

LAKE SHORE ESTATES

2018 RULES, with 2023 AMENDMENTS

The following Rules of Lake Shore Estates have been adopted/ratified by the Board of Directors of Lake Shore Estates Homeowners Association (the “Association”).

1. Scope of Rules/Definitions

These Rules are authorized by Parts VII (b) and VIII (f) of the Declaration of Conditions, Covenants and Restrictions (CC&Rs) for Lake Shore Estates, which was recorded in the Lane County, Oregon Official Records on March 10, 1994 (Reception No. 9417750), and shall apply to all Owners of Lots in Lake Shore Estates (the “Development”), and to all members of the Owner’s household and their guests, contractors, invitees, licensees and lessees. Any Lot Owner may apply to the Lake Shore Estates Board of Directors for an exemption or other exception to any rule. Each written request will be considered on a case-by-case basis and the Board will have sole discretion in deciding whether to grant an exemption or exception. As required by the CC&Rs, a copy of these Rules shall be maintained with the corporate records of the Association and shall be available for inspection by any owner. Unless otherwise provided herein, all capitalized terms in these Rules shall have the same meaning(s) as provided in the CC&Rs.

2. Use of Common Areas

2.1 General

Use of the Common Areas shall be subject at all times to these Rules and the restrictions and requirements set forth in the CC&Rs and Bylaws of the Association. At no time shall an Owner, directly or indirectly through a member of the Owner’s household, or guests, invitees, licensees, contractors, and /or lessees utilize the Common Areas in such a manner as to unreasonably interfere with the use and enjoyment of the Common Areas by any other person. Gazebo decks and lake paths are for **pedestrian traffic only** (e.g. no bike riding, skateboarding, skating, etc.).

2.2 Gazebo Rules

- 2.2.1** The gazebo may be reserved for personal use by contacting the Gatehouse, making a reservation, signing the General Release and Indemnity Agreement and following the “Reservation Guidelines”. As much advance notification as possible is recommended. Reservation is for private use of the lower level only. 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.

The Lake Shore Estates Homeowner or Adult Lake Shore Estate Tenant with authorization of the Owner from whom they are renting, who reserve the lower gazebo, shall be responsible for cleaning the lower gazebo, as set forth in LSE Rule 2.2.2, prior to the reservation time. The cleaning can be done by the individual reserving the lower gazebo or by compensating Bennett Management to clean the lower gazebo, by contacting the Gatehouse, prior to the reservation date.

- 2.2.2** Cleanup must be completed, after the reservation event, no later than 10:00 AM the day following use. Cleanup means wiping out refrigerator, cleaning BBQ grill if used, wiping off tables and chairs, restacking chairs, putting tables into storage rack and collecting and removing all trash. Use of thumbtacks, nails or tape should be kept to a minimum and removed after use. There is no toilet. There is a water source at upper and lower levels for cleanup.
- 2.2.3** No commercial use of the gazebo is allowed. Any use which results in personal or financial gain is forbidden. Exceptions may include charitable functions not opened to the general public, but residents must obtain written Board approval prior to such events.
- 2.2.4** The Gazebo is a non-smoking area and all activities are limited to a maximum of 49 persons per level.
- 2.2.5** 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 behavior and conduct of all guests.
- 2.2.6** 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 streets only, and vehicles should not block an Owner's entrance to either their front door or garage door.
- 2.2.7** Quiet time begins at 10:00 p.m. and ends at 7:00 a.m. in Lake Shore Estates. No amplification is to be used at any time.
- 2.2.8** For reserved events, the use of the boathouse, boats or dock is "off-limits" unless you are a Homeowner who has a boat stored at Lake Shore Estates.
- 2.2.9** There will be a refundable \$100.00 cleaning deposit required along with the signed General Release and Indemnity Agreement, both of which will be taken care of by the gatehouse. 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.

3. Boats

Boats are not to be moored at the dock. Boat use of dock is for launching and recovery only. No children under the age of fourteen (14) can use the boat dock without adult supervision.

4. Pets

As provided in the CC&Rs [Part IV (e) and Part VIII (f)], no animals except dogs and cats and in any case no more than two (2) such animals, not to exceed twenty-five (25) pounds each in weight, shall be kept or maintained on any Lot and all such animals shall be kept as pets and not for commercial or breeding purposes. No pet shall be allowed off the Owner's property within the development unless accompanied by the Owner or the Owner's designee. When off the Owner's Property, all pets must at all times be kept under an 8 foot leash control (per Eugene City Code) so as not to allow any such pet to go upon any other Owner's property. When off the Owner's property, pets are restricted to the sidewalks, streets, alleys, pathways and Common Areas. The Owner or Owner's designee accompanying the pet must be prepared to pick-up and promptly dispose of pet excrement in a sanitary manner.

5. Use of Roads

Use of the roadways within the Development are limited to Owners, members of Owners' households, and guests, contractors, invitees, licensees and lessees of Owners. Except as otherwise provided herein, users of roadways shall be subject to rules of the road otherwise applicable to pedestrians, vehicle and bicycle operators and others using public roadways in the City of Eugene, Oregon.

6. Parking

A. Parking: *“The Association also recognizes that, in order to promote the use and enjoyment of Owners’ properties within the Development, it may be necessary or desirable to allow guests to park within the Development and for Owners to park their vehicles temporarily off of their properties due to exigent circumstances. In order to balance these interests, the following Rules have been adopted to regulate parking within the Development.”*

B. LSE Board Oversight of After-Hours Parking: LSE Board members shall have the authority to issue parking permits in compliance with these rules after the closing of Gatehouse on Friday for weekends and holidays only. In addition, the LSE Board members shall have authority to issue parking citations for parking rule violations.

C. All parking permits issued for weekends and holidays, along with all parking citations, will be submitted to the Gatehouse upon issuance (via email). Each LSE Board member shall be issued a citation book for the enforcement of parking rules. Each LSE Board member shall be issued blank orange parking permit forms for use when the Gatehouse is closed.

- 6.1** All parking permitted under these Rules is restricted to one side of the street only to allow for the safe passage of Emergency Vehicles. On streets with sidewalks, all parking permitted under these Rules is restricted to the sidewalk side of the street only. Vehicles must be parked on the street and not the sidewalk. On streets with no sidewalks, all parking permitted under these Rules is restricted to the side of the street where there are no garages. Parked vehicles should not block an Owner's sidewalk entrance to their front door or garage door.
- 6.2** Temporary parking in the street or alley by Owners will be allowed for short periods of time only to facilitate loading, unloading, vehicle washing, etc., and such temporary parking shall not exceed four (4) hours in a twenty-four (24) hour period. At no time shall any street or alley parking otherwise authorized by these Rules interfere with access through an alley or limit access.
- 6.3** Owners/tenants must inform and direct parking by guests, contractors, invitees and licensees of Owners/tenants. A parking permit issued by the Gatehouse or the Board is required for any vehicle that is parked overnight on the street within the Development.
- 6.4** Temporary parking of homeowner motorhomes, travel trailers and boats shall be limited to the purpose of loading and unloading only and for a period not to exceed twenty-four (24) hours. All motorhomes, travel trailers and boats shall obtain a Parking Permit from the Gatehouse or LSE Board.
- 6.5** If needed, new Owners will be allowed up to thirty (30) days to park in the street, rather than their garage, while moving into their home.
- 6.6** If needed, departing residents will be allowed up to thirty (30) days to park in the street rather than their garage, while moving out of their home.
- 6.7** All requests for parking privileges shall be submitted as follows:
 - A. All requests for parking privileges shall be submitted to the Lake Shore Gatehouse in writing in advance, setting forth the nature and extent of the parking privilege requested and the reason(s) therefore.
 - B. A LSE Resident Parking Request for guest parking of fifteen (15) days or less, for up to two (2) cars or two (2) standard trucks, shall be submitted to the Gatehouse for a Parking Permit for the LSE resident. Upon satisfactory completion of the LSE Resident Parking Request form the Gatehouse will issue the Parking Permit.

- C. If the guest Parking Permit is for longer than fifteen (15) days, then the Gatehouse will send out the Parking Permit request via email to the Lake Shore Board, and if there is no objection within 48 hours from any Board member then the Gatehouse shall issue the Parking Permit. If there is an objection, then the Board shall vote by email and grant or deny the resident parking request by a majority vote.
- D. If an Owner(s) requests parking permit(s) for overnight guest(s), their guest's parking permit may not exceed a total of parking of thirty (30) days from the date of the original parking request, UNLESS there is LSE Board approval to exceed these limitations.

Each Owner is allocated no more than 120 days of overnight guest parking permits per calendar year, UNLESS there is Board approval to exceed these limitations.

- E. An Owner(s) may not request overnight street parking that exceeds a total of fifteen (15) days from the date of the original parking request, UNLESS there is LSE Board approval to exceed these limitations. Each Owner is allocated no more than 60 days of overnight parking permits per calendar year, UNLESS there is Board approval to exceed these limitations.

6.8 In addition to the penalties provided herein, vehicles parked within the Development in violation of these Rules will be subject to the following penalties:

- a. A warning citation will be issued for the first offense
- b. A fine of \$35 will be issued for a second offense
- c. The vehicle will either be towed at the Owner's expense for a third violation, or a fine of up to \$75 may be imposed at the discretion of the Board.

7. Nuisances, Annoyances, Offensive Activities

As provided in the CC&Rs [Part IV (e)], no noxious or offensive activity shall be carried on in or upon any part of the Development, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

- 7.1** Without limiting the foregoing, no signs, flags, decals, displays, decorations, or similar items may be displayed to public view from any lot, dwelling, garage, or other lot improvement without the prior consent of the ARC, with the following exceptions:

- 7.1.1** The limitations described in (7.1) do not include displaying the American Flag and the Oregon State Flag. Home "For Sale" signs, home "For Rent" signs, and security decals or stickers are permitted to be displayed in

accordance with written rules distributed to the Membership and available at the Gatehouse. These are called “Approved Sign Guidelines”.

- 7.1.2 Sport team decorations, flags, signs and logos may be placed around the front entry area of the home the day before, during, and one day after an athletic event (not limited to football or basketball). Graduation signs honoring a graduate shall also comply with this rule.
- 7.1.3 Home décor items, including wreaths and decorative flags, are to be placed around the front entry area only. This includes the space from the front door to the beginning of the Common Area. Nothing is to be placed in an area that would impact the grounds keeping crews.
- 7.1.4 Exterior Christmas lighting and decorations may be displayed from Thanksgiving until January 10th after which they must be extinguished and removed. Other recognized Holiday lighting and decorations may be displayed 20 days before the Holiday and must be extinguished and removed 10 days after the Holiday.
- 7.2 No wind chimes or any other noise-making device may be installed and/or maintained outside of the interior of any home in the Development that creates noise that may cause a disturbance to or annoy neighboring residents.
- 7.3 Trash receptacles are to be stored away from public view, except on the day of trash pick-up or the evening before.

8. Penalties and Enforcement Policy

In addition to any other penalty or remedy afforded the Association or any Lot Owner under the CC&Rs, Bylaws, or other applicable law, a violation of these Rules or the CC&Rs shall be subject to the following fines:

First Offense - \$75.00 for each violation

Subsequent (Repeat) Offense - \$200.00 for each violation

Process for Management of Complaints and Enforcement Resolutions

1. A resident must file at the Gatehouse a written complaint with the Board of Directors regarding the violation. The Board may also initiate the complaint.
2. The Board will address the complaint following the LSE Issue Response Plan.
3. If the Board of Directors finds there is a violation, the Board will provide notice. A letter will be sent via regular mail to the Lot Owner stating the complaint, the Association Rule or the Covenant that has been violated, and a request for compliance

based on a specific time limitation to correct the violation in accordance with the CC&Rs and applicable law.

4. If the issue is not resolved within the specified time period, a second letter will be sent to the Owner via certified mail informing the Owner that the Board will proceed with a hearing and intent to fine, and a schedule of fines will be provided with timelines for compliance and information concerning additional fines for continuing violations or repeat violations on the same matter. The Owner shall have the right to be heard before the Board of Directors of the Association, or its designee, in person, or by submission of a written statement, or through a spokesperson at any such meeting.
5. If the issue is not resolved within the specified time period, a third notice of fine will be sent via certified mail to the Owner with a request to pay the fine within a specified time period.
6. If the issue is not resolved within the specified time period, an additional letter will be sent via certified mail to the Owner informing the Owner that the amount of the fine shall be added to the amount of the Maintenance Assessment charged to the Owner and shall be enforceable as an assessment in accordance with the CC&Rs and applicable laws.

These steps do not limit the authority of the Board to apply the process for enforcement resolutions to the same Owner pertaining to separate violations, or not to apply the process if the Board deems their circumstances call for a lesser response.

Owners shall be responsible for the payment of any fine or other penalty imposed as a result of a violation by a member of the Owner's household and such guest, contractor, invitee, licensee and/or lessee.

Fines may be imposed on a one-time, each occurrence, or continuing weekly, biweekly, monthly, or other periodic basis as determined by the Board of Directors. A Repeat Violation is defined as a violation that is the same as, or substantially similar to, the previous violation within a period of one-hundred eighty (180) days. If a Lot Owner violation is resolved and no further violations concerning that issue occur for one-hundred eighty (180) days from the date of resolution, the process for fines and management resolution regarding any further violations will start from the beginning.

9. Literature Distribution

Any distribution of any and all materials to Lake Shore property owners must be submitted to the Gatehouse for approval by the Board. Each application will be based on its own merits and whether it fits the guidelines within the CC&Rs.