

LAKE LIMERICK COUNTRY CLUB, INC.

E. 790 ST. ANDREWS DRIVE
SHELTON, WA 98584

BOARD OF TRUSTEES

February 17, 1996

The meeting was called to order by President Dan Robinson at 9:00 p.m. Trustees attending: Betty Malloy Braget, Talitha Waldron, Martha Fairbanks, Bill Buff, Jerry Soehnlein, Gary Ayers, and Shirley Reichner. Trustees excused from the meeting were Ted Mason, and Bob Johnson. Tr. John Hocker was absent.

ROLL CALL: *Tillie Waldron*

APPROVAL OF MINUTES:

Motion made by Tr. Jerry Soehnlein, seconded by Tr. Bill Buff and carried by the Board as follows:

To approve the minutes of the January 22, 1996 Board meeting as written.

FINANCIAL REPORT:

President Dan Robinson expressed his appreciation to the office staff, Suz, Sheila, Terry, and Carolyn for their work adapting the new accounting software and manually posting the entries from September through the current date. Treasurer Martha Fairbanks noted the financial reports were a long time coming due to the software. She thanks Tr. Bill Buff for all his work with the computers and software.

Treasurer Martha Fairbanks will be on vacation from February 27, 1996 through April 4, 1996.

Motion made by Tr. Martha Fairbanks, seconded by Tr. Shirley Reichner and carried by the Board as follows:

Tr. Bill Buff abstains.

To approve the appointment of Bill Buff as acting treasurer during Treasurer Martha Fairbanks absence.

Tr. Bill Buff presented a P&L he had prepared. He extrapolated last year's numbers for a comparison to this year. He reviewed the various accounts and commented each department needs to be aware of their finances.

Motion made by Tr. Betty Malloy Braget, seconded by Tr. Martha Fairbanks and carried by the Board as follows:

To approval the financial summary as presented.

ITEMS FROM THE CONSENT AGENDA:

Consent Agenda Item 1. Maintenance --Replace Downspouts and Gutters on the Inn

Chairperson Gary Ayers presented two bids to the board, and noted there will be a third bid later. The bids are about \$1,000.00 for the downspouts and gutters.

Motion made by Tr. Jerry Soehnlein, seconded by Tr. Bill Buff and carried by the Board as follows:

The board accepts the recommendation of the maintenance committee to accept the bid from 4 Seasons to replace the gutters and downspouts on the inn for \$968.04.

The funds will come from the maintenance department's -maintenance & repair budget.

Consent Agenda Item 2. Maintenance --Bids for Gates and Fencing around Maintenance Shop

Chairperson Gary Ayers gave the board three bids for fencing around the maintenance shop.

Tr. Bill Buff suggested adding this item to the capital budget to be voted in October by the members since the quotes are over \$5,000.00. The board would like to also see an alternative bid for a vinyl coated fence.

Tr. Jerry Soehnlein recommended that the water committee share part of the cost when it incurs.

The greens committee noted they will need three large outdoor bins for storage and want to make sure there will be enough room between the fence and shed.

Motion made by Tr. Bill Buff, seconded by Tr. Betty Malloy Braget and carried by the Board as follows

The board will table the subject of the maintenance shop perimeter fencing until the additional information is obtained.

Consent Agenda Item 3. Maintenance Committee --Plans for building revisions

Chairperson Gary Ayers suggested an Ad Hoc committee for review of remodeling the Inn. Tr. Jerry Soehnlein offers his assistance to the committee.

Consent Agenda Item 4 Maintenance Committee --Work Orders

Chairperson Gary Ayers wrote up a work order procedure which will be sent to all the committee chairpersons.

Motion made by Tr. Jerry Soehnlein, seconded by Tr. Shirley Reichner and carried by the Board as follows

The board approved the maintenance work order procedure.

Consent Agenda Item 5 Maintenance Committee --Visitors to the Main Shop

Chairperson Gary Ayers discussed the matter of visitors at the maintenance shop, requesting that visits be minimized.

Consent Agenda Item 6 Election Committee --Absentee Ballot Rules Review

Chairperson Jane King reviewed the absentee ballot procedures. Voting members may request an absentee ballot by mail or in person and return the absentee ballot by mail or in person. They also may go to the membership meeting and vote. A request for an absentee ballot by FAX is O.K., but there can not be a "vote" by FAX.

Consent Agenda Item 7. Bingo --Shirley Reichner

Chairperson Shirley Reichner had called the Gambling Commission and let them know LLCC is no longer holding bingo sessions. They implied there was no need to do reports. Then they indicated a year end filing was still necessary, she wrote a letter to explain what happened.

Shirley wants direction, in writing, from the board for the following:

1. How to disburse the bingo moneys.
2. LLCC charges for rent, clean up etc.

Tr. Bill Buff will work with Shirley as to some type of proposal for Bingo to present at the next meeting.

Jora Lee, the cleaning contractor discussed the problems in set up schedules for events in the hall. If she has to change the room twice she'll have to charge twice for the time involved. President Dan Robinson stated he would resolve the set-up problems between the office staff and Jora Lee.

Break: 10:15 to 10:30

EXECUTIVE COMMITTEE:

OLD BUSINESS:

A. Complaint Procedure--Betty Malloy Braget.

She provided the packet from the attorney to the board.

Two items that may need addressing in the future are:

1) "members lot credit history" needs a signature from the member now, but with the new law(full disclosure) can any member inquire as to a "lot" accounts receivable balance?

2) employee personnel file, who may access?

Lake Limerick can't refuse serving members unless they drink too much and that is at the bartenders discretion.

It was suggested to table the complaint procedure for a future date.

B. Employee Pay Plan--Dan Robinson.

1) Confirmation of poll on President Dan Robinson's Plan. He received favorable opinions from a majority of board members. President Dan Robinson and Treasurer Martha Fairbanks implemented the pay plan for January and February.

2) Tr. Betty Malloy Braget discussed her cost of living approach.

C. Pro Shop Contract--Bill Buff

President Dan Robinson expressed appreciation to Bill Buff and the Ad Hoc committee for their work and establishing the "good model" for a number of years on the Pro Shop Contract.

The club attorney now has the proposed contract. Terry O'Hara's attorney also has a copy for review. The contract is about 15 pages and covers two years. The cost has been about \$1,300.00 to obtain the contract/lease.

The Ad Hoc committee would like to be informed if there are any changes to the contract. There will be a meeting with the board and Ad Hoc committee with the final contract/lease.

D. Golf Irrigation Pump Progress--Carl Neilsen.

Carl reviewed the status of the golf pump house. The pump will be operating next week. Tr. Jerry Soehnlein noted, if PUD's response to our project was inappropriate we can express our concerns to the commissioners.

E. Aquatic Weed Management Status--Dan Robinson.

President Dan Robinson reported we are proceeding with the whole lake sonar treatment this summer as directed by the membership vote on January 27, 1996. In addition, we are proceeding with application for the State Revolving Fund (SRF) loan as included in the approved plan.

Golf and Maintenance will plan on diverting Well no. 5 for the golf course irrigation. Tr. Tillie Waldron had some comments on the survey.

Motion made by Tr. Bill Buff, seconded by Tr. Martha Fairbanks and carried by the Board as follows:

Tr. Gary Ayers votes nay

The board of trustees, while approving the SRF loan application, will seek advice whether this has to be approved by the membership, from the club attorney before signing the loan associated with Aquatic Weed Management and have his review in writing.

Recess: 11:20 a.m. to 11:30 a.m.

Motion made by Tr. Jerry Soehnlein, seconded by Tr. Shirley Reichner and failed by the Board as follows:

Ayes: Jerry Soehnlein
Gary Ayers
Shirley Reichner

Nays: Bill Buff
Tillie Waldron
Martha Fairbanks
Betty Malloy Braget

The board validates the member survey which identified option #3 as the aquatic weed treatment.

Motion made by Tr. Gary Ayers, seconded by Tr. Betty Malloy Braget and carried by the Board as follows:

The board validates the member survey which identifies Option #3 as the aquatic weed treatment and requiring the Lake/Dam Committee to review the second half of the option 3) containment devices and planting of grass carp and make their recommendation to the board of trustees.

The board would like to show our appreciation of President Dan Robinson and how he kept this open to the membership.

F. Not For Profit Conversion --Bill Buff.

It looks like we are accepted for this status with some qualifications. The accountant, Don Gardner will meet with the accountant Robert Ryan to clarify the procedure used by LLCC. Tr. Bill Buff, Treasurer Martha Fairbanks, and President Dan Robinson will meet next week with the accountants on the issue.

G. Nominating Committee --OraLee Barker.

Chairperson OraLee read the names of the candidates:

Board of Trustees (vote for 3)

Doyle Wilcox, Esther Springer-Johannesen, OraLee Barker, Steve Jackson, Talitha(Tillie) Waldron (incumbent), and Pat Paradise.

Water Committee (vote for 2)

Don Mugford, John Bykonen, Barb Eberhardt, and Dan Robinson (incumbent)

She would like to thank her committee for all their efforts.

H. Architectural --Dan Robinson.

President Dan Robinson reported there are two items with the attorney for analysis regarding encroachment on club property.

I. Recommendation to replace lakeside lawn at the Inn with Gravel -- Bill Buff.

Tr. Bill Buff would like to see 8' of gravel around the lakefront at the Inn. Maintenance will have to give a bid on the project. Tr. Gary Ayers would like to see posted in the newsletter the following: "all members to please put gravel around the shoreline in compliance with Lake Limerick rules." (After we correct the club shoreline gravel)

Tr. Jerry Soehnlein suggested that fertilizer not be used on the lake front lawn beginning this summer.

NEW BUSINESS:

A. Mason County Growth Management Meetings--Jerry Soehnlein.

Tr. Jerry Soehnlein gave the board copies of Mason County's schedule for the "Comprehensive Plan Draft Review" and asked everyone to attend these meetings.

COMMENTS FROM MEMBERSHIP: None

CORRESPONDENCE: None

ANNOUNCEMENTS: None

Motion made by Tr. Jerry Soehnlein, seconded by Tr. Bill Buff and carried by the Board as follows:

To adjourn the meeting at 12:10 a.m.

Respectfully submitted,
Tillie Waldron, Secretary

Preliminary Minutes, not approved by the Board of Trustees. For review only.

cc: Wayne Clifford
Mason County Dept. of Health
P.O. Box 1666
Shelton, WA 98584

LAKE LIMERICK COUNTRY CLUB, INC
E 790 ST. ANDREWS DRIVE
SHELTON, WA 98584
(206) 426-3581
FAX (206) 426-8922

To: Board of Trustees
Executive Committee
Water Committee
Committee Chairpersons
Employee Managers

February 26, 1996

Subject: Absence of the President- March, 1996

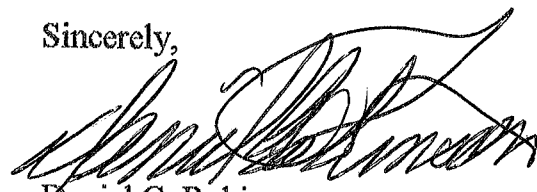
*Pass out.
Mon
2-26-96*

The undersigned will be away from Lake Limerick during
February 29 through March 25, 1996

During my absence, matters involving the proposed Pro Shop contract, the Aquatic Weed Management Program, the Not-For-Profit conversion, and matters normally handled by the Corporate Treasurer may be referred to Bill Buff, who will be acting Corporate Treasurer. Other presidential duties will be handled by the Vice-President, Betty Malloy-Braget, and I request that you provide these officers the same level of support and cooperation you would extend to me.

During my March absence, I will be monitoring my answering service at 426-7908.

Sincerely,



Daniel C. Robinson
President
Lake Limerick Country Club, Inc

AGENDA
BOARD OF TRUSTEES - LAKE LIMERICK COUNTRY CLUB, INC.
FEBRUARY 17, 1996 9:00 A.M.

- I. ROLL CALL TILLIE WALDRON
- II. APPROVAL OF MINUTES: TILLIE WALDRON
Minutes of January 22, 1996
- III. FINANCIAL REPORT MARTHA FAIRBANKS
New Financial Reports
- IV. CONSENT AGENDA (Committees)
ARCHITECTURAL COMMITTEE LAKE/DAM COMMITTEE
BINGO/GAMING COMMITTEE PLANNING COMMITTEE
COMMUNITY SUPPORT COMMITTEE MAINTENANCE COMMITTEE
ELECTION COMMITTEE NOMINATING COMMITTEE
FINANCIAL ADVISORY COMMITTEE SECURITY COMMITTEE
GREENS COMMITTEE WATER COMMITTEE
INN COMMITTEE YOUTH/PARK COMMITTEE

(reminder: non-smoking meeting, we will break every hour)
- ITEMS FROM CONSENT AGENDA:
 - 1. Maint - Replace Down Spouts and Gutters on the Inn Gary Ayers
 - 2. Maint - Bids for gates and fencing around Maint Shop..... Gary Ayers
 - 3. Maint - Plans for present and future Building Revisions Gary Ayers
 - a. addition of new office and expansion of existing office
 - b. method of gaining access to all floors of the Inn by handicapped
 - c. method of conveying food from the kitchen to the Great Hall
 - 4. Maint - Work Order Issuing Gary Ayers
 - 5. Maint - Visitors to the Maint Shop Gary Ayers
 - 6. Election Committee - Review of Absentee Ballot Rules Jane King
- V. EXECUTIVE
- VI. OLD BUSINESS
 - A. Complaint Procedure - Review of Second Opinion Betty Braget
 - B. Employee Pay Plan Dan Robinson
 - 1. Confirmation of Poll on Dan Robinson's Proposal
 - 2. Betty's Cost of Living Approach
 - C. Pro Shop Contract Bill Buff
 - D. Golf Irrigation Pump Progress Carl Nielsen
 - E. Aquatic Weed Management Status Dan Robinson
 - F. Not For Profit Conversion Bill Buff
 - G. Nominating Committee OraLee Barker
 - H. Architectural - Dan Robinson
Negotiations of Member Facilities on Club Property
 - I. Recommendation to replace lakeside lawn at the Inn with Gravel Bill
- VII. NEW BUSINESS
- VIII. COMMENTS FROM MEMBERSHIP:
- IX. CORRESPONDENCE:
- X. ANNOUNCEMENTS:
- XI. ADJOURN:



NAME _____
 ADDRESS _____
 JOB ADDRESS Wake Henneville Inn
 DATE 12-15-95 PHONE _____

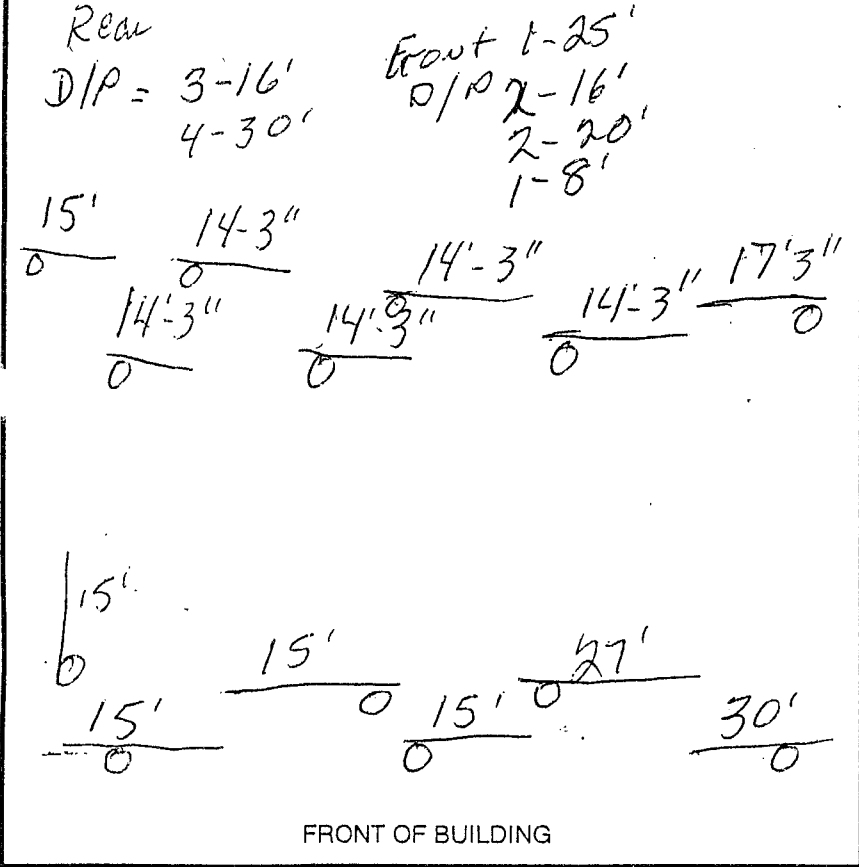
FREE ESTIMATES
TOM SPENCER
 Licensed & Bonded

(360) ~~425-4095~~ 427-5044
 P.O. BOX 2401
 Shelton, WA 98584

ALL WORK GUARANTEED.

The following is a firm fixed quotation for the purchase and installation of continuous aluminum gutters. Any changes requested by the customer are subject to additional charges.

GUTTER AND DOWNSPOUT LOCATIONS
 APPROX. AS SHOWN BELOW (NOT TO SCALE)



- 5" SEAMLESS ALUMINUM GUTTER
- 2x3 in. RECTANGULAR DOWNSPOUT
- BAKED-ON ACRYLIC ENAMEL FINISH
- WHITE BROWN OTHER _____

MATERIAL REQUIRED		
	QUANTITY	UNIT PRICE
GUTTER	220'	352 ⁰⁰
ELBOWS D/P	260'	416 ⁰⁰
CORNERS		
RETURNS		
FLASHING		
OTHER Cut Dec. 2 Holes	4	20 ⁰⁰
GUTTER INSTALLATION		788 ⁰⁰
TEAR OFF & REMOVAL OF OLD GUTTER	220' @ .50 [#]	110 ⁰⁰
SUB TOTAL		898 ⁰⁰
TAX		70.04
TOTAL PRICE	#	968.04

SPECIAL CONSIDERATIONS: _____

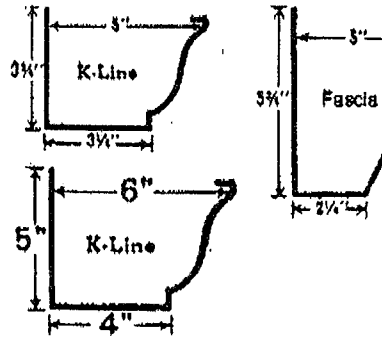
TERMS: CASH ON COMPLETION
 Unless previously arranged
 1-1/2% per month will be charged
 on delinquent accounts

ROOF SHINGLE SHAKE OTHER _____
 PITCH 4/12 5/12 6/12 OTHER _____
 HEIGHT 1 STORY 2 STORY OTHER _____



METAL GUTTERS

Capitol Gutter Service, Inc.
 3207 41st Way N.W.
 Olympia, Washington 98502
 866-2242



PROPOSAL SUBMITTED TO LEWIS & CLARK CRT. CLUB PHONE Fax # 426-8922 DATE 1-18-96
 STREET 30 DOUGLAS INSTALLATION ADDRESS 790 ST. ANDREW'S W.
 CITY, STATE AND ZIP 30 SHELTON CITY SHELTON PHONE _____

	PLEASE MAKE ARRANGEMENTS TO HAVE OUTSIDE POWER AVAILABLE			
Best style of gutter				
Color <u>Fascia</u>				
Roof type & condition	<u>18</u>	<u>16</u>	<u>16</u>	<u>16</u>
Access to roof				
Eave overhang				
Type & condition of fascia board and/or rafter ends				
Is there a nail?	<u>30</u>	<u>18</u>	<u>16</u>	<u>16</u>
How many stories?				
What gutter on now:				
Siding <u>Deck Fascia</u>				
Brick				
Wood <u>2" Round</u>				
Stucco <u>Spouts</u>				
Metal				

Handwritten notes in table:
 - Arrows pointing from '16' to '30' with note '36-Thru Deck'
 - Arrows pointing from '16' to '30' with note '36-Thru Deck'
 - Note: '* Thru Deck 16 (Hidden Hanger)'
 - Note: '30 Thru Deck 14 24 (2" Round Reducers)'
 - Note: 'PAYMENT DUE ON COMPLETION'

	5" K LINE	6" K LINE	FASCIA	SPECIAL INSTRUCTIONS:
GUTTERS AND DOWNSPOUTS			1,115.20	* Cannot switch to 2x3" spout.
REMOVE OLD GUTTERS			207.10	if Routed The
SUBTOTAL			1,322.30	same way.
TAX			105.78	
TOTAL			1,428.08	

CAPITGS*110NN
 WE ACCEPT VISA AND MASTERCARD  

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. PLEASE SIGN AND RETURN WHITE COPY.

Signature _____
 Date _____

J & J Enterprises Proposal / Contract

page 2 of 2

Before acceptance of this estimate, J & J Enterprises requests a final walk along the proposed fence line. Please feel free to contact me at 426-8657 to answer any questions you may have and to discuss scheduling and deposit arrangements. Thank you for giving us an opportunity to bid this project.

Labor & Materials:	5943.97
WA State Sales Tax (7.8%)	<u>463.63</u>
Total Labor & Materials:	6407.60

Contractor's Signature _____ Date _____

Acceptance _____ Date _____

*J & J Enterprises is a sole proprietorship, owned and operated by Jack R. Smith
Contractor's ID# JJENT**055BE, expiration date 07/17/96, bonded and insured.*

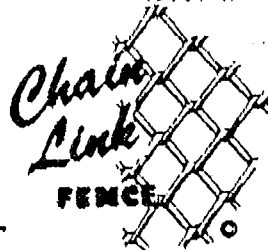


H & H FENCING CONST., INC.

P.O. Box 1755
 Belfair, WA 98528
 (360) 275-3727 or 1-800-303-2825
 FAX (360) 275-2825
 Licensed - Bonded

Residential
 Commercial
 Industrial

**ALL TYPES OF
 WOOD FENCE**



ESTIMATE/CONTRACT

Attn: Ken

1/5/96

Lake Limerick Comm.

CUSTOMER'S NAME *St Andrews Dr*

ADDRESS *Shelton Wa*

CITY STATE

INSTALLATION ADDRESS

NEAREST CROSS STREET

PHONE

HOME *FAX 426-8922*
 BUSINESS *426-4563*

CONDITION: Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed, and agrees to be responsible for all additional labor and/or materials necessary to remove or relocate any plumbing, electrical cables or any other underground installations. Customer agrees to defend, hold harmless and indemnify H & H Fencing from and against all claims, liabilities and expenses for injury, death or damage to persons, property damage, trespass and all other damage or loss arising out of the installation or location of said fence materials.

H & H Fencing reserves the right to make additional charges to the customer in the event unusual ground conditions such as rock formation impede the installation herein described. Such additional charges shall be based on actual additional labor required to complete installation under the circumstances.

CUSTOMER RESPONSIBLE FOR CLEARING ALL FENCE LINES.

SPECIFICATIONS

OVERALL LENGTH OVERALL HEIGHT

WALK GATE DRIVE GATE

CONTOUR: LEVEL
 ROLLING
 HILLSIDE
 TERRACED

INSTALL FENCE: AIRLINE
 HORIZONTAL
 FOLLOW CONTOUR

LINE STAKES SET BY CUSTOMER

TAKE DOWN EXISTING FENCE YES NO

HAUL AWAY EXISTING FENCE YES NO

HAUL AWAY EXCAVATION DIRT YES NO

CHAIN LINK

WIRE GAUGE DIAMETER TERMINAL POST

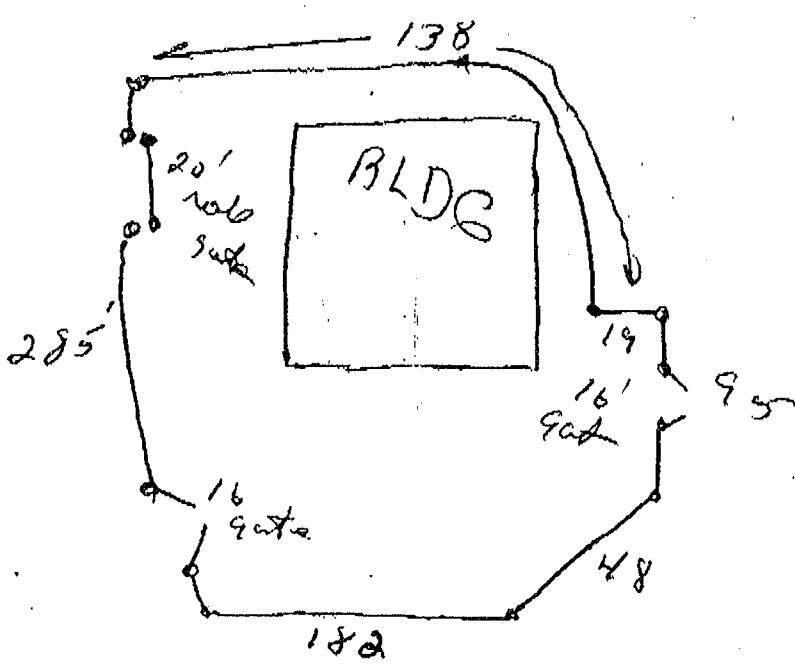
DIAMETER LINE POST DIAMETER TOP RAIL

DIAMETER GATE FRAME LINE POST SPACING

KNUCKLE UP BARR UP

FENCE TO HAVE: HORIZONTAL BRACES
 DIAGONAL BRACES
 TOP RAIL

Fencing Around Maintenance Pad



SPECIAL INSTRUCTIONS:

Mat'l + labor 5289.96
tax # 412.62
5702.58

To be paid in full upon completion of work specified on this agreement.

Thank You,
600.00 Ted Hunt
U.A. 0588 mat'l TAX
 I have read and approved this contract.

MT. MCKINLEY FENCE Co., Inc.

Commercial Chain Link Fence and Guardrail
 WA Lic # MTMCKFC113N3
 OR Lic # 82815

Phone (360) 456-7390
 Fax (360) 456-7399

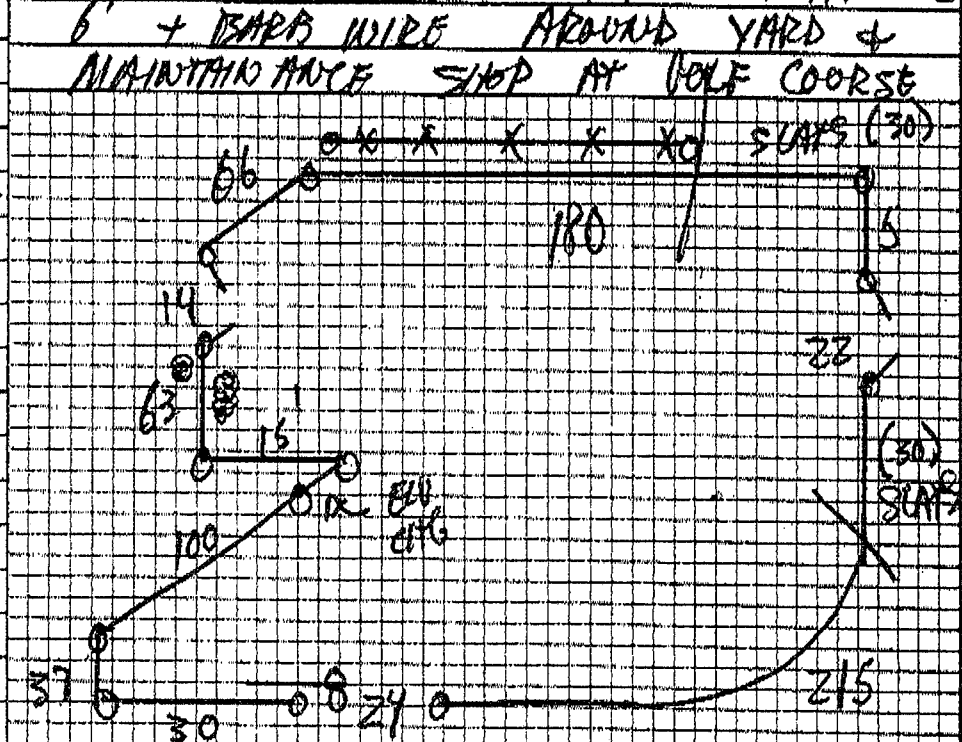
2910 Hogum Bay Road N.E.
 Lacey, WA 98506

PROPOSAL / AGREEMENT

Name	LAKE LIMERICK COUNTRY CLUB		Date	2-13-96		Job #	
Billing Address	E. 790 ST. ANDREWS DR		Job name	MILTON CK RD OFF HWY 3			
City	SHELTON	St.	WA	Zip	98584		
Contact	KEN DOUGLAS		Ph.	426-4563			
			F	426-8922			
			Contact			Ph.	

<input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Chain link	<input checked="" type="checkbox"/> Gates	<input type="checkbox"/> Control	<input type="checkbox"/> Concrete	By Customer	Mt. McKinley
<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Wood	<input type="checkbox"/> Electronic gates	<input type="checkbox"/> Level	<input type="checkbox"/> Black top	<input checked="" type="checkbox"/> Clear Fence lines	<input type="checkbox"/>
<input type="checkbox"/> Residential	<input type="checkbox"/> Ornamental	<input type="checkbox"/> Field fence	<input checked="" type="checkbox"/> Step	<input type="checkbox"/> Rocky	<input checked="" type="checkbox"/> Dirt Removal	<input type="checkbox"/>
<input checked="" type="checkbox"/> Labor	<input type="checkbox"/> Guard rail	<input type="checkbox"/> Rail	<input type="checkbox"/> Dog tight	<input type="checkbox"/> Hard Pan	<input checked="" type="checkbox"/> Hauling of Debris	<input type="checkbox"/>
<input checked="" type="checkbox"/> Material	<input type="checkbox"/> Rent-a-fence	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Dirt	<input checked="" type="checkbox"/> Z' PATH	<input type="checkbox"/>

Item	Type	Size
Fabric	6' 9 GAUGE GALV	
711'	TOTAL FENCE + GATES	
Top rail	7 GA TENSION WIRE	
Bottom	7 GA TENSION WIRE	
Brace	HORZ TRUSS	
Barb-Wire	4 POINT OUT 45°	
Line-post	1 7/8	L6-20
SLAT ARE	1 7/8	L6-40
Term-Post	2 3/8	L6-40
CONCRETE	SOUND	FOOTINGS
Gate-post	2 7/8	L6-40
22' DD	4"	L6-40
Gates	14' SWING	
"	22' SWING	
"	24' ROLL	
"	1TR WELDED	



SLATS IN AREAS SHOWN JOURNEYMAN FENCE BUILDERS
 NOTICE CUSTOMER MUST CALL AND MAKE SURE THAT ALL UNDERGROUND UTILITIES AND/OR OTHER UNDERGROUND OBJECTS ARE CLEARLY MARKED. DIAL-A-DIG 1-800-424-5555 / CODE#

CONTRACT: Buyer and MT. MCKINLEY FENCE CO., INC. agree: 1) MT. MCKINLEY FENCE CO., INC. will provide and/or install within a reasonable time the materials as described above; 2) Buyer will pay the contract price within 30 days of completion of work, and failure to do so will constitute a default; 3) Buyer will furnish and be responsible for fence lines (location of fence), grades, lot lines and underground utility locates, and will indemnify MT. MCKINLEY FENCE CO., INC. for any damages caused by buyer's failure to do so; 4) Unless otherwise provided in writing, this contract does not require MT. MCKINLEY FENCE CO., INC. to do any surveying, grading or removal of bushes, trees, old fences, or any other obstructions; 5) If buyer cancels this contract prior to installation, buyer will be liable for liquidated damages of one third of the contract price, and if he cancels thereafter, will be liable for the full contract price; 6) MT. MCKINLEY FENCE CO., INC. is not extending credit by this contract or agreeing to accept payments in installments; 7) MT. MCKINLEY FENCE CO., INC. retains a security interest in goods provided and upon default may repossess the same without judicial process in addition to suing for balance; 8) MT. MCKINLEY FENCE CO., INC. shall not be held responsible for damage to its work caused by "Frost Heave"; 9) Under the mechanics lien laws of the State of Washington, MT. MCKINLEY FENCE CO., INC. may file a lien on the property where it performs this contract; 10) In the event of default, buyer agrees to pay all costs of collection, including but not limited to court costs and full attorneys fees, with interest at 1% per month on the unpaid balance. This contract does not waive any other remedy that MT. MCKINLEY FENCE CO., INC. may have. This writing constitutes the entire agreement of the parties.

Base Bid	9132.00
Alter	
Alter	
Tax	
Total	730.56
Deposit	9862.56
Bal-Due	

Payment In Full Due Upon Completion
 Mt. McKinly Fence Agent
 Date Owner / Owner Agent

FEBRUARY 16, 1996

MEMO TO THE BOARD OF TRUSTEES

FROM: MARTHA FAIRBANKS

I WILL BE ABSENT FROM FEBRUARY 27 THROUGH APRIL 4.

Long Range Planning
Chair: J Soehren

Cady tells chamber:

Important dates

County spends million to deal with growth act

By AL FORD

Mason County has already spent about \$1 million trying to comply with the state Growth Management Act, Mason County Commissioner Mary Jo Cady told those at last Thursday's Shelton-Mason County Chamber of Commerce membership meeting.

Of that amount, she said, about \$650,000 has been received from the state, and the rest came from county funds.

Cady, stating she was speaking for herself, not the entire county commission which does not always have consensus, said Mason County had a comprehensive plan which was adopted in 1979 and was a good plan.

IN 1987, she said, a Local Government Study Commission established by the state made a number of recommendations to the state legislature, among them that local governments needed to have growth management. These recommendations were put forward in an initiative which was voted down by a margin of 2-1. The next session of the legislature passed the Growth Management Act, which included much of what had been voted down in the initiative previously, she said.

At the time, Cady said, Mason County was in the process of updating its comprehensive plan, and since the act contained provisions that state funds would be available to assist with the effort, the county had opted to come under the act, although the population at the time would have allowed the county to opt out.

The act also calls for the establishment of growth hearings boards which were appointed by Governor Mike Lowry.

Mason County, she said, established an advisory committee which along with its subcommittees held numerous meetings to



Mary Jo Cady

get ideas on what the public wanted. The first phase was the designation of critical resource areas. There were numerous drafts of the plan, she said, before the eighth was finally adopted. It looks at anything which might inhibit growth, she said. The plan is now being challenged before the Western Washington Growth Management Hearings Board.

THE COUNTY has a draft environmental-impact statement and comprehensive plan which are the result of many hours of work. The next step, Cady said, is to use these documents to develop just a comprehensive plan after meetings with the advisory committee, county commission and county planning commission which must all approve the plan. Having them meet jointly, Cady said, avoids the necessity to having to go through the documents with each group separately.

The largest missing element,

she said, is the economic-impact statement.

She said the growth hearings board has said growth can only occur in urban growth areas which are circles drawn around cities. There must also be plans for infrastructure in the urban growth areas.

She said that will limit where industry and commerce will go. The people who wrote the law, she said, were from urban areas. The law was written to apply to all areas in the state, and it just does not fit in many areas, particularly rural counties, she believes.

ANYONE CAN appeal a part of the plan to the growth hearings board, which was supposed to comment on the process only but has now taken it upon itself to attack the product of the process as well, Cady said. She said under the criteria being used by the growth hearings board, commerce and industry would only be allowed to grow in the Shelton urban growth area. Lack of sewers in other areas of the county would prohibit growth in areas such as Belfair, Hoodspert, Union and Allyn, she said.

The county, she said, has been told it must adopt part of the plan by April 2. It had planned to have that part adopted by the end of June.

She said the state legislature is aware of some of the problems, and there are proposals for changes. One problem, she said, is that there are three growth hearings boards in the state and they do not always agree in their rulings. One proposal in the legislature would allow counties with less than 75,000 in population to opt out of the Growth Management Act. If that is passed, Cady said, she would favor opting out.

Plan to Plan

The following governmental meetings, all open to the public, can affect property rights, the environment and planning for the future of Mason County.

Friday, February 16

9 a.m., Growth Management Advisory Committee Ad Hoc meeting, PUD 3 Auditorium, Third and Cota streets.

Wednesday, Feb. 21

7 p.m., Shoreline Master Program Workshop, Building 17, Mason County Fairgrounds.

Thursday, February 22

7 p.m., Solid Waste Advisory Committee, regular meeting, county commission chambers, 411 N. Fifth Street.

Monday, February 26

7 p.m., Mason County Planning Commission, county commission chambers, 411 N. Fifth Street.

Tuesday, February 27

7 p.m., Shorelines Advisory Board, regular meeting, county commissioners chambers, 411 N. Fifth Street.

Wednesday, Feb. 28

7 p.m., Comprehensive Plan Draft Review, first of three meetings held by county commission and planning commission, Dayton Nimrod Club, intersection of Dayton-Airport and Shelton-Matlock roads.

Thursday, February 29

7 p.m., Comprehensive Plan Draft Review, second of three meetings held by county commission and planning commission, Mason County Fairgrounds, Building 17.

MEMO

Date-----February 13, 1996
To-----Dan Robinson
From-----Gary Ayers
Subject-----Agenda Items

Dan:

These are the items I would like to see on the February 17th BOT meeting:

1. Review of the bid estimates for replacing the Inn gutters and down spouts, and hopefully approval to proceed with the project.
2. Review of the bid estimates to provide perimeter fencing and gates for the maintenance area. Approval will also be requested for this project.
3. Inn plans for present and future building revisions. I am suggesting that we hire an architect to coordinate the items below and provide drawings for bidding.
 - A. Addition of new office and expansion of existing office.
 - B. Method of gaining access to all floor levels of the Inn by handicapped people.
 - C. Method of conveying food from the kitchen area to the Great Hall.
4. Discuss work order issuing and visitors at the maintenance shop.

MAINTENANCE COMMITTEE

WORK ORDER PROCEDURE

In an effort to limit the number of visitors at the maintenance shop we would like to implement the following procedures:

1. Work orders will be accepted from the Lake Limerick President, all committee chairs or vice chairs and the Inn office manager.
2. Fill out the Maintenance Request Form and turn it in at the Inn Office. Put it in the Maintenance correspondence box. The information in this box will be picked up twice daily by the maintenance personnel. If the project or job information is too lengthily or complicated to add to the form, state this and request that someone from maintenance contact you. Leave your name and phone number and a time that you can be reached. The space marked "Priority", lists "Urgent" and "ASAP". If you select Urgent, please try to leave a suggested date, your name and telephone number. ASAP allows the maintenance staff to evaluate the project and establish the schedule.
3. When the maintenance staff picks up the work order they will fill out the date received section and leave a copy for the writer. If maintenance has any questions they will contact the writer or someone the writer has designated to call. The maintenance chair person will be involved with scheduling problems and financial items beyond the authority of the maintenance personnel.
4. Another copy of the work order will be given to the writer after the project has been completed, with the completion date.

Maintenance Chair Person

Gary Ayers

LAKE LIMERICK COUNTRY CLUB, INC
E 790 ST. ANDREWS DRIVE
SHELTON, WA 98584
(206) 426-3581
FAX (206) 426-8922

To: Steve Whybark

February 8, 1996

Subject: Law Enforcement at Lake Limerick

In response to requests from a number of Lake Limerick residents, I write this letter to express our concerns regarding the subject requirements. As we are all aware, the increasing population of Mason County, with the attendant adult unemployment and pre-employment teenagers, is resulting in a growth of various unlawful activities visited on Mason County's property owners. Lake Limerick has been experiencing an increasing number of these burglaries, vandalism, and various other despicable acts, both on private properties and the community holdings of Lake Limerick itself.

Our specific concern, in the face of the increasing crime, is what appears to us to be a decreasing presence of your staff in and around Lake Limerick. Several instances have been reported to me where a report to your office of vandalism and/or burglary has resulted in a response several days later, and on at least one occasion, no response at all. While we are told by your staff that you are spread so thin by the increasing workload that you "just can't respond to every report", I have personally witnessed instances where two cars have responded to a report of a suspected burglary within seconds of each other. It is very difficult under these circumstances to explain to an elderly couple why their request for assistance went unanswered.

Lake Limerick has a hard-working volunteer security committee who works with your staff and provides a presence around the community on an obviously limited basis. We also employ a private security firm who also patrols our community on a part-time basis, again coordinating their activities with your staff. But both of these activities, while perhaps comforting to our residents and may well reduce the attractiveness of our community to would-be vandals and burglars, lack the authority to intercept or investigate criminal actions.

Accordingly, I request that you review your assignment of officers to the Lake Limerick area with the objective of maximizing the coverage for us. We do represent a significant portion of Mason County's population, and as I've explained above, are concerned that we are receiving appropriate law enforcement coverage.

Sincerely,



Daniel C. Robinson
President

Lake Limerick Country Club, Inc

cc: Mason County Commissioners

LAKE LIMERICK COUNTRY CLUB, INC
E 790 ST. ANDREWS DRIVE
SHELTON, WA 98584
(206) 426-3581
FAX (206) 426-8922

To: Board of Trustees
Executive Committee
Ad Hoc Committee for Pro Shop Contract

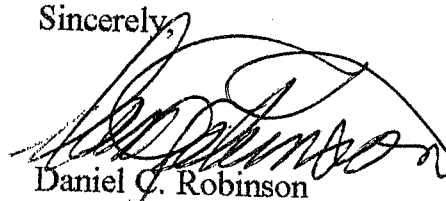
February 20 1996

Subject: Pro Shop Contract

The attached draft of the Pro Shop Contract has been prepared by the addressed Ad Hoc Committee, with the assistance of Bob Ryan, the Club Not-For-Profit consultant, and an attorney he selected to write the draft. An earlier form was also approved in principle by Terry O'Hara.

This draft has been provided to our Club Attorney for his review, and to Terry O'Hara for his review. As agreed in the February 17, 1996 Board of Trustees meeting, this draft, along with the review inputs from our attorney and from Mr. O'Hara, when available, will be presented for review to a special joint meeting of the addressees. Until we are able to schedule such a meeting, you are requested to review the draft and be prepared to participate in the discussion of it at that meeting.

Sincerely,



Daniel C. Robinson

President

Lake Limerick Country Club, Inc

LAKE LIMERICK PRO SHOP LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this ____ day of _____, 1996, by and between the Lake Limerick Country Club, (the Owner), and Terry O'Hara, (the Lessee). Management for the Owner in all matters with the Lessee shall be represented by the Executive Committee of the Board of Trustees of the Lake Limerick Country Club, Inc.

WHEREAS, the parties desire a commercial premises be leased by Owner to Lessee; NOW, THEREFORE, IN CONSIDERATION of the following covenants, Owner and Lessee agree as follows:

1. PREMISES. Owner leases to Lessee such portion of the Lake Limerick Country Club that includes the golf pro shop together with the restaurant/cafe. The Lake Limerick Country Club Proper, is centrally located at E. 790 Andrews Drive, Shelton, Washington 98584.

2. TERM. This Lease shall be for a term of two (2) years, commencing on February __, 1996, and terminating on February __, 1998. The Owner in its sole discretion may provide Lessee with an option to renew this Lease Agreement for an additional term of one (1) year.

3. CONSIDERATION.

(a) Lessee shall pay to Owner or a designee at such place as Owner may designate, without notice, offset or deduction, the following fees:

(i) Lessee shall pay to Owner on the first day of each month the sum of five hundred dollars (\$500.00) as a partial fee for the use of the premises.

(ii) Sixty percent (60%) of any and all gross receipts paid daily as Greens Fees to Lessee. Such portion of the receipts shall be paid by Lessee to Owner on a daily basis.

(iii) A fee of one dollar (\$1) per each golf cart rental shall be paid to the Owner. The Lessee shall additionally pay a trail fee in the sum of Fifty dollars (\$50) per year for each power golf cart kept on site by Lessee for patrons. Additional golf carts brought in for

tournaments or special events shall not be assessed an annual fee. All such fees shall be for golf cart path maintenance provided by the Owner.

(b) The parties agree that on or about September 15th of each lease year during the term of this lease to re-negotiate a fair and reasonable consideration schedule that is commensurate with any increase in the value or costs of the property herein described over and above the present value at the date of execution of this lease. On or about September 1st of each year, Lessee shall turn over to Owner his financial records for that calendar year. Owner will have such records reviewed by an independent Certified Public Accountant prior to the September 15th meeting. This review is to determine the necessity of negotiating a change to the lease consideration schedule. In the event that the parties fail to negotiate a fair and satisfactory lease consideration schedule, such matter of consideration shall be placed before a Board of Arbitration, one member to be designated by the Owner and one member to be designated by the Lessee, and the third member to be designated by the two arbitrators nominated by both Owner and Lessee. The parties agree to abide and accept the consideration schedule of said Board of Arbitration as final and binding upon the parties.

4. LATE PAYMENT AND INTEREST. In addition to any other remedy of Owner, if any fees due from Lessee are not received by Owner on or before five (5) days following the date such fees are due and payable, a late charge of five percent (5%) of said fees owed shall immediately become due and payable as additional consideration. Owner and Lessee agree said charge represents a fair and reasonable estimate of the processing and accounting costs that Owner will incur by reason of such late payment of fees. All sums owing to Owner under this Lease shall be assessed interest at an annual rate of eighteen percent (18%) from the date due until paid.

5. COMMON AREAS. Common areas include parking areas, restrooms, the patio, and entrances and exits thereto, driveways and truck serviceways, sidewalks, landscaped areas, and other areas and facilities now or hereafter provided for the joint or non-exclusive use and benefit of Lessee's employees, agents, customers, and invitees. Owner reserves the right to exercise control and management of the common areas, to change the entrances, exits, traffic

flow, boundaries and parking areas, and to establish, modify, and enforce such reasonable rules and regulations as Owner in its discretion may deem desirable for the management of the property. Lessee shall comply with such rules and regulations and shall be responsible for the compliance with same by his employees, agents, customers and invitees. The failure of Owner to enforce any of such rules and regulations against Lessee or any other tenant shall not be deemed to be a waiver of same.

6. MAINTENANCE AND REPAIR. Lessee shall at his own expense and at all times keep and maintain the pro shop, restaurant/cafe, and restrooms (including without limitation, Lessee's signs, improvements, exterior doors, storefronts, entryways and windows). Lessee shall at all times keep the surrounding areas immediately adjacent to the pro shop and restaurant/cafe swept and in a neat, clean, and safe condition and keep the glass of all windows and doors of the Premises clean and presentable. Lessee shall at his own expense and at all times further provide any necessary janitorial work and supplies. The Owner shall furnish all such premises with all facilities, furnishings, fixtures, and floor coverings, in a reasonable condition necessary for Lessee to operate the business, services, rentals, sales, and concessions. The Owner shall further maintain the range, range hood, furnace, all refrigeration, and fire suppression equipment in the restaurant/cafe. After reasonable written notice from Lessee of the need therefore, Owner shall repair the roof, exterior walls (excluding doors, storefronts, entryways, and windows) except that Lessee shall pay for the repair of any damage caused by Lessee, his agents, employees or invitees.

7. UTILITIES AND TAXES. Lessee shall pay promptly when due:

(a) All charges for water, sewer, garbage disposal, telephone, lights, heat, gas, power and any other utilities and services and like charges, furnished to or consumed in, on or about the Premises, whether separately metered or prorated by Owner. Owner shall not be liable for any injury or damages suffered as a result of the interruption of these utility services by fire, or other casualty, riot, vandalism, the making of necessary repairs or improvements, or other cause beyond the Owner's control; and

(b) All license or permit fees, liquor control board licensee fees, business and occupation taxes, and any other governmental fees and taxes applicable to the property of Lessee or the business conducted by Lessee on the Premises.

8. EXAMINATION OF THE PREMISES. Lessee shall examine the Premises before taking possession hereunder. Taking of possession shall be conclusive evidence that Lessee has accepted the Premises in good order and satisfactory condition.

9. NATURE OF USE. The following mutual obligations apply to both Owner and Lessee; Lessee may use the Premises only for the operation of a pro shop and restaurant/cafe, and such other purposes as Owner may approve in writing.

A. General Conditions of Use. All such use shall comply with all applicable governmental laws, and ordinances, and insurance requirements, and shall not make or permit any use of the Premises which may be dangerous to life, limb or property, or which increases the premium cost or invalidates any policy of insurance on the Premises, the building or its contents. If any increase in premium results from Lessee's making or permitting any such use, Lessee shall pay to Owner on demand the amount, thereof without prejudice to any other right or remedy by Owner. Without written permission from Owner, no manufacturing or processing activity (except such as is usual and incidental to, and customarily performed in a golf pro shop and/or restaurant/cafe) shall be conducted in the Premises. Lessee shall not (a) permit auction, fire, closing-out, or bankruptcy sales in or about the Premises; (b) obstruct the sidewalks or common areas or use them for business or display purposes provided Lessee may conduct a moving sale if necessary; (c) make or permit waste upon or in any manner abuse the Premises or common areas; (d) make or permit any noise or odor to emit from the Premises which is objectionable to the public, to other tenants, or to Owner; (e) create, maintain or permit a nuisance on the Premises; (f) place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other similar device on the roof or outside of the building, or at any place where it may be seen or heard outside the Premises without the express written consent of Owner.

B. Specific Requirements of Lessee. Acknowledging the integral nature of the relationship between Owner and Lessee, Lessee agrees to devote such time, attention, and invest energies to meet the following responsibilities:

(i) Lessee shall cooperate with members of the Club, guests, and report to the chairperson of the Greens Committee, and render such advise, opinions, assistance, and services as required by Owner.

(ii) Lessee shall maintain an acceptable credit rating with suppliers, manufacturers, and others so as not to discredit the reputation of the Lake Limerick Country Club.

(iii) Lessee shall administer and train all his employees to perform duties that meet requirements for sales, rentals, and services, necessary to the operation of the Lake Limerick Country Club.

(iv) Lessee shall at all times be responsible for the conduct and appearance of his employees, and shall conduct himself at all times in accordance with the Club's established standards. Lessee shall ensure that no loitering occurs in or around the leased premises.

(v) Lessee is prohibited from providing any on site child care facilities for his employees.

(vi) Lessee will operate and maintain the pro shop, and have exclusive rights to provide all services relating to golf, equipment, and golf carts at the Lake Limerick County Club. Lessee agrees to attend all regular and special meetings of the Board of Trustees and Greens Committee, for the purpose of improving the over all service to Club Members and other patrons.

(vii) Lessee agrees to maintain the following minimal hours for the operation of the Pro Shop:

- Day Light Savings Time hours 7:00 am through 7:00 pm
- Standard Time hours 9:00 am through 3:00 pm

However, Lessee may close the pro shop on Thanksgiving Day, and from December 24 through January 1. The restaurant/cafe shall be open for breakfast and lunch each day the pro shop is open during Day Light Savings Time. The Lessee shall determine cafe hours of operation during the period of Standard Time based on weather conditions and volume of business. Lessee is however expected to maximize the business hours of both the Pro Shop and restaurant/cafe. If Lessee desires to modify the established business hours set forth above, he must present a written request to the Greens Committee chairperson detailing the specific time changes requested and the reasons associated thereto.

(viii) Lessee shall not schedule any golfing events until after 12:00 noon on the third Saturday of each month, so to not conflict with the Board of Trustees meetings.

(ix) Lessee shall provide at the first tee one of his employees to serve as a "Starter" for all golfers playing the course. Such requirement shall be fulfilled, at Lessee's sole expense, for all golf operations on all Saturdays, Sundays, Holidays, and for all other special events that Owner may reasonably request.

C. Specific Requirements of Owner. Acknowledging the integral nature of the relationship between Owner and Lessee, Owner agrees to assume the following responsibilities:

(i) Owner agrees to close the golf course except for members only after 7:00 pm, April 1 to September 30 of each calendar year.

(ii) Upon the termination of this lease, Owner agrees to buy from Lessee all pro shop golf merchandise that is personalized with the Lake Limerick Country Club logo. However, such purchase shall not exceed five thousand dollars (\$5,000) and will be made at Lessee's cost of purchase.

(iii) Owner agrees that all golf balls found in water hazards on the course shall be the property of Lessee after retrieval.

D. Concessions Operation and Use.

(i) In addition to the Lessee's responsibilities regarding the use of the premises outlined in paragraph 9(B), Lessee shall be given the exclusive right, and shall be

12. INSURANCE BY LESSEE. During the term of this Lease, Lessee, at his sole expense, shall carry and maintain:

(a) Comprehensive public liability insurance affording protection in the minimum combined limit of not less than \$1,000,000.00 or such other amount as Owner shall deem reasonably necessary from time to time in respect to injury, death, or damage to persons or property, and

(b) Fire insurance with extended coverage endorsement upon Lessee's equipment, furniture, fixtures, improvements, merchandise inventory and other personal property located on the Premises in the amount of the full insurable value thereof. Such policies of insurance shall not be cancellable without thirty (30) days prior written notice to Owner and Lessee shall submit a certificate of such policies to Owner, naming Owner as an additional insured.

13. DAMAGE OR DESTRUCTION. If the Premises or the building are damaged or destroyed in whole or in part by fire, the elements or other casualty, Owner may elect, at its option, not to restore or rebuild the Premises and shall so notify Lessee, in which event Lessee shall vacate the Premises and this Lease shall be terminated. In the alternative, Owner may notify Lessee within thirty (30) days after notice of such casualty that Owner will undertake to rebuild or restore the Premises, and that such work can be completed within one hundred eighty (180) days from the date of such notice of intent. If Owner cannot restore or rebuild the Premises within the said one hundred eighty (180) days, then Lessee may terminate the Lease at his option by written ten (10) day notice to Owner. During the period of untenability, fees shall abate in the same ratio as the portion of the Premises rendered untenable bears to the whole of the Premises; provided if the damage is due to the fault or neglect of Lessee, there shall be no abatement of fees.

14. CONDEMNATION. If the whole of the Premises are taken under the power of eminent domain, or by purchase in lieu thereof, this Lease shall cease as of the date of taking, i.e. the date physical possession must be surrendered to the condemning authority. If only a part of the Premises is taken, the Lease shall terminate only as to the portion taken, and shall continue in full force and effect as to the remainder, with payable consideration reduced proportionately;

provided, if twenty percent (20%) or more of the gross floor area of the value of the premises are taken or if the cost of restoration exceeds twenty percent (20%) of the value of the Premises, either party may terminate the Lease effective as of the date of taking by written notice to the other, given at least thirty (30) days prior to the date of taking. If a taking of any part of the building or the cost of restoration exceeds twenty percent (20%) of the value of the building or a taking shall otherwise in Owner's opinion impact the remaining portion thereof, Owner shall have the right within sixty (60) days of the taking, to terminate the Lease upon thirty (30) days written notice to Lessee. In the event of a taking, whether whole or partial, Owner shall be entitled to all awards, settlements, or compensation which may be given for the land and buildings. Lessee shall have no claim against Owner for the value of any unexpired Lease term.

15. TRASH AND GARBAGE. Lessee shall place all trash and garbage in such areas and containers and in such manner prescribed by Owner. Lessee shall not burn any trash and garbage in or about the Premises.

16. EXTERIOR SIGNS/ADVERTISEMENT. The design, type, location, color and installation of all signs on or exposed to the exterior of the Premises shall be approved by Owner. Prior to termination of the Lease, Lessee shall remove all Lessee's signs and repair any damage caused by installation and removal thereof. Lessee is expressly prohibited from advertising any of his products and/or services to non-members. Such prohibited advertising includes mailers, newspaper or magazine advertisements, television or radio announcements, etc. However, Lessee may advertise his products and/or services to members of Lake Limerick Country Club upon the advice and consent of Owner.

17. ASSIGNMENT AND SUBLETTING. Lessee shall not either voluntarily or by operation of the law, assign, transfer, convey or encumber this Lease or any interest under it, or sublet the Premises or any part thereof, or allow any other person to occupy or use the Premises, without Owner's prior written consent. Lessee agrees to pay Owner a reasonable fee to reimburse Owner for expenses incurred by Owner in handling Lessee's request for consent. Owner's consent to an assignment shall not release the original named Lessee from liability for the continued performance of the terms and conditions of the Lease, unless Owner specifically

and in writing releases said Lessee. Consent by Owner to one assignment or subletting shall not be deemed a consent to subsequent assignment or subletting. Any assignment or subletting without prior written consent of Owner shall be void and shall at the option of the Owner terminate this Lease.

18. OWNER'S RESERVATION. Owner reserves the rights, without liability to Lessee, to enter the Premises at reasonable hours to make inspections, repairs, alterations, or additions to the Premises.

19. DEFAULT. Lessee's failure to timely perform any of his obligations under the Lease shall constitute a default. If Lessee has not remedied a default arising from nonpayment of fees or other charges, within ten days after written notice thereof from Owner, or any other default within thirty (30) days after written notice thereof, then Owner may, at its option, without further notice of demand: (a) Cure the default at the risk and expense of Lessee, which expense shall be deemed additional fees due on the first of the following month; or (b) Re-enter and take possession of the Premises, remove all persons and all equipment, fixtures, and personal property therefrom at Lessee's risk and expense, and (1) terminate this Lease, or (2) without terminating the Lease or in any way affecting the rights and remedies of Owner or the obligations of Lessee, re-let the whole or any part of the Premises, as agent for Lessee, on such terms and conditions as Owner may deem advisable. In the event of any default by Lessee, any monies received from Lessee and any deposit or other amounts held by Owner may first be applied by Owner to damages suffered by Owner as a result of Lessee's default including without limitations, costs and expenses incurred on re-entry and re-letting, any unamortized tenant improvements and real estate commissions, cleaning, repairs, restoration and alterations, and any commissions incurred on re-letting, and the balance may be applied toward payment of other sums due Owner. If the Premises are re-let for Lessee's account, Lessee shall pay to Owner monthly any deficiency.

The failure of Owner to terminate this Lease at any time for Lessee's default in any of its terms shall be deemed only an indulgence of Owner, and shall not be construed to be a waiver of the rights of Owner as to any continued or subsequent default. The above remedies are

cumulative and in addition to RCW 59.12 or any other remedies now or hereafter allowed by law or elsewhere provided for in this Lease.

20. COSTS AND ATTORNEYS' FEES. If Owner/Lessee finds it necessary to retain an attorney in connection with a default by the other party of any of the terms or conditions of this Lease, the non-prevailing party shall pay the reasonable attorneys' fees and all other reasonable costs and expenses incurred by the prevailing party in connection with the default. If a legal action is instituted by reason of default by either party to this Lease, the losing party agrees to pay all reasonable costs and attorneys' fees for both parties in connection therewith, including any appeal. Any action brought under the terms of this Lease shall be maintained in Mason County, Washington.

21. LIENS AND INSOLVENCY. Lessee shall keep the Premises free from any liens arising out of any work performed for, material furnished to, or obligations incurred by Lessee and shall hold Owner harmless against the same. If Lessee is declared insolvent or bankrupt, or if an assignment of Lessee's property is made for the benefit of the creditors or otherwise, or if Lessee's leasehold interest is levied upon or seized under writ of any court of law, or if a trustee, receiver or assignee is appointed for the property of Lessee, whether under operation of State or Federal statutes, then Owner may, at its option, immediately, without notice (notice being expressly waived), terminate this Lease and take possession of said Premises.

22. SURRENDER OF POSSESSION. Prior to the termination of this Lease or of Lessee's right to possession, whether by expiration, default or otherwise, Lessee shall remove from the Premises all trade fixtures and unattached personal property which Lessee is entitled to remove and those alterations, additions, improvements or signs required by Owner to be removed pursuant to Paragraphs 10 and 16 and shall repair or pay for all damage to the Premises caused by such removal. All property remaining and every interest of Lessee in the same shall be conclusively presumed to have been conveyed by Lessee to Owner under this Lease as a bill of sale, without compensation, allowance or credit to Lessee. Upon termination of this Lease or of Lessee's right of possession, Lessee shall deliver all keys to Owner and peacefully quit and surrender the Premises without notice, neat and clean and in as good condition as when Lessee

took possession, except for reasonable wear and tear. Any damage caused by moving of Lessee's trade fixtures or furniture in and out of the Premises shall promptly be repaired or paid for by Lessee.

23. HOLDING OVER. If Lessee, with Owners' implied or express consent, holds over after the expiration of the Lease term, Lessee shall remain bound by all terms and conditions of the Lease, except Lessee's tenancy shall be from month to month.

24. NOTICE. Any notice required to be given by either party to the other pursuant to the provisions of this Lease or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate to the other in writing from time to time.

OWNER:

Executive Committee
Lake Limerick Country Club
E. 790 Andrews Drive
Shelton, Washington 98584

LESSEE:

Terry O'Hara
Lake Limerick Pro Shop
E. 790 Andrews Drive
Shelton, Washington 98584

25. ENTIRE AGREEMENT. This Lease is the entire agreement of Owner and Lessee and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, other than as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing and executed by the parties.

26. BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS. The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

27. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

OWNER:

LESSEE:

Daniel Robinson, President
Lake Limerick Country Club, Inc.

Terry O'Hara

The undersigned in consideration of this Lease personally guarantee all obligations of Lessee under this Lease:

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this _____ day of _____, 1996, before me, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Daniel Robinson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 1996.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____
Printed Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this _____ day of _____, 1996, before me, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Terry O'Hara, to me known to be the individual described in and who executed the within and

foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 1996.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____
Printed Name: _____