

**Lake Shore Estates
Homeowners Guide to a
Summary of Declaration of
Conditions, Covenants and
Restrictions, Rules & Regulations
and Architectural Review
Committee (ARC) Definitions &
Guidelines**

March 14, 2023

Presented by Lake Shore Estates
Homeowners Association.

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Current Board members & Terms of Office

Jack Perkins	President	July 2025
Joyce Garibay	Vice President	July 2024
Carol Eisenhauer	Secretary	July 2024
Jim Martin	Treasurer	July 2024
Michael McLaughlin	Board Member	July 2023
Steven Counard	Board Member	July 2023
Mike Dyer	Board Member	July 2025

Architectural Review Committee

John Joyce- Chairperson
 Marsha Pierpoint
 Nancy Schwecke

Landscape Committee

Chairperson	Mike Dyer	
ARC Member	TBA	
Bennett Management	Aaron Solbeck	
<u>Landscape committee Members</u>		<u>Term</u>
Donna Locke		2 year
Paulette McCullen		2 year

Welcome Committee

Joyce Garibay-Jim Martin- Gretchen Merten-
 Craig Skortman-Barbara Streisfeld

This *summary* of *selected* and *edited* parts of the Guide to the **Declaration of Conditions, Covenants and Restrictions**, Rules & Regulations and ARC Definitions & Guidelines is designed to

assist homeowners, prospective buyers, property managers, renters and real estate agents.

This publication is presented only as a guide to the Lake Shore Estates Covenants, Restrictions, Rules and Regulations and ARC Definitions & Guidelines. More detailed and complete information regarding the Conditions, Covenants & Restrictions, Rules and ARC Definitions & Guidelines can be found at the Web page for Lakeshore Estates at: <https://www.thelakeshorehoa.com>

The selected Lake Shore Conditions, Covenants, and Restrictions are in **Bold**, the Rules & Regulations in *Segoe Script* and the ARC Definitions & Guidelines are underlined.

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 or her property; to guard against the erection or placement on said real 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.

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").

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 Part I herein within the boundary of Lake Shore Estates, excluding homeowner/developer platted lots, and excluding public rights of way. Streets within the boundary are part of the Common Area.

The Common area is all the area that is not an individual lot. The Common Area includes alleys, roads and parallel sidewalks. It does not include any individual lot landscaping and planter areas.

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.

Front Entries: The space from the front door to the beginning of the Common Area

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.

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 maps 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.

GENERAL RESTRICTIONS

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, 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.

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.

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.* (Emphasis added)

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

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.

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, except qualified Assistance Animals, Revised and adopted 04/20/2018 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.

All animals must be registered with the Association Management Company (Bennett Management) within seven (7) days of bringing an animal on to the property.

See the Assistance Animal Policy adopted by the Board September 2012.

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.

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.

Exterior holiday lighting and decorations may be displayed on any lot or Building on a Lot in accordance with the provisions of this paragraph.

(i) Except for Christmas Day and New Year's Day, for all holidays recognized and observed by the United States of America and State of Oregon, plus Valentine's Day and Halloween, exterior Holiday lighting and decorations observing the holiday may be displayed on any Lot or Building on a Lot for up to twenty (20) days prior to the actual holiday and ten (10) days following the actual holiday, All exterior holiday lighting and decorations must be taken down and stored out of sight within ten (10) days following the actual holiday.

(ii) Exterior holiday lighting and decorations observing Christmas Day or New Year's Day may be displayed on any Lot or Building on a Lot beginning Thanksgiving Day until January 10 of the New year. All holiday lighting and decorations observing Christmas Day or New Year's Day must be taken down and stored out of sight by January 10 of the new year.

The Board of Directors, in its sole discretion, may allow an Owner to display exterior holiday lighting or decorations for any other holiday other than those identified in subparagraphs (i) and (ii), above. If the Board of Directors grants approval for a request under this subparagraph, then the Board of Directors shall, at the same time, establish the time lot when the exterior holiday lighting or decorations may be erected and must be taken down. If the Board of Directors fails to establish the time for when approved exterior holiday lighting or decorations may be erected and must be taken down then the time periods in subparagraph (i) will, by default, control.

RULE 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". Read "Sign Guidelines" below:

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 are allowed subject to the restrictions set forth in this paragraph.

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.

Side Entries: The association responsibility does not extend to back or side yards area that are fenced in by the Owner, and landscaping in those areas is exempt from ARC approval, **unless visible to public view.** Side entrance homes may decorate from the Common Area to the front door.

Exterior holiday lighting and decorations may be displayed on any lot or Building on a Lot in accordance with the provisions of this paragraph.

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.

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.

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

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

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

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

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 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.

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 an any time for a residence, either temporary or permanent.

Renovations, Additions and Structures:

- No building, dwelling, or other structure may be erected, constructed, installed, placed, altered without prior written approval by the ARC.
- Roof additions to patios or pergolas must have structural integrity and withstand Northwest weather conditions. All rooflines or exposed edges should be trimmed out with the pitch sloped to minimize visibility from the Common Area or street. An adequate drainage system must be installed. The roof material cannot be corrugated plastic, fiberglass or polycarbonate.
- The final appearance will be subject to current updated ARC standards and not based on previous installations.
- The owner is responsible for securing utility locates prior to any excavation. This includes the entire lot area.
- The owner is responsible for securing appropriate City of Eugene construction permits and meeting all setback requirements. Many of the LSE lots are zero lot line homes that carry special restrictive setbacks for permanent structures like raised decks, pergolas, interior fences, and hard landscape features.

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.

APPROVED SIGN GUIDELINES

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. The owner/realtor will be charged a \$75 non-refundable fee for the sign.

A "FOR RENT" sign must be placed in one window of a residence and must not be larger than 18"x 24".

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.

Required medical signs are allowed.

No other signs are allowed visible from the street except for sports signs as addressed elsewhere in the Lake Shore Rules.

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 event, 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.

Home Occupations:

▪ A home owner or tenant (resident) may apply for approval of a gainful occupation, profession, or trade in their home to the ARC. The resident’s written

request should describe the non-residential business activities in sufficient detail to allow the ARC to determine the impact on the LSE community. The ARC will not approve home occupations incidental to residential use that include any of the following:

o Clients or customers served on-site;

o On-site employees other than permanent residents;

o On-site retail or wholesale sales from premises;

o Outdoor operations, signage or storage;

o In addition the resident must comply with the home occupation standards of the City of Eugene.

Rule (adopted 10/12/21) Estate Sales or household move sales shall be done only offsite or remotely online.

Rule (adopted 5-12-22)

Open house Requests- See Forms on page 38-39

Architectural Controls:

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.

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).

Painting:

Color Scheme: In an effort to maintain an overall aesthetic that is keeping with the original theme and vision of the developer, ARC has adopted a "Northwest" color scheme for the community.

- House colors are to be neutral and harmonious with the Northwest environment. The ARC discourages any intense, primary or pastel colors.
- Paint packets are available at the Gatehouse and require a signature and \$20 refundable deposit. As a courtesy to other residents, ARC requires that the entire packet be returned to the Gatehouse with 14 days. Your deposit will be refunded once the complete packet is returned to the Gatehouse. The ARC will not approve a paint application until the entire packet has been returned.
- The ARC, including repainting even if using identical colors, must approve all exterior painting.
- All ARC paint applications must include paint standard chips or manufacture's color name and code number.
- ARC members will go to the home to preview the actual color choices painted on the structure in a 3' X 1' area. When possible, samples should be placed on sides that are in the sun and shade but not visible from the street.
- The paint should be low sheen, semi-gloss, satin or eggshell
- No more than 3 compatible colors, including the front door and all trim and fencing.
- Concrete porches, patios, and walkways, etc. if seen from the street, Common Area or public area are not to be painted, coated or stained.

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

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.

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.

Visual Obstructions, Fences, Rubbish Areas:

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 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.

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

Fences:

- Any changes to fences or gates must be approved by the ARC. This includes, replacing, painting and staining.
- As of November 1, 2020, no décor will be allowed on fences, gates, or fence posts that can be observed from the Common Area or street.
- Homes with wrought iron style fences and/or gates do not need ARC approval for the area behind the fence or gate, but ARC reserves the right to disapprove of anything that may be seen from the Common Area or street.
- Fences can be stained or sealed with ARC approval. The ARC strongly discourages the painting of fences or gates. Painted fences or gates must be the same as the base color of the house.

Landscaping:

Landscape Maintenance on Lots. The landscaping on all Lots shall be well cared for and maintained, This includes, but is 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 the Lot neatly and attractively trimmed, promptly removing any dead plants or trees or any refuse from the Lot, and generally maintaining the landscaping on such Lot in a neat and attractive manner.

The Association is responsible for the landscape maintenance of the front yard of each Dwelling. Each Owner is responsible for the landscape maintenance for the remainder of his/her Lot for the purpose of the Association's and each Owner's responsibility for the landscape maintenance for a Lot, the front yard of each Dwelling shall mean the area forward of the front-most portion of the Dwelling and Garage (facing the street), and the forward of any fence extending from the front-most portion of the Dwelling and Garage out to the Side Lot Lines

of the Lots, extending forward all the way to the street. The Board may adopt additional rules and regulations further defining the front yard area of any Lot or specifying the nature of the landscape maintenance to be performed.

The cost of front yard maintenance is a common expense that will be assessed to each Lot equally as a maintenance assessment.

Landscaping: No changes to the landscaping of any lot, except minor gardening and maintenance, may be performed without written approval by the ARC. A suggested list of approved plants and trees can be obtained from the Gatehouse.

The ARC will review any and all changes to the Common Area.

The ARC will be included in the decision process whenever a tree is to be removed

Tree & Shrub Removal

▪ As soon as shrubs or trees in the front yard of any dwelling are identified as dying, either by the resident or the landscapers, and confirmed by the LSE landscape contractor, the ARC shall be informed in writing for

review and approval so those shrubs or trees can be removed and replaced with like kind shrubs or trees.

There should be no need to wait for the identified tree or shrub to die. A prolonged period of dying shrubs in front yards without removal presents an unsightly neighborhood.

▪ Cost of removal and replacement of dead or dying shrubs or trees should be at HOA expense as provided by Rule adopted in 2014 subject to Board budgetary review and approval of cost.

Should the resident decide to replace the shrubs or trees removed with one of different type or cost then the resident will bear the additional cost difference if any. The ARC will provide timely notification of the approved request to the HOA Board, and the LSE landscape contractor will provide

timely notification of the estimated cost to the HOA Board for review and approval.

▪ Front Yard Maintenance (Pests, Insects or Disease)

▪ As soon as the LSE landscape contractor with monitoring responsibility required by contract identifies the presence of tree, shrub or lawn pest, insect or disease infestation, the required recommended solution shall be implemented. The resident should be informed of the need for treatment, the recommended solution and timing.

▪ Where the resident identifies any of these infestations, and after the LSE landscape contractor confirmation, appropriate solutions should be implemented as required by contract.

- Appropriate solutions should include non-chemical alternatives if requested by resident or can include removal of the infested plants at HOA cost.
- Should the solution be removal, an ARC application and the HOA Board notifications referred to above are required.

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.

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. *Each owner shall also paint the exterior as often as necessary, replace trim, perform caulking, roof repair, structural repair, and all other necessary and proper maintenance and repair to their structure.* 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. *For owners that have landscapers other than the Lake Shore Estates landscaping contractor, they shall keep the grass and 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.*

Exterior Décor:

- 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, this includes lawns and planting beds.
- No décor of any kind should be attached to the house, fence or gate that can be seen from the Common Area or street.
- Exterior Lights: Homeowners may put up string lights that are clear and not blinking or twinkling. Light strings must be properly attached to a permanent structure to minimize cord visibility and not sag or present a scalloped appearance. Lights cannot be attached to the neighbor's house and must be turned off by 10 PM.
- Garden statues must be unpainted (unless painted gray or white), and no taller than 30".

- No birdhouses or birdbaths should be visible from the Common Area or street. Birdfeeders are not allowed.

Shades and Awnings:

- Exterior awnings and shades that can be seen from the Common Area, street or public area must have ARC approval. All exterior shades and awnings must be a color that blends with or complements the house. The awning or shade must be retractable.

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 not constitute a waiver of the ARC's powers of enforcement with respect to any of said covenants as to other Lots.

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.

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.

Parking

6. 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. No motorhome or travel trailer shall be parked blocking either lane of any street. 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 be towed at either the owner's expense for a third violation or a fine of up to \$100 may be imposed at the discretion of the Board.

See attached Parking Request form. Page 34

Alleys: Currently Homeowners do not have to fill out an ARC application for changes to their property adjacent to the alleyway. ARC reserves the right to revise this guideline at a future date.

Protections of Ayres Lake and Riparian Area: The following restrictions are imposed for the protection to Ayres Lake as a natural and aesthetic amenity:

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.

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.

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

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

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.

Rentals:

Except as otherwise stated in this paragraph, the occupancy of every single-family dwelling unit in Lake Shore Estates is limited to the dwelling's owner(s), spouse, and immediate family members. The occupancy of duplexes is not restricted by this paragraph.

Right of Future Rentals. An Owner who purchased a dwelling prior to the date of this amendment, or an owner who purchases a dwelling from Meltebeke Construction after the date of this amendment, may rent that dwelling subject to the terms of Paragraph 4 of this section.

Pre-existing Rentals. Any Owner who currently rents a dwelling may continue to do so until the dwelling is sold. A current owner may rent or relet an existing rental agreement, so long as the new rental agreement terminates the tenancy upon transfer of ownership and is consistent with Part IV(y)(4).

Sale and Purchase of Dwellings. No dwelling may be sold to any purchaser whose sole intent is to acquire the property for the purpose of offering the property as a rental dwelling. Dwellings in the association must be sold to persons intending to occupy the dwellings as Owners. This paragraph does not apply to Meltebeke Construction and the Developer, nor does it apply to duplexes.

Rental Agreements. Any rental agreement permitted under this section shall be in writing; include a provision that the rental agreement's terms are subject to the conditions, covenants, restrictions, by-laws, and rules of the Lake Shore Estates Homeowners Association; require lessees to abide by all rules, regulations, and restrictions applicable to the dwelling and common areas; and terminate upon sale of the dwelling by the Owner lessor.

The owner remains responsible at all times for the conduct and actions of any lessee. An Owner shall provide any lessees copies of all Regulations and

Restrictions applicable to the dwelling and common areas at the time the lease is signed.

The Board of Directors may sanction an owner to the extent permitted by this Declaration or the By-Laws for any violation of the conditions, covenants, restrictions, by-laws, rules, regulations, or restrictions of the association, whether such violations are committed by the owner or by a lessee.

Exceptions. The following are excluded from this section:

Trusts. An owner who purchased a dwelling prior to the date of this amendment, or an owner who purchases a dwelling from Meltebeke Construction after the date of this amendment, and who subsequently transfers the dwelling to a trust in which the owner has the right to the use or enjoyment of the dwelling, shall be deemed to be the Owner of the dwelling owned by the trust. The transfer of the trust shall not be construed as limiting the owners right to rent the dwelling pursuant to this amendment

Restrictions on Heirs of an owner, In the event that an owner dies, the owner's heirs may list the dwelling for sale, may offer the dwelling for rent, or continue with an existing rental or lease arrangement for a period not to exceed two years from the date of the owner's death. At the end of the two-year period, the residence must be either occupied by the owner's heirs or sold to a new owner. The rental restrictions pursuant to this section shall apply to the heirs or subsequent owners.

Pending sale if listed. Any dwelling that has been listed for sale, except by the heirs of an owner pursuant 10 Part IV (y) (7) (, may be rented, so long as the tenancy terminates on or before the buyer takes possession of the dwelling up to a maximum of 12 months.

House sitter. An owner may hire a house sitter to stay at the dwelling in the owner's absence for a period not to exceed five consecutive months in any calendar year. Prior approval of the Board of Directors is required for house sitters staying at a dwelling for more than five consecutive months in any calendar year. A house sitter shall abide by the conditions, covenants, restrictions, by-laws, rules, regulations, and restrictions of the association.

Health Care Provider. This section does not apply to any live-in or home health care provider hired by the owner to care for the owner. A live-in or home health care provider shall abide by the conditions, covenants, restrictions, by-laws, rules, regulations, and restrictions of the association.

Hardship exemption. Any owner may apply to the Board of Directors for a hardship exemption or other exception to this section. Each application shall be considered on a case-by-case basis, and the Board of Directors shall have sole discretion in deciding whether to grant an exemption or exception.

The by- laws may be modified to enforce or explain these provisions so long as they are not inconsistent, with the intent to maintain the Lake Shore Estates Homeowners Association as a community of owner-occupied dwelling.

This agreement may be executed in multiple counterparts, each of which shall be deemed on original, and the counterparts shall together constitute one agreement, even if all the parties have not executed some counterpart.

PART V - ARCHITECTURAL REVIEW COMMITTEE

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.

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 and specifications or other material to Lake Shore Estates, 1700 Lake Shore Drive, Eugene, Oregon 97408. The ARC's approval or disapproval on matters required by this Declaration shall be by majority vote of the ARC.

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.

LANDSCAPE COMMITTEE (adopted 10/12/2021)

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
5 owner residents of Lake Shore Estates; three of the committee members will serve for a 1-year term and two committee members will serve for a 2-year term.

Duties:

- Meet at least once per quarter to address landscape issues in common areas and individual lots.
- Submit landscaping projects and plans to the Lake Shore Estates Board of Directors for approval and funding.
- 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.
- Organize volunteer landscape projects to improve the landscaping if approved by the lot owner.
- 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
- 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.

COMMON AREA

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:

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.

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.

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.

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.

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.

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.).

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 the BBQ grill if used, wiping off tables and chairs, putting tables into the 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 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.

ASSOCIATION

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.

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.

Registration: All Owners shall submit a Statement of Lot Occupancy information Sheet to the Board of Directors. Additionally, all Owners who allow non-Owner occupants to rent or lease the Owner's Lot shall provide the Board with a copy of the lease agreement. Owners may withhold or redact any personal information contained in the lease agreement.

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 Owner shall only be cast if the multiple Owners shall unanimously agree to cast said vote. At an election of the members of the Board of Directors of the Association, every owner shall be entitled to cast a ballot for each Lot the Owner owns. On each ballot, an Owner shall be entitled to vote for as many candidates as there are open positions on the Board; however, no Owner shall cumulate votes for any candidate. Any ballot on which a candidate has received more than one vote from an Owner shall be disregarded.

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.

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.

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:

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.

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: To contract and pay for, or otherwise provide for, the maintenance, restoration, and repair of all improvements of whatever purpose from time to time located upon Common Area.

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.

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

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.

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.

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.

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.

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 deems advisable to the Association, the Association may delegate to the manager any of its powers under these Covenants.

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.

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:

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

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.

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, invites, 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 Granter, 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.

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.

Violation of Restrictions, Enforcement:

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, anything 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.

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. 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 of 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.

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.

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.

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.

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:

Any such change or changes may be made effective only if the Owners of at least two-thirds (2/3) of said Lots consent thereto; and

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

Any such change or changes may be made effective only if The Owners of at least two thirds (2/3) of said Lots consent thereto in a written instrument (or instruments executed by each of the consenting Owners.

The instrument shall be maintained in the Association's records and available for inspection by the Owners as otherwise provided in this Agreement.

After a sufficient number of Owners have approved the Amendment, the President of the Association shall record the Amendment in the Office of the County Recorder, Lane County, Oregon. The Amendment shall include a certification executed by the President stating that the amendment, was approved by a sufficient number of Owners and in accordance with this Agreement.

LSE RESIDENT PARKING REQUEST

For owner, renter and guest parking for up to 14 days. Gatehouse personnel will process this request.

NAME:	DATE:
PHONE #:	
ADDRESS:	

Parking Information: Vehicle(s)

Make & Model of Vehicle 1: _____

Car License Plate Info of Vehicle 1: State: _____ Lic. No.: _____

Requested dates for parking: From ____ / ____ / ____ to ____ / ____ / ____

Make & Model of Vehicle 2: _____

Car License Plate Info of Vehicle 2: State: _____ Lic. No.: _____

Requested dates for parking: From ____ / ____ / ____ to ____ / ____ / ____

REQUEST:

Homeowner Signature: _____

Gatehouse Approval Date: ____ / ____ / ____

Gatehouse Staff Signature

PARKING REQUEST #: _____

Approved & Adopted at LSE BOD Meeting 09/10/2021

LAKE SHORE ESTATES OPEN HOUSE FORM

Date:

Open House Hours/Days:

1. Open Houses may be held any day of the week and anytime between the hours of 10:00 AM & 7:00 PM.
2. The listing real estate agent completes the LSE Open House Form and returns it to the LSE Gatehouse staff.

***** IMPORTANT: This form must be submitted to LSE Gatehouse staff a minimum of 14 days in advance of the selected Open House date.**

3. Once arrangements are completed with LSE Gatehouse, staff will provide the listing real estate agent, or agent's associate, with LSE maps, Thinking of Living in Beautiful Lake Shore Estates? brochures, and parking information flyers prior to the selected Open House date. Staff will email or phone to inform when materials are ready to be collected by the listing real estate agent, or agent's associate.

Open House Options:

Option 1: The listing real estate agent, or agent's associate, borrows a gate opener from the homeowner(s) and posts an associate at the Ayres Resident Gate Entrance to allow interested parties to enter. The associate must be at least 18 years of age. Prior to the Open House date, the listing real estate agent, or agent's associate, will be given Thinking of Living in Beautiful Lake Shore Estates? brochures, LSE maps, and parking information flyers by LSE Gatehouse staff for associates to distribute at the gate to interested parties before entering through the gate.

Option 2: The listing real estate agent, or agent's associate, uses a rented gate opener, (please see Gate Opener Rental Form), and posts an associate at the Ayres Resident Gate Entrance to allow interested parties to enter. The associate must be at least 18 years of age. Prior to the Open House date, the listing real estate agent, or agent's associate, will be given Thinking of Living in Beautiful Lake Shore Estates? brochures, LSE maps, and parking information flyers by LSE Gatehouse staff to be distributed to interested parties before entering through the gate.

Option 3: Hire a Bennett Management Company (BMC) staff member to operate the Ayres Visitor Gate Entrance during the Open House. This option is subject to availability of a BMC staff member on the selected Open House date. A flat fee of \$150.00 will be charged for up to two hours of the Open House. If BMC is unable to staff the Ayres Visitor Gate Entrance on the selected date, the full fee amount will be refunded. The BMC staff member will provide interested parties, before entering through the gate, with the Thinking of Living in Beautiful Lake Shore Estates? brochure, an LSE map, and directions on parking/parking information flyer for the Open House.

USAGE of OPEN HOUSE Signage:

Lake Shore Estates does not allow Open House signage of any kind on the grounds inside or in the entry area. Open House signage may be placed in the bark area across the street as to not impede road median signage or city right of ways (i.e.: city sidewalks).

1. Selected Open House Option: (Please choose one Option.)

- o Option 1
- o Option 2
- o Option 3

2. Date & Time of Open House:

*Note: If you selected Option 3 above, please provide your preference of Open House date & time. In the event no BMC staff member is available to accommodate your date & time preference, please provide an alternate date & time.

Preferred Date & Time:

Alternate Date & Time:

3. Open House Address:

4. Listing Real Estate Agent of Open House Address Above:

5. Who will be Hosting the Open House? (Listing Agent or Associate?)

6. Based on question 5. above, please provide mobile phone number of Host/Hostess:

LSE GATEHOUSE USE ONLY

APPROVAL DATE:

REQUEST NUMBER: