

### **GARBAGE CANS**

- **Make** certain the **garbage** can has a liner **before disposing** of trash

### **TABLES**

- Use protective covering of some type

## CLEAN UP:

### **BARBEQUE**

- Turn gas OFF; allow time to cool down
- Wipe clean
- Put lid down
- Replace cover when lid is cool

### **CHAIRS**

- Wipe off all soiled chairs
- Stack chairs in groups of eight (8)  
(There are 3 different styles of chairs. Be sure to stack like kinds.)
- Place stacks of chairs under cover as much as possible

### **FANS**

- If you use the FANS, be certain to turn control switch OFF

### **GARBAGE**

- Remove all trash and take to your home

### **HEAT**

- If you use the HEATERS, be certain to turn control switch OFF

### **REFRIGERATOR**

- Empty all contents (do not leave anything)
- Wipe clean

### **TABLES**

- Wipe clean
- Put tables back into storage unit



To **RESERVE** the  
**GAZEBO**  
please make  
arrangements at  
the gatehouse!



RESERVATIONS  
are limited to  
LOWER LEVEL of  
GAZEBO

# LAKE SHORE ESTATES

## BOAT DOCK GUIDELINES

### WATER SAFETY

*ALWAYS.... USE EXTRA CAUTION AROUND WATER.  
THE DEPTH OF THE WATER AT THE BOAT DOCK IS  
APPROXIMATELY 18 FEET.*

#### **BOATS & CANOES**

- Use of the boat dock is for launching and recovery ONLY.
- ABSOLUTELY NO MOORING IS ALLOWED.

#### **CHAIRS**


- Do not remove chairs from boat dock.

#### **FISHING**

- When fishing from the dock, use CAUTION.

#### **GARBAGE**

- Remove all trash and take to your home.



Children UNDER  
14 must be  
accompanied by  
an adult.

Using the BOAT  
DOCK requires  
caution.  
PLEASE .....KEEP  
SAFETY IN MIND!