



**Board of Directors  
Meeting Minutes  
Date: June 17, 2006**

**I. Roll Call:**

Scott Carey, President  
Tom Taylor, Vice President  
Shirley Toner, Secretary  
Directors:  
Carolyn Parker  
Dick Sirokman  
Dave Kohler  
Nan Stricklin, Water Chair

**Excused:** Esther Springer-Johannesen, Lee Dormuth, Don Johnson

**II. Guests:** Tilly Waldron, Jack Betterley, Karen Kohler, Bill McDonald, Chris Johannesen, Ron Gruszinski

**III. Approval of Minutes** - A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:

a. Correction to minutes as follows: Old Business – Item 6: ...."Jack Betterley will discuss with Jerry." New Business – Item 5. ...some of the changes to the site..."

- A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:
  - To accept the minutes of the May 2006 regular Board meeting

**IV. Financial Report (Scott Carey)**

- A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:  
To authorize Esther to purchase another CD this month, amount to be determined by President and Treasurer.
- A motion was made Dick Sirokman by, seconded by Dave Kohler and passed with no nays as follows:  
To accept the June 2006 financials as presented.

**V. Consent Agenda**

- A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:

To accept the consent agenda for June 2006, with the following exceptions:  
Remove Motion 3, Water Department and Motion 1, Lake/Dam Committee

**VI. Old Business**

- Park Host – Log Toy Beach – Back ground check OK – being interviewed at the present time.
- Sheriff Security – Lee Dormuth working with Sheriff's patrol.
- Lake Limerick Daze and 40th Anniversary – Bill McDonald reports all is going well; Mr. and Mrs. Tony Paradise will be the Grand Marshals.

**VII. New Business**

- Inn Roof – Received several bids; \$19, 995 from Mason Roofing is the least. Will ask him to research the new roofs made from old tires.
- HVAC Kitchen – Will continue research; installation will take place in January.
- 2010 – Putting a plan in place – Tom is coordinating effort.
- Tree removal - many dead, dangerous trees; Jack will go around the selected area with one more contractor for a second bid.
- Hliboki dogs – The Board concurred with the Executive Committee that the matter be referred to legal
- Easement - Division 4 – Easement granted to current owner; will revert back should property be sold.
- Espresso Machine
  - Tabled for future discussion

**VIII. Announcements**

- Fathers' Day Brunch
- Lake Limerick Daze

**Motion to adjourn meeting**

- A motion was made by Tom, seconded by Dave and passed with no nays as follows:
  - Meeting adjourned at 11:15 pm.

Sincerely submitted,  
Shirley Toner



**Board of Directors  
Meeting Minutes  
Date: June 17, 2006**

**I. Roll Call:**

Scott Carey, President  
Tom Taylor, Vice President  
Shirley Toner, Secretary  
Directors:  
Carolyn Parker  
Dick Sirokman  
Dave Kohler  
Nan Stricklin, Water Chair

**Excused:** Esther Springer-Johannesen, Lee Dormuth, Don Johnson

**II. Guests:** Tilly Waldron, Jack Betterley, Karen Kohler, Bill McDonald, Chris Johannesen, Ron Gruszenski

**III. Approval of Minutes** - A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:

a. Correction to minutes as follows: Old Business – Item 6: ...."Jack Betterley will discuss with Jerry." New Business – Item 5. ...some of the changes to the site..."

- A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:
  - To accept the minutes of the May 2006 regular Board meeting

**IV. Financial Report (Scott Carey)**

- A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:  
To authorize Esther to purchase another CD this month, amount to be determined by President and Treasurer.
- A motion was made Dick Sirokman by, seconded by Dave Kohler and passed with no nays as follows:  
To accept the June 2006 financials as presented.

**V. Consent Agenda**

- A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:

**marianne koch**

---

**From:** "Carey, Scott" <scarey@greendiamond.com>  
**To:** <lakelim@hctc.com>  
**Sent:** Friday, June 16, 2006 7:20 AM  
**Subject:** FW: Hi from Shelton...Thur...Board meeting topic

Please put a copy of this in all BOT members files please.

---

**From:** Gaileys1@aol.com [mailto:Gaileys1@aol.com]  
**Sent:** Thursday, June 15, 2006 9:55 PM  
**To:** managertom@comcast.net  
**Cc:** Carey, Scott; esther.springer@sekoworldwide.com; sbtoner@hctc.com  
**Subject:** Hi from Shelton...Thur...Board meeting topic

Tom,

As we discussed at the May Greens meeting, I have information regarding the possible purchase of a used portable Espresso Stand for outside the Proshop. I am copying the BOD as there is a cost to setting up this machine due to not having the proper electrical plug-in that this self-contained stand needs.

First I had Fred Bierward and Forrest Huff, both LLCC members, come and look to see exactly what was needed. The stand needs a 220 Volt/ 50 Amp plug-in which we do not have, but there is room on the electrical panel for this. Forrest works for North Pacific Electric and gave us a bid for two locations: one on the St. Andrews Dr. street side; one at the main entrance. The street side bid is \$469.50. The main entrance is \$807.00 due to the distance from the electrical box.

There are advantages of putting this stand at the entrance: more foot traffic and easier to keep an eye on it from the inside. This stand can be easily wheeled inside at closing. It is self contained and includes a hand washing sink, 2 water tanks, waste container, grinder, brand new stainless custom-espresso refrigerator (2 racks to hold gallon size milk containers) and can make 2 drinks at a time. All the accessories are included. The espresso machine itself has been rebuilt and is in "good as new" condition. It's approx 5-6' long and 3' deep.

It belongs to my daughter, Allison Brewster (LLCC member) who has kept it in storage the past few years. Allison is willing to test the Espresso Stand during the weekend of Lake Limerick Daze to see if there is an interest here. If the BOD decides that the stand is a good idea, she is also willing to train all of us at the Proshop on how to use it, free of charge.

Her asking price is \$2500 which includes the stand, accessories and training. Our current food distributor, FSA, supplies everything we need. According to my daughter, the health department only requires a 3-compartment sink and bathrooms be nearby. We have both at the proshop.

For those of you who don't drink espresso, the closest stand is at Bayshore or on Brockdale Rd. Many LLCC residents and weekenders have requested espresso drinks and travel to town to get them.

Forrest is willing to do the work. I haven't heard back from Fred since I received the bid.

Please advise me as to what your thoughts are. Maybe you can discuss this at the upcoming Board Meeting. I cannot attend due to being out of town that day.

Thanks,  
 Gail

Mary Ann K,

**LEE E DORMUTH**

**From:** "LEE E DORMUTH" <popeleoxiv@msn.com>  
**To:** <scarey@greendiamond.com>; <sbtoner@hctc.com>; <managertom@comcast.net>; <johanneson1947@earthlink.net>  
**Sent:** Monday, May 29, 2006 4:27 PM  
**Subject:** SO Deputy Patrol

Scott

I'll need to be excused from the June 17 meeting as I'll be back East in Norfolk, VA.

On 5/23 in the LL office, I reviewed with Sheila correspondence which initiated your request and some SO logs.

On 5/26, I met with Sgt. Dave Evander who is a senior member of the ones who patrol in LL and also advises them what's to be done. He advised me that as SOP, each patrol will accomplish the following:

- 1) Review complaints and concerns as received by the office and take whatever investigative steps that may be suggested by a review of same.
- 2) Each deputy has a Drug House Tip sheet supplied by the detectives and if it contains any pertinent residence, such will be afforded a period of surveillance and suggestive activity noted will be referred to the detectives for whatever action they deem appropriate.
- 3) Violations of Health Code and /regulations are noted and referred to the health department.
- 4) Traffic law enforcement (to include illegal ATV activity) is vigorously pursued.
- 5) On occasion, when necessary, deputies serve criminal processes.
- 6) All parks are given attention to prevent trouble and to deal with any criminal activity encountered.

In addition to the above, the following specific to LL will be instituted in the near future and added to the log for notation of coverage at the end of a shift:

- 7) Will patrol all beaches and water towers.
- 8) When closed, will conduct a security check of the Pro Club.

With regard to scheduling:

Evander noted that it was very wise of LL to submit a schedule through the end of the year as the patrols in LL are popular and, he believes, are currently signed up for through August. Bearing in mind the current understaffing of the SO (there are openings for eight additional deputies), the two-to-ten shift appears to work well as it covers the periods of day in greatest need of patrol and fits in well with the schedule of those who apply; after some further discussion, this may be changed to three-to-eleven in the future. For certain special events two or more four hour shifts could be had depending on the exigency of the event.

With regard to payment for services, he noted that if, at any time on a deputy's shift, an arrest is made, the payment from that point of time to the end of the shift is borne by the county; additionally, LL is not billed for any shift hour in which the deputy was called off for a special assignment.

He advised he is available for any special request, that falls within legal guidelines, that LL may require.

Evander was advised and agreed that the meeting opens an avenue of communication with myself as the point of contact between the Board of Trustees at LL and the SO and that on going contact is to be expected to handle any need for change that may arise.

See you in July.

5/31/2006



(360) 456-4956

5210 Lacey Blvd. SE. • Lacey WA 98503 • e-mail: [pjh@sunsetair.com](mailto:pjh@sunsetair.com)

FAX: (360) 455-4005

## HVAC Estimate

**Project Name:** Lake Limerick Community Center  
**Project Address:** Bid Date: Monday, June 05, 2006  
**Estimator:** Kim A. Dinsmore  
**Attention:** Board of Trustees Lake Limerick Community Center

Sunset Air, Inc is pleased to submit this proposal for the HVAC kitchen related equipment replacement for the Lake Limerick Community Center in Shelton WA.

### Our Design:

Sunset Air is providing this proposal for consideration by the Lake Limerick Community Board of Directors. This estimate is for the kitchen equipment only

**System #1: Make up Air for the Kitchen Hood:** The current system is an evaporative cooler in line with a duct heater. Sunset Air will remove and dispose of the existing equipment. The replacement units will be a new Evaporative cooler with a new inline duct heater with a stainless steel heat exchanger. Sunset Air shall make the necessary duct modifications to accommodate the new equipment. Line voltage wiring, control modifications, gas piping and start and test are all part of this estimate

**Budget Estimate \$12,402.00 + tax**

**System #2: Kitchen Exhaust Duct and Fan:** The current kitchen exhaust is ducted into a utility fan located in a small metal building out in front of the Community Center. Sunset Air proposes to run a new 16-gauge black iron stack up the side of the building and through the roof overhang to an up-blast type kitchen exhaust fan. This new installation is code compliant and will provide a safe and appropriate way to exhaust the kitchen hood. The duct Sunset Air proposes to run will be exposed. In the event the owners wish to have the duct covered a fire rated shaft will have to be built around the duct. In addition the stainless duct connections from the hood to the exhaust duct fan shall be new and made of 16 gauge stainless Steel construction.

**Estimate \$16,196.00 + tax**

Thank you for the opportunity to provide this to your board. Please contact me if you have further questions.

### Sunset Air, Inc. Warranty:

One-year warranty on all parts and labor.

### Conditions:

The design concept information contained in this proposal is proprietary. Sunset Air Inc. hereby reserves in common-law right, pursuant to Title 17 Section 2 of the US code to prevent any unauthorized copying, publication, or use of this design concept.

We propose to furnish labor and material-completo in accordance with the above specifications, and subject to conditions found in this agreement.

ACCEPTED. The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined Net 10 Days.

Date of acceptance: \_\_\_\_\_

By: \_\_\_\_\_

Thank You,

Kim A. Dinsmore  
Commercial Sales

---

The design concept information contained in this proposal is proprietary. Sunset Air Inc. hereby reserves in common-law right, pursuant to Title 17 Section 2 of the US code to prevent any unauthorized copying, publication, or use of this design concept.



(360) 456-4956

FAX: (360) 456-4550

5210 Lacey Blvd. • Lacey WA 98503 • e-mail: [kad@sunsetair.com](mailto:kad@sunsetair.com)

### Fax Transmittal

Fax # (360)-455-4005

Date: 6/5/06  
 Message For: BOARD OF TRUSTEES  
 Company Name: Lake Limerick Community Center  
 Fax Number: 426-8922  
 Total Pages: 3  
 (Including transmittal)

If you do not receive all pages, or have problems with receiving, please telephone (360)-456-4956

Dear Board. - included is a  
 bond # with today's prices reflected  
 for metal and labor. Be Advised  
 that metal prices change daily in this  
 volatile market

Catch us online: <http://www.sunsetair.com>

Sincerely,



**Carey, Scott**

---

**From:** Rob Wilson-Hoss [rob@hctc.com]  
**Sent:** Monday, June 12, 2006 9:26 AM  
**To:** Tom Taylor; 'Esther Springer-Johannesen'; Carey, Scott; 'Shirley Toner'  
**Subject:** RE: 2010 Project

1. I would not necessarily have the surveyor compute the square footage of all of the individual lots, unless that is an easy calculation based on some abilities surveyors have that I don't understand. All we need is the total square footage of the division, and then the square footage of each lot as its owner signs. 2. As we figured out when we were putting this together, the filing costs can be extreme. The plan is to file for record a document that clearly states the changes. This will then get a filing number. On each individual sheet for the lot owners, we do not restate the amendments, we just refer to the recording number of the proposed amendments already filed. This keeps it to one sheet per lot. Then we collect a bunch of these, and file them together, under a cover statement of the Board. This way, the real expense, which is for the first page, is avoided, and the attached pages get filed at the lower rate.

Tom makes a good point. The statements of the members only apply if they are recorded while the members still own the lots. If we wait to collect 200 signature pages from one division before we record them, the odds are pretty good that some will have sold their lots, and the statements will be no good as to their lots. If we record them one by one, it becomes really expensive, and tedious (how many trips to the courthouse do we want to make?) . So we compromise. We collect 25 or 50 (depending on how fast they come it), then record those. Then we collect another 25 or 50, and record those.

This is the plan we worked out with the auditor's office. Since employees over there change, I would have to reaffirm their agreement with this, but without this plan, it is going to get expensive.

-----Original Message-----

**From:** Tom Taylor [mailto:tom@tpmus.com]  
**Sent:** Sunday, June 11, 2006 1:45 PM  
**To:** 'Esther Springer-Johannesen'; 'Scott Carey'; 'Shirley Toner'  
**Cc:** Rob Wilson-Hoss  
**Subject:** 2010 Project

# LLCC 2010 PROJECT

Have copies of the paperwork to be signed on hand at the office. Each time a member stops at the office ask if they have signed the document, and the office staff can notarize the document on the spot.

Have an explanation of the 2010 project on line with a basic Q & A section and have it printed for mail out with the next newsletter. Have volunteer phone numbers for members to call for further assistance. Possible have Rob train maybe five volunteers that are willing to explain the 2010 project and give out their phone numbers to the members; if further information is needed they could give out Rob's office number.

Find notary's that are LLCC members and have one on hand every Saturday and maybe Sunday afternoons for the months October and November so members can stop by for free notary service.

Have all preparation ready for the October 2006 meeting and gather all we can through the April 2007 meeting, and then set a further plan to finish the project with door to door if necessary after April 2007.

Have a map posted in the office and color red every member that has signed, and possible an X on the lot if for some reason they decline. We will know when we have the area covered, and if we need to go back to the X lots.

The October meeting should be a good start if we publish our intention well in advance of the meeting.

We should set up a table for information and signatures at the fall bash to catch snowbirds before going south, and members who seldom come out.

When or if it comes down to door to door I can make a good walking list with small assignments to be covered by a member and a notary, or a member that is a notary.

Have a surveyor give us the total area of all LLCC lots in each division, and the total area of each lot in each division so we can easily calculate the 55% needed. We should shoot for a number around 65% just to cover lots exchanging hands by the time we start and actually finish the project.

I think we can file this by division, and not have to wait till all divisions are complete. This may be a tactic to consider helping not loose members who may sell before the project is completed. Three questions for Rob; do we loose signatures if they are not property owners at the time of filing, and can we file division by division or required all at once. And three, the monetary factor for filing. There is a huge dollar amount for filing each page. I think Rob has the money problem solved.

Here's a start, lets get more ideas in the mix.

I'll be out of town Monday and Tuesday.

Tom

HOSS & WILSON-HOSS, LLP

Richard T. Hoss  
Robert D. Wilson-Hoss

Attorneys at Law  
236 West Birch Street  
Shelton, Washington 98584

(360) 426-2999  
fax (360) 426-6715  
rob@hctc.com

May 22, 2006

Scott Carey  
President, Board of Directors  
Lake Limerick Country Club  
790 East St. Andrews Drive  
Shelton, WA 98584

*Re: Covenant Amendments, 2010*

Dear Scott:

Unless something comes up, I will be able to make the meeting of the EC on the 19<sup>th</sup>.

I am enclosing copies of several documents. These were the original proposals sent to Tom Taylor, with some changes. In addition, there is a new analysis of what happens if the amendments do not pass, either everywhere, or in some of the divisions. The upshot is that I cannot predict the result with certainty, but it will be very difficult to work with.

The nonprofit homeowners' association, Lake Limerick, is different from the rules in the covenants. The covenants lay out a series of requirements and systems for the administration of those requirements. They also refer to the establishment of the association, but they do not establish the association.

A homeowners' association is defined by statute as an association where each member is the owner of residential real property that is located within the jurisdiction of the association. The precise issue, and it is a very fine point, is whether or not an association can adopt articles and bylaws, and spell out an area that it covers, thereby giving itself jurisdiction over the land within that area? The answer is no, that any requirements for paying dues, or restrictions on the use of land, must come from a recorded document (covenants), which was in place before the developer sold the lots.

So the covenants establish the jurisdiction of the Lake Limerick association to be over the five divisions. But as to the actual management of the association, that is up to the state statutes, both the homeowners' association act and the nonprofit corporation act.

This is critical, because if the covenants no longer apply in one of the divisions,

then the association itself no longer has jurisdiction over that division. And the owners in the division are no longer members of the association.

The association has two hats. It is a nonprofit association, charged with enforcing the covenants, taking care of the common areas, and so on. But it is also a property owner, of the common areas, individual lots it happens to own, personal property, and so on.

So, let's take a look at the results with regard to the common areas and assets.

If one division, say Division 4, fails to pass the amendment, then owners of Division 4 have no rights as members to the beaches or the use of the lake. They have no rights to the parks, restaurant, and so on. And the water system becomes very problematic. Lake Limerick has a water rights withdrawal permit to withdraw a certain amount of water, and to apply it to the area specified in the permit, the five divisions. If one division is not part of the association, then Lake Limerick may be able to act with respect to that division as a private water supplier. In fact, if it does supply water to that division, it will have to become a private system subject to state regulation for such systems, which is different from regulation of nonprofit systems. Costs of water, at the very minimum, will go up significantly for those divisions that do not pass the amendment. And the result could be worse than that.

Lake Limerick owns all of the assets of the association. As owner, it can do whatever it wants, just like any other owner of land, within reason and the law. Its responsibilities lie with the members, not former members, when it comes to preserving and protecting its assets.

If none of the divisions passes the covenant amendment, then you can expect chaos. There is a statutory provision for disposition of the assets of a nonprofit association upon its dissolution. Basically, the Board adopts a resolution recommending a plan of disposition, and the members vote on the plan. It takes two-thirds of the members voting at a meeting with a quorum to approve a plan. If the plan is not approved, the Board starts over. But I can imagine that many would not want to be on the Board under these circumstances, and an impasse could take years.

What would a plan of distribution look like for the lakes? Limerick owns the beds of the lakes, subject to the rights of the State. Who then would own them? It costs money to maintain lakes. Would a special lake assessment district be formed? If so, this tells us who pays for the lake, but it does not say who owns it. At this time, I cannot imagine anyone wanting to own either lake, under the circumstances. The County could take it for taxes, I suppose, and it would be sold to the highest bidder, but, again, who would bid? And if no one bids, it becomes a Mason County lake, with lots of users from all over the

County.

The golf course, Inn, water system facilities, parks and beaches are another matter. They can all be sold to the highest bidder. The money could then be divided into shares, and one share sent to each former member. How all of these get run would depend on the new owners. A for-profit water system would be just that. The owner would be making money off of the system. My experience tells me that this could mean very much higher rates.

County zoning would tell us what could be done with the other assets. I believe the whole area is zoned RR 2.5, which means no new lots less than 2.5 acres. Within that designation are allowed, generally, single family residences, churches, group homes, cottage industries, and cemeteries. The Inn would be a good site for a group home. The golf course would be run at a profit, assuming no one wants to buy it and operate it at a loss. The parks could be sold.

If the golf course cannot pencil out for a private owner, then it would be sold for some use other than as a golf course, so long as that use is compatible with County zoning. If the Inn does not make sense for a private investor, then it might become a residence, or perhaps a group home for difficult children or sex offenders.

### SUMMARY

It is not fair to say that dissolution of the entire association, or withdrawal of one, two, three or four of the divisions, would necessarily destroy all of the value of Lake Limerick lots. It would mean, for the owners no longer part of the association, no more assessments from Lake Limerick. This would no doubt be more than offset by the increased water charges, though.

There would still be restrictions on the use of land, as discussed above. However, those restrictions would be less likely to maintain the character of the neighborhoods, and, frankly, very difficult to enforce through County agencies.

Sincerely,



Robert D. Wilson-Hoss

After Recording Return To:  
 Robert D. Wilson-Hoss  
 Hoss and Wilson-Hoss  
 236 West Birch  
 Shelton, Washington 98584

|   |  |
|---|--|
| DOCUMENT TITLE:                         | Proposed Amendment to Restrictive Covenants  |
| REFERENCE NUMBERS OF RELATED DOCUMENTS: | 217647   |
| GRANTORS:                               | Lake Limerick Country Club   |
| GRANTEES:                               | 1. Lake Limerick Division 1<br>2. The Public   |
| LEGAL DESCRIPTION:                      | The Plat of Lake Limerick Division 1, recorded in Volume 6 of Plats, pages 34 to 37, both inclusive, records of Mason County, Washington |
| ASSESSOR'S PROPERTY TAX PARCEL NOS.     | 32127 50 00001 to 32127 50 00201   |

**PROPOSED  
 AMENDMENT TO RESTRICTIVE COVENANTS  
 LAKE LIMERICK, DIVISION 1**

The following is the proposed Amendment to Restrictive Covenants of Lake Limerick, Division 1. After recording this document, acknowledged signatures agreeing to this Amendment, by reference to its Auditor's File Number, will be solicited and gathered. Once sufficient signatures are received, a licensed professional land surveyor will determine the adequacy of the number of signatures. Upon this surveyor's verification, a Certificate of Amendment for this Division signed by the Lake Limerick Board of Directors and the licensed, professional land surveyor, with members' signatures attached, will be recorded. Signatures representing particular lots will be valid if the signer(s) had ownership interests in said lots at the time of signature. Upon recordation of the Certificate of Amendment, the Restrictive Covenants for Division 1 will be amended as set forth hereinbelow for all purposes.

**PROPOSED  
AMENDMENT TO RESTRICTIVE COVENANTS  
LAKE LIMERICK, DIVISION 1**

I. Art. III, second paragraph: delete.

II. Art. IV(d) to read, in part:

“must be approved by Lake Limerick Country Club.”

III. Art. V to read as follows:

a. No building, garage, patio, outbuilding, mobile home, trailer, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications therefore, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, and color schemes shall have been submitted and approved in writing by Lake Limerick Country Club.

b. Lake Limerick Country Club shall have the power and authority to approve or disapprove the plans and specifications; and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of its reasonable dissatisfaction with the grading plan, location of the structure on the lot or building site, the finished ground elevations, the color scheme, finish, design, and proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in its reasonable judgment will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or with the structures erected on other building sites in the said Tract. Lake Limerick Country Club may, if it so desires, adopt rules governing its procedures for approval or disapproval of such plans and specifications.

c. The approval of Lake Limerick Country Club of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by it of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

d. If Lake Limerick Country Club fails to approve or disapprove such plans and specifications and plot plan within 20 days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that it has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of Lake Limerick Country Club having been obtained as required by this



declaration, and Lake Limerick Country Club shall have the power to require correction of the irregularity or, or enter in, and correct same, and bill for necessary services.

e. Before starting any construction, clearance must also be secured from appropriate Mason County, Washington State, and other governing bodies."

IV. Art. VI:

Replace all references to "the Architectural Committee" with "Lake Limerick Country Club."

V. Art. VIII, to read, in part:

"The actual number permitted may be determined by Lake Limerick Country Club."

VI. Art. XIII, to read:

"The covenants, conditions and restrictions herein contained shall run with the land for the mutual benefit of all the members and their lots and building sites in said Tract."

VII. Art. XIV

Second paragraph: delete "and/or the Architectural Committee."  
Third paragraph: delete "the Architectural Committee."

VIII. Art. XVI:

Delete "and/or the Architectural Committee" in three places.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LAKE LIMERICK COUNTRY CLUB

\_\_\_\_\_  
By: CURRENT PRESIDENT, President

STATE OF WASHINGTON)

COUNTY OF MASON

) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me CURRENT PRESIDENT, personally known to me or provided to me on the basis of satisfactory evidence to be the President of LAKE LIMERICK COUNTRY CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME:  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**AGREEMENT TO AMENDMENT REGARDING  
MASON COUNTY AUDITOR'S FILE NO. \_\_\_\_\_  
LAKE LIMERICK DIVISION 1**

The undersigned affirms as follows:

My name is \_\_\_\_\_ As of today's date, I am an owner of Lot(s) \_\_\_\_\_, Lake Limerick Division No. 1, Volume 6 of Plats, pages 34 to 37, both inclusive, records of Mason County, Washington.

I agree to the Amendment of the Declaration of Restrictions recorded in proposed form as set forth above.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_, personally known to me/provided to me on the basis of satisfactory evidence to be the person(s) 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 \_\_\_\_\_, \_\_\_\_\_.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
\_\_\_\_\_, residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

The undersigned affirms as follows:

My name is \_\_\_\_\_ As of today's date, I am an owner of Lot(s) \_\_\_\_\_, Lake Limerick Division No. 1, Volume 6 of Plats, pages 34 to 37, both inclusive, records of Mason County, Washington.

I agree to the Amendment of the Declaration of Restrictions recorded in proposed form as set forth above.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_, personally known to me/provided to me on the basis of satisfactory evidence to be the person(s) 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 \_\_\_\_\_, \_\_\_\_\_.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
\_\_\_\_\_, residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

After Recording Return To:  
 Robert D. Wilson-Hoss  
 Hoss and Wilson-Hoss  
 236 West Birch  
 Shelton, Washington 98584

|   |   |
|---|---|
| DOCUMENT TITLE:                         | Amendment to Restrictive Covenant   |
| REFERENCE NUMBERS OF RELATED DOCUMENTS: | 217647 and _____  |
| GRANTORS:                               | Lake Limerick Country Club  |
| GRANTEES:                               | 1. Lake Limerick Division 1<br>2. The Public  |
| LEGAL DESCRIPTION:                      | The Plat of Lake Limerick, Division 1, recorded in Volume 6 of Plats, pages 34 to 37, both inclusive, records of Mason County, Washington |
| ASSESSOR'S PROPERTY TAX PARCEL NO.      | 32127-50-00001 to 32127-50-00201  |

**AMENDMENT TO RESTRICTIVE COVENANT  
 DIVISION 1**

**CERTIFICATION OF AMENDMENT**

**LAKE LIMERICK BOARD OF DIRECTORS**

The Board of Directors of Lake Limerick Country Club hereby certifies the following Amendment to the Declaration of Restrictions for Lake Limerick Division No. 1. Attached hereto are the acknowledge signatures of the record owners of lots or building sites in said division having an aggregate area equivalent to not less that 55 percent of the total area of said division, approving said amendment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LAKE LIMERICK COUNTRY CLUB

\_\_\_\_\_  
 BY: \_\_\_\_\_, President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF MASON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared before me \_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the President of LAKE LIMERICK COUNTRY CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME:  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**DIVISION 1  
CERTIFICATION OF AMENDMENT**  
\_\_\_\_\_, PLS

My name is \_\_\_\_\_. I am a licensed Professional Land Surveyor. I have reviewed the signatures attached hereto, and compared the area of lots or building sites represented by these signatures to the total area of said division. I certify that the area of lots or building sites represented by the attached signatures represents more than 55 percent of the total area of the division.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Surveyor's License No.: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_ personally known to me/provided to me on the basis of satisfactory evidence to be the person(s) 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 \_\_\_\_\_, \_\_\_\_\_.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME:  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

AMENDMENT TO RESTRICTIVE COVENANT  
LAKE LIMERICK, DIVISION 1

I. Art. III, second paragraph: delete.

II. Art. IV(d) to read, in part:

“must be approved by Lake Limerick Country Club.”

III. Art. V to read as follows:

a. No building, garage, patio, outbuilding, mobile home, trailer, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications therefore, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, and color schemes shall have been submitted and approved in writing by Lake Limerick Country Club.

b. Lake Limerick Country Club shall have the power and authority to approve or disapprove the plans and specifications; and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of its reasonable dissatisfaction with the grading plan, location of the structure on the lot or building site, the finished ground elevations, the color scheme, finish, design, and proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in its reasonable judgment will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or with the structures erected on other building sites in the said Tract. Lake Limerick Country Club may, if it so desires, adopt rules governing its procedures for approval or disapproval of such plans and specifications.

c. The approval of Lake Limerick Country Club of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by it of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

d. If Lake Limerick Country Club fails to approve or disapprove such plans and specifications and plot plan within 20 days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that it has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of Lake Limerick Country Club having been obtained as required by this declaration, and Lake Limerick Country Club shall have the power to require correction of the irregularity or, or enter in, and correct same, and bill for necessary services.

e. Before starting any construction, clearance must also be secured from appropriate Mason County, Washington State, and other governing bodies.”

IV. Art. VI:

Replace all references to "the Architectural Committee" with "Lake Limerick Country Club."

V. Art. VIII, to read, in part:

"The actual number permitted may be determined by Lake Limerick Country Club."

VI. Art. XIII, to read:

"The covenants, conditions and restrictions herein contained shall run with the land for the mutual benefit of all the members and their lots and building sites in said Tract."

VII. Art. XIV

Second paragraph: delete "and/or the Architectural Committee."

Third paragraph: delete "the Architectural Committee."

VIII. Art. XVI:

Delete "and/or the Architectural Committee" in three places.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LAKE LIMERICK COUNTRY CLUB

By: \_\_\_\_\_, President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF MASON )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the President of LAKE LIMERICK COUNTRY CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME:  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Westlaw.

West's RCWA 24.03.225

West's Revised Code of Washington Annotated Currentness

Title 24. Corporations and Associations (Nonprofit) (Refs & Annos)

Chapter 24.03. Washington Nonprofit Corporation Act (Refs & Annos)

**→24.03.225. Distribution of assets**

The assets of a corporation in the process of dissolution shall be applied and distributed as follows:

(1) All liabilities and obligations of the corporation shall be paid, satisfied and discharged, or adequate provision shall be made therefor;

(2) Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

(3) Assets received and held by the corporation subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational or similar purposes, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies or organizations engaged in activities substantially similar to those of the dissolving corporation, pursuant to a plan of distribution adopted as provided in this chapter;

(4) Other assets, if any, shall be distributed in accordance with the provisions of the articles of incorporation or the bylaws to the extent that the articles of incorporation or bylaws determine the distributive rights of members, or any class or classes of members, or provide for distribution to others;

(5) Any remaining assets may be distributed to such persons, societies, organizations or domestic or foreign corporations, whether for profit or not for profit, as may be specified in a plan of distribution adopted as provided in this chapter.

CREDIT(S)

[1967 c 235 § 46.]

LIBRARY REFERENCES

2005 Main Volume

Corporations ↪617(1).

Westlaw Topic No. 101.

C.J.S. Corporations § 852.

NOTES OF DECISIONS

**Equal distribution 1**

**Review 4**

**Unclaimed property 3**

**Unclaimed shares 2**

**1. Equal distribution**

Right to equal distribution of assets among stockholders of nonprofit corporation on dissolution, according to amount of stock held, is absolute right and cannot be changed or modified by action of majority stockholders against will of one or more dissenting stockholders. In re Monks Club, Inc. (1964) 64 Wash.2d 845, 394 P.2d 804. Corporations ⤷ 629

**2. Unclaimed shares**

Unclaimed shares of stockholders in funds resulting from liquidation of nonprofit corporation are not available for distribution to other stockholders through amendment to bylaws waiving rights to unclaimed stock. In re Monks Club, Inc. (1964) 64 Wash.2d 845, 394 P.2d 804. Corporations ⤷ 629

**3. Unclaimed property**

Unclaimed property of nonprofit corporation, following its voluntary dissolution, is subject to provisions of § 63.28.120, respecting disposition of unclaimed property. In re Monks Club, Inc. (1964) 64 Wash.2d 845, 394 P.2d 804.

**4. Review**

In reviewing a health insurance company's proposed reorganization from a nonprofit entity to a for-profit company under both the Health Carrier Holding Company Act (Health Carrier HCA) and the Insurer Holding Company Act (Insurer HCA), the Insurance Commissioner properly applied the nonprofit corporation statutes in analyzing the terms under which the new company's shares of stock would be distributed to philanthropic organizations, and did not thereby usurp the attorney general's authority, as the attorney general would still determine whether the distribution of assets complied with the law if the conversion was ultimately approved. Premera v. Kreidler (2006) 131 P.3d 930. Insurance ⤷ 1264

West's RCWA 24.03.225, WA ST 24.03.225

Current with 2006 legislation effective through May 8, 2006

© 2006 Thomson/West. All rights reserved.

END OF DOCUMENT



© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

Westlaw.

West's RCWA 24.03.230

West's Revised Code of Washington Annotated Currentness

Title 24. Corporations and Associations (Nonprofit) (Refs & Annos)

Chapter 24.03. Washington Nonprofit Corporation Act (Refs & Annos)

**→24.03.230. Plan of distribution**

A plan providing for the distribution of assets, not inconsistent with the provisions of this chapter, may be adopted by a corporation in the process of dissolution and shall be adopted by a corporation for the purpose of authorizing any transfer or conveyance of assets for which this chapter requires a plan of distribution, in the following manner:

(1) Where there are members having voting rights, the board of directors shall adopt a resolution recommending a plan of distribution and directing the submission thereof to a vote at a meeting of members having voting rights, which may be either an annual or a special meeting. Notice in the form of a record setting forth the proposed plan of distribution or a summary thereof shall be given to each member entitled to vote at such meeting, within the time and in the manner provided in this chapter for the giving of notice of meetings of members. Such plan of distribution shall be adopted upon receiving at least two-thirds of the votes which members present at such meeting or represented by proxy are entitled to cast.

(2) Where there are no members, or no members having voting rights, a plan of distribution shall be adopted at a meeting of the board of directors upon receiving a vote of a majority of the directors in office.

If the plan of distribution includes assets received and held by the corporation subject to limitations described in subsection (3) of RCW 24.03.225, notice of the adoption of the proposed plan shall be submitted to the attorney general by registered or certified mail directed to him at his office in Olympia, at least twenty days prior to the meeting at which the proposed plan is to be adopted. No plan for the distribution of such assets may be adopted without the approval of the attorney general, or the approval of a court of competent jurisdiction in a proceeding to which the attorney general is made a party. In the event that an objection is not filed within twenty days after the date of mailing, his approval shall be deemed to have been given.

CREDIT(S)

[2004 c 265 § 24, eff. June 10, 2004; 1969 ex.s. c 115 § 3; 1967 c 235 § 47.]

HISTORICAL AND STATUTORY NOTES

Laws 1969, Ex.Sess., ch. 115, § 3, added the last paragraph.

Laws 2004, ch. 265, § 24, in subsec. (1), in the second sentence, substituted "Notice in the form of a record" for "Written or printed notice".

LIBRARY REFERENCES

2005 Main Volume

Corporations ¶617(1).  
Westlaw Topic No. 101.  
C.J.S. Corporations § 852.

West's RCWA 24.03.230, WA ST 24.03.230

Current with 2006 legislation effective through May 8, 2006

© 2006 Thomson/West. All rights reserved.

END OF DOCUMENT

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

**LAKE LIMERICK BOARD OF DIRECTORS  
REPORT TO MEMBERS  
ABOUT COVENANT CHANGES**

**SUMMARY**

The Lake Limerick covenants should be amended, for two reasons: to remove the sunset provisions, which would make the covenants expire in 2010; and to make the covenant language about the Architectural Committee conform to State law.

Members are asked to sign (notarized), and return their written agreements to the amendments so they can be recorded with the Mason County Auditor.

**DISCUSSION**

1. **History.** The five Lake Limerick covenants were made in 1968, about 35 years ago. They are a blueprint for the rules that apply to the lots at the Lake Limerick development. They have survived many changes at Lake Limerick, and, generally, continue to be and relevant.

2. **The Exceptions.** There are two significant problems within the covenants.

a. **Sunset Provisions.** The covenants contain, in two separate places, a "sunset" provision. These say generally that the covenants will expire in 2010, unless enough owners sign a document agreeing to continue them. They also may be interpreted to require that the covenants expire altogether in 2025.

b. **Architectural Committee.** The covenants establish an Architectural Committee, and grant it independent authority to make final decisions for the entire development. This Committee is not elected, but appointed. Most members would prefer a system that puts final covenant compliance decisions in the hands of elected Board directors, who answer to the members.

The covenant system for the Architectural Committee is also contrary to Washington State law. Currently, the Board is not following the covenants, and following Washington State law, as it must, but this is, again, contrary to the language of the covenants. The Board believes it is better to fix the covenant language to make it conform to the law.

3. **The Solution.** We do not really know why the covenants were written this way. The state law that applies to the Architectural Committee language was adopted just before the covenants were recorded, so it may be that the developers were not familiar with that law. And the sunset provision for the covenants is unusual. Looking back, it would have been more reasonable to simply provide that the covenants can be amended or abandoned with the vote of 55% of the members; now, Article XV of the covenants does allow members to make amendments to the covenants. My experience is that there is sometimes no good reason for the language developers choose. Another good example is the voting requirement of the owners of 55% of the total acreage, rather than 55% of the owners. Why should

owners of larger lots have more say in the result? Often, developers borrowed language from previous developments, without regard for how well that language fit the new development. That may be what happened here.

The Board believes the best solution is to simply amend the covenants to delete the sunset provisions and straighten out the Architectural Committee problem.

4. **How Will This Work?** Five separate documents have been prepared, one for each division. Each has been recorded with the Mason County Auditor. The amendments are considered in five separate votes. For each division, owners of lots or building sites "having an aggregate area equivalent to not less than 55% of the total area of the division" must sign a document agreement to the amendment. Again, I don't know why this is based on area instead of just lots. There doesn't appear to be a reason. The signatures must be acknowledged (notarized). Both husband and wife must sign for a marital community. For ownerships other than a single person or a marital community, either all persons on title must sign (including spouses who may not be on title), or a copy of a document giving signing authority to a particular person needs to be attached.

If you have specific questions, call the Club attorney, Robert Wilson-Hoss, at 426-2999, and he will be glad to help, at no cost to you.

Once you sign, please return the signature page to the Club office.

5. **Then What?** Once about 55% of the lot owners have returned their signed agreements for any division, a surveyor will evaluate the percentage of the total area of the division that these signatures represent, and certify the results. This certification, along with an explanatory statement, will then be recorded for that division. Once all five divisions are done, the process will be finished.

The Board has until 2010 to gather signatures, but it is important for you to send yours to the Board as soon as possible. The Board hopes and expects that this will be a smooth process, but the longer we wait, the more the pressure increases.

6. **What happens if the Amendments don't pass?** First, it probably means that there are no applicable property condition covenants that apply after 2010. Any lot owner could do anything on any lot, subject to local, state and federal laws, of course. Local zoning currently allows group homes of all kinds, single family residences, churches, hobby farms, cell towers, cottage industries, and cemeteries.

It would not be surprising if property values were to decrease significantly.

Also, the common areas -- the lake, golf course, inn, beaches, and so on - would be owned by a non-profit association, but it would not be a homeowners' association. If at least one division adopted the covenant amendments, the Board would decide what to do with those common areas free from any of the current covenant restrictions, and the protections for owners under the Washington State

Homeowners' Association Act. Beyond that, it is not entirely certain who would be able to use the lake, water system, beaches, Inn, and other common areas, and how maintenance, for example, would be paid for. Certainly, the water system would operate as a for-profit system as to any divisions no longer in the association, which would mean rate changes.

If none of the divisions adopt the covenants, then the assets of the association would all be sold, and the new owners would be required to comply with County zoning, but not Lake Limerick covenants.

The Board is not trying to pressure you into signing by parading the horrible results of the loss of the covenants, but it believes it is reasonable to give you this information as a fair and frank introduction to some of the problems that will arise if the covenants are not amended.

7. **Questions?** If you have questions, please call the Club at 426-3581, or, again, the Club attorney, Robert Wilson-Hoss, at 426-2999.

Dear Lake Limerick Member:

The Board of Directors is asking that you consider agreeing to the proposed Covenant Amendments that are enclosed. You will find, with this letter, a Report to Members explaining the covenant changes, followed by the changes themselves, followed by an Agreement to Amendment. All of these should relate specifically to your Division. Also enclosed is a return envelope.

The Board would appreciate it if you would review this material and consider signing the Agreement to Amendment, having your signature notarized, and returning the document to the Lake Limerick office in the enclosed envelope as soon as you can.

We hope you will agree that the amendments keep the basic structure of Lake Limerick. There are two primary purposes. One is to bring Lake Limerick into compliance with Washington State law which says that final covenant compliance decisions must be made by the Board of Directors, which is elected by the membership, and not by an appointed Architectural Committee. Second, the current covenants expire by their own terms in 2010. These amendments would allow them to continue after that time.

Lake Limerick Country Club will be providing more information about the proposal, as well as conducting informational meetings. Also, please feel free to call the office if you have any questions.

We look forward to hearing from you at your earliest convenience. Thank you very much for your consideration.

Sincerely,

Tom Taylor, President  
Board of Directors  
Lake Limerick Country Club

May 7, 2003

Tom Taylor, President  
Lake Limerick Country Club  
790 East St. Andrews Drive  
Shelton, Washington 98584

Re: Covenant Amendments

Dear Tom:

I am enclosing with this letter a complete set of documents that can be used in the covenant amendment process. You will note that there are five separate sets, because the covenant amendments, as you know, must be undertaken on a division-by-division basis.

Therefore, what you will find includes the following, for each Division:

1. **Proposed Amendment to Restrictive Covenant.** I need you to sign all five of these, and have your signatures notarized, and return them to me, as soon as possible.
2. **Instructions to Members.** This letter will be furnished to each member.
3. **Report to Members.** This also will be furnished to each member. It explains what the proposed changes are about.
4. **Agreement to Amendment.** This is a document that needs to be signed by individual members, before a notary.
5. **Amendment to Restrictive Covenant.** This is a two-page document setting out the amendment. This will go with the package to individual members.
6. **Certificate of Amendment, Lake Limerick Board of Directors.** These you hold on to, until the process is complete. The President of the Board of Trustees at that time, and the surveyor, will each sign these and return them to me.

The process will be as follows:

1. You sign and return the five proposed amendment documents. I then record these five documents, which will produce five separate recording numbers.
2. We then put the Agreement to Amend in final form by including the recording numbers, for each of the five Divisions. We then send you originals of the Agreements to Amendment, one for each of the five Divisions.



Tom Taylor, President

May 7, 2003

Page - 2

3. You will then have final Proposed Amendment, Amendment, Agreement to Amendment, Report to Members, Instructions to Members, and Certification of Amendment documents. Of these, Instructions to Members, Report to Members, Amendment, and Agreement to Amendment should be stapled together, in that order, and enough of these produced to hand out to all lot owners. I can recommend that you use either a commercial printing service, or at least a commercial copy service. We always get good rates at the Office Supply Store; if you want me to call and ask, I would be happy to do so.

4. You then distribute the packages to the members.

As you can see from my letter to the membership, I am suggesting information be presented, probably in the newsletter, and additionally at informational meetings.

Once these materials are sent out, it will simply be a process of tracking what comes in. Once we get to the point where we need more signatures, we should talk about other good ways to gather the consents. In my opinion, this may well include paying somebody to go door-to-door on a summer weekend, along with other strategies.

I have been asked a couple of questions about the nature of the agreements. First, the votes that count are the owners of lots or building sites. Although technically the golf course, lake bottom, park and so on are denominated as lots on the plats, it appears to me to be the intent of the language that the only votes in this amendment process are to come from actual building site lot owners. This can include Lake Limerick, for the lots that it owns, including the well sites.

Also, there was a question about the Replat of Lot 2, Division 2. Originally, Division 2 was platted with several large lots, which became the golf course. One of these large lots was Lot 2. The original plan changed, and Lot 2 became less attractive as a golf course lot, than as additional individual lots. Therefore, this larger Lot 2 was replatted into several smaller lots.

Therefore, all of the Replat of Lot 2 of Division 2 is simply part of the original Division 2, and no special concerns need to be met with respect to changing covenants that apply to this area.

One other thing that may be useful is for the office staff to all become licensed as notaries. I am guessing that there will be a need for many notaries, and if we want members to sign and return these notarized, then we ought to make notaries easily accessible.

I look forward to the return of the five signed and notarized proposed amendment to restrictive covenants.

Please call if you have any questions.

Sincerely,

ROBERT D. WILSON-HOSS

RWH:ss  
Encls.

**LAKE LIMERICK COUNTRY CLUB, Inc.**  
**LAKE REGULATIONS AND RESTRICTIONS**

**LAKE USAGE**

- 1) Violation of any Federal, Washington State, Mason County or LLCC Lake Regulations/Restrictions may result in the suspension of member's boating privileges and/or the assessment of a fine.
- 2) Members shall be responsible for their guests conduct. RELATIVES, FRIENDS', AND GUESTS' POWERED VESSELS, SHALL NOT BE PERMITTED.
- 3) Wind surfers and all persons being towed, shall wear an adequate approved floatation device.
- 4) Swimming, inner tubes, or a mattress type device SHALL NOT be allowed lakeside of buoy line during skiing hours.
- 5) Buoys are NOT to be used by swimmers as floatation devices or to tie up to.
- 6) Launching of a trailered boat from personal property is prohibited.
- 7) No parking of motor vehicles within 20 feet of the shoreline.
- 8) Overnight parking of cars, vessels and campers SHALL NOT be allowed at any community access areas.

**BOATING USAGE**

- 9) All member vessels (paddle, canoe, sail, fishing, ski, etc.) shall be identified with their division and lot numbers.
  - a. The numbers are to be 3 inches high and of a CONTRASTING COLOR.
  - b. The numbers are to be displayed on the hull (towards the stern), on the port **and** starboard sides. If they cannot be seen there, then they are to be displayed on the port **and** starboard sides of the windshield.
- 10) All members' vessels, which require Washington State Registration, must be registered with the State, and also, be registered with LLCC.
  - a. On INITIAL application for the LLCC watercraft tag, the original Washington State Registration must be presented.
  - b. The LLCC watercraft tag shall be permanently attached to the vessel hull and be clearly visible, either on the port or starboard side. If it cannot be seen there, then displayed on the windshield.
  - c. Your LLCC registration shall be carried on board, at all times.
  - d. Being a new property owner or having a new vessel is no excuse for non-registration, or the lack of your division and lot number.
  - e. All vessels with Washington State Registration and NO division/lot numbers or LLCC watercraft tag WILL BE ASKED TO LEAVE THE LAKE, unless actively fishing from that boat.
- 11) No motorized vessels over 19 feet in length are allowed on the lake. Vessel length will be as stated on the State of Washington Vessel Certificate of Title and/or Vessel Registration. Vessel length, if disputed, will be established by physical measurement consistent with Washington State Law, WAC 308-93-285 – Vessel Length Measurement.
  - a. Exception: Pontoon boats up to 20 feet in length are allowed, provided overall engine horse power does not exceed 60 horse power.