

**LAKE LIMERICK COUNTRY CLUB, INC.  
E. 790 ST. ANDREWS DRIVE  
SHELTON, WA 98584  
(206) 426-3581**

**BOARD OF TRUSTEES  
MINUTES OF**

**JANUARY 16, 1993**

LAKE LIMERICK COUNTRY CLUB, INC.  
BOARD OF TRUSTEES  
JANUARY 16, 1993

The meeting was called to order by President Dick Lombard at 9:00 a.m. Trustees attending: Scott Carey, Jim Ergen, Sharon Haworth, Jim Joseph, Betty Malloy Braget, Phil Lalle, Nan Stricklin and Al Wilson. Trustees Bob King, and John Swanberg were absent.

Motion made by Tr. Sharon Haworth, seconded by Tr. Scott Carey and carried by the board as follows:

To approve the Minutes of December 19, 1992.

Motion made by Tr. Phil Lalle, seconded by Tr. Nan Stricklin and carried by the board as follows:

To approve the Consent Agenda of January 16, 1993 as noted.

Consent Agenda Item 1. Water Committee - None.

Consent Agenda Item 2. Long Range Planning - Jack King wishes to thank everyone from the Committees. The Town Meeting will be held as scheduled on 1/23/93 at 1:00 p.m. The Long Range Planning meeting paralleled the Financial Committee meeting of 1/13/93. The Long Range Planning Committee advocates presenting to the Town Meeting the Financial Committee recommendations for Phase I that assesses for 3 years. This would include the Pro Shop, Waste Disposal and Inn Repairs (for handicapped codes). Jack noted the prices for the Waste Disposal are higher than the one's posted on the Finance Committee minutes. It was noted the construction time is planned for the least amount of borrowing.

OLD BUSINESS:

A. Capital Budget Walk-In Cooler. Mark Hanson presented the verbal bid of \$14,000.00, and written bids of Hussman \$13,000.00 + tax and North West Refrigeration \$10,650.00 + tax which includes all but electrical hook-up. The Magpies will donate \$3,500.00 towards the purchase. Scott Carey discussed the cooler that Simpson has that he will check and get back to Mark. For the next meeting there will be something tied down, and Betty can let the Magpies know.

Consent Agenda Item 3. Inn Committee Meeting - The Committee recommends their meeting time be changed to 12:00 p.m. the third Saturday of each month. After much discussion it was decided on a trial period of two months. The issue will be addressed at the March meeting.

Consent Agenda Item 4. Architectural Committee - Jim Joseph passed out Guidelines #46, #47, and #48 that had been received from Rob, the Club Attorney. Jim reviewed the history of the guidelines.

Motion made by Tr. Nan Stricklin, seconded by Tr. Al Wilson and carried by the board as follows:

To accept the Guidelines #46, #47, and #48 as information and review them at the next Board Meeting.

Consent Agenda Item 5. Nominating Committee - Status Report  
Jack King said Mary Lou was receiving applications. There may be seven who indicated interest in running for the Board of Trustees. There are 3 vacancies on the Board. The applications are due by February 1, 1993 in the office.

Consent Agenda Item 6. Lake/Dam Committee - McNabb Proposal  
Carolyn Soehnlein passed out the contract from Terry McNabb for treatment of the Lakes. Terry is required to contact a member of the Lake/Dam Committee each time he visits.  
Mary Beth Gibbons also sent a proposal that the Lake/Dam Committee will look at during their next meeting.

Motion made by Tr. Sharon Haworth, seconded by Tr. Phil Lalle and carried by the board as follows:

To accept the contract with Resource Management, Inc. for treatment of the lakes for \$23,125.00.

EXECUTIVE COMMITTEE -

Dick reported that the committee did not meet due to a communications problem. He talked to each member by phone on the issues.

Recess: 10:15 a.m.

OLD BUSINESS -

B. Payment of Golf Cart Shed Fee (monthly-annually)  
The Green's Committee suggests an annual fee only. The Board will not take any action on this at this time.

NEW BUSINESS -

A. Committee Chair Appointment - Advise & Consent

Motion made by Tr. Jim Joseph, seconded by Tr. Nan Stricklin and carried by the board as follows: Scott Carey abstained.

With the advice and consent the board approves the appointment of Scott Carey as Chair-person of the Maintenance Committee.

From the floor: We would like to thank Jim Ergen as Chair-person of the Maintenance Committee.

B. Subordination Clause - Scott Carey discussed this with the board. Dick Lombard reviewed the procedure, the Club Attorney gives the agreement to the club president for his signature then Rob sends them back to the lender. This had been discussed with the Executive Committee, and Dick read a letter from Rob. Dick reiterated that Lake Limerick is only concerned with the status of the owners account with us.

C. Phil Lalle asked the board to review the policy of Board Members missing three meetings. The rule has been in place a long time, and posted again in 1990 on the Nominating Application Form. Therefore, only some of the current members of the board had signed the form. This will be checked in the By-Laws again.

COMMENTS FROM MEMBERSHIP - None

CORRESPONDENCE -

Jim Joseph read a thank you from Jeff Jackson for his Pro Annual Membership. Jeff would like to invite all Annual Golf members to hit balls at the Batstone driving range on a certain day. Committee complaint at Dunvegan, the ditches are full of refuse. A member would like to see a summer clean up committee organized. The board noted the County is really responsible and there is an "Adopt a Highway" program.

Motion made by Tr. Scott Carey, seconded by Tr. Sharon Haworth and carried by the board as follows:

To adjourn the meeting at 10:40 p.m.

Respectfully submitted,  
Jim Joseph, Secretary

# AGENDA

BOARD OF TRUSTEES - LLCC INC.

January 16, 1993

9:00 AM

1. ROLL CALL
2. APPROVAL OF MINUTES - December 19, 1992
3. FINANCIAL REPORT - Betty Bragett
4. CONSENT AGENDA:
  - A. GREENS COMMITTEE
  - B. LAKE - DAM COMMITTEE
  - C. MAINTENANCE COMMITTEE
  - D. NOMINATING COMMITTEE
  - E. ARCHITECTURAL COMMITTEE
  - F. COMMUNITY SUPPORT COMMITTEE
  - G. LONG RANGE PLANNING COMMITTEE
  - H. INN COMMITTEE
  - I. WATER COMMITTEE
  - J. FINANCIAL ADVISORY
- ITEMS FROM CONSENT AGENDA:
  1. Water Committee -
  2. LR Planning - Progress Report - Town Meeting
  3. Inn Comm. - Meeting Time
  4. Arch - Fee Adjustments
  5. Nominating Committee - Status Report
  6. LAKEDAM TERRY McNAB PROPOSAL
5. EXECUTIVE COMMITTEE:
  - A. Meeting of Jan 9, 1993 Cancelled
6. OLD BUSINESS:
  - A. Capital Budget FY 93 - Walk - in Cooler
  - B. Payment of Golf Cart Shed Fee (Monthly - Annually)
  - C.
  - D.
7. NEW BUSINESS:
  - A. Committee Chair Appointment - Advice and Consent
  - B. Subordination Clause
  - C. PHIL COMMENT
8. COMMENTS FROM MEMBERSHIP
9. CORRESPONDENCE
10. ADJOURN

#### **GUIDELINE #46: ARCHITECTURAL PERMIT FEE PENALTIES**

When a project or work is begun that is subject to permit application processes, but no permit application approval is requested, or work is done commenced prior to approval; or work is undertaken that is beyond the scope of approval; the Architectural Committee may set a penalty of up to 10 times the regular permit fee for any particular projects.

It is essential for the Architectural Committee to have the opportunity to review, consider and approve plans for activities that are subject to the permitting process before those activities are undertaken. The penalty is intended to deter members from undertaking such activities without permits, and to help defray the expenses of responding to such unpermitted activities.

The Architectural Committee shall decide on a specific penalty for each particular violation of this guideline, based upon the seriousness of the violation. The seriousness of the violation shall be measured in terms of the scope of the violation, its effects on the community, the visual impact of the violation, the difficulty of remedying the violation, any explanation the violator may have for his or her failure to secure a permit, and the cooperation or lack thereof of the violator with the permitting process after the violation has been discovered.

The violator may appeal a determination of the Architectural Committee to the Board of Directors, which shall apply the same criteria to its decision. The decision of the Board of Directors on appeal shall be made as if the Architectural Committee had not made a decision, but the Board of Directors shall consider the position of the Architectural Committee at the appeal hearing, which shall be presented personally by a member of the Committee. The decision by the Board shall be final.

Any penalties assessed in this matter shall be considered the same as any costs and expenses for cleaning and repairing lots, and shall constitute a lien against the lot involved.

In addition to penalties, the Architectural Committee will in most cases require a remediation plan intended to limit the adverse effects of any such activities that are not ultimately approved by the Architectural Committee.

#### **GUIDELINE #47: LOT CLEARING**

Lots are not to be cleared, and trees are not to be cut, except pursuant to Architectural Committee permitting processes. In general, trees may be cut as set forth in previous guidelines. However, areas of lots may not be cleared in preparation for planned or speculative future development. Clearing may occur as part of a permit for installation of a septic system, construction of a residence, or other approved activity; clearing by itself, without approval for related construction or other permitted activity, shall not be permitted.

#### **GUIDELINE #48: REPLANTING SCHEDULE**

Whenever trees are cut, or parts of a lot are cleared, without proper approval; or where they are made subject to proper approval, as part of a plan for construction or other permitted activity, but that construction or other permitted activity is not undertaken within the time allowed in the permit; the Architectural Committee shall require a program of cleaning the lot of debris and generally remedying any adverse visual impact; as well as a specific plan for replanting and other mitigation measures.

This plan shall be reasonable, and intended to remedy the visual impacts associated with land clearing that is not accompanied by development, in an attempt to keep any affected lots in harmony with the general plan for the community.



January 15, 1993

To: Limerick Lake and Dam Committee

From: Terry McNabb

Attached is a contract for 1993. Please review it and return one copy signed. Aquatic herbicide permits will be filed next week when DOE delivers the 1993 forms.

A summary of the discussion and changes that we made to the contract during our last meeting are attached as the financial portion of the contract. If you have any questions about these figures, please call me Monday and we can discuss them.

Thank you for your business and we will look forward to having a very good year on your lakes in 1993.

Summary of Tasks for 1993 and Financial Requirements

1. January, permit application	no charge
2. Public Notice as required by DOE. Limerick will publish in Newsletter in Spring, we will post dwelling on the lakes in spring	\$300.00
3. May Sonar Treatment	\$2,800.00
4. May Grass Carp (300 fish @9.25)	\$2,775.00
5. June Aquathol Treatments	\$15,950.00
6. June Inspection/Algae Treatment	\$650.00
7. July Inspection/Algae Treatment	\$650.00
Subtotal	\$23,125.00
8. August and September Inspection/Algae at option of Limerick L & D	\$650.00 each
9. Optional August Weed Treatment in High Use areas quoted if needed at that time.	

As we discussed at the last meeting, invoices will be presented at the time each task is performed. RMI will contact a member of the Lake and Dam Committee each time we visit the lake. LLCC will pay the invoices on receipt and after the work has been performed and inspected by the Lake and Dam Committee.

## Lake Management Agreement

This Lake Management Agreement (this "Agreement") is made and entered into as of the date indicated below by and between Lake Limerick Country Club, Inc. (Owner) and Resource Management, Inc (RMI).

### Recitals

A. Owner is composed of and represents the property owners possessing ownership, control and jurisdiction over the use of certain lakes or rivers separately identified by the parties hereto being commonly referred to as Lake Limerick and Leperchon Lake of an approximately \_\_\_130\_\_\_ acres size and located in or near Shelton, Washington.

B. Owner has agreed to engage RMI to perform certain lake management SERVICES for Owner and RMI has agreed to perform such SERVICES, both according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agrees as follows:

### Agreements

1. Compensation and Payment. For RMI's agreement to perform the Services (defined below), Owner agrees to pay to RMI for services as outlined in the 1993 proposal attached to this document. Payments will be due on receipt of invoice and there will be a service charge of 1.5% per month on accounts over 30 days delinquent. RMI will contact a member of the Lake and Dam committee and the LLCC office before and during each visit to the lake. The Lake and Dam committee can hold payment until the work is inspected during each visit. The committee will make a member available during each visit to the lake for this inspection and to enhance communications with the board.
2. Term. All SERVICES shall be for and occur during the calendar year 1993 and RMI shall have no further obligation to supply any services thereafter, unless this Agreement is renewed for successive years by mutual agreement of the parties in which event the terms and conditions of this Agreement shall govern and apply to the parties relationship for such renewal years.
3. Service. RMI will provide to the owners SERVICES which are outlined in the proposal which is attached. RMI will provide all equipment, materials, labor, laboratory, scientific and other service deemed necessary or appropriate by RMI to perform the Services. RMI shall use its best efforts to obtain all permits required to perform the Services, but makes no representation or warranty that it will be able to obtain such permits. The failure to obtain permits by RMI shall entitle either party to terminate this Agreement. In the event of such termination, RMI shall be entitled to compensation only for services performed prior to termination.
4. Materials. All aquatic herbicides used by RMI for the control of aquatic plant growth in the areas described in this Agreement shall be of a type approved by the United States Environmental Protection Agency ("EPA"), RMI will furnish Owner's representative with copies of the labels for all aquatic herbicides it proposes to introduce

into the Lakes upon request. In the event RMI utilizes US Environmental Protection Agency approved materials in accordance with the product label, RMI shall have no responsibility for any damage to the Lakes, and abutting property, or any plant or animal life therein or thereon, arising in whole or in part from the use of any such approved material.

To the fullest extent permitted by law, RMI shall indemnify, defend and hold harmless Owner (including its officers, directors, agents, and employees) from and against any and all claims, demands, penalties, damages, costs expenses, fees at trial, appeal and in connection with any petition to review and liabilities of any kind arising out of or in a any way connected with the performance of services under this agreement.

5. Insurance. RMI will carry comprehensive general liability insurance for the term of this Agreement with limits required by applicable state law.

6. Compliance. In performing this agreement, RMI shall comply with all applicable federal, state, and local statutes, regulations and ordinances regarding the regulation of aquatic herbicides or their application, disposal of wastes, employee right to know, or otherwise pertaining to the protection of health or the environment.

RMI shall be solely responsible for obtaining all licenses, permits or other authorizations required for the performance of the services and shall provide copies of all such authorizations to Owner before commencing the services. RMI shall be responsible for the safe and proper disposal of all empty containers, unused herbicide, and all other wastes generated in connection of the services.

7. Warranty. RMI warrants that the herbicides will be applied in a professional manor as specified on the product label.

8. Notification of Treatments. If required by any permit issued in connection with RMI's performance of the Services, Owner will provide reasonable assistance to RMI in its efforts to comply with all permit requirements, without limitation, providing RMI with a list of the names and addresses of all property owners and/or members of an association of such persons in the event such permits required any notification to be given to such persons.

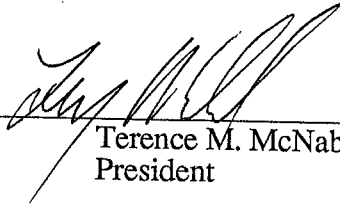
9. Access. Owner will provide reasonable access to RMI to the lakes for the purpose of moving equipment to and from the water. The owner will also allow the use of gas powered equipment on the lake for the purpose of inspection and treatment of the lake.

10. Legal Issues Any legal actions arising from this contract will be filed in the appropriate court in Thurston County, Washington. All persons signing this contract represent that they are authorized to do so and bind the respective parties to this contract.

11. Date. This Agreement is dated as of the 27th day of Jan, ~~198~~<sup>1995</sup>

Resource Management, Inc.

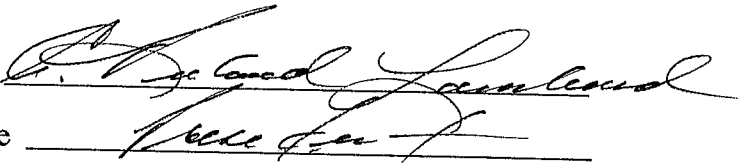
By



Terence M. McNabb  
President

Lake Limerick

By



Title

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FILED THE FOLLOWING IN EACH FOLDER:

- AGENDA: \_\_\_\_\_
- BOARD MINUTES: \_\_\_\_\_
- ALSO: Rob & All Committees
- P & L: \_\_\_\_\_
- ARCH COMMITTEE: \_\_\_\_\_
- GREENS COMMITTEE: \_\_\_\_\_
- INN COMMITTEE: \_\_\_\_\_
- LAKE COMMITTEE: \_\_\_\_\_
- LONG RANGE PLANNING: \_\_\_\_\_
- MAINTENANCE: \_\_\_\_\_
- LLCC COM SUPPORT: \_\_\_\_\_
- WATER COMMITTEE: \_\_\_\_\_
- FINANCIAL: \_\_\_\_\_