

BYLAWS  
OF  
LAKE  
LIMERICK  
COUNTRY  
CLUB

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**ARTICLE I**  
**GENERAL PROVISIONS**

**A. Name.** The name of the Association is Lake Limerick Country Club.

**B. Jurisdiction.** This Association has jurisdiction over all land within the Lake Limerick development (“Lake Limerick Country Club”), legally described as:

Lots one (1) to two hundred seven (207), both inclusive, Lake Limerick Division No. One, Volume 6 of Plats, pages 34 to 37, both inclusive, records of Mason County, Washington; Parcel Nos. 32127-50-00001 to 32127-50-00207;

Lots one (1) to three hundred four (304), both inclusive, Lake Limerick Division No. Two, Volume 6 of Plats, pages 73 to 79, both inclusive, records of Mason County, Washington; Parcel Nos. 32127-51-00001 to 32127-51-00906;

Lots one (1) to five hundred fifteen (515), both inclusive, Lake Limerick Division No. Three, Volume 6 of Plats, pages 118 to 128, both inclusive, records of Mason County, Washington; Parcel Nos. 32122-50-00001 to 32122-50-00900;

Lots one (1) to two hundred forty (240), both inclusive, Lake Limerick Division No. Four, Volume 6 of Plats, pages 190 to 195, both inclusive, records of Mason County, Washington; Parcel Nos. 32127-53-00001 to 32127-53-90015;

Lots one (1) to one hundred thirty-nine (139), both inclusive, Lake Limerick Division No. Five, Volume 7 of Plats, pages 16 to 22, both inclusive, records of Mason County, Washington; Parcel Nos. 32127-54-00001 to 32127-54-00139; and

Lots one (1) to thirty-seven (37), both inclusive, Replat of Lot 2, Lake Limerick Division No. 2, Volume 9 of Plats, pages 199, 200 and 201, records of Mason County, Washington; Parcel Nos. 32127-52-00001 to 32127-52-00900;

as well as all activities therein related to the purposes of the Association.

**C. Purposes.** The purposes for which this Association is founded are to promote the community welfare of the members and their families, to make Lake Limerick Country Club a better place in which to live and enjoy life, for the benefit of members and their

families; and to exercise any or all powers of non-profit associations and homeowners' associations pursuant to the laws of the State of Washington, including RCW chs. 24.03 and 64.38, or as amended.

**D. Common Areas.** The ownership of the common areas in Lake Limerick is vested in the Association. Such common areas are for the exclusive use and enjoyment of members in good standing, their families and their guests; and those invited by the Association to use said common areas, including holders of easements, licenses, associate memberships, and other rights granted by the Association, if any. Unless invited as specified by the Association, through its Board of Directors, tenants are not authorized to use any of said common areas. The Association, through its Board of Directors, may create reasonable rules and regulations for the use of its common areas, and for the conduct of members, their family members and guests, and others with respect thereto, as well as with respect to the entire Lake Limerick development. The Association is responsible for paying taxes and assessments on the common areas, and to operate and maintain the same, and pay the costs associated therewith. The Association may also own any other property, real or personal.

**E. Authorities.** This Association is subject to the applicable recorded Protective Covenants of Lake Limerick Country Club, as well as any other applicable recorded documents; its Articles of Incorporation; these Bylaws; other Association governing documents; other rules and regulations of the Association; RCW ch. 24.03, the Nonprofit Corporation Act, or its successor; RCW ch. 64.38, the Homeowners' Association Act, or its successor; and the laws of the State of Washington and of the United States.

**F. Definitions.** As used in these Bylaws, the following have the specified meanings:

**1. Common Areas.** These include property owned by the Association, such as beaches, the lake, parks, boat launches, the pro shop, the golf course, the Inn, green belts, water systems and facilities, and any other property currently owned by the

Association, as well as any property later acquired by the Association.

**2. Family Members.** For the purposes of these Bylaws, these include the spouses of members, and their dependents who live with them.

**3. Guests.** Guests are those whom a member invites to use the member's property. Tenants are not guests. Family members other than those defined above may be guests, depending on the circumstances.

**4. Member.** A member is the owner or contract purchaser of a Lake Limerick lot.

**5. Members in Good Standing.** These are members with no current substantial Protective Covenant or other rule violations; and those who are no more than 90 days delinquent in the payment of any amount due to the Association, unless a repayment agreement has been reached and is complied with.

**6. Tenants.** Tenants (renters) are those who compensate a member in some way for the right to live on or use a Lake Limerick lot.

## **ARTICLE II MEMBERSHIP**

**A. General.** Although the Board of Directors acts in most instances on behalf of the Association, the primary authority of Lake Limerick Country Club rests with its members. Members are the legal owners or contract purchasers of residential lots within the jurisdiction of Lake Limerick Country Club. Members elect directors to the Board of Directors, approve or disapprove the annual budget and further financial proposals, and vote on initiatives or referenda. Members are responsible for complying with all Association requirements, including paying in a timely manner all assessments due to the Association, and respecting the covenants and other applicable rules. Membership is appurtenant to

ownership of each lot in Lake Limerick Country Club. No member may withdraw membership except by transfer of ownership. Each member in good standing has the right to use Association property and facilities, and to permit guests and family members to do so as well; all pursuant to Lake Limerick Country Club's reasonable rules and regulations. Each member in good standing also has the right to apply for approval of permits for building and other plans and/or activities, to participate in Association activities, and serve on the Association Board of Directors and its committees.

Failure to comply with Lake Limerick Country Club's covenants and other rules, including the obligation to pay assessments, may result in loss of status as a member in good standing, as set forth in Article II(C) below, and therefore loss of the rights to use such property and facilities, including the Lake Limerick Country Club water system; to make such applications; and to participate in such activities and serve on such Board of Directors and committees. This loss of status will apply to the members personally as well as their rights with respect to each of their lots.

Each member is personally responsible for the actions of himself or herself, and all guests, family members and tenants, as they relate to the facilities and operations of the Association, its governing documents, and other Association rules and regulations and other requirements. Each member also has all of the rights and responsibilities conferred by Lake Limerick Country Club covenants and governing documents and other Association rules and regulations, as well as state law.

**B. Voting Rights.** Only members in good standing are eligible voters. A member in good standing who is an owner or purchaser of a lot may cast one vote. Multiple owners of any lot shall designate who shall cast the vote for said lot. One vote may be cast for each lot. Any one member may only cast one vote, regardless of the number of lots owned. For example, a husband and wife who own three lots may cast one vote each, or a total of two votes.

**C. Members in Good Standing.** Members shall not lose their status as members in good standing unless the Board of Directors acts to change their status, after notice and an opportunity to be heard at a Board of Directors meeting; or they are more than 90 days delinquent in their payments, unless a repayment agreement has been reached, and is complied with.

**D. Meetings.**

**1. Annual Membership Meeting.** There shall be a general annual membership meeting of the Association in April of each year. There shall also be an annual membership meeting in October of each year, to address the Association's budget.

**2. Special Membership Meetings.** Special meetings of the membership may be called by the President of the Board of Directors, a majority of the Board of Directors, or by members having ten percent of the total votes of the Association.

**3. Notice.** Notice of all membership meetings shall be delivered, or sent by prepaid, first class United States mail, to each member. Notice shall be given not less than 14 days, and not more than 50 days prior to the meeting. The notice shall state the time, place and agenda of the meeting.

**4. Place.** Membership meetings shall be held at the Lake Limerick Inn, or, if the Inn is not available, at such other place as may be designated by the Board.

**5. Agenda.** The notice of any membership meeting shall include the agenda for the meeting, as set by the Board of Directors. The agenda for membership meetings may include elections and approval of a budget and/or other financial proposals. The agenda may also include referenda, which are issues submitted to the general membership by the Board of Directors, either for binding vote, or guidance; and initiatives, which are issues submitted by the signatures of members in good standing representing ten percent of the total votes of the Association. It may also include provision for discussion of particular issues.

At the annual membership meeting, the Officers and committee chairpersons shall provide summary reports of operations of the preceding year, and plans for the upcoming year, as well as long-range plans, which shall also be included in the agenda.

In order to be fair to members unable to attend, neither the agenda nor any items on it may be amended during the course of the meeting, and all items to be voted on shall be considered as presented without amendment or modification.

**6. Quorum.** A quorum for the transaction of business at any general membership meeting shall be ten percent of the total number of votes of eligible voters, voting either in person, or by proxy.

**7. Ballots.** A member may cast his or her vote in person or by proxy, according to procedures established by the Board of Directors. Votes cast by proxy shall be specific as to each particular issue. The Notice of any general membership meeting shall include a proxy ballot, which shall be identical in all significant respects to the ballot provided to members voting in person.

**8. Majority.** Actions of the membership shall be taken by a majority vote of the members in good standing, voting at a meeting with a quorum, except as otherwise provided by law or Lake Limerick governing documents. An example of such an exception is set out at Article V(H) below, having to do with Washington State law about how budgets are adopted.

**9. Procedures.** The Board of Directors shall establish procedures for initiatives, referenda, and membership meetings that are reasonable and fair, including additional procedures to ensure the accuracy of voting as deemed appropriate.

### **ARTICLE III ASSOCIATE MEMBERSHIPS**

The Board of Directors may provide for one or more categories of associate

memberships in its discretion, including provision for rights and responsibilities of the same. Associate members are not Lake Limerick Country Club members, and are not entitled to vote as such.

**ARTICLE IV**  
**BOARD OF DIRECTORS**  
**POWERS AND DUTIES**

**A. General.** The Board of Directors is responsible for acting in all instances on behalf of the Association, except where otherwise expressly provided. It conducts, manages, and controls the affairs and business of the Association, and exercises ownership authority and control over all of the common properties of the Association.

Members of the Board of Directors develop skills and insight into the work of the Association through their service to the Association, including as Directors. Their responsibilities are to follow state laws and Lake Limerick Country Club governing documents and rules and regulations in ways that, in their individual and collective judgments, best serve the purposes of the Association, and are fair and reasonable.

**B. Membership Participation.** The Board of Directors shall keep the membership informed of significant current and prospective issues. The Board of Directors shall define such issues, take steps to educate and inform the membership about them, and listen to the members' responses, including use of informational "town meetings" as appropriate. In evaluating the opinions of the members, the Board of Directors shall take care to consider its duties to the purposes of the Association, and to avoid allowing any one member to exercise a disproportionate role in the process.

**C. Rules and Regulations.** The Board of Directors shall, when necessary and appropriate, develop rules and regulations to support the purposes of the Association, and to provide procedures for its operation.

**ARTICLE V**  
**BOARD OF DIRECTORS**  
**GENERAL**

**A. Number.** There shall be nine members of the Board of Directors.

**B. Qualification.** Any member in good standing is qualified to serve as a Director.

**C. Terms of Office.** Each Director shall serve a term of three years.

**D. Removal.** A Director may be removed with or without cause by a majority vote of the members in good standing voting at a meeting with a quorum, upon proper submission of a member initiative or Board of Directors referendum. A Director may also be removed by resignation or disqualification. A Director shall become disqualified if he or she is no longer a member, or a member in good standing; or misses three consecutive meetings without reasonable cause, as determined by the Board of Directors.

**E. Vacancies.** If a Director is removed, becomes disqualified, or resigns, the Board of Directors shall appoint a successor within a reasonable period of time. The successor shall fill the remainder of the unexpired term of the former Director.

**F. Meetings.**

**1. Where and When.** The Board of Directors shall meet at the office of the Association, unless otherwise necessary, at least monthly.

**2. Notice.** Notice of regular Director meetings shall be given by general reference in mailings to the membership, by electronic communication, and/or by posting at the office and/or clubhouse. Notice of special Board of Directors meetings shall be given, when reasonably possible, to the Directors at least 24 hours prior to the meeting, by personal communication, or reasonable alternate means best calculated to be received. Notice of special Board of Directors meetings shall also be given to the general members at least 24

hours prior to the meeting, when reasonably possible, by posting notice at the office and/or clubhouse.

**3. Quorum.** A quorum of the Board of Directors for the transaction of business shall be a majority of the then sitting Directors.

**4. Majority.** A majority vote of the Directors at a meeting at which a quorum is present is sufficient to transact the business of the Board of Directors.

**5. Procedures.** The Board of Directors shall develop procedures for its operation that are fair and reasonable under all the circumstances.

**6. Distance Meeting.** Any meeting of the Board of Directors may be conducted by telephone conference call, or similar communications medium, whereby all directors participating are in voice or electronic contact with each other throughout the meeting, subject to all other meeting requirements as set forth herein.

**G. Delegation of Powers.** The Board of Directors may delegate such powers with respect to management of the Association as it deems appropriate, subject to state law and the governing documents and rules and regulations of the Association.

**H. General or Special Budget for income, expenses and reserves.** The Board of Directors shall adopt an annual budget for assessment and other income, expenses and reserves, as well as special or amended budgets for the same, when needed. Any such budget shall be submitted to the membership as provided by Washington State law. Consideration by the membership may take place at the Association's annual general or budget meeting, or at any special membership meeting. If at any time state law no longer specifies the procedure for adoption of budgets, any general, special or amended budget adopted by the Board of Directors for assessment and other income, as well as expenses and/or reserves, shall be submitted to the membership for its approval or rejection pursuant to the most recent applicable state law, until these Bylaws are or may be amended to provide otherwise.

**I. Budget Reports.** The Board of Directors will make available to the members

budget reports, specifying performance in light of the budget.

## **ARTICLE VI OFFICERS**

**A. Election.** At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect its President, Vice-President, Secretary, and Treasurer from among the Directors. Officers of the Association so elected shall hold office until their successors are qualified.

**B. Removal.** Any Officer may be removed as such by a majority vote of all of the Directors. Upon removal of an Officer, the Board of Directors shall elect a replacement within a reasonable time.

**C. President and Vice-President.** The President shall preside at all meetings of the Directors and members, shall sign as President on all agreements, contracts and instruments authorized by the Board of Directors, and shall be its chief executive officer. The Vice President shall perform the duties of the President when the President is unavailable.

**D. Secretary.** The Secretary shall be generally responsible for all meeting notices and the minutes of all meetings of the membership and of the Board of Directors, and shall have charge of all of the Association books, records, and papers.

**E. Treasurer.** The Treasurer shall be generally responsible for keeping safely all money, financial accounts of the Association, and for preparing and keeping a complete accounting of the financial records of the Association, for presentation to the members at the annual membership meeting, and at all other times as required.

**F. Execution of Documents.** The President, or in the absence of the President, the Vice-President, shall sign and execute all contracts, conveyances, notes and security

agreements on behalf of the corporation. The same shall also be signed and executed by either the Treasurer or the Secretary. When necessary due to particular circumstances, the Board of Directors may specifically authorize signing and execution otherwise. Checks, drafts, and other negotiable instruments, and other documents except amendments to Association documents, may be signed and/or executed as provided by the Board of Directors. The President or Vice President, in the absence of the President; and Secretary or Treasurer, in the absence of the Secretary; shall together be responsible for preparing, executing, certifying and recording Association governing documents, Association rules and regulations, and amendments thereto.

**G. Employees and Agents.** The Board of Directors may appoint, engage and/or employ, pursuant to its direction, employees, contractors, agents and volunteers.

## **ARTICLE VII COMMITTEES**

**A. General.** The Board of Directors may form committees at any time for such purposes as it may deem necessary. The Board of Directors shall adopt a Resolution establishing each such committee, addressing its makeup, authority and operating procedures. The Board of Directors may delegate, pursuant to law, its authority to take action to any committee that is composed entirely of Directors. The actions of any committee shall be subject to the ratification or disapproval of the Board of Directors.

**B. Executive Committee.** The Executive Committee shall be composed of the President, Vice-President, Secretary and Treasurer of the Board of Directors, and a non-voting representative from the Water Committee. The Executive Committee shall act pursuant to procedures established by the Board of Directors by Resolution.

**C. Nominating Committee.** The President of the Board of Directors shall

appoint, with the consent of the Board of Directors, a chairperson and other members to a Nominating Committee. The Nominating Committee shall solicit and present candidates to serve on the Board of Directors, and for other positions, pursuant to procedures established by the Board of Directors by Resolution. Any Association member may also nominate any such candidate.

**D. Hearing Committee.** The President of the Board of Directors shall appoint, with the consent of the Board of Directors, at least three Hearing Committee members. The Hearing Committee is responsible for adjudicating claims that a member has violated any provisions of Lake Limerick governing documents or other rules.

The Hearing Committee will perform its duties pursuant to procedures as developed by the Board of Directors by Resolution, which procedures shall include provisions for appeal to the Board of Directors of any determination made by the Hearing Committee.

**E. Water Committee.** The Water Committee shall be elected by the general membership. It shall be responsible for ensuring the provision of water to lots within Lake Limerick, including the maintenance, repair and replacement of facilities, compliance with controlling federal, state and local laws, rules and regulations, and the administration of the same. It may adopt for its purposes its own Bylaws, and other rules of procedure, as well as other regulations regarding the provision of water.

## **ARTICLE VIII CODE OF ETHICS**

**A. Standard of Care.** All Directors, Officers, committee members, agents, contractors, employees, volunteers and others performing services for or on behalf of the Association, shall do so in a manner they believe to be in the best interest of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like

position would use in similar circumstances.

**B. Open Meetings.** All meetings of the Board of Directors and its committees shall be open for observation by all members and their authorized agents, except as otherwise specified by law.

**C. Open Records.** Except as otherwise specified by law, the minutes of any membership, Board, or committee meetings, and all other records of the Association, shall be available for examination by all members and the holders of any mortgages on any lots and their authorized agents, on reasonable notice, and upon payment of reasonable costs incurred to provide the same.

**D. Compensation.** No Director, Officer, committee member or volunteer shall be compensated for work performed as such without approval by the Board of Directors. Reasonable expense reimbursement is not considered compensation. Compensation may be paid for services performed as an employee, agent or contractor, subject to conflict of interest limitations set forth below.

**E. Conflict of Interest.** No member of the Board of Directors, or of any Board of Directors committee, shall participate in any vote on any subject in which he or she has a specific personal, professional, financial, or other conflict of interest. He or she may, however, participate in discussions regarding the same.

**F. Loyalty.** All members, including Directors, are encouraged to share their views and opinions. Constructive dissent can be a very valuable resource to a Board of Directors. Directors may vote in the minority on issues, and they are not required to personally endorse any Board of Directors decision or action. They may discuss their opinions freely and openly with anyone. But by accepting a Board of Directors position, each Director agrees to work within the Association processes and systems to advance his or her views or positions, and not to either individually, or in collaboration with others, intentionally sabotage or subvert the work of the Board of Directors.

**G. Confidentiality.** All members, including Board members, as well as volunteers, employees, agents, and contractors, shall maintain confidentiality with respect to any information they become aware of having to do with any matters involving personnel, consultation or communications with legal counsel, likely or pending litigation, possible violations of the governing documents, or involving the possible liability of a member to the Association, insofar as such matters may be discussed in any closed session meeting of the Board of Directors.

**H. Loans.** The Association shall make no loans to its Directors or Officers.

**I. Audit.** The Board of Directors may cause to be prepared an audit of any or all of the financial accounts or affairs of the Association at any time, and to what extent, it deems appropriate. In addition, at least annually, the Board of Directors shall cause to be prepared a financial statement of the Association. Such financial statements shall be audited where provided by law, or as directed by the Board of Directors.

**J. Accounts.** The funds of the Association shall be kept in accounts in its name, and shall not be commingled with the funds of any other Association, the President of the Association, or any other person responsible for custody of such funds.

## **ARTICLE IX ASSESSMENTS**

**A.** Each member, by accepting an ownership interest in any lot within the development, agrees to pay all assessments imposed by the Association.

**B.** Assessments as defined herein shall constitute a personal obligation of each member. In addition, they shall constitute a lien as specified herein, whether this lien is reduced to writing and recorded, or not. A “lot” for assessment purposes means any lot as

shown on the original plats of Lake Limerick Country Club. The effective date of each such lien shall be the date of recordation of the applicable protective covenant.

**C.** Members have the obligation to pay assessments, but the Association recognizes that individual members often face financial difficulties. The Association shall diligently collect all accounts. When an account becomes delinquent, the Association shall make reasonable efforts to work with the member to bring the account current, including readily accepting reasonable payment plans, supported by a promissory note, where such plans provide for payment in full of all delinquencies, and specify that all future assessments will be paid on time.

**D.** When reasonable collection efforts are not successful, and if appropriate in the judgment of the Association, assessment liens may be foreclosed, in the general manner of foreclosure of real property mortgages, with adaptations where reasonable in the judgment of the Board of Directors; provided, that a revised deficiency judgment may be entered after confirmation of sale, crediting the sale proceeds, and any payments or other credits, and debiting any post-judgment assessments, costs and attorney fees; the member may stay the proceedings at any time, prior to sale, by payment to Lake Limerick of the full amount due, as defined below; and if a lot has been improved and abandoned, as defined by state law, upon request, a court may order no redemption period as well as a deficiency judgment.

**E.** The lien of Lake Limerick Country Club for payment of all assessments as defined herein is prior to any other lien, mortgage, deed of trust, or any other encumbrance, regardless of filing date of notice of the same. However, as to any lot, this lien shall be automatically subordinated to one mortgage, deed of trust, or other financing encumbrance in favor of an institutional lender, which is undertaken for the sole purpose of purchase of the lot, construction (or remodeling) of improvements to the lot, or refinancing of the same; provided that the Association account with respect to any such lot is not delinquent at the time of recordation of the encumbrance, and that a copy of such encumbrance is delivered

personally, evidenced by a receipt for the same, or sent by certified or registered mail; and received at the office of Lake Limerick Country Club within sixty days of its execution. The burden of proving receipt is on the lender.

**F.** In addition, Lake Limerick Country Club may choose to subordinate its lien to any other encumbrance, when in the best interests of the Association, and consistent with the purposes of Lake Limerick Country Club as set forth herein.

**G. Assessments.** The following are included in the meaning of “assessments:”

**1. General Annual Assessment and/or Dues.** The Association shall impose a general annual assessment and/or dues on each lot or member within the development, which assessment or dues shall be imposed as specified in these Bylaws as specified in Article V(H) above.

**2. Special Assessments.** Special assessments for particular expenses may also be imposed as specified in these Bylaws.

**3. Other Charges.** In addition to these general and special assessments, the following charges may also be imposed, and are for the purposes of the Bylaws also considered assessments:

**a. Service Fees.** The Board of Directors may in its discretion impose direct fees for such goods and services as, for example, cart shed rental, trail fees, the use of recreational facilities, retail sales items, and lien filing;

**b. Remediation expenses.** The Board of Directors may charge to a member any lot condition remediation expenses incurred by the Association, as specified in the recorded Covenants, either before or after any Sheriff’s sale;

**c. Fines.** Any fines, pursuant to a system for the imposition of fines for violation of Lake Limerick Country Club covenants and/or rules, as adopted by the Board of Directors;

**d. Late Fees and Interest.** The Association may add reasonable

late fees, as well as interest of not more than 12% per annum, compounded annually, to any delinquent account and all assessments related thereto; and

**e. Expenses and Fees.** If the Board of Directors is required to expend any funds, with or without litigation, in pursuit of the collection of any assessments, as defined herein; the assertion of or defense to any claims regarding the authority, jurisdiction or exercise of any of the powers of the Association; the correction of any violation of Lake Limerick Country Club covenants and/or rules; or with regard to any other dispute concerning its actions and/or powers; all expenses, including but not limited to attorney, accountant, other expert, title report and surveyor fees; lot condition remediation costs; and all other costs of litigation, including court and discovery expenses; and any and all other amounts reasonably expended in the process of collection, dispute resolution or correction; shall be paid by the member responsible.

## **ARTICLE X GOVERNANCE**

**A. Binding Rules.** The rules of the Association, including the covenants, Articles of Incorporation, these Bylaws, and other Association rules and regulations, are binding on all members. The acceptance of an interest in title also constitutes an agreement that the member accepts Association governing documents and rules and regulations as they exist now and may be lawfully amended in the future, for himself or herself as well as for all family members, guests and tenants.

**B. Construction.** Where any terms of the covenants and/or other rules are unclear, the Association shall have the right, power and authority to interpret the same by providing a meaning that is reasonable and fair, and advances the purpose of the Association and the collective interests of the members.

**C. Violations of Rules.** In addition to collection of assessments, it may from

time to time be necessary for legal action to be undertaken in order to correct violations of Lake Limerick covenants and/or rules, and/or to respond to claims against the Association. The Association itself may bring actions to correct such violations or, where the rule violated is a recorded restrictive covenant, any individual members may also do so. A corrective action, other claim, or response to a claim may be brought at law or in equity, and may request relief in the form of injunction, remediation, foreclosure, damages and/or collection of assessments as defined at Article IX above, or any other relief authorized by law or in equity.

**D. Limitation on Actions Against the Board of Directors.** No legal action may be brought against the Board of Directors, its Officers, employees, and agents, committee members and/or volunteers, for failure to enforce any provisions of the governing documents or rules and regulations under any circumstances; or for mistakes made reasonably and in good faith regarding the approval or failure to approve building or other lot improvement plans.

**E. Indemnification.** The Association may indemnify current or former directors or Officers, or any other person, to the maximum extent pursuant to law.

**F. Severability.** If any provision of these bylaws is deemed illegal or without effect, the remaining provisions shall not be effected.

**G. Non-Waiver.** Failure of the Association to enforce any Association covenant, Article of Incorporation, Bylaw, or any other rule or regulation against any member shall not operate (1) to waive the right of the Association to enforce at any time the same rule or any other rule against the same or any other member; (2) to acquiesce in the future non-enforcement of the same or any other rule; (3) as the abandonment of the right to enforce the same or any other rule; or (4) to constitute any other defense to enforcement in any particular case. No member may rely on any such failure to enforce for any purpose.

**H. Application.** The provisions of these Bylaws shall apply to all circumstances

existing at the time of their adoption, except where to do so would seriously impair an existing vested right or interest, where the owner of that interest would be entitled to assert an equitable claim regarding the same.

**I. Amendments.** Amendments to these Bylaws may be submitted to the membership by the Board of Directors, or by a petition of members in good standing to the Board of Directors representing twenty percent of the total votes of the Association. These Bylaws may be amended by the majority vote of the members in good standing voting at a meeting with a quorum. The effective date of each amendment shall be as specified therein.

**ARTICLE XI  
CERTIFICATION OF AMENDMENT**

**A. Certification.** We, the President and Secretary of Lake Limerick Country Club, certify that the above stated Bylaws were properly adopted according to all requirements as an amendment to the Bylaws of Lake Limerick Country Club.

**B. Effective Date.** The effective date of these Amended Bylaws shall be and is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By our signatures hereto, we so certify.

Signature President, Board of Directors	Typed Name	Date
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Signature Secretary, Board of Directors	Typed Name	Date
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