

LAKE SHORE ESTATES HOMEOWNERS ASSOCIATION
Resolution of the Board of Directors

ANIMAL REGISTRATION POLICY

RECITALS

A. The Lake Shore Estates subdivision (“Lake Shore Estates” or “Community”) is a common interest development located in the City of Eugene, Lane County, Oregon. Lake Shore Estates was established and is governed by the Oregon Planned Community Act (“Act”), ORS Chapter 94, and the documents set forth below, recorded in the Records of Lane County, Oregon:

Declaration of Conditions, Covenants and Restrictions for Lake Shore Estates (“Declaration”), recorded March 10, 1994, as Document No. 94-17750;

Notice of Addition of Territory Subject to Declaration of Conditions, Covenants, and Restrictions For [sic] To Lake Shore Estates, recorded April 3, 1997, as Document No. 97-22521;

Notice of Addition of Territory Subject to Declaration of Conditions, Covenants, and Restrictions For [sic] To Lake Shore Estates, recorded March 7, 2005, as Document No. 2005-015741;

Amendment to Declaration of Conditions, Covenants and Restrictions for Lake Shore Estates, recorded July 21, 2008, as Document No. 2008-042262;

Amendment to Declaration of Conditions, Covenants and Restrictions for Lake Shore Estates, recorded June 10, 2010, as Document No. 2010-027305;

2017 Amendment to Declaration of Conditions, Covenants, and Restrictions for Lake Shore Estates, recorded November 29, 2017, as Document No. 2017-058573;

Plat of Lake Shore Estates, P.U.D., recorded in File 74, Slides 160-164;

Plat of Lake Shore Estates 1st Addition, P.U.D., recorded in File 75, Slides 488-492;

Plat of Lake Shore Estates Second Addition, P.U.D., recorded as Document No. 2004-018770.

Lake Shore Estates is also governed by the Bylaws of Lake Shore Estates Homeowners Association (“Bylaws”), which have not been recorded.

B. “Association” is the Lake Shore Estates Homeowners Association, an Oregon nonprofit corporation formed by Articles of Incorporation, filed January 8, 1996, with the office of the Oregon Secretary of State, Corporation Division, and is additionally governed by the provisions of the Oregon Nonprofit Corporation Act, ORS chapter 65.

C. Under Part VIII, Sections (d) and (e) of the Declaration, the Association’s Board of Directors (“Board”) has all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law, the Declaration, or Bylaws, may not be delegated to the Board by the Owners.

D. Under ORS 94.630(1)(a) and Part VIII, Section (f) of the Declaration, the Board, on behalf of the Association, may adopt, modify, or revoke rules and regulations for the Community governing the conduct of persons, and the operation and use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Community.

E. Part VIII, Section (e) of the Declaration authorizes the Board of Directors to enforce provisions of the Declaration, Bylaws, and rules and regulations of the Association, and any duty or function required to be done by the Association or Owners set forth in the Declaration.

F. Under ORS 94.630(1)(n), the Board of Directors may levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association after notice and an opportunity to be heard, if the fine is based on a schedule of fines adopted by a resolution of the Board.

G. ORS 94.709(5) provides that fees, late charges, fines, and interest imposed pursuant to ORS 94.630(1)(n) are enforceable as assessments.

H. Part IV, Section (e) of the Declaration establishes the following restrictions regarding animals in the Community: “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.”

I. Part IV, Section (e)-1 of the Declaration further provides that dogs must be kept “under leash control at all times and be prepared at all times to dispose of pet excrement in a sanitary manner.”

J. Part IV, Section (e)-2 of the Declaration authorizes the Board, “[i]n the event any pet disturbs the peace or does injury or damage to persons or property,” to require an Owner to remove the animal from the property.

K. From time to time, the Board receives complaints from Owners or otherwise becomes aware of complaints regarding alleged nuisances caused by animals on the property, including noise, damage to property, and other alleged violations of the Declaration, Bylaws, or rules and regulations related to animals at the Community.

L. For the benefit and protection of the Association and of the individual Owners, the Board deems it necessary and desirable to establish procedures to ensure that Owners and their family, tenants, guests, and invitees who enjoy the privilege of keeping animals also accept the responsibility of preventing their animals from infringing on another Owner, tenant, guest, or invitee’s right to peaceful enjoyment of the property.

NOW, THEREFORE, IT IS RESOLVED that:

1. Revocation of Prior Resolutions. With the exception of the Association's resolution relating to Assistance Animals, this Resolution revokes any prior resolution or procedure for the handling of complaints or the enforcement of provisions of the Declaration, Bylaws, or rules and regulations of the Association relating to animals. The Assistance Animal Resolution remains in full force and effect and can be revoked or amended by amendment or revocation of that resolution only.

2. Registration of Domestic Animals.

2.1 All animals of an Owner, Tenant, Guest, or Invitee must be registered with the Association. A completed Animal Registration form, as described in Section 2.2 below, must be submitted to the Board or the Association's management company within seven (7) days of the later of:

- (a) The adoption of this Resolution by the Board; or
- (b) Bringing an animal onto the Property.

2.2 Registration must be made on a registration form in the form attached to this Resolution as **Exhibit A** or on a substantially similar form that includes the information contained in Exhibit A. Such registration must be updated annually or as requested by the Board.

2.3 If an Owner, or a member of such Owner's family, or a Tenant, Guest, or Invitee of the Owner fails to register an animal with the Association or fails to update a registration as required in Section 2.2, above, the Owner, after notice and an opportunity to be heard, shall be subject to a fine in the amount of fifteen dollars (\$15) per day or such other amount as deemed reasonable by the Board and set forth in the Association's schedule of fines until the violation is cured.

3. Remedies.

3.1 If an Owner fails to comply with any provision of this Resolution, including, but not limited to, the requirements for registering an animal with the Association or updating an animal's registration, the Board may assess fines against the Owner and Owner's Lot in an amount as provided in this Resolution or pursuant to a schedule of fines adopted by the Board in accordance with ORS 94.630.

3.2 Notwithstanding any other provisions of this Resolution, the Board may take immediate legal action as it deems reasonably necessary to enjoin conduct that it determines is in violation of the Declaration, Bylaws, this Resolution, or applicable law.


3.3 Pursuant to ORS 94.704(8), if the Board determines that any damage or loss suffered by it is the result of unauthorized actions or behavior of an animal belonging to an Owner or a member of the Owner's family, or a tenant, guest, or invitee of the Owner, then the Owner shall be responsible for payment of the costs of the damage or loss. The Board may assess the costs of

such damage or loss against the Owner and the Lot as an assessment as provided in the Declaration, Bylaws, and ORS 94.709.

4. **Attorney Fees and Costs.** Pursuant to ORS 94.704(8) and ORS 94.719, the Association is entitled to recover from an Owner determined to be in violation of this Resolution its attorney fees and costs incurred for enforcement of the Declaration, Bylaws, rules and regulations, and this Resolution, regardless of whether any lawsuit or other action is commenced. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, rules and regulations, and this Resolution with respect to animals, and any expenses and costs incurred by the Association in connection with any repairs or action under this Resolution, including reasonable attorney fees, are assessments against the Owner and Lot which may be collected and foreclosed by the Association as provided in the Declaration, Bylaws, and ORS 94.709.

5. **Copy of Resolution.** A copy of this Resolution shall be sent to all Owners at their address as shown in the records of the Association.

ATTEST:



President, Board of Directors
Lake Shore Estates Homeowners Association



Secretary, Board of Directors
Lake Shore Estates Homeowners Association

DATED: 05-22, 2019.

DATED: 5-22, 2019.

LAKE SHORE ESTATES HOMEOWNERS ASSOCIATION

ANIMAL REGISTRATION FORM

The undersigned owner/lessee of _____ (address) of the Lake Shore Estates subdivision hereby provides the Lake Shore Estates Homeowners Association (“Association”) with the following information in compliance with and under the authority of Part IV, Section (e) of the Declaration of Conditions, Covenants and Restrictions for Lake Shore Estates (“Declaration”), the Animal Registration Policy, the Assistance Animal Resolution, and the Rules and Regulations of the Association regarding the keeping of animals.

Date: _____

	Animal 1	Animal 2
Type of animal (specify breed where applicable):		
Name of animal:		
Age of animal:		
Dog License Number:		
Dog Weight: (veterinarian report required annually for first 2 years of residence, and after that, as requested by the Association)		
Color: (include color photo – may be taken at gatehouse)		

Person to be contacted if pet is found on premises lost or injured:

Name: _____

Telephone number(s): _____

I, the owner/lessee of _____ (address) of the Lake Shore Estates subdivision, do hereby certify that I understand and agree to abide by all existing rules of the Association regarding the residence of animals at this Community and all rules which may hereafter become operative during our term of ownership or rental lease at the Community.

I also agree to defend, indemnify, and hold harmless the Association and each present and future member, director, officer, employee, agent, attorney, and authorized representative of the Association for, from, and against any and all claims, actions, suits, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, or of any type or nature, including, but not limited to, attorney fees and costs arising out of, caused by, or connected with keeping animals on our Lot and on the common areas of the Community.

OWNER(S)/LESSEE(S)

By: _____

Print: _____

By: _____

Print: _____