



**- LAKE LIMERICK COUNTRY CLUB
BOARD OF DIRECTORS MEETING
December 16, 2006
MINUTES**

The meeting was called to order by President Scott Carey at 9:17 a.m.

I. ROLL CALL:

Members Present: President Scott Carey, Treasurer Esther Springer-Johannesen, Directors Dick Sirokman, Dave Kohler, Lee Dormuth, Carolyn Parker, and Water Chair Nan Stricklin. Secretary Shirley Toner, Vice President Tom Taylor, and Don Johnson, were absent.

Guest attending: Karen Kohler, Linda Smith and Brian Smith.

II. GUESTS FROM THE FLOOR: Request to be added to the agenda - None

III. APPROVAL OF MINUTES:

The Minutes for November were not available due to the power outage.

IV. FINANCIAL REPORT: Esther Springer-Johannesen Treasurer

Financials were not available due to Marianne Koch being away from the office with a broken leg. Sheila will try and get them completed as soon as possible, when they are available they will be emailed to members and available in the office for any guests who wish to see them.

V. CONSENT AGENDA: (Committees motions)

a. The Architectural Committee made a motion to approve the Higginbotham's to stay in their RV over the winter due to his illness.

b. The Lake Dam Committee made a motion that LLCC contract with Mike Kipp to build a picnic structure at Log Toy Park. Complete structure with concrete pad, includes metal roof (turn key job).

c. The Lake Dam Committee made a motion that Kimber Construction build a new dock at Anglia Park for the bid amount of \$24,368.

A motion was made by Dick Sirokman seconded by Lee Dormuth and passed with no nays as follows:

To approve the consent agenda items as presented.

VII. OLD BUSINESS: these items will be reviewed next month

VIII. NEW BUSINESS:

1. Resolutions:

Two Resolutions were presented to the Board for attachment to the Architectural Applications.

a. Drainage

Motion was made by Dave Kohler, seconded by Esther Springer-Johannesen and passed as follows:

To accept the Resolution "Drainage" with the next sequential number.

b. Lot Violations – Successive Owner/Members

Motion was made by Dave Kohler, seconded by Dick Sirokman and passed as follows:

To accept the Resolution "Lot Violations – Successive Owner/Members" with the next sequential number.

2. Liability Insurance Renewal

Lake Limerick has accepted the bid from Philadelphia Insurance Company, Broker Brown and Brown, Agent Paul Fischer in the amount of \$34,849.00

IX. CORRESPONDENCE: None

X. ANNOUNCEMENTS: None

XI. A MOTION TO CONVENE TO CLOSED SESSION WAS MADE BY:

XII. CLOSED SESSION:

XIII. A MOTION TO RECONVENE TO OPEN SESSION WAS MADE BY:

XIV. MOTION TO ACCEPT ALL CLOSED SESSION MOTIONS: no motions were made.

XV. MOTION TO ADJOURN MEETING WAS MADE BY:

Dick Sirokman, seconded by Esther Springer-Johannesen and passed as follows:

To Adjourn the meeting at 9:44 a.m.

These minutes have not been approved by the Board of Directors

Respectfully Submitted by: Sheila Hedlund



LAKE LIMERICK COUNTRY CLUB
790 East Saint Andrews Drive, Shelton, WA 98584
Phone (360) 426-3581, Fax (360) 426-8922
Email Lakelim@hctc.com Web site: <http://www.lakelimerick.com>

Special Board Meeting 2:20 January 20, 2007

Roll call: President Scott Carey, Vice President Tom Taylor, Treasurer Esther Springer-Johannesen, Secretary Shirley Toner, Directors Dave Kohler, Lee Dormuth, Dick Sirokman, and Carolyn Parker.

Special Board meeting was for discussion regarding the 2010 project after input from the community.

Motion made by Dick Sirokman, seconded by Dave Kohler and carried as follows:

To approve the proposed amendment to Restrictive Covenants of Lake Limerick for divisions 1,2 and R,, 3,4, and 5.

Motion made by Dave Kohler , seconded by Esther Springer-Johannesen and carried to adjourn the meeting.

Respectfully submitted,

Shirley Toner
Secretary

cc:Robert Wilson-Hoss

LAKE LIMERICK COUNTRY CLUB

RESOLUTION NO 2006 - _____

DRAINAGE

1. Issue. Lake Limerick is a residential homeowners' association development located in Mason County, Washington. The area around Lake Limerick, and the development itself, are subject to significant rainfall several months of the year. This means that many individual Lots face challenges with drainage of surface and underground waters. The original developers platted Lake Limerick with several dedicated drain way easements, and provided other easements for drainage as well as ingress and egress and utility placement.

The original development took place in the 1960s. The developers built streets, as well as some limited drainage facilities, according to their plan for the development. The streets, and related drainage facilities within the rights of way, were dedicated to the public; the other common areas were deeded to the Lake Limerick Country Club. Lake Limerick itself did not construct the drainage facilities, and is not responsible for the acts of the developers in doing so. Subsequently, Mason County has constructed, altered or removed some of the original drainage facilities on the road rights

Washington State law provides that an uphill Lot owner may pass surface water, and probably underground water, downhill to an adjacent Lot owner, so long as certain conditions are met. First, the water cannot be collected, channeled and discharged onto the downhill lot in a way that discharges significantly more water or the water in a significantly different manner, so that the downhill Lot is damaged. Second, the uphill owner must use reasonable care, in good faith, to minimize damages to the downhill owner.

Mason County does respond to requests for help with drainage that involves their facilities, including culverts under roads, and it is also subject to the general rules discussed above about limits on the free discharge of water onto a downhill lot.

The essential question is often how the water would flow naturally, and what changes were made to those flows that cause damages.

Lake Limerick does have the ability to prohibit projects on Lots where those projects will have an adverse effect on neighboring Lot owners. Its Covenants specifically allow the Board to disapprove a project application "by reason of the reasonable dissatisfaction of the (Board) with the grading plan...." In addition, in almost all of these cases, the project development is also in violation of one or more Mason County rules, including the

material provided. Lake Limerick will approve such drainage plans unless it has reasonable dissatisfaction with the plans, based on the resulting effects on adjacent and other properties, in light of the legal standards for the same for Washington State; or unless the County disapproves the same, in which case they are also disapproved for Lake Limerick purposes.

If at any time after the approval of the drainage plans as specified, (1) the actual construction varies from the plans as approved; or (2) the plans are determined to be in error, as shown by the actual conditions after construction, so that other Lots are damaged, again in light of the legal standards for Washington State in this regard; then the approval shall be automatically revoked, and the Lot shall be subject to violation remediation requirements as specified in Lake Limerick rules and regulations. This applies to the original owner/member who submits a plan, and/or performs the work, as well as any successor owner/member.

We certify that the above Resolution No. 2006 - ____, **Drainage**, was duly adopted by the Board of Directors on the ___ day of _____, 2006.

President, Board of Directors

Secretary, Board of Directors

LAKE LIMERICK COUNTRY CLUB

RESOLUTION NO 2006 - _____

LOT VIOLATIONS – SUCCESSIVE OWNER/MEMBERS

1. Issue. Sometimes a Lake Limerick owner/member (member) undertakes work on a Lot that requires a permit either (1) without a permit, or (2) in violation of permit terms and conditions. Lake Limerick has a system for responding to such problems. Sometimes, the member sells the Lot before the violations have been properly addressed. And sometimes the buyer, who is now the successor owner/member, is not told by the seller of any problems with violations.

2. Authorities. The Lake Limerick Covenants apply restrictions to lots, and projects undertaken on Lots. If a Lot has violations, and those violations continue after it is sold, the new member is responsible for correcting those violations. In addition, the expenses incurred prior to sale follow the Lot, and although they are not personal obligations of the new member, they do constitute part of any lien on the Lot itself.

3. Problem. This concerns Lake Limerick. Recently, it has faced

especially the Covenants, also provide notice of the responsibilities of owners.

We certify that the above Resolution No. 2006 - ____, **Lot Violations, Successive Owner/Members**, was duly adopted by the Board of Directors on the ____ day of _____, 2006.

President, Board of Directors

Secretary, Board of Directors

3

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

DOCUMENT TITLE:	Proposed Amendment to Restrictive Covenants
REFERENCE NUMBERS OF RELATED DOCUMENTS:	226802
GRANTORS:	Scott Carey, President Lake Limerick Country Club
GRANTEES:	1. Lake Limerick Division 3 2. The Public
LEGAL DESCRIPTION:	The Plat of Lake Limerick Division 3, recorded in Volume 6 of Plats, pages 118 to 128, both inclusive, records of Mason County, Washington
ASSESSOR'S PROPERTY TAX PARCEL NOS.	32122-50-00001 to 32122-50-00497

**PROPOSED
AMENDMENT TO RESTRICTIVE COVENANTS
LAKE LIMERICK, DIVISION 3**

COVENANT LANGUAGE REGARDING AMENDMENTS

The Lake Limerick Declaration of Covenants, Conditions and Restrictions for Division 3 says that the Covenants can be amended as follows:

After January 1, 1975, the owners of record of lots or building sites in said Tract having an aggregate area equivalent to not less than 55 percent of the total area of all said property may, at any time, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto by instrument in writing signed by

said owners and acknowledged by them so as to entitle it to be recorded in the office of the County Auditor of Mason County, State of Washington.

INTRODUCTION TO PROPOSED
AMENDMENT TO RESTRICTIVE COVENANTS
LAKE LIMERICK DIVISION 3

The following is the proposed Amendment to Restrictive Covenants of Lake Limerick, Division 3. After recording this Proposed Amendment, Lake Limerick will gather signatures agreeing to this Amendment. 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 the 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 3 will be amended as set forth below for all purposes.

PROPOSED
AMENDMENT TO RESTRICTIVE COVENANTS
LAKE LIMERICK, DIVISION 3

Introduction

No change.

Article I

No change.

Article II

No change.

Article III to read:

The Declarant has caused to be formed a Community Club to be known as the Lake Limerick Country Club, a Washington non-profit association. The Articles of

Incorporation and By-laws of said Lake Limerick Country Club shall be binding on the purchasers of any lot or portion of lot in the Tract described in Article I above, and shall be binding on their heirs, assigns, or any future holder. Said Lake Limerick Country Club will be responsible for the care and maintenance of the areas known as "Green Belt Areas" and the recreation areas, as well as for the care and maintenance of the Dam.

Article IV

No change.

Article V to read:

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 a reasonable time 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 Lake Limerick Country Club, 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.”

Article VI

Replace references to “the Architectural Committee” with “Lake Limerick Country Club” at (a), (d), (f), (g), (i) (two places), (j), and (l).

At paragraph (b), to read in part, at the final sentence, “as may be permitted by Lake Limerick Country Club.”

Article VII

No change.

Article VIII

Change “Architectural Committee” to “Lake Limerick Country Club.”

Articles IX to XII

No change.

Article XIII to read:

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

Article XIV

Delete "and/or the Architectural Committee" in the second paragraph and delete "the Architectural Committee" in the third paragraph.

Article XV

Change "per cent" to "percent."

Article XVI

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

Article XVII

Delete reference to "the Architectural Committee."

DATED this _____ day of _____, _____.

LAKE LIMERICK COUNTRY CLUB

SCOTT CAREY, President

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this _____ day of _____, _____, personally appeared before me SCOTT CAREY, 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: _____

PROPOSED AMENDMENTS SHOWING STRIKETHROUGHS AND ADDITIONS

**DECLARATION OF RESTRICTIONS
(LAKE LIMERICK – DIVISION NO. 3)
Mason County, Washington**

This declaration, made this 11th day of May, 1967 by LAKE LIMERICK ASSOCIATES, hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of record of that certain real property in Mason County, Washington hereinafter described, and

Whereas, Declarant desires to establish a general plan (hereinafter called "said general plan") for the improvement and development of said property (hereinafter referred to as "said Tract") which is hereinafter more particularly described, and

Whereas, in accordance with said general plan, Declarant desires to subject said Tract to the following covenants, conditions, restrictions and reservations (hereinafter referred to as the "conditions") upon and subject to which all or any portion of said Tract shall be held, improved and conveyed:

**NOW, THEREFORE, KNOW ALL MEN
BY THESE PRESENTS:**

That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of the said Tract and that in accordance with said general plan said Tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the said Tract and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part or portion of said Tract, but also each and every future owner thereof or of any part thereof: (b) shall inure to the benefit of not only the Declarant but also to the benefit of each, every and any future owner of each, every and any portion or portions of the said Tract and to the benefit of Lake Limerick Country Club, a Washington Corporation; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant, its successors and assigns, and by Lake Limerick Country Club, but also by each, every and any future owner of any portion of the said Tract.

Said general plan and said conditions now made applicable to said Tract are as follows:

I

The Real property subject to this Declaration is situated in Mason County, State of Washington and is more particularly described as follows:

"Lake Limerick Division No. 3, a plat in Mason County, Washington, recorded, (or to be recorded) in the office of the County Auditor of Mason County, located in the State of Washington".

II

Whenever used in this Declaration, the following terms shall have the following meaning:

- a. "Said Tract" means the property described in Article I above.
- b. "Building", "structure", and "outbuilding" shall include both the main portion of such structures and all projections therefrom.
- c. "Lot" means one of the numbered parcels on the map of said Tract recorded in the office of the Mason County Auditor, State of Washington.
- d. "Street" means any street, highway or other thoroughfare shown on the map of said Tract.
- e. "Said general plan" means the general plan herein provided for.

III

The Declarant has caused to be formed a Community Club known as the Lake Limerick Country Club, Inc. a Washington non-profit corporation. The Articles of Incorporation and By-Laws of said Lake Limerick Country Club shall be binding on the purchasers of any lot or portion of lot in the Tract described in Article I above, and shall be binding on their heirs, assigns, or any future holder. Said Lake Limerick Country Club will be responsible for the care and maintenance of the areas known as "Green-Belt Areas" and the recreation areas, as well as for the care and maintenance of the Dam.

~~Declarant has established an "Architectural Committee" which shall continue under the direction of the Declarant until January 1, 1975 at which time authority over said committee may be transferred to the Lake Limerick Country Club, Inc., EXCEPT that Declarant may transfer at an earlier date to a lawfully established governing body of the Lake Limerick Country Club Inc. Duties and powers of the "Architectural Committee" are detailed in the following covenants, restrictions, etc., but are not necessarily restricted thereto.~~

IV

- a. Declarant will construct a Club House on a portion of Lots 289, 290, 291, 292 and 293, in Division 2 of the Plat of Lake Limerick. Tennis courts and other improvements will also be added for the benefit of Lake Limerick Country Club, Inc. These improvements, together with those lake front lots, will be deeded to the Lake

Limerick Country Club, Inc., who will maintain them and the improvements thereafter.

- b. Declarant may establish a sales office in said Club House until January 1, 1971, EXCEPT that Declarant may locate sales office of a temporary nature elsewhere in the Lake Limerick Development.
- c. Declarant will construct a golf course on Lots 1, 3, 5, and 6, Division 2 of the Plat of Lake Limerick.
- d. Declarant has constructed a dam and lake in Division 3 to be known as Lake Leprechaun. This lake and dam will be deeded to the Lake Limerick Country Club, Inc., who will continue to maintain same. This lake will be limited to rowboats, canoes, fishing and swimming. No power boats will be permitted. No docks will be permitted. Structures or swimming floats, if any, must be approved by the Architectural Committee. This privately owned lake will be used for Lake Limerick lot owners and their guests.

V

- a. No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remolded, placed, maintain or permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications therefor, 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 to and approved in writing by ~~any two (2) members of the "Architectural Committee" which shall be composed of (3) three members, selected as hereinafter set forth.~~ Lake Limerick Country Club.

- ~~b. The members of the Architectural Committee shall be selected and appointed by Declarant. Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by Declarant. The Architectural Committee shall be initially composed of the following three members:~~

~~Kenneth W. Engle~~

~~Mark J. Antoneich~~

~~Allan F. Osberg~~

- ~~e. Said plans and specifications shall be delivered to the office of the Declarant at 5125 25th Avenue N.E., Seattle Washington (98105), or at any such other place as shall be designated by Declarant or its authorized agent.~~

- ~~b. d.~~ Said Architectural Committee 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 ~~the~~ *its* reasonable dissatisfaction of ~~the Committee~~ with the grading plan, location of the structure on the lot or building site, the finished ground elevations, the color scheme, finish, design, 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 ~~the~~ *its* reasonable judgment of ~~the Committee~~ 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. ~~Said Architectural Committee~~ Lake Limerick Country Club may, if it so desires, adopt rules governing its procedure.

~~c. e.~~ The approval of ~~the Committee~~ 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 ~~the Committee~~ *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. f.~~ If ~~the Committee~~ Lake Limerick Country Club fails to approve or disapprove such plans and specifications and plot plan within ~~20 days~~ a reasonable time after said plans, specifications and plot plan have been submitted to it, it shall be presumed that ~~the Committee~~ *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~~ Lake Limerick Country Club, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of ~~the Committee~~ Lake Limerick Country Club having been obtained as required by this declaration, ~~and the Architectural Committee shall have power to require correction of the irregularity, or enter in, and correct same, and bill for necessary services.~~

~~e. g.~~ Before starting any construction, clearance must also be secured from the appropriate Mason County Governing bodies.

~~h.~~ ~~The powers and duties of the Architectural Committee shall cease after 2010, unless prior to said date and effective thereon a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee, and providing the procedure for appointing his or their successors.~~

VI

~~i. j.~~ ~~If the Committee Lake Limerick Country Club~~
a. No lot in this tract may be subdivided EXCEPT:

- (1) Where, in the case of 3 contiguous lots, the outside 2 lots each are increased in size by a portion of the middle lot. In the event, VI-b relative to one single family dwelling would hold permitting only 2 houses on the 3 lots.
 - (2) Where in the opinion of the ~~Architectural Committee~~ Lake Limerick Country Club, a division of a lot would not be detrimental to the neighboring lots or the Tract.
- b. No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on lots in this Tract, EXCEPT as specifically permitted elsewhere in these restrictions, other than one single family dwelling per lot designed for occupation for not more than one family together with appurtenant outbuildings provided however, that if and while two or more of said lots in said Tract or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous are held in the same ownership and only one main residence is located on said combined area, the other lot or lots or portions thereof may be used for private out buildings and grounds appurtenant to such main residence. Land owned by the Lake Limerick Country Club including the Green Belt areas may have buildings as may be permitted by ~~said Country Club and the Architectural Committee~~ Lake Limerick Country Club.
- c. Outbuildings or garages erected and maintained upon on any of said lots or building sites shall conform generally in architectural design and exterior material to the finish of the dwelling houses to which they are appurtenant, and may be, but need not be attached to said dwellings.
- d. There shall not be erected or maintained on lots in said Tract any residence which shall have a living area on first floor of less than 600 square feet, exclusive of carports, garages and covered porches unless approved by ~~the Architectural Committee~~ Lake Limerick Country Club, with the following exceptions:
- Lots (1) through (18) inclusive---720 square feet minimum
 - Lots (29) through (31) inclusive---720 square feet minimum
 - Lots (32) through (36) inclusive---720 square feet minimum
 - Lots (37) through (63) inclusive---800 square feet minimum
 - Lots (64) through (111) inclusive---720 square feet minimum
 - Lots (113) through (118) inclusive---720 square feet minimum
 - Lots (296) through (303) inclusive---720 square feet minimum
 - Lots (312) through (322) inclusive---720 square feet minimum
 - Lots (270) through (295) inclusive---720 square feet minimum
- e. No building shall be erected nearer than 30 feet from street lot lines and must maintain side lines of 5 feet---EXCEPT that roof lines may extent to 3 feet front side lot lines. On lake or stream lots, no building or structure shall be erected, located or maintained nearer than 50 feet from the waterfront lot lines---EXCEPT that on Lake

Leprechaun, and on stream lots, an uncovered porch may extend and added 8 feet toward the lake lot lines, or toward the stream lot lines.

- f. A shed, tent, garage, trailer or other outbuildings may be used as a residence temporarily or permanently with the approval of ~~the Architectural Committee~~, Lake Limerick Country Club.
- g. No building or structure shall be moved onto any land embraced in said Tract from any land outside of said subdivision without permission of ~~the Architectural Committee~~, Lake Limerick Country Club.
- h. Until January 1, 1975, no person, except Declarant or its duly authorized agent, or its successors in interest, shall erect or maintain upon any part of said Tract or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind, EXCEPT that an owner may place his own "For Sale" sign on his property, and a builder may place his sign during construction and subsequent offer for sale.
- i. No fence, wall or hedge shall be planted, erected, located or maintained upon any of said lots in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract. ~~The Architectural Committee~~ Lake Limerick Country Club shall have the power and authority to modify the conditions and restrictions contained in this subdivision (i) of paragraph VI as to any lot in said Tract, if said ~~Architectural Committee~~ Lake Limerick Country Club, in its absolute discretion, deems it necessary or advisable to do so. Fences shall not be erected, located or maintained on any lot nearer than 15 feet to any street lot line, AND, on the Lake Front Lots and stream-front lots, no nearer than 50 feet from the Lake Lot Lines and the stream front lot lines.
- j. Construction of docks or other structures extending into Lake Limerick or into or over any body of water or stream must be approved by ~~the Architectural Committee~~, Lake Limerick Country Club.
- k. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings or structures are fully completed and painted. All structures shall be complete as to external appearance, including finished painting within 10 months from date of commencement of construction, unless prevented by cause beyond the owner's control.
- l. ~~The Architectural Committee~~ Lake Limerick Country Club shall establish boat speeds on Lake Limerick and generally control operations of boats as to size, speed, water skiing, powerboats, etc.
- m. Outside fires may be built only as permitted by the governing authorities of Mason County, State of Washington and the Forest Service.

- n. We the platters of Lake Limerick Division Number Three, by and through the Presidents of Lake Limerick Corporation and Osberg Construction Company do hereby warrant and guarantee Lots 18, 28 through 31, 70 through 80, 123, 138, 139, 143, 144, 221, through 224, 249, through 252, 258, 259, 273, through 276, 284, through 286, 469, 495 through 497 shall not be sold nor held for sale until such time as they are brought to meet the present date standards and qualifications of the Thurston-Mason County Health District.

VII

At the discretion of the Declarant, certain lots may be reserved for the specific purpose of constructing a well, erecting and maintaining thereon a water storage tank or tanks and for all purposes necessary to a water system. At such time as such use is discontinued or abandoned, said lots shall thereafter be used for the purpose of erecting and maintaining single family dwellings and shall be subject to all the covenants, conditions and restrictions herein contained which are applicable to such single family dwellings.

Declarant will furnish water in the streets in front of all lots. Each lot owner member of Lake Limerick Country Club shall be entitled to one hook-up, to the private water system upon its installation. The cost of the hook-up, materials and labor to be paid for by the owner of the lot. Any charge for water service will be based on a rate not to exceed the rate as permitted by the Washington State Public Service Commission.

The Declarant will install and operate the water system until such time as the Lake Limerick Country Club, Inc. is duly formed and it is determined that a transfer to the Lake Limerick Country Club is in order. The buyer and Declarant further agree that the Declarant, at its discretion may transfer, free of charge, ownership, control and maintenance and operation of the water system to the non-profit Lake Limerick Country Club, Inc. of which the buyer is a member.

VIII

No horses, cattle, cows, sheep, rabbits, pigs or other animals, fowl or poultry shall be kept, raised or permitted on said Tract or any part thereof, except that domestic cats, dogs and birds may be kept as household pets upon said Tract, provided, that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. The actual number permitted may be determined by ~~the Architectural Committee~~, Lake Limerick Country Club. Declarant may establish stables for the benefit of lot purchasers and for the operation of riding stables.

IX

Declarant hereby reserves and further declares that upon the conveyance of any lot in said Tract, there is reserved the following:

- a. All the water rights in, under, or flowing over said property, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom.
- b. All lots shall be subject to an easement five feet in width and parallel with and adjacent to all lot lines for purposes of installation and maintenance of utilities and drainage.
- c. Any conveyance by the Declarant shall except such easements so reserved from any grant or conveyance hereafter made of said Property.

X

The owner of each lot of said Tract shall keep such lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of the default in the performance of this covenant, the Declarant, its successors or assigns, hereby reserve the right to enter upon the property of such owner and remove all weeds and rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the Declarant, its successors or assigns within (5) five days after written demand therefore. If not paid, said charges may be foreclosed as a lien against the lot and the lot owner shall be responsible for costs and reasonable attorney fees.

XI

Said Tract shall not, nor any part thereof, nor any lot or building site therein be used for the purpose of mining, quarrying, drilling, exploring for, taking or producing therefrom, water, oil, gas or other hydrocarbon substances, minerals or ores of any kind, EXCEPT as reserved by previous owners, and properly recorded in the office of the Mason County Auditor; And EXCEPT that Declarant may drill for water as required to supply lot owners in Lake Limerick Development.

No noxious or offensive activity shall be carried on upon said Tract or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

No hunting shall be permitted and the use of firearms is prohibited within the Tract.

XII

The owners of any lot in said Tract or portion of said Tract shall be bound by the Articles of Incorporation and the By-Laws of the Lake Limerick Country Club. Dues and Assessments as levied in accordance with said By-Laws and Articles of Incorporation of Lake Limerick Country Club, Inc. shall constitute a lien against the lots in the Tract described in Article I and can be foreclosed by Lake Limerick Country Club, Inc. in the manner provided by the laws of the State

of Washington for the foreclosure of liens, including interest on the amount due together with reasonable attorney fees.

An easement is hereby established for road purposes, ingress, egress, and utilities for the mutual use and benefit of owners of Lots 101, 102, 103, 104, 105, 106 and 107 in this Division No. 3. Said easement shall exist over the northerly 15 feet in width of each of the aforementioned lots and shall run with the property; AND

An easement is hereby established for road purposes, ingress, egress and utilities for the mutual use and benefit of owners of Lots 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159 and 160 in this Division No. 3. Said easement shall exist over the southerly 15 feet in width of each of the aforementioned lots and shall run with the property.

XIII

The covenants, conditions and restrictions herein contained shall run with said land ~~and shall be binding and in force and effect until December 31, 2010~~, for the mutual benefit of all the lots and building sites in said Tract.

~~At any time prior to December 31, 2010, the owners of record lots or building sites in said Tract, subject to this Declaration, having an aggregate area equivalent to not less than 55 percent of the total area of all of said property may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract to December 31, 2025, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the Mason County Auditor, Shelton, Washington.~~

~~The easements and reservations herein contained shall be perpetual unless released by the Declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.~~

XIV

Upon any breach or violation of any of the conditions, covenants, restrictions or reservations herein contained, the premises directly affected by such breach or violation shall forthwith revert to Declarant, or its successors in interest in the ownership of the reversionary rights herein, who shall have the right of immediate re-entry and possession; provided, that a breach of any of the said covenants, conditions, restrictions and reservations and/or any reversion of title as herein provided shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to said premises or any part thereof, but all said covenant, conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said premises.

The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or the Lake Limerick Country Club, Inc. ~~and/or the Architectural Committee~~ and/or any owner or owners of lots or building sites in said Tract the right to prosecute a proceeding at law or in equity against the person or persons who have

violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or enjoin them from so doing, to cause said violation to be remedied, or to recover damages for said violation.

The result of every act or omission whereby any covenant, condition, restriction or reservation herein contained is violated, in whole or in part, is hereby declared to be and shall constitute a nuisance and every remedy allowed by law or in equity against an owner shall be applicable against every such result and may be exercised by Declarant, Lake Limerick Country Club, Inc., ~~the Architectural Committee~~, or the owner or owners of any lot, building site or portion of said Tract.

In any legal or equitable proceeding for the enforcement or to restrain the violation of any provision of this declaration, the prevailing party shall be entitled to recover such reasonable attorney's fees as the court shall award from the unsuccessful party or parties.

The remedies contained and set forth in Article XIV shall be cumulative and not exclusive.

XV

After January 1, 1975, the owners of record of lots or building sites in said Tract having an aggregate area equivalent to not less than 55 ~~per cent~~ percent of the total area of all said property may, at any time, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the office of the County Auditor of Mason County, State of Washington.

XVI

Any and all of the rights, powers and reservations of the Declarant and/or Lake Limerick Country Club, Inc. ~~and/or the Architectural Committee~~ herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or Lake Limerick Country Club, Inc. ~~and/or the Architectural Committee~~ pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant and/or Lake Limerick Country Club, Inc. ~~and/or Architectural Committee~~.

XVII

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, Lake Limerick Country Club, Inc., ~~the Architectural Committee~~, and the owner or owners of any portion of said Tract, or their and each of their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, The Declarant herein has caused its name to be hereunto subscribed by it's duly authorized agents the day and year first above written.

LAKE LIMERICK ASSOCIATES

By _____
Vice-President of Osberg Construction Co., Inc.

By _____
President of Lake Limerick Corporation

STATE OF WASHINGTON
COUNTY OF KING

On this _____ day of _____, 1967, before me personally appeared Allan F. Osberg to me known to be the vice-president of Osberg Construction Co., Inc. and Mark J. Antoncich to me known to be president of Lake Limerick Corporation (the combination of the two corporations being known as Lake Limerick Associates) who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of each on oath stated he was authorized to execute said instrument and that seals affixed are the corporate seals of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington residing at Seattle