

AGENDA

BOARD OF TRUSTEES - LAKE LIMERICK COUNTRY CLUB, INC.

January 18, 1997 9:00 A.M.

- I. ROLL CALL Gary Ayers
- II. APPROVAL OF MINUTES: Gary Ayers
Board of Trustees Minutes of December 21, 1996
- III. FINANCIAL REPORT Bill Buff
- 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. Nominating Committee, Status Report.... Dan Robinson for Grace Nystrom
- 2. Lake/Dam Committee, Lake Management Status..... Dan Robinson
- 3. Inn Committee, Bill Buff
Carpeting Installation
Service Contract
Generator to support Inn
- 4. Status of Legal Consultation Doyle Wilcox
Restriction of Privileges - Independent Opinion
Shut off of water for non paument of fees
- 5. Architectural Committee Pat Feist
Greenbelt Cleanup / Maintenance
Animal Control Proposal Gary Ayers
Revision of Fencing Restrictions
- 6. Ballot Committee Esther Springer-Johannesen
Permanent Absentee Ballot Procedures
April Ballot - February 15th Deadline for Newsletter
- 7. Greens Committee..... Scott Carey
Introduction of Steve Cox
Status of Storm Damage Clean Up

V. EXECUTIVE NONE

VI. OLD BUSINESS

- 1. Greenbelt Maintenance Ad Hoc Committee Pat Feist
March Newsletter Announcing this Annual Meeting Agenda Item
Scheduling of Town Meeting
- 2. 30th Anniversary Shirt Inventory and Sale Plan..... Shirley Reichner

VII. NEW BUSINESS

- 1. Insurance, Storm Damage Claim Martha

VIII. COMMENTS FROM MEMBERSHIP:

IX. CORRESPONDENCE: Gary Ayers

X. ANNOUNCEMENTS: NONE

XI. MOTION TO CONVENE TO CLOSED SESSION:

(The Motion must State Specifically the purpose for the closed session and must be referenced in the minutes)

XII. CLOSED SESSION:

(The closed session may only include matters dealing with personnel matters; legal counsel or communication with legal counsel; and likely or pending litigation of an owner to the association.)

XIII. MOTION TO RECONVENE TO OPEN SESSION

X. MOTION TO ACCEPT ALL CLOSED SESSION MOTIONS:

(Motions or agreements made in closed session may not become effective unless the board, following the closed session, reconvenes in open meeting and votes in the open meeting on the closed session motions.)

XV. MOTION TO ADJOURN MEETING

LAKE LIMERICK COUNTRY CLUB, INC.

**E. 790 ST. ANDREWS DRIVE
SHELTON, WA 98584**

BOARD OF TRUSTEES

January 18, 1997

The meeting was called to order by President Dan Robinson at 9:00 a.m.

ROLL CALL: Gary Ayers

Trustees attending the meeting: Secretary Gary Ayers, Treasurer Bill Buff, Trustee Doyle Wilcox, Trustee Esther Springer-Johannesen, Trustee Betty Malloy-Braget, Trustee Ted Mason, Trustee Shirley Reichner, and Trustee Pat Paradise.

Vice President Jerry Soehnlein, and Trustee Martha Fairbanks were excused.

APPROVAL OF MINUTES:

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

To approve the minutes of the December 21, 1996 board meeting as written.

FINANCIAL REPORT:

Treasurer Bill Buff reviewed the financial reports with the board. There is a formula error in the Comparative Statement of Income that will be corrected. The restaurant and lounge reports were extensively discussed by the board and the continued high level of restaurant deficit was noted.

The board will receive the departmental detailed financial reports.

Don Gardner, the club CPA, is finalizing the "Short-year September 1996" audit. Treasurer Bill Buff will present the detailed analysis at the next meeting.

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

To approve the December 1996 financial report as presented.

Consent Agenda Item 3. Inn Committee - Service Contract

Tr. Doyle Wilcox would like a special board meeting to present the Restaurant Service Contract. His Ad Hoc committee will have their last meeting Monday at 2:00 p.m.

The board approves a Special Board Meeting for January 22, 1997 to be held at 7:30 p.m. (upstairs) to review the proposed Restaurant/Lounge Service Contract.

Consent Agenda Items Addition. -- Bingo Committee, Service Contract

Tr. Shirley Reichner reported the Kiwanas Bingo has not been successful due to the reduced attendance, and that January will probably be the final month for Lake Limerick Bingo.

Consent Agenda Item 2. Lake/Dam Committee -- Lake Management Status

President Dan Robinson discussed the Lake Management Status Report of January 8, 1997.

Consent Agenda Item 3. Inn Committee continued.

The carpet installation will be finished today. The Magpies paid for the installation and LLCC will pay for the carpet.

A generator capable of supporting the Inn during power outages was discussed. President Dan Robinson told the board the water committee has spent a year researching a larger generator to make sure everyone has water during electrical outages. The water committee is meeting on Monday to determine what generator they will purchase in 1997. The existing generator will be available for what it can service.

Recess: 10:20 a.m.

Consent Agenda Item 4. Status of Legal Consultation

Tr. Doyle Wilcox is meeting with our attorney on Monday.

Tr. Betty Malloy Braget will have handouts on the complaint issue for the next meeting.

President Dan Robinson noted the board needs to take action on an employee complaint from earlier this week and suggested it be added to the agenda for the special BOT meeting 1/22/97.

The water shut off for non payment of fees will be reviewed by the attorney and Tr. Betty Malloy Braget would like to attend the meeting.

Consent Agenda Item 5. Architectural Committee -- Greenbelt Cleanup/Maintenance & Animal Control Proposal

Chairperson Pat Feist said the Architectural Committee has formed an Ad Hoc Committee to determine a new tree policy for Lake Limerick. The green belts also need addressing. He will present a rough plan for the tree policy at the April meeting for the members input and a town meeting may be scheduled after the annual meeting.

LLCC Insurance company will not cover green belt damage caused by the holiday storms.

The attorney is reviewing the green belt clean up permit for members.

The proposed Architectural guidelines for fences was discussed by Chairperson Pat Feist.

Motion made by Tr. Ted Mason, seconded by Tr. Gary Ayers and carried by the Board as follows:

The board of trustees accepts the recommendation by the Architectural Committee on Fence Lines to be included the Guidelines.

Additional Architectural Fence Guidelines:

Fences up to 72 inches (6 ft.) may be allowed from the street side front edge of a home outward to side lot lines and extend to back and along the

rear property line. Gates on this fence area shall not exceed 72 inches in height.

Fences running forward of a home shall be no more than 48 inches (4 ft.) in height, this to include the side lot lines, front lot lines, and side driveway lines. Gates for these same fence areas shall not be more than 48 inches in height.

No fences may be closer than fifty feet from streams and lake fronts.

No fences shall be closer than thirty feet from the golf course lot line and shall not be more than 48 inches in height.

Note: all lots in all division are not equal, therefore, any person requesting an exception to the above guidelines may do so by requesting in written form to the Architectural Committee what exceptions you wish and why. These exceptions shall be handled on a case by case basis.

All driveway enclosures over 48 inches in height also must have approval by the committee on a case by case basis.

Tr. Gary Ayers presented the Animal Control Proposal to the board. He would like to see this on the April Ballot.

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

The board approves the proposed animal control rules and will submit them for a membership vote in April. The ballot committee will review the literature as an amendment to the existing animal control rules.

Animal Control Rules:

In an effort to control the existing animal control problems at Lake Limerick Country Club (LLCC) the following will be proposed to the membership.

1. Property owners will be required to confine their animal(s) to their property by fence, kennel, or other method that complies to Architectural Committee and humane rules.
2. Property owners, residents (renters) and guests of property owners will have control of their animal(s) while off their property but still on LLCC property, by restraining their animals (s) with a leash.
3. Property owners will be held responsible for their guests and renter(s). This requirement should be passed on to their guests and renter(s). Any violation to these rules will be directed to the property owner, and it will be the responsibility of the property owner to respond to the violation.
4. A preprinted form will be made available in the office and from the security patrol. This form will ask for the description of the animal(s), owner(s) location and a description of the problem(s).

Violation will be handled by the following:

First Violation:	Warning Letter
Second Violation:	\$25.00 Fine
Third Violation:	\$100.00 Fine
Fourth Violation:	\$400.00 Fine

Consent Agenda Item 2. Nominating Committee, Status Report.

Jack King is reporting for Grace Nystom and said the following members will run for Board of Trustees: Betty Malloy Braget, Lisa Carey, Dick Lombard, Darrell Winans, and Marilyn Feist.

Water Board: Henry Yates and Jerry Kent.

Consent Agenda Item 6. Ballot Committee --

Chairperson Esther Springer Johanson discussed the Ballot Procedures and Absentee Ballot Procedures.

Treasurer Bill Buff noted it cost \$450.00 to have the CPAs present during the ballot counting and it should be reconsidered, he feels it is an unnecessary cost.

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

The board approves the ballot procedures as presented.

BALLOT PROCEDURES:

- 1.) The ballot shall be written in coordination with the board of trustees.
- 2.) The ballot as **Written** will be presented to the board of trustees for approval.
- 3.) Once approved by the board of trustees the ballot shall then be presented to our lawyers and if dealing with financial shall also be presented to our CPA for approval.
- 4.) If any revisions should need to be made based on information received from our lawyer, or CPA, the ballot would then again be presented in **Written** form to the board of trustees for approval.
- 5.) Once the ballot has been approved by the board of trustees it will then be given to the office staff for input into the voting newsletter.
- 6.) The office staff shall place the ballot issue first in the newsletter, then followed by the pro and con statements.

The order in which the pro vs. con statement shall be placed in the voting newsletter shall be done by the draw of the hat.

The order in which candidates shall be placed in the voting issue of the newsletter also shall be done by the draw of the hat.

ABSENTEE BALLOT PROCEDURES:

Effective with the vote in the spring of 1997, we will now offer the membership the option of being placed on a list for receiving absentee ballots permanently. On the next voting opportunity, if one wishes to be placed on the permanent listing for absentee ballot, they will simply have to note this on their request for ballot.

Once this information is received, it will be noted on the mailing program. Then on all future voting issues, the members will be mailed a ballot at the same time they are mailed newsletters containing voting issues.

Members of course, will always have the option to request individual absentee ballots or to vote in person. They also retain the right to be removed from the permanent listing at any time if they so desire.

Consent Agenda Item 7. Greens Committee--

Chairperson Scott Carey said the new Greens Supervisor Steve Cox could not attend the meeting due to a conflict. He is working with a youth committee today. The Holiday storm did little damage to the course and the clean up is in progress.

EXECUTIVE COMMITTEE: None

OLD BUSINESS:

1. Greenbelt Maintenance & Ad Hoc Committee, was discussed in Consent Agenda Item 5.
2. 30th Anniversary Shirt Inventory and Sale Plan, Shirley Reichner
The Sweatshirts cost \$17.45 and sold for \$18.00 there are 189 sweatshirts and 9 tee shirts left.

Motion made by Tr. Pat Paradise, seconded by Tr. Gary Ayers and carried by the Board as follows:

The board of trustees authorizes the sale of the sweatshirts for \$10.00 each and the tee shirts for \$5.00.

NEW BUSINESS:

1. Insurance from the storm damage.
President Dan Robinson said the insurance deductible is \$1,000.00. The office is completing a list of items to be submitted as a claim.
2. The board would like the Inn Manager to attend the meetings if Inn issues are on the agenda. He is invited to attend the Special BOT meeting on Wednesday at 7:30 PM.

COMMENTS FROM MEMBERSHIP:

Darrell Winans, board of trustee candidate, would like to see the General Manager issue be put on the ballot again in April.

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

Ayes: Bill Buff, Pat Paradise, Esther Springer Johannson, Doyle Wilcox, Gary Ayers

Nays: Betty Malloy Braget, Ted Mason, Shirley Reichner

Develop a ballot issue for a dues increase to fund a General Manager for the Annual Meeting in April, 1997. The ballot will be ready for the Special BOT meeting. The ballot will have pro & con statements.

Tr. Doyle Wilcox will check with the attorney on the extent of by-law changes necessary to support employment of a Club Manager.

Evelyn Springer would like to see LLCC members that live alone, or need help during the power outages have someone check up on them. She will ask the Magpies and submit a notice in the Newsletter asking if people would like to sign up. The PPS Security can also assist if he has a list.

CORRESPONDENCE: None

ANNOUNCEMENTS:

ADJOURN:

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

To adjourn the meeting at 12:00 p.m.

Respectfully submitted,
Gary Ayers, Secretary

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

Mail Minutes to absent Board Members.

LAKE MANAGEMENT STATUS JANUARY 8, 1997

1995-1996 DEPT. OF ECOLOGY GRANT

This grant included various studies regarding grass carp and options for control of our weeds, particularly Brazilian Elodea. The Sonar treatment during summer 1996 represented the vast bulk of the funds involved in this grant. The final contract was recently concluded with the issuance of the biomass survey report of the October, 1996 sampling by Maribeth Gibbons. The final payment to the Sonar contractor, Resource Management, was dependent on a successful finding in this October survey. Since the survey revealed at least an 89% reduction in weed mass, I have requested the County to release the final payment. This action will conclude activity on this grant.

1997-1998 DEPT. OF ECOLOGY GRANT

We applied for this follow-on grant last October and expect a decision by D of E this month. The grant has maximum funding and administration identical to the 1995-1996 grant. If awarded, we expect to use these funds to continue control of Elodea in Lake Limerick, and initiate chemical or mechanical control of native weeds in Leprechaun.

1997-2001 STATE REVOLVING FUND LOAN

We were awarded this loan (maximum loan amount \$125,000 at 0% interest) in October and completed execution of the State - County contract just prior to the end of the year. We have yet to develop a working agreement between Mason County and LLCC, but this needs to be done in the next month or two. I have prepared a draft of provisions I would like to see in this agreement, and will be reviewing these with County representatives. This agreement will be subject to Lake / Dam and Executive Committee approvals. The funds obtainable through this loan may only be used to purchase equipment or services related to our lake management plan as defined in the loan contract.

1997 ACTIVITIES

We are planning a follow-on biomass survey of both lakes in April or May of 1997 to determine the extent of the weed population, which in turn will be used to determine 1997 weed control action.



		LLCC 30TH ANNIVERSARY		INVENTORY		
SWEATSHIRTS	SWEATSHIRTS	SWEATSHIRTS	T-SHIRTS	T-SHIRTS	T-SHIRTS	DATE
MEDIUM	LARGE	X-LARGE	LARGE	X-LARGE	XX-LARGE	POSTED
38	34	117	0	7	2	ACTUAL
						COUNT
						1/10/97smh

LAKE LIMERICK COUNTRY CLUB

Proposed Animal Control Rules

In an effort to control the existing animal control problems at Lake Limerick Country Club (LLCC) the following will be proposed to the membership.

1. Property owners will be required to confine their animal(s) to their property by fence, kennel, or other method that complies to Architechal Committee and humane rules.
2. Property owners, residents (renters) and guests of property owners will have control of their animal(s) while off their property but still on LLCC property, by restraining their animal(s) with a leash.
3. Property owners will be held responsible for their guests and renter(s). This requirement should be passed on to their guests and renter(s). Any violation to these rules will be directed to the property owner, and it will be the responsibility of the property owner to respond to the violation.
4. A preprinted form will be made available in the office and from the security patrol. This form will ask for the description of the animal(s), owner(s) location and a description of the problem(s).

Violations will be handled by the following:

First Violation:	Warning Letter
Second Violation	\$25.00 Fine
Third Violation	\$100.00 Fine
Fourth Violation	\$400.00 Fine

		<u>LLCC 30TH ANNIVERSARY</u>		<u>INVENTORY</u>		
<u>SWEATSHIRTS</u>	<u>SWEATSHIRTS</u>	<u>SWEATSHIRTS</u>	<u>T-SHIRTS</u>	<u>T-SHIRTS</u>	<u>T-SHIRTS</u>	<u>DATE</u>
<u>MEDIUM</u>	<u>LARGE</u>	<u>X-LARGE</u>	<u>LARGE</u>	<u>X-LARGE</u>	<u>XX-LARGE</u>	<u>POSTED</u>
~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~
38	34	117	0	7	2	ACTUAL
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LAKE LIMERICK COUNTRY CLUB

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4. A preprinted form will be made available in the office and from the security patrol. This form will ask for the description of the animal(s), owner(s) location and a description of the problem(s).

Violations will be handled by the following:

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LAKE LIMERICK ABSENTEE BALLOT PROCEDURES
JANUARY 1996

EFFECTIVE WITH THE VOTE IN THE SPRING OF 1996, WE WILL NOW OFFER THE MEMBERSHIP THE OPTION OF BEING PLACED ON A LIST FOR RECEIVING ABSENTEE BALLOTS PERMANENTLY.

ON THE NEXT VOTING OPPORTUNITY, IF ONE WISHES TO BE PLACED ON THE PERMANENT LISTING FOR ABSENTEE BALLOT, THEY WILL SIMPLY HAVE TO NOTATE THIS ON THEIR REQUEST FOR A BALLOT.

ONCE THIS INFORMATION IS RECEIVED, IT WILL BE NOTATED ON THE MAILING PROGRAM. THEN ON ALL FUTURE VOTING ISSUES, THE MEMBERS WILL BE MAILED A BALLOT AT THE SAME TIME THEY ARE MAILED NEWSLETTERS CONTAINING VOTING ISSUES.

MEMBERS OF COURSE, WILL ALWAYS HAVE THE OPTION TO REQUEST INDIVIDUAL ABSENTEE BALLOTS OR TO VOTE IN PERSON. THEY ALSO RETAIN THE RIGHT TO BE REMOVED FROM THE PERMANENT LISTING AT ANY TIME IF THEY SO DESIRE.

Approved Bot 1-17-96

LAKE LIMERICK BALLOT PROCEDURES
JANUARY 1996

I WOULD LIKE TO PRESENT THE FOLLOWING AS NEW BALLOT PROCEDURES FOR ALL FUTURE BALLOTS THAT ARE PRESENTED TO THE GENERAL MEMBERSHIP FOR A VOTE.

- 1) THE BALLOT SHALL BE WRITTEN IN COORDINATION WITH THE BOARD OF TRUSTEES.
- 2) THE BALLOT AS WRITTEN WILL BE PRESENTED TO THE BOARD OF TRUSTEES FOR APPROVAL.
- 3) ONCE APPROVED BY THE BOARD OF TRUSTEES THE BALLOT SHALL THEN BE PRESENTED TO OUR LAWYERS AND IF DEALING WITH FINANCIALS SHALL ALSO BE PRESENTED TO OUR CPA FOR APPROVAL.
- 4) IF ANY REVISIONS SHOULD NEED TO BE MADE BASED ON INFORMATION RECEIVED FROM OUR LAWYER, OR CPA, THE BALLOT WOULD THEN AGAIN BE PRESENTED IN WRITTEN FORM TO THE BOARD OF TRUSTEES FOR APPROVAL.
- 5) ONCE THE BALLOT HAS BEEN APPROVED BY THE BOARD OF TRUSTEES IT WILL THEN BE GIVEN TO THE OFFICE STAFF FOR INPUT INTO THE VOTING NEWSLETTER.
- 6) THE OFFICE STAFF SHALL PLACE THE BALLOT ISSUE FIRST IN THE NEWSLETTER, THEN FOLLOWED BY THE PRO AND CON STATEMENTS.

THE ORDER IN WHICH THE PRO VS CON STATEMENT SHALL BE PLACED IN THE VOTING NEWSLETTER SHALL BE DONE BY THE DRAW OF THE HAT.

THE ORDER IN WHICH CANDIDATES SHALL BE PLACED IN THE VOTING ISSUE OF THE NEWSLETTER ALSO SHALL BE DONE BY THE DRAW OF THE HAT.

Approved BOT 1-17-97

Following are proposed Architectural Guidelines for fences in Lake Limerick.

STREET SIDE - Front edge
Fences up to 72 inches (6 ft) may be allowed from the front edge of a home outward to side lot lines and extend to back and along the rear property line. Gates on this fence area shall not exceed 72 inches in height.

Fences running forward of a home shall be no more than 48 inches (4 ft) in height, this to include the side lot lines, front lot lines, and side driveway lines. Gates for these same fence areas shall not be more than 48 inches in height.

No fences may be closer than fifty feet from streams and lake fronts.

No fences shall be closer than thirty feet from the golf course lot line and shall not be more than 48 inches in height.

Note: all lots in all divisions are not equal, therefore, any person requesting an exception to the above guidelines may do so by requesting in written form to the Architectural Committee what exceptions you wish and why. These exceptions shall be handled on a case by case basis.

All driveway enclosures over 48 inches ^{in height} also must have approval by the committee on a case by case basis.

***** DRAFT COPY *****
NOT APPROVED FOR DISTRIBUTION

Regards,

Chris Johannesen
Lake Limerick Architectural Committee

SPECIAL BOARD OF TRUSTEES MEETING

January 22, 1997
7:30 P.M.

To Review the Proposed Inn
Service Contract;
The Ballot Issue to Fund
Employment of a Club
Manager;
and a Personnel Matter

1:51 pm

Income Statement

(Department # 75: Restaurant & Lounge)

Income

	1 Month Ended Dec/96 =====	1 Month Ended Dec/96 ===Budget===	Variance Fav/<Unf> =====	% Var =====
Gross Revenue Sales				
Lounge Beer/Wine Member	\$974.42	\$1,514.70	(\$540.28)	-35.7%
Lounge Beer/Wine Public	177.48	345.80	(168.32)	-48.7%
Lounge Liquor Member	2,733.00	5,414.00	(2,681.00)	-49.5%
Lounge Liquor Public	484.70	1,079.00	(594.30)	-55.1%
Lounge Cigarettes Member	144.56	270.00	(125.44)	-46.5%
Lounge Darts/Prizes Memb	57.00	218.40	(161.40)	-73.9%
Lounge Food Member	36.61	23.00	13.61	59.2%
Restaurant Food Members	2,130.00	3,591.20	(1,461.20)	-40.7%
Restaurant Food Public	80.92	0.00	80.92	
Restaurant Banquet Members	537.53	124.20	413.33	332.8%
Restaurant Banquet Public	1,597.87	4,428.80	(2,830.93)	-63.9%
Rest. Hall Rent Members	0.00	27.80	(27.80)	-100.0%
Rest. Hall Rent Public	(100.00)	163.00	(263.00)	-161.3%
Restaurant Meal Ticket Disct	(10.00)	0.00	(10.00)	
	-----	-----	-----	
TOTAL Gross Revenue Sales	8,844.09	17,199.90	(8,355.81)	-48.6%
	-----	-----	-----	
TOTAL Income	8,844.09	17,199.90	(8,355.81)	-48.6%
	-----	-----	-----	
NET INCOME	8,844.09	17,199.90	(8,355.81)	-48.6%
	-----	-----	-----	
Cost of Goods Sold				
Direct Costs				
Lounge Beverage Costs	3,045.49	3,139.20	93.71	3.0%
Restaurant Food Costs	2,950.51	2,646.60	(303.91)	-11.5%
Ending Inventory Lounge	(478.93)	0.00	478.93	
Ending Inventory Rest	(386.66)	0.00	386.66	
	-----	-----	-----	
TOTAL Direct Costs	5,130.41	5,785.80	655.39	11.3%
	-----	-----	-----	
TOTAL Cost of Goods Sold	5,130.41	5,785.80	655.39	11.3%
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Dec 31, 1996
1:51 pm

LAKE LIMERICK COUNTRY CLUB
Income Statement
(Department # 75: Restaurant & Lounge)

	1 Month Ended Dec/96 =====	1 Month Ended Dec/96 ===Budget===	Variance Fav/<Unf> =====	% Var =====
GROSS PROFIT	3,713.68	11,414.10	(7,700.42)	-67.5%
Expenses				
Salaries & Wages Restaurant	5,361.09	6,975.00	1,613.91	23.1%
Payroll Tax Expense Rest	577.47	702.80	125.33	17.8%
L&I Insurance Rest	92.41	169.40	76.99	45.4%
Health Insurance	446.42	295.00	(151.42)	-51.3%
Education of Employees	0.00	18.33	18.33	100.0%
Washington Excise Tax Rest	42.17	73.00	30.83	42.2%
Restaurant Contract Ryan	250.00	0.00	(250.00)	
Bankcard Discount	76.11	83.20	7.09	8.5%
Cash Over/Short	(1.31)	11.67	12.98	111.2%
Equipment Rent	143.51	0.00	(143.51)	
Insurance	315.00	315.83	0.83	0.3%
Janitorial Service Contract	100.00	540.00	440.00	81.5%
Laundry	152.54	100.00	(52.54)	-52.5%
Legal Restaurant Lease	500.00	0.00	(500.00)	
Licenses & Permits	500.00	0.00	(500.00)	
Promotional Expense	0.00	16.67	16.67	100.0%
Repair & Maintenance	20.00	84.50	64.50	76.3%
Repair & Maintenance Equip	568.63	0.00	(568.63)	
Supplies	526.42	816.00	289.58	35.5%
Vehicle Expense	0.00	5.00	5.00	100.0%
TOTAL Expenses	9,670.46	10,206.40	535.94	5.3%
OPERATING PROFIT	(5,956.78)	1,207.70	(7,164.48)	-593.2%
Other Income & Expenses				
Miscellaneous Income	0.00	31.67	(31.67)	-100.0%
TOTAL Other Income & Expenses	0.00	31.67	(31.67)	-100.0%
PROFIT BEFORE TAXES	(5,956.78)	1,239.37	(7,196.15)	-580.6%

File original
cc BOT
cc Minutes
FAX TO Esther

RECEIVED JAN 27 1997

**MASON COUNTY ANIMAL CONTROL
PO BOX 1037
SHELTON WA 98584
(360) 427-2373**

January 24, 1997

*Lake Limerick Homeowners Assoc.
E 790 St. Andrews Dr
Shelton WA 98584*

Dear Homeowners Association members:

We at Animal Control recently met with the Mason County Commissioners to discuss the animal control needs for Mason County in 1997. We understand that there is an increasing need in the rural housing development areas to control dogs at large but at this time there are no state laws or county ordinances to take enforcement action for stray dogs.

We feel there may be another option to homeowners associations such as yourself to assist in your problem with stray dogs. If your associations has covenants or by-laws that are now in effect stating that your members are not allowed to let their dogs run free then we feel we may be of service to you. We are offering our animal control services to your association in the impoundment of stray dogs within the Lake Limerick area.

The plan that we are offering is as follows: If you have a stray dog in your area that needs to be impounded you will be able to contact animal control and we would impound the dog and transport it to Shelton's Animal Shelter. The dog would need to be confined in some way prior to our arrival (tied up or placed in a place of confinement so that it would not be able to escape prior to our arrival). and the fee

for each dog impound would be \$30.00. The reason we are requesting the dog be confined is that because we have such a large county to patrol our response time may be delayed and stray dogs tend to wander a large distance. The \$30.00 fee would cover our costs to the animal shelter, gasoline and manpower. We would provide this impound service Monday through Saturday from 9:00 a.m. to 5:00 pm. The dogs would be held at the animal shelter for two business days and if after those two days no owner has come forward then the animal would either be placed up for adoption or euthanized. If an owner did claim the dog at the animal shelter they would be required to pay the \$25.00 release fee to the City of Shelton's Animal Shelter.

If this program sounds like something your association is interested in please feel free to contact us to set up a time where we could meet and further discuss this. You can reach us on our voice mail system at 427-2373. Thank you for your time in this matter and we hope to be of service to you.

Sincerely,

TmcGill #90

Mason County Animal Control
Animal Control Officer Tanna McGill
Animal Control Officer Amy Barger

LAKE LIMERICK COUNTRY CLUB, INC.

F 790 ST. ANDREWS DRIVE
SHELTON, WA 98584

January 22, 1997

SPECIAL BOARD OF TRUSTEES MEETING TO REVIEW PROPOSED INN SERVICE CONTRACT: THE BALLOT ISSUE TO FUND EMPLOYMENT OF A CLUB MANAGER: AND A PERSONNEL MATTER.

ROLL CALL: Gary Ayers

President Dan Robinson called the meeting to order at 7:30 a.m. Trustees present were Gary Ayers, Bill Buff, Betty Malloy Braget, Ted Mason, Doyle Wilcox, Shirley Reichner, and Esther Springer-Johannesen. Trustees Jerry Soehnlein and Martha Fairbanks were excused. Trustee Pat Paradise was absent. Employees present were Mark Hanson, Dale Darling, and Suzann Sirokman.

I. PROPOSED INN SERVICE CONTRACT.

Tr. Doyle Wilcox distributed copies of the Inn Service Contract draft. He has an appointment with Attorney Don Taylor in Olympia tomorrow. The board is asked to review the contract, write down their questions and give them to Doyle by January 28, 1997.

II. THE BALLOT ISSUE TO FUND EMPLOYMENT OF A CLUB MANAGER.

Treasurer Bill Buff gave the board three scenarios to analyze.

Scenario 1)

Employment cost of General Manager	\$65,000.00
Raising Membership dues:	
2011 present member paying \$15.00 a year	
Possible funding for General Manager	/
First year charge - \$32.00 per member	\$64,352.00
A funding of the balance out of General Funds	\$648.00

Scenario 2)

Employment cost of General Manager	\$65,000.00
Raising the membership assessment:	
Possible funding for General Manager	/
1371 present billable lots	
$\$65,000.00/1371 = \48.00 rounded up for billing	
Quarterly charge per lot	\$12.00

Scenario 3)

Employment cost of General Manager	\$65,000.00
Raising the membership assessment:	
Possible funding for General Manager	/

1371 present billable lots
Assuming the General Manager saves LLCC
at his first six months - 3% of total Operating Budget\$22,770.00
Remainder to be billed quarterly as additional assessment....\$42,230.00
\$42,230.00/1371 billable lots = \$32.00
Quarterly increase to present billing (First Year Only) \$8.00

Motion made by Tr. Bill Buff, seconded by Tr. Doyle Wilcox and carried by the board as follows:

The board approves Scenario #3 of the Club Manager Cost Analysis and the ballot committee will write the ballot in an easily understandable form to be voted on at the April 1997 Annual Meeting.

President Dan Robinson will contact Long Range Planning Chairperson Jerry Soehnlein for his recommendation of committee members to write the Pro and Con statement for the Newsletter.

Ballot Committee Chairperson Esther Springer-Johansson will get a copy of the edited ballot to each board member for approval by a phone poll.

Motion made by Tr. Gary Ayers, seconded by Tr. Ted Mason and carried by the board as follows:

The Board of Trustees recesses to closed session.

III. PERSONNEL MATTER

Motion made by Tr. Gary Ayers, seconded by Tr. Ted Mason and carried by the board to return to open session at 9:55 p.m.

Motion made by Tr. Ted Mason, seconded by Tr. Shirley Reichner and carried by the board as follows:

The board of trustees authorizes Inn Manager Mark Hanson to seek details on a security camera for the lounge.

Motion made by Tr. Betty Malloy Braget, seconded by Tr. Doyle Wilcox and carried by the board as follows:

The board directs the lounge bartenders to limit well or call drinks to 1 1/2 oz of liquor.

Motion made by Tr. Gary Ayers, seconded by Tr. Shirley Reichner and carried by the board as follows:

The board of trustees adjourned the meeting at 10:01 p.m.

Respectfully submitted,
Gary Ayers, Secretary

Preliminary minutes, not approved by the board of trustees.

Lake Limerick Country Club

General Manager COST ANALYSIS

SCENARIO 1)

Cost of General Manager..... \$65000

Raising Membership dues:

2011 present member paying \$15.00 a year

Possible funding for General Manager...../

One-time charge - \$32.00 per member..... \$64352

A funding of the balance out of General Funds 648

SCENARIO 2)

COST OF GENERAL MANAGER..... \$65000

Raising the membership assessment :

Possible funding for General Manager...../

1371 present billable lots...

$65000/1371 = \$48$ rounded up for billing

Quarterly charge per lot..... \$12

LIMERICK RESTAURANT AND LOUNGE LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this ____ day of _____, 1997;

by and between the Lake Limerick Country Club, (the Owner), _____

and _____ (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 Lessee agree as follows:

1. PREMISES. Owner leases to Lessee such portion of the Lake Limerick Country Club that includes the Kitchen, Dining Room, and Lounge. 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 ____ years, commencing on _____ and terminating on _____. The Owner in its sole discretion may provide Lessee with an option to renew this Lease agreement for an additional term of two (2) years. Owner cannot withhold unreasonably extensions.

3. CONSIDERATION.

(a) Lessee shall pay to Owner or a designee at such place as Owner may designate,

without notice, offset or deduction on the first day of each month, the sum of _____
_____ as a fee for the use of the premises.

(b) The parties agree that on or about November 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 November 1st of each year. Lessee shall turn over to Owner his financial records for that calendar year. Owner may have such records reviewed by an Independent Certified Public Accountant prior to the November 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. The owner and Lessee shall jointly and equally share in arbitrators cost.

4. LATE PAYMENT AND INTERAST. 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, driveways and truck service ways, 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 area, 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 Kitchen, Dining Room, Lounge (including without limitation, improvements, appliances, exterior doors, entryways and windows). Lessee shall at his own expense and at all times further provide any necessary janitorial work and supplies, including maintenance of appliances.

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 restaurant and lounge. *(see appendix) After reasonable written notice from Lessee of the need the therefore, The 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/her agents, employees, or invitees.

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

(a) All charges for water, sewer, garbage disposal, lights, heat, gas, power and any other utilities and services and like charges, furnished to or consume in, on or about the Premises.

However, 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, and any other

governmental fees and taxes applicable to the leased property of Owner. However, Lessee shall be responsible for its business and occupation taxes and any other governmental fees and taxes applicable to the restaurant and lounge business, and his/her own telephone service.

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 Restaurant and Lounge 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 restaurant and lounge shall be conducted on the Premises. Lessee shall not (a) make or permit waste upon or in any manner abuse the Premises or common areas: (b) make or permit any noise or odor to emit from the Premises which is objectionable to the public, to other tenants, or to Owner: (c) create, maintain or permit a nuisance on the Premises: (d) 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 (e) Only permit smoking within the restaurant, in accordance with current Lake Limerick Policies.

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 Inn Committee, and render such advice, opinions, assistance, and services with reasonable notice 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 an adequately train all his employees to perform duties related to the kitchen, table service, bartending, and janitorial work, necessary to the operation of the Restaurant and Lounge in accordance with Lake Limerick Policies, WA State Liquor Laws, and County Health Codes.

(iv) Lessee shall at all times be responsible for the conduct and appearance of his/her employees, and shall conduct himself /herself at all times in accordance with the Club's Policies. 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 agrees to attend or have a designee attend all regular and special meetings of the Inn 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 restaurant.

Restaurant:

Friday & Saturday	5:00 - 9:00 p.m.
Sunday	4:00 - 8:00 p.m.
Monday & Tuesday	Closed
Wednesday	6:00 - 9:00 p.m.
Thursday	5:00 - 8:00 p.m.

Lounge:

Sunday, Wednesday & Thursday	4:00 - 10:00 p.m.
Friday - Saturday	4:00 - 12:00 p.m.
Monday and Tuesday	Closed

However, the Lessee may close the restaurant on Federal legal holidays. If Lessee desires to modify the established business hours set forth above, he /she must present a written request to the Inn Committee chairperson detailing the specific time changes requested and the reasons associated thereto.

(viii) Lessee agrees to coordinate with the Executive Board the scheduling of the use of the restaurant/lounge and banquet facilities on specified dates. Owner shall have priority on all such dates.

(ix) Lessee agrees to purchase from Owner all inventories in place as of _____.

The value of such inventory items shall be determined by both parties conducting a physical inventory prior to date and assigning reasonable values to all product inventory items. The aggregate price for the inventory items shall be paid by Lessee in four (4) equal installments beginning _____.

(x) Lessee shall maintain a record of all LLCC members, guests and social privilege card holders, by requiring that they sign the register when entering the bar and/or the restaurant with date, name, lot and division number. Social privilege card holders to use card number. This shall also apply to bar tabs and dinner tabs.

C. Specific Requirements of Owner

(i) Acknowledging the integral nature of the relationship between the Owner and Lessee, Owner agrees to assume the partial financial responsibility for the support role the restaurant and lounge will play in the operation of its club and therefore agrees to pay Lessee the annual sum of _____ in consideration for the services provided to its membership.

10. ALTERATIONS. After prior written consent of Owner, Lessee may at his sole expense, make alterations, additions and improvements in the Premises pursuant to written plans and specifications approved by Owner. In the performance of such work, Lessee shall save Owner harmless from any damage, loss or expense, and comply with all laws, ordinances, rules and regulations of any proper public authority. Lessee shall promptly remove those additions, alterations, or improvements as may be specified by the Owner and repair or pay for all damage to the Premises caused by installation and removal thereof; provided, however, that all existing fixtures shall remain the Owner's property and shall be removed by Lessee only upon Owners request.

11. INDEMNITY. Owner or its agents shall not be liable for any injury, death or damage to persons or property sustained by Lessee, his employees, or others in or about the

Premises. Lessee agrees to defend and hold Owner and its agents harmless form any claim, action

or judgment for injury, death or damage to persons or property suffered in or about the Premises by any person, firm or corporation, unless caused solely by Owner's negligence.

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 reasonable 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 cancelable 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 in 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/her option by written ten (10) days 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 of 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 restaurant and lounge 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 Leases, 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 services to non-members.** Such prohibited advertising includes mailers, newspaper or magazine advertisements, television or radio announcements, etc. However Lessee may advertise

his services to members of Lake Limerick County 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 RESERVATIONS. (i) 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.

(ii) The Owner reserves the right to hold it's traditionally established functions as listed on the "annual calendar" at no cost to the Owner for using the building or grounds for such function.

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 (10) days after written notice thereof from Owner, or any other default with thirty (30) days after written notice thereof, the 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, or 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 the 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. COST 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 and codes and durable inventory 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 or 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 expirations 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:

Lake Limerick Country Club
E 790 St Andrews Drive
Shelton, WA 98584

LESSEE:

Lake Limerick Restaurant & Lounge
E 790 St Andrews Drive
Shelton WA 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.

STATE OF WASHINGTON)
) ss.

COUNTY OF MASON)

On this _____ of _____, 1997, 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 _____ 1997.

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 _____, 1997, before me, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared (_____) to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 1997.

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