

LAKE LIMERICK COUNTRY CLUB, INC.
BOARD OF TRUSTEES MEETING MINUTES
FEBRUARY 15, 1997

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

ROLL CALL

- Trustees attending: Dan Robinson - President, Jerry Soehnlein - Vice-President, Bill Buff - Treasurer, Gary Ayers - Secretary, Martha Fairbanks, Ted Mason, Betty Malloy-Braget, Shirley Reichner, Pat Paradise, Doyle Wilcox, and Esther Springer-Johannesen.

APPROVAL OF MINUTES

- A motion was made by Ted Mason, seconded by Esther Springer-Johannesen and passed as follows:

To accept the minutes of January 18, 1997 as written

- A motion was made by Bill Buff, seconded by Gary Ayers and passed as follows:

To accept the minutes of January 22, 1997 as written

FINANCIAL REPORT

- A review of the Comparative Statement of Income shows the net amount of the Restaurant and Lounge totals are incorrect. A review of the Restaurant and Lounge breakdown from the Financial Statement was done due to this error.
- Shirley Reichner stated that the Lake Limerick Improvement Club bank account needs to be transferred to the General Funds or the Account Name needs to be changed.

A motion was made by Pat Paradise, seconded by Gary Ayers and passed as follows (Shirley Reichner abstained):

to reimburse Shirley Reichner and Bingo for any personal expenditures upon receipt of an accounting of the expenditures

Bill Buff recommended keeping the remainder of the funds open for replacement of the hall tables and chairs.

- Gary Ayers mentioned the Maintenance Expenditure of \$3220.00 from a 1994 contract for removing the underground fuel tanks, there was a billing error on the part of the contractor.
- Bill Buff reported on a Fiscal Year 1995 - 1996 Income Tax Return Error, which has been corrected by an amended return by the Audit CPA, Bob Ryan.
- The September 1996 Fiscal Year Audit done by CPA Don Gardner shows Books are in order and Business is done as expected, with a list of notes for recommended minor changes.

A motion was made by Jerry Soehnlein, seconded by Esther Springer-Johannesen and passed as follows:

to accept the one month audit as presented with the recommended changes being noted.

- A motion was made by Ted Mason, seconded by Gary Ayers , and passed as follows:

to accept the financial report with the corrections needed in the Comparative Income Statement Net Amount for the Restaurant and Lounge.

ITEMS FROM THE CONSENT AGENDA

1. Nominating Committee, Status Report..... Grace Nystrom

The eight Board of Trustees Candidates are; George Buckley, John Bykonen, Nan Stricklin, Marilyn Feist, Lisa Carey, Dave Soares, Dick Lombard and Darrell Winnans

The three Water Committee Candidates are; Jerry Kent, Morgan Terwillegar and Henry Yates.

The elected candidates term will run from April 1997 to April 2000

- Jerry Soehnlein would like the minutes to reflect a special thanks to the Nominating Committee for their hard work and dedication during trying times.

2. Lake/Dam Committee, Lake Management Status Dan Robinson

The Department of Ecology has determined that Lake Limerick will receive a grant for \$50,000.00 for treatment of the lake, the bad news is that the funding for all Lake Treatment to the DOE has been lost due to a budget error. The Legislature will have to approve the re-instatement of the funds.

3. Inn Committee..... Bill Buff

Proposed Lounge Closure, Monday and Tuesday

A motion was made by Doyle Wilcox, seconded by Ted Mason and passed as follows (Gary Ayers Opposed):

to follow the recommendation of the Inn Committee to close the Inn on Monday and Tuesday until April 14, 1997, with the exception of March 17, 1997 for the St. Patrick's Day Bar Party

- Dan Robinson will speak to the Boy Scout Leaders and request them to move their meetings on Wednesday Nights to the Board Room, due to the noise level over the Restaurant
- Mark Hanson will contact the Girl Scout Leaders regarding their meetings on Tuesday Nights and will request them to change to a different evening.

Generator to Support Inn (Water Committee)

The Water Committee will provide the Inn Committee with a written statement of their proposed generator purchase and future plans for the current generator. The plan may include the priority use of the current generator for water, should the proposed generator not be sufficient for full community usage of water during power outages.

The Inn Committee will need to determine from the Water Committee Statement whether the current generator will be sufficient or if the Inn will need to purchase one of their own.

4. Status of Legal ConsultationDoyle Wilcox

Restriction of Privileges - Independent Opinion

An independent recommendation from Don Taylor, a 20 year Home Owners Association Lawyer, was presented. He recommends that we enforce our House Rules as he sees this as an obligation to our members. If the rules are not enforced, we open ourselves up to a lawsuit.

The House Rules, Golf Rules, Lake Rules and Animal Control Rules must be posted at all times so that all members are aware of them. The suggestion to put these rules in the Newsletter will be investigated.

Betty Malloy-Braget will establish a broad set of guidelines to be used for disciplinary actions, these guidelines will be presented to the Executive Committee for review then referral to the Board of Trustees.

Inn-Service Contract

Doyle Wilcox, Ad Hoc Committee Chair, recommends no further action on this issue until the Elections in April. Discussion that followed led to a motion:

A motion was made by Gary Ayers, seconded by Bill Buff and passed as follows:

to incorporate the suggested changes into the proposed contract and to take the contract for review to the same attorney who originally wrote it

Doyle noted that the attorney who wrote the contract is difficult to communicate with, Bill Buff said he will hand carry the Contract to Bob Ryan, who recommended the contract attorney, for a quicker response.

Once the attorney has reviewed and approved the changes in the contract, Doyle will present it to Dan with a proposal for a special meeting or a go ahead to start accepting bids.

When the contract is released for bids the bidders will complete the dollar amount portion of the contract for approval by the Board of Trustees.

A motion was made by Betty Malloy-Braget and failed due to a lack of a second as follows:

to close the restaurant until Memorial Day

5. Architectural Committee..... Ted Mason for Pat Feist

Greenbelt Clean Up / Maintenance

Special permits have been made for greenbelt clean up. These permits state; "Architectural Committee will mark the trees to be removed". The legal wording of the permits was taken from a Simpson permit for tree cutting.

Ted Mason reported that three people have stripped their greenbelt areas without permits. These people are currently being requested to write to or attend an Architectural Committee Meeting with an explanation of the clear cutting. Once these are received the Architectural Committee will determine the penalty and/or legal action that needs to be taken. All will be required to replant the greenbelt with 4 foot trees.

Chris Johannesen has obtained information from Weyhauser and Arbor Day on tree sales for the "Replanting of Lake Limerick".

6. Ballot Committee Esther Springer-Johannesen

Animal Control Ballot Issue

The Animal Control Ballot Issue will read as follows:

Do you accept the Animal Control Rules and Penalties for infractions as presented in the March Newsletter.

Club Manager Ballot Issue

The Introductory Article for this ballot issue will include the "Scenario #3" presented by Bill Buff at the Special Board of Trustees Meeting on January 22, 1997.

The Club Manager Ballot Issue will read as follows:

Do you agree to a one time Special Assessment of \$32.00 per lot at \$8.00 per quarter starting July 1, 1997 for the purpose of hiring a general manager?

Introductory Article for Newsletter

Accepted as presented

Permanent Absentee Ballot Request Form

Accepted as presented

A motion was made by Bill Buff, seconded by Ted Mason and passed as follows:

to accept the Ballot for the April 26, 1997 elections as prepared with the changes made as discussed

7. Greens Committee..... Dick Lombard for Scott Carey

Capital Spending Plan

The utility vehicle is in need of replacement. The Greens Committee will check into leasing and the Capital Expenditures Budget for payment of the vehicle. Recommendations from the Greens Committee will be presented for approval at the next Board of Trustees Meeting.

Proposal to increase Annual Green Fees

The Greens Committee recommended that the Annual Green Fees for Members be raised by \$30.00 per year for the next 2 years, 1997 cost would be \$290.00, 1998 cost would be \$320.00

A motion was made by Bill Buff, seconded by Ted Mason and passed as follows (Martha Fairbanks, opposed):

to approve the recommendation from the Greens Committee to raise the annual member golf fees by \$30.00 in 1997, and \$30.00 in 1998

8. Election Committee, Early Counting of Absentee Ballots Vee Gaffney

The Election Committee requested permission to count absentee ballots the day prior to the election/meeting, all security and confidentiality will be enforced.

A motion was made by Ted Mason, seconded by Esther Springer-Johannesen and passed as follows:

to allow the count of absentee ballots the day prior to the election, all results will be confidential until final results are announced

9. Bingo, Equipment Disposition Shirley Reichenr

The bingo equipment is owned by Lake Limerick Country Club, if Lake Limerick has committed to no more Bingo in the future, the equipment should be sold.

Shirley is currently working with other Service Clubs to coordinate a Group Bingo Organization, this group would share in the profit and loss of the Bingo business. The Gambling Commission has been contacted regarding the feasibility of this "group", but has not responded to date. The equipment will be on hold until the Gambling Commission has responded.

The Hard Bingo Cards are to be destroyed if not donated to someone within 2 weeks.

EXECUTIVE . . none

OLD BUSINESS

1. Greenbelt Maintenance Ad Hoc Committee Ted Mason for Pat Feist

This issue was covered in Consent Agenda Item # 5

30th Anniversary Shirt Sale Inventory Shirley Reichner

All T-shirts are sold to date, the sweatshirt sizes available are in Medium and X-Large sizes Only.

A sign will be made for sale of Shirts at the Annual Meeting and the Opening Summer Dance.

D.J.'S Reader Board

Jerry Soehnlein requested that we send a letter of thanks to Del Hartwell for the use of his readerboard. Dan will write the letter and send them a Gift Certificate for 2 dinners from Lake Limerick.

NEW BUSINESS

Insurance Storm Damage Claim Martha Fairbanks

The Insurance Company has sent \$965.00 for damages incurred by the storms.

Jerry Soehnlein will investigate with the Insurance Company to see if damage to greenbelt trees can be claimed.

COMMENTS FROM THE MEMBERSHIP . . none

CORRESPONDENCE

A thank you card was received from Jack King

ANNOUNCEMENTS

- A. The April Quarterly Newsletter Deadline is March 15, 1997
- B. During March, Jerry Soehnlein will accomplish the duties of the President

ADJOURN

A Motion was made by Ted Mason, seconded by Bill Buff and passed as follows:

To adjourn the meeting at 11:29 p.m.

Respectfully Submitted,
Gary Ayers , Secretary

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

ANNUAL MEMBERSHIP MEETING
APRIL 26, 1997 ABSENTEE BALLOT



PROPOSAL FOR SPECIAL ASSESSMENT

PURSUANT TO ARTICLE VIII, SECTION 2, OF THE LAKE LIMERICK COUNTRY CLUB, INC. BY-LAWS, THE BOARD OF TRUSTEES SUBMITS THE FOLLOWING PROPOSAL FOR AA SPECIAL ASSESSMENT TO THE MEMBERSHIP:

GENERAL MANAGER PROPOSAL:

DO YOU AGREE TO A ~~ONE TIME~~ SPECIAL ASSESSMENT OF \$8.00 PER QUARTER FOR A TOTAL ONE YEAR OR A MAXIMUM OF \$32.00 PER LOT, FOR THE PURPOSE OF HIRING A GENERAL MANAGER.

YES

NO



ANIMAL CONTROL PROPOSAL:

DO YOU ACCEPT THE ANIMAL CONTROL RULES AND VIOLATIONS PENALTIES FOR INFRACTIONS AS PRESENTED IN THIS THE MARCH NEWSLETTER. (SEE BACK OF BALLOT) <Dan feels if one issue is on back all should be>

YES

NO



BOARD OF TRUSTEES ELECTION

FOLLOWING ARE THE BOARD OF TRUSTEE CANDIDATES FOR THE TERM OF APRIL 1997 THROUGH MARCH 2000. CHOOSE FOUR (4) CANDIDATES.

GEORGE BUCKLEY	<input type="checkbox"/>	LISA CAREY	<input type="checkbox"/>
JOHN BYKONEN	<input type="checkbox"/>	DAVE SOARES	<input type="checkbox"/>
NAN STRICKLIN	<input type="checkbox"/>	DICK LOMBARD	<input type="checkbox"/>
MARILYN FEIST	<input type="checkbox"/>	DARRELL WINANS	<input type="checkbox"/>



WATER COMMITTEE CANDIDATES:

FOLLOWING ARE THE WATER COMMITTEE CANDIDATES FOR THE TERM OF APRIL 1997 THROUGH MARCH 2000. CHOOSE TWO (2) CANDIDATES.

JERRY KENT	<input type="checkbox"/>	HENRY YATES, INCUMBENT	<input type="checkbox"/>
MORGAN TERWILLEGAR	<input type="checkbox"/>		



This is my absentee ballot for the election to be held at the Annual Membership Meeting on April 26, 1997. I understand that all absentee ballots must be received back at the club office by 2:00 p.m. of April 26, 1997.

**LAKE LIMERICK COUNTRY CLUB
NEWSLETTER * ELECTION ISSUE ***

CALL TO ANNUAL MEETING

Lake Limerick will be holding their Annual Meeting

Saturday - April 26, 1997 @ 2:00 P.M.



ELECTION ISSUE INTRODUCTION,
ESTHER SPRINGER-JOHANNESEN,
BALLOT COMMITTEE CHAIR PERSON

The following issues are being presented to you, the general membership, for your consideration and vote. Please take the time to read each one carefully before making your decision. These issues are very important. So before voting, please contact your Board of Trustees representatives if you have any questions.

The four items below require your vote:

1. The funding for a general manager position
2. The Animal Control Ballot
3. Election of four positions for the Board of Trustees
4. Election of two positions for the Water Committee

PERMANENT ABSENTEE BALLOT OPTION
ESTHER SPRINGER-JOHANNESEN,
BALLOT COMMITTEE CHAIR PERSON

For the first time, we are offering the general membership an opportunity to apply for a permanent absentee ballot. This can be done by noting the permanent ballot box on the absentee ballot form. We hope that an easier voting process will encourage more of our members to vote. Once you apply to be placed on the permanent ballot list, a ballot will be mailed you separately within one week of the newsletter containing ballot issues. No longer will you have to mail back a request for ballot each and every time you wish to vote. Of course, you can always vote in person or request an individual absentee ballot.

BALLOT ISSUES

GENERAL MANAGER PROPOSAL:

This proposal will provide funding for the hiring of a general manager to supervise all operational and administrative aspects of Lake Limerick Country Club. The general manager would report directly to the Board of Trustees.

GENERAL MANAGER PRO STATEMENT:

Lake Limerick is a corporation that has a multi-million dollar net worth and an operating budget approaching one million dollars per year. However, we fail to protect our investment by relying on untrained volunteers to allocate and spend this large amount of our money. Regardless of how well intending the volunteers may be, few have the appropriate background and training to supervise an operation of this magnitude. Full time, trained and experienced management is needed and it will pay for itself by bringing economic efficiency resulting in dollar savings to the operation.

The Membership of LLCC will still have control over this management. Our representatives on the Board of Trustees will continue to provide direction, set policy, and be the final authority on all monetary matters of our club. Day to day operation would be the responsibility of a competent professional with the wide variety of skills needed to oversee personnel, coordinate with county, state, and federal agencies, save taxes, plan and adhere to board approved budgets, in addition to all other management related challenges.

Let's start saving our money by obtaining sound professional management now.

GENERAL MANAGER CON STATEMENT

In October 1996, the LLCC membership defeated a Flat Fee proposal to raise member assessments to provide funds for a club manager and other things. That the Board of Trustees has again decided to present a club manager issue to the membership appears out of line. We'd be increasing our dues by nearly \$3.00 a month for each lot to pay for this, and that is in addition to the regular assessment.

While this dues increase is asked for only one year, (to begin in July 1997), it seems too optimistic to base the hiring of an experienced club business manager on the hope that he could save enough for his salary for his second year of employment. The cost of hiring a suitable manager is high to start, and the savings by this manager in year 2 and on would have to be nearly 10% of the Club budget.

Finally, our club has been well run by volunteers for 31 years, and those members who like it that way are sure to step forward and volunteer again.

ANIMAL CONTROL BALLOT:

LAKE LIMERICK COUNTRY CLUB

Proposed Animal Control Rules

In an effort to control the existing animal control problems at Lake Limerick Country Club (LLCC) we the members of the board of trustees offer you, the membership, the following proposal:

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 animal(s) with 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 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), locations and a description of the problem(s).
5. Mason County offers a pick up and impoundment services for animals who have been apprehended for violations of these rules. There is a nominal fee for this service which will be charged to the owners account.

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

CANDIDATES FOR THE BOARD OF TRUSTEES

We are pleased to offer you an ample choice of candidates for the four open positions for the board of trustees. The following statements (in order of a random drawing) are from the eight individuals seeking to secure a position for the upcoming term of April 1997 through March of the year 2000.

GEORGE G. BUCKLEY

If I am elected to the Board of Directors I pledge to represent the concerns of all residents. In recognition of the fact that we have only owned property here for three years, I will review all of the LLCC Board of Directors Minutes for the past two years. I believe that I can make an immediate and positive contribution to the business of operating Lake Limerick Country Club.

I will bring thirty years of solid business experience to the Lake Limerick Country Club Board of Directors. In addition, I have over five years of experience in state government.

DAVID SOARES

My family and I have lived at Lake Limerick since September of 1995. In this short time, I have volunteered to be involved with the Security Committee, Youth and Parks Committee, and was Co-Chairperson for the Lake Limerick Daze 30th Anniversary 4th of July Parade. I look forward to the opportunity to voice a fresh and youthful opinion as a member of the Board of Trustees. Thank you.

JOHN BYKONEN

It would be a pleasure to serve LLCC members a member of the Board of Trustees.

I have been a Mason County Resident for over twenty years, twelve years residing at Lake Limerick. I currently serve on the Water Committee. I am presently employed by the City of Bremerton Waste Water Division as an Operations Supervisor. I have over twenty years of experience in the water and waste water field. I feel this experience and back ground in environmental issues and dealing with regulatory agencies would benefit all LLCC Members.

NAN STRICKLIN

Member of Lake Limerick since 1966 (Division 2, Lot 36). Member, Board of Trustees 1982 - 1985 and 1988 - 1994. Officer of the Club for nine years: two as President, three as Vice President, four as Treasurer. My late husband, John, and I hoped to retire at Lake Limerick. I still do, so I care deeply about our future.

For over 30 years, I have watched and been a part of Lake Limerick's transition from a recreational development to a residential community. I have historical knowledge and an understanding of the basic nuts and bolts of the operation which can continue to be of value to the process of our growth. I maintain that a successful Board establishes clear and open communication with the membership to promote understanding and subsequently, harmony. Although I still live and work in Olympia - I'm a Senior Legislative Assistant for Administrative Services in the House of Representatives - I'm willing to commit the time to attend meetings and do the homework so necessary to be an informed and effective member of the Board.

MARILYN FEIST

My husband and I have been LLCC members since 1983. I am 57 years old, attended EWU and have had a small craft business for many years.

I am an active member of the Inn Committee, Election Committee, and Magpies. I also coordinate the funeral luncheons and am chairman of the LLCC Annual Bazaar.

I have attended the Board Meetings for the past 3 years and feel this has given me a good insight as to the duties and responsibilities of the Board of Trustees.

I would appreciate your vote and if elected will do my best to represent all members of LLCC.

DICK LOMBARD

Having previously served on the board of trustees, including three years as president of our club, I am aware of the many challenges that confront the group of dedicated volunteers who serve on the board. However, I feel that improved communication with the membership and a willingness to exercise appropriate budgetary constraints are badly needed. If elected to serve, I would work toward achieving these two goals. Our community must be one that takes an inclusive approach to solving problems rather than excluding or chastising members because they see a different avenue to dealing with common concerns. I would appreciate your support of my candidacy. Thank you.

LISA CAREY

I would like to take this opportunity to introduce myself. My name is Lisa Carey. I am running for the Board of Trustees in the upcoming election, because I feel it is important to be involved in the community. I have lived at Lake Limerick for the past eight years, and have been active in several committees during that time. I am currently employed by the Southside School District, and have worked there for ten years.

As a board member I feel it is important to represent the entire community, and I can best do that by listening to your opinions and suggestions. Let's remember that we all share in the many amenities that we have here at Lake Limerick, and we all share in the responsibility of maintaining them so our children and grandchildren can continue to enjoy them as we do.

I look forward to your support in the April election.

DARRELL D. WINANS

I believe that my experience in the water and waste water field would be a welcome addition to the Board. I am a certified waste water treatment plant operator and scheduled to take the exam for water distribution manager. I'm currently employed by a home owners association and work under a board of trustees and understand the workings of such boards which will make a quick transition if elected to the board. I would like to volunteer my time to help preserve our community and all it has to offer and to protect its resources.

I have a strong belief in community and family and enjoy all the amenities that Lake Limerick offers. My wife Julie and I have been married 16 years and have 2 children ages 14 & 11. I enjoy golfing, fishing, hunting, woodworking, and many sports. My wife and I are active in Mason County Little League board of Directors and I also coach baseball and softball.

CANDIDATES FOR THE WATER COMMITTEE

There are two openings on the water committee this year. The following are statements (in order of a random drawing) from the three individuals who wish to be your representatives on the water committee. Their term will run from April 1997 through March of the year 2000.

JERRY KENT

I am 66 years old and a graduate from Bremerton High School. I spent 4 years in the Navy after high school as an aviation electricians mate. I retired from 3M Company in 1993 as a micrographic service technician. Prior to 3M I worked in civil service at the Bremerton Naval Shipyard and Point Mugu Naval Missile Center in California.

My wife, Beverly, and I moved to Lake Limerick from Redmond WA., in July of 1995. I served on the Board of Directors for our townhouse association for 4 years, heading the Architectural Committee and Landscaping Committee.

I would like to serve on the Water Committee to be more of a part of this community. Thank you for your consideration.

HENRY YATES, INCUMBENT

My wife, Barb, and I have lived here at Lake Limerick for 5 years now - I have served three years on the water committee here and have worked with other companies and water systems. I wish to continue to serve Lake Limerick in this capacity. I am proud of the quality and dependability of our system and the people that operate it. We have achieved the highest ratings from the state and are striving to keep our system at this superior rating. We are concerned with the amount of water being consumed - or wasted - and we will be addressing that issue and some controls that we will be putting in place in the immediate future. Also, we will be working on a better emergency power supply for our system. And some other issues as they come up. I ask for your vote and support so that I may serve the people of Lake Limerick in this capacity for another term.

MORGAN TERWILLEGAR

After being in the construction business over 45 years I retired to Lake Limerick, built our house and with my wife, Lorraine, moved in about 1 1/2 years ago.

I previously worked on a water board on Camano Island, and even though this was on a smaller scale than LLCC, our concerns in continuing a safe and adequate system are the same. Having an interest in the future of LLCC I would like to participate any way I can.

ELECTION ISSUE CLOSING REMARKS

ESTHER SPRINGER-JOHANNESEN,

BALLOT COMMITTEE CHAIR PERSON

Again, please take the time to consider each and every proposal that has been presented to you in this newsletter. Be sure to read each statement from the candidates before choosing your new representative. Remember they will be representing you into the next century.



CANDIDATES NIGHT

APRIL 5, 1997

BAR OPEN: 5:00 - 6:30 P.M.

DINNER: 5:30 P.M.

8 oz. Prime Rib or Salmon Buffet \$10.00 per person

RESERVATIONS REQUIRED FOR DINNER

SPEAKERS 7:00 P.M.

*ALL MEMBERS ARE ENCOURAGED TO ATTEND THIS
PORTION OF THE CANDIDATES NIGHT PRESENTATION*

ABSENTEE BALLOT PROCEDURES

If you cannot be at the meeting request an absentee ballot and vote!!

ABSENTEE BALLOTS are available from the office by written request, through Friday April 25, 1997 at 5:00 p.m. All absentee ballots must be returned by 2:00 p.m. on Saturday April 26, 1997.

IN PERSON VOTER REGISTRATION begins at 12 noon, Saturday April 26, 1997 and will end when the meeting is called to order (approximately 2:00 p.m.) You must register at this time in order to vote if you have not returned an absentee ballot.

BASIC REGISTRATION RULES: Couple with one (1) lot: one (1) vote; Couple with more than one (1) lot; 2 votes (Article II, Section 2: Any one person may only cast one vote). Single with one (1) lot; one (1) vote; Single with more than one (1) lot; one (1) vote.

REQUEST FOR ABSENTEE BALLOT

Please send me an absentee ballot for the elections to be held at the Annual Membership Meeting on Saturday April 26, 1997. I understand that I may pickup a ballot in person at the club office upon presentation of a written request, until 5:00 p.m. on Friday April 25, 1997. I also understand that all absentee ballots must be received back at the club office by 2:00 p.m. of Saturday April 26, 1997.

NAME(S): _____

DIVISION: _____ LOT NUMBER(S): _____

MAILING ADDRESS: _____

SIGNATURES: _____

 Please advise what type of ballot you would like by **checking the appropriate box below:**

1. An absentee ballot for the voting issues for the Annual Membership Meeting of April 26, 1997
2. An absentee ballot for the voting issues for the Annual Membership Meeting of April 26, 1997. Also please place me on the "permanent absentee ballot list" for all future voting issues.

AGENDA

BOARD OF TRUSTEES - LAKE LIMERICK COUNTRY CLUB, INC.

February 15, 1997 9:00 A.M.

- I. ROLL CALL Gary Ayers
- II. APPROVAL OF MINUTES: Gary Ayers
 - (Board of Trustees Minutes of January 18, 1997
 - Special Board Meeting Minutes of January 22, 1997
- 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..... Grace Nystrom
- 2. Lake/Dam Committee, Lake Management Status..... Dan Robinson
- 3. Inn Committee, Bill Buff
 - a. Proposed Lounge Closure, Monday & Tuesday
 - b. Generator to support Inn (Water Committee)
- 4. Status of Legal Consultation Doyle Wilcox
 - a. Restriction of Privileges - Independent Opinion
 - b. Inn Service Contract
- 5. Architectural Committee Pat Feist
 - a. Greenbelt Cleanup / Maintenance
- 6. Ballot Committee Esther Springer-Johannesen
 - a. Animal Control Ballot Issue
 - b. Club Manager Ballot Issue
 - c. Introductory Article for Newsletter
 - d. Permanent Absentee Ballot Request Form
- 7. Greens Committee..... Scott Carey
 - a. Capital Spending Plan
 - b. Proposal to increase Annual Green Fees
- 8. Election Committee, Early Counting of Absentee Ballots Vee Gaffney
- 9. Bingo, Equipment Disposition

V. EXECUTIVE NONE

VI. OLD BUSINESS

- 1. Greenbelt Maintenance Ad Hoc Committee Pat Feist
- 2. 30th Anniversary Shirt Inventory Sale Inventory Shirley Reichner

VII. NEW BUSINESS

- 1. Insurance, Storm Damage Claim Martha

VIII. COMMENTS FROM MEMBERSHIP:

IX. CORRESPONDENCE: Gary Ayers

X. ANNOUNCEMENTS:

A. April Quarterly Newsletter Deadline, March 15, 1997

B. During March, Jerry Soehnlein will accomplish duties of the President

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

XIV. 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

GREENS COMMITTEE MINUTES FEBRUARY 1ST 1997

THE MEETING WAS CALLED TO ORDER BY SCOTT CAREY AT 9:00 A.M.

MEMBERS ATTENDING WERE: SCOTT CAREY-LISA CAREY-BETTY DEAN-WAYNE SIMS-CARL NEILSEN-BARB EBERHART-PETE VILLA-JIM ERGIN-DON MUGSFORD-KIRK BURNETT-JOHN HOCKER-DICK LOMBARD-AL JOHNSON.

THE MINUTES OF THE NOVEMBER 1996 MEETING WERE READ. A MOTION WAS MADE BY DICK LOMBARD, SECONDED BY BARB EBERHART TO APPROVE THE MINUTES AS READ. THE MOTION PASSED.

TERRY O'HARA TALKED BRIEFLY ABOUT A TWO FOR ONE COUPON TO BE HANDED OUT, IN LIEU OF US NOT BEING ABLE TO ADVERTISE ANYMORE. THE COMMITTEE THOUGHT IT WAS A GOOD IDEA.

SCOTT INTRODUCED STEVE COX TO THE COMMITTEE. STEVE SPOKE ABOUT HIS FERTILIZER PLAN FOR THE YEAR AND OFFERED HIS SUGGESTIONS ON SOME PROJECTS ON THE GOLF COURSE. MOTION WAS MADE BY CARL NEILSEN, AND SECONDED BY JIM ERGIN, TO PUT SPRINKLER HEADS AROUND THE PUTTING GREEN, AND LANDSCAPED AREA BY THE PATIO AT A APPROX. COST OF 1,000.00. MOTION CARRIED.

A MOTION WAS MADE BY CARL NEILSEN SECONDED BY JIM ERGEN TO AUTHORIZE 1,000.00 TO DEEP TINE AERATE GREENS AND TEES ONCE THIS SEASON. THIS PROCEDURE WILL GET DOWN DEEPER THAN OUR EQUIPMENT TO BETTER AFFORD DRAINAGE TO THE ROOT STRUCTURES OF THE GRASS. MOTION PASSED.

STEVE ALSO TALKED ABOUT THE NEED FOR A UTILITY VEHICLE THAT COULD BE USED FOR WORK ON THE GREENS, AND TO BE ABLE TO BETTER UTILIZE SOME OF OUR OTHER EXISTING EQUIPMENT. THE JOHN DEERE UTILITY VEHICLE IS WORN OUT, AND CANNOT BE USED FOR WORK ON THE GREENS. IT IS BASICALLY ONLY GOOD FOR A RUNABOUT FOR THE WATER BOYS. MOTION MADE BY DICK LOMBARD, SECONDED BY JOHN HOCKER, THE WE REALLOCATE 5,000.00 FROM THE CAPITAL BUDGET, AND SEEK AN ADDITIONAL 5,000.00 FROM THE BOARD TO PURCHASE A NEW CUSHMAN. MOTION PASSED.

SCOTT THREW OUT A FIGURE OF 325.00 FOR 1997 MEMBER ANNUALS TO THE COMMITTEE FOR DISCUSSION. AFTER MANY INSIGHTFUL COMMENTS AND OPINIONS A MOTION WAS MADE BY DICK LOMBARD, SECONDED BY JOHN HOCKER THAT WE INCREASE THE MEMBER ANNUALS 30.00 THIS YEAR AND 30.00 NEXT YEAR. MOTION PASSED. ALL OTHER FEES WILL REMAIN THE SAME FOR 1997.

MEETING WAS ADJOURNED AT 10:30

PRELIMINARY MINUTES, NOT APPROVED BY THE GREENS COMMITTEE, FOR REVIEW ONLY.

1996-1997 Budget Expenditures

CAPITAL IMPROVEMENTS BOT 7/29/96	1996-1997	Date	Actual Paid
ADMINISTRATION:			
REPLACEMENT OF TOILETS	\$ 1,000		
REPLACEMENT OF CARPETS			
Magpies paid \$2,200.00 additional	\$ 4,500	1/21/97	\$ 4,595.44
Total:		\$ 5,500	
LAKE/DAM			
RESTOCK CARP	\$ 1,000		
REPLACE WEIR BOARD	\$ 1,000		
REPLACE VEHICLE	\$ 3,000	12/16/96	\$ 2,197.66
Total:		\$ 5,000	
MAINTENANCE			
CHAIN LINK FENCE	\$ 7,500	11/26/96	\$ 7,838.24
TRUCK REPLACEMENT	\$ 3,000	12/16/96	\$ 2,197.66
Total:		\$ 10,500	
SECURITY			
SECURITY	\$ 10,000		
Total:		\$ 10,000	
YOUTH & PARKS			
TRUCK REPLACEMENT	\$ 3,000	12/16/96	\$ 2,197.66
Total:		\$ 3,000	
GOLF			
GAS HEATER FOR SHOP	\$2,500	12/3/96	\$ 1,712.37
EMPLOYEE LOCKERS	\$500		
BACKPACK BLOWER	\$500		
JACOBSEN BLOWER ATTACH	\$3,500		
REPLACE CHEVY S-10	\$4,000	12/16/96	\$ 2,930.21
GREENS MOWER/refrigerator instead	\$3,691	10/1/96	\$ 2,697.50
2 - WEED EATERS	\$1,000		
Total:		\$15,691	
LOUNGE			
LOUNGE EQUIPMENT	\$ 1,000		
Total:		\$ 1,000	
RESTAURANT			
RESTAURANT EQUIP	\$ 2,500		
Total:		\$ 2,500	
WATER			
Meters	\$ 50,000		
#3B Well Pump Replace	\$ 3,000		
Leak Detector	\$ 2,000	11/26/96	\$ 1,798.54
Paint Tank #1	\$ 7,000		
Computer Upgrade	\$ 5,000		
Truck (11/18/96)	\$ 4,000	12/16/96	\$ 2,930.21
Total:		\$ 71,000	
Total Capital Improvements		\$ 124,191	\$ 26,500.05

FRISTOE, TAYLOR & SCHULTZ, LTD., P.S.
LAWYERS

SUITE 1, PROFESSIONAL ARTS BUILDING
206 11TH AVENUE SE
OLYMPIA, WASHINGTON
98501

E. ROBERT FRISTOE
DON W. TAYLOR
THEODORE D. SCHULTZ
FRANK W. GROUNDWATER

AREA CODE 360
TELEPHONE 357-5566
FACSIMILE 357-5569

February 12, 1997

Daniel Robinson, President
Lake Limerick Country Club, Inc.
E. 790 St. Andrews Drive
Shelton, WA 98584

Dear Sir:

It is my understanding that the golf course, club house and other facilities at Lake Limerick are owned by the Lake Limerick Country Club, Inc.

As owner, the Country Club has the right to fix the parameters of the permission it extends to those using the facilities. When the guests exceed the parameters (rules and regulations) the guest becomes a trespasser and can be excluded therefrom.

The enforcement of these rules is important in that the keeper of an establishment where intoxicating liquors are dispensed, while not an insurer of the safety of the patrons, owes to them the duty to exercise reasonable care and vigilance to protect them from reasonably foreseeable injury, mistreatment or annoyance at the hands of other patrons. In addition thereto, the commercial seller of alcoholic beverages may be held liable for damages caused by and furnishing intoxicating beverages to an "obviously intoxicated" person. This applies to the situation wherein the owner of the establishment over serves a patron, who then, while driving home, injures a third party.

Accordingly, it is my opinion the Country Club has the right to expect compliance with its code of conduct.

Yours very truly,

FRISTOE, TAYLOR & SCHULTZ, LTD., P.S.

By



Don W. Taylor

DWT:am

cc:BOT

INTEROFFICE MEMO

Date: 2/4/97
To: Board of Trustees
From: Dan Robinson
Subject: Restaurant Contract Proposal

Please review and prepare for a discussion on the proposed contract and suggestion sheets prior to the Board Meeting Scheduled for February 15, 1997.

Thank You

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 and 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 unreasonable 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 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, 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 thereof, 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 consumed 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) 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 and 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.

* (To be negotiated)

* **Lounge:**

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

* (To be negotiated)

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 Committee the scheduling of the use of the restaurant for banquets 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 will not be cancelled 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/her option by written notice to the Owner within 10 days. During the period of untenantability, 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:

LESSEE:

Lake Limerick Country Club
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: _____

Suggested changes/additions to Restaurant/Lounge Lease agreement:

3. CONSIDERATION. , (b),

(8th line, after word schedule,)

either party may cancel the lease with a sixty (60) day written notice, after the first year.

(delete the next 5 lines to 4. LATE PAYMENT AND INTEREST.

4. LATE PAYMENT AND INTEREST.

(3rd line strike out five percent (5%), add 2% less than current bank lending rate.

5. COMMON AREAS.

(7th line), strike out rules and regulations replace with **bylaws.**

16. EXTERIOR SIGNS/ADVERTISEMENT.

(2nd line) insert between be approved, the words, **permitted and.**

(4th line) insert between from advertising , the word, **directly.**

Suggested additions to the restaurant/lounge contract:

9. NATURE OF USE , (x) ,

Unpaid charges will be the Lessee's responsibility, although Owner will provide billing service.

(xi) Lessee will allow use of conventional charge cards and will pay charge card fees.

Lessee will be responsible for unpaid charges and tabs.

(xii) Lessee will be responsible for discrepancies recorded by the County health department.

(xiii) Banquets in restaurant classed as non Lake Limerick events will be limited to 24 per year.

(xiv) Lessee will be given two (2) security codes for the Inn and will be provided with an adequate number of keys to restaurant, lounge, and entry door.

(xv) Lessee will be responsible for a monthly plan of operation, including Wednesday night dinner menu selections and all hours of operation.

(xvi) Lessee will arrange deliveries of food, beverages, and supplies for times when he/she is present to receive and sign for them.

(xvii) Lessee will maintain starting level of durable inventory (dishes, glassware, platters, etc) at his/her expense.

(xviii) Lessee will be responsible for setting prices, coordinating, and billing for dining room banquets.

C. Specific Requirements of Owner.

(ii) Owner will identify individual to interface with Lessee on a daily basis with authority to arrange special events and resolve problems in interpretation of this of this contract all all unforeseen situations, such individual may seek directions from the Executive committee or the Board of Trustees in resolving such problems. Problem resolution will be documented by Owner representative And become an addendum to this contract.

(iii) Owner will provide billing service where LLCC members run tabs in restaurant/lounge.

(iv) Owner will provide reader board update service.

LAKE LIMERICK COUNTRY CLUB, INC
E 790 ST. ANDREWS DRIVE
SHELTON, WA 98584
(360) 426-3581
FAX (360) 426-8922

To: Terry Reynolds

February 24, 1997

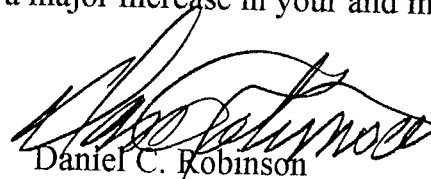
Subject: Your Letter of February 10, 1997

Thank you for taking the time to put your thoughts about the Club management in writing. Although, as I'm sure you expected, I don't agree with much of what you suggest, I do appreciate the sharing of your viewpoints.

You indicate in your letter that my January president's message sounds like a statement from a "poor loser". Actually, I was speaking for the Club, which was the loser in the October election, both from the standpoint of continued lack of funds to adequately pay employees and create reserve funds, as well as the means to employ professional management. Although I was, of course, disappointed at having put many, many hours of effort into the unsuccessful effort to convince the majority of members to approve the flat fee proposal, the benefits would accrue to my successors, as I had long ago decided to retire from Club management in April of 1997. Our members continue to want better services, more security, improved parks, cleaner lakes, golf course improvements, etc., but without appropriate funding, those improvements aren't likely to happen.

Concerning the committees, they, each of them, are vital to the continued well-being of the community. Each person's involvement on one or more committees is a product of that person's dedication to the betterment of the community, including his interests as well as that of his neighbors. These committee volunteers are an integral part of the management of the community, and would continue to be so in the environment of a Club manager. To eliminate any committees is to remove the incentive for its members to be involved in Club activities and to remove the role of committees to advise and provide recommendations to the Board of Trustees.

Finally, the water committee, your "favorite", is defined by the Club's by-laws as is the number of committee members to be elected by the Club membership. Having participated for several years as a member of this committee, I can assure you that turning the water system over to a government agency would immediately result in a major increase in your and my water fees. I, for one, do not wish to see that happen.



Daniel C. Robinson

President

Lake Limerick Country Club, Inc.

cc: Board of Trustees

February 10, 1997

LLCC
E 790 St. Andrews
Shelton, WA 98584

Attention: Mr. Dan Robinson and Board Members

Reference: Your "Message" in LLCC January newsletter

Good Afternoon Mr. Robinson;

Upon receiving and having read your message on page one I couldn't help but detect the tone of a poor loser.

With reference to the committees and the complexities of related matters I understand all committee members to be volunteers. If this is the case and the volunteers are unhappy by all means I believe they should remove themselves from these responsibilities.

I had some thoughts concerning a few of the LLCC committees and the need for their existence:

For example:

Inn Committee: Unless this department is profitable to include taxes, licenses repairs and maintenance for the building then I think it should be sold, keeping the land the structure is on and lease it to the buyer of the Inn. >>> Less one committee

Ballot Committee: I'm sure there are CPA firms local in Shelton that for a very nominal fee be happy to count the ballots on our votes >>> Less one committee

Lake/Dam, - Parks & Recreation, Agriculture Committees: These could probably be included within the Maintenance Committee. >>> Less three committees

Greens Committee - Greens Superintendent: This department (Golf) I know to be a profitable one; therefore the same would apply as the Inn Committee:
Unless the golf course is profitable to include repairs, maintenance, landscaping, water, and water upgrading then it should be sold as well. >>> Less one committee and a Greens Superintendent

Last of all the Water Committee: My favorite...The state and federal agencies are fully capable of performing the tests and informing the LLCC Association what steps need to be taken to remain in accordance with the safety and water regulation rules. These agencies are also capable of employing within the state and federal personnel to perform the necessary job procedures to bring our water up to their guidelines as well as they are capable to then send LLCC a bill for the work after it has been done. >>> Less one committee

The Club Manager.... if I'm not mistaken the annual salary proposed for this position was a mid 50k ? The idea was so absurd I'm suprised to have seen it printed on the ballot... and besides....who would he manage ???

Conclusion: I know that a Board of Trustees must exist, and I also realize there should be office personnel for accounting reasons, however concerning the committees and complex responsibilities I believe there is unnecessary work being done or created on their own behalf.

With Regards,

 Jerry Reynolds

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Shelton Wa 98584