



BOARD OF TRUSTEES - LAKE LIMERICK COUNTRY CLUB

March 17th 2007 9:00

MINUTES

I. ROLL CALL:

President Scott Carey, Vice President Tom Taylor, Treasurer Esther Springer-Johannesen, Secretary Shirley Toner, Directors Dick Sirokman, Dave Kohler, Lee Dormuth, Carolyn Parker, and Water chair Nan Stricklin. Don Johnson was excused. Marianne Koch employee.

Guest attending: Don Pupera, Sandy Austin, Karen Kohler, Ron Gruszezyski.

II. GUESTS FROM THE FLOOR: none

III. APPROVAL OF MINUTES:

A motion was made by Dick Sirokman, seconded by Shirley Toner and passed with no nays as follows:
To accept the minutes of February 2007 with the corrections of the spelling of Esther Springer Johannesen's name.

IV. FINANCIAL REPORT: **Esther Springer-Johannesen Treasurer**

A motion was made by Dick Sirokman, seconded by Dave Kohler and passed with no nays as follows:
To accept the Financials of February 2007.

A motion was made by Dick Sirokman, seconded by Shirley Toner and passed with no nays as follows:
To roll over the March CD of \$10,000 for another year.

February 2007 Financial Recap

| | 2007 | 2006 |
|--------------------|------------|------------|
| Cash in Bank Admin | 53,336.76 | 95,773.04 |
| Cash in Bank Water | 208,279.28 | 38,617.68 |
| Reserves Admin | 128,876.35 | 110,144.49 |
| Reserves Lake Mgmt | 7894.77 | 12,079.43 |
| Reserves Water | | 77,190.35 |

* Water has moved reserve money into Simpson checking account as it is obtaining higher interest rates than prior savings/cd accounts.

| | 2007 | 2006 | Budget |
|----------------------|------------|------------|------------|
| Revenue Admin | 57,723.40 | 53,230.26 | 56,758.34 |
| Gross Revenue Sales | 55,294.21 | 53,052.61 | 66,799.00 |
| Net Income | 113,017.61 | 106,282.87 | 123,557.34 |
| Direct Costs | 8,790.56 | 3,261.27 | 13,038.92 |
| Gross Profit | 104,227.05 | 103,021.60 | 110,518.42 |
| Expenses | 99,156.26 | 67,295.56 | 104,852.39 |
| Operating Profit | 5,070.79 | 35,726.04 | 5,666.03 |
| Other Income/Expense | 1,539.30 | 2,025.79 | - 636.54 |
| Net Profit | 6,610.09 | 37,751.83 | 5029.4 |

V. CONSENT AGENDA: (Committees motions)

Dave Kohler as chairman of the Lake/Dam Committee requested to withdraw the first motion of the Lake Dam Committee; this is part of an already approved motion.

Discussion held on Wednesday night dinners at the Inn, it was agreed that the kitchen would run on a limited staff of three, for the month of April for a trial. The restaurant needs to cover cost.

Esther would like to investigate the shipping cost of the picnic tables, she maybe able to ship cheaper through her work.

A motion was made by Dave Kohler, seconded by Esther Springer Johannesen and passed with no nays as follows:

To consent agenda for March 2007 with the first Lake/Dam motion removed.

VI. REPORTS

1. Capital expenditures' update: Scott reported that Log Toy Structure and the maintenance shed are done.

After a member fell in the parking lot in front of the Inn bids were obtained to fix the lot. The cost was high, so it was suggested that the maintenance staff fill holes as they occur, and that on next years budget the board could look into redoing, the entire lot for a permanent solution.

The bids on the replacement of the HVAC system came in at \$13,900.00 which was under the approved budgeted amount. This would eliminate the metal shed in front of the inn and bring the system up to current codes.

A motion was made by Dick Sirokman, seconded by Esther Springer Johannesen and passed with no nays as follows:

To accept the bid from Capital Heating of \$13,900.00 to replace the HVAC system for the Inn as outlined in the bid.

2. Frank Foundation Slash: There were more trees brought down in the green belt then previously approved by the board, the clean up is not completed. The board will get a full accounting and a report will be filed for the records. This will be on the agenda at the next meeting.
3. Park updates: Log Toy is done, Banbury Park is getting planted today, and the dock at Anglia is being checked into. The check list for the parks was discussed and better feed back from maintenance to the Lake/ Dam Committee was suggested. Esther stated that with better inspections, repairs could be done before major work is required.
4. Nan Stricklin reported that there are three new candidates for the board Brian Smith, Sue Ayers and Warren Hoffman. Scott Carey, Esther Springer Johannesen and Shirley Toner, are also running again. Water Committee candidates are Steve Saylor and Roger Alberts.

VII. OLD BUSSINESS:

1. Acct. Software & POS: Pro Shop. The POS at the Pro Shop is delayed due to defective equipment and waiting for replacement parts.
2. 2010 Project: There is a mailbox flyer with some misinformation that has gone out to Division four and five. The board discussed addressing this information, as the project proceeds. The newsletter will address some issues. Mailings have gone out to Divisions five; four, three and two will be this week. Notarization can be done in the office.
3. Park Host: The park host for Anglia Park has resigned due to injury, and Dave Kohler will be reviewing the other applications. Compensation in the future was discussed, with possibly free golf.

VIII. NEW BUSINESS:

1. Golf Pro: A new golf pro, Dave Jackson has been hired; he is originally from this area.
2. Resignation of Don Johnson: Don Johnson has resigned due to a change in employment. An appointment of a replacement will be tabled until after the elections.
3. Dave Kohler wished to report that the weed treatment on the lake will be the same coverage as last year. Although the treatment was successful the effectiveness was at

60% with a goal of 80%. Lake Dam committee is going forward on getting someone at Lake Limerick licensed to apply treatment.

IX. CORRESPONDENCE: dog letter was turned over to the hearing committee.

X. ANNOUNCEMENTS:

1. Planting Party at 9 am today at Banbury Park, Fishing Derby is on Saturday April 28th, Lunch sales at the snack shack with proceeds to go to maintaining the patrol boat. Breakfast will be available in the restaurant 8 a.m. to noon.
2. St Patrick party tonight, Candidates night March 31st; April 8 is Easter Brunch; Annual Meeting is April 21 with the Crab Feed that night. The restaurant will have Mothers Day Brunch and will be open for dinner that night , as a trial due to request. Please check with Nita Castelluccio for information on the Easter Egg Hunt.

XI. MOTION TO CONVENE TO CLOSED SESSION:

A motion was made by Dick Sirokman, seconded by Esther Springer Johannesen and passed with no nays as follows:

To convene to closed session to discuss legal matters.

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

XIII MOTION TO RECONVENE TO OPEN SESSION:

A motion was made by Dick Sirokman, seconded by Esther Springer Johannesen and passed with no nays as follows:

To convene to closed session to discuss legal matters.

XIV. MOTION TO ACCEPT ALL CLOSED SESSION MOTIONS:

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

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

To accept motion made in closed session, regarding a legal matter.

XV. MOTION TO ADJOURN MEETING:

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

To adjourn meeting.

Minutes are not approved by the Board of Directors until April meeting.

Respectfully submitted by Marianne Koch



BOARD OF TRUSTEES - LAKE LIMERICK COUNTRY CLUB

March 17th 2007 9:00

AGENDA

I. ROLL CALL:

President Scott Carey, Vice President Tom Taylor, Treasurer Esther Springer-Johannesen, Secretary Shirley Toner, Directors Don Johnson, Dick Sirokman, Dave Kohler, Lee Dormuth, Carolyn Parker, and Water chair Nan Stricklin

Guest attending:

II. GUESTS FROM THE FLOOR: Request to be added to the agenda

III. APPROVAL OF MINUTES:

A motion was made by DS, seconded by ST and passed with ___ nays as follows:
To accept the minutes of February 2007 with the following corrections if any:

correction to spelling

IV. FINANCIAL REPORT: Esther Springer-Johannesen Treasurer

A motion was made by DS, seconded by DK and passed with 0 nays as follows:
To accept the Financials of February 2007 with the following corrections if any:

A 2 roll over DS ST 0

CONSENT AGENDA: (Committees motions)

A motion was made by DK, seconded by ES and passed with ___ nays as follows:
To consent agenda for March 2007 with the following corrections if any:

exception of motion 1 UD

VI. REPORTS

1. Capital expenditures' update: parking lot, HVAC,
2. Frank Foundation Slash
3. Park updates:

VII. OLD BUSSINESS:

1. Acct. Software & POS: Pro Shop.
2. 2010 Project
3. Park Host:

*worst treatment
some sign - treatment was
effect 2010 goal is 8020
Lisa -*

VIII. NEW BUSINESS:

1. Golf Pro:
2. Resignation of Don Johnson

IX. CORRESPONDENCE: dog letter,

*Mary
Rehner*

X. ANNOUNCEMENTS:

1. Planting Party at 9am today at Banbury Park, Fishing Derby is on Saturday April 28th, Lunch sales at the snack shack with proceeds to go to maintaining the patrol boat. Breakfast will be available in the restaurant 9a.m. to noon.
2. ST Patrick party tonight, Candidates night the 31st of March; April 8th is Easter Brunch; Annual Meeting is April 21st with the Crab Feed that night. The restaurant will have Mothers Day Brunch and be open for dinner that night also, as a trial due to request.

XI. MOTION TO CONVENE TO CLOSED SESSION:

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XIII MOTION TO RECONVENE TO OPEN SESSION:

XIV. MOTION TO ACCEPT ALL CLOSED SESSION MOTIONS:

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

XVI. MOTION TO ADJOURN MEETING:

addition to ad

CD roll over - OS ST motion to roll over
just as from last year - P

Discussion of needs with limited staff
one cook, waitress & dishwasher - travel agent
only -

Same Rollin \$400.00 shipping Esth. of Dan to drive

in ~~the~~ chain - and chain

Log toy truck done
inside Bldg in finished
side on parking lot - ~~Some~~ cost for
patch job was high so it ~~small~~ was suggested
possible redo complete front parking lot -
in next year capital budget.

HOAC - Bid - \$13,950.00 ^{this would solve} ~~be the~~
problems of mut current codes - this bid is
under approved budget

DS ES case capital Heating bid of

② Cumbert - removal of trees - cleanup not yet
complete - Board will continue to monitor
full report will be put into the record.
This will be on the agenda at the next Board

③ Park - deal @ on fair on track Log toy done
Barbra Platny to day - Linda Smith
was going to check on Log toy check repair
Possible monthly check on clocks -
Disc on check list - follow thru -

Old/

① Pro Shop system was defective waiting on replacement -

② 2010 4/5 ~~discuss~~ discussion with 2010 -
~~rebuttal~~ rebuttal

③ Parkfest - lined up - Angler has
reference on to injury - several appropriate
possible compensation for system - prove & prove off

(NB) @ guy pro hired - very from this area
familiar with local -

④ recognition of board member due to change
of employment & absence - appointment
of replacement tabled until after elections

Election nominations are posted in vesting
Baron Smith, Sue Ayres, Warren Hoffman
ST 'ES JCI

Roger Abbotts, Stew Saylor

Tommy Jay of Utah Dubon leaving

3/28 Sat -

unlike in the ProShop
security is the priority

motives to concern to cloud session

PS ES

Guest

Dan PUPERA
SANDY AUSTIN
Karen Kohler
Rox Guszczewski

LAKE LIMERICK COUNTRY CLUB

GUEST PASS GUIDELINES

Purpose

The purpose of a guest pass is to provide a means for our Park Hosts, Lake Patrol members and LLCC Security Patrol to identify guests of members when they are at a LLCC park. The intent is to discourage persons that are not Lake Limerick members, or guests of members from using our facilities.

Guidelines

- 1) A member in good standing may request two passes without charge, from the office. Additional passes may be requested at a cost of \$5.00 each.
- 2) Guest passes will display the Lot and Division of the member to which they are issued.
- 3) Lot owners are responsible for the passes and the conduct of any person they have allowed to use the passes.
- 4) A guest pass may be used by up to four individuals at a time, without the member present.
- 5) Groups larger than four require a member to be present.
- 6) Children under 12 must be accompanied by an adult.
- 7) A guest pass is to be carried by the guest when at a Club park, and must be available and shown when requested.
- 8) New passes will be issued annually with the new passes being effective by March 1st of each year.

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

From: umppy
Date: 3/11/2007 1:14:45 PM
To: sbtoner@lakelimerick.com
Subject: Fw: Dog Complaint 02-028

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

From: umppy
Date: 3/11/2007 1:12:44 PM
To: sbtoner@lakelimerick.com
Subject: Dog Complaint 02-028

I was shocked when I received a complaint notice about a dog that was barking excessively dated on Feb. 16, 2007 at my residence. I followed up with this and everytime my dog was put outside, I went out also. At no time did he bark excessively. He actually didn't bark at all, most of the time. He gets excited at times, whenever he gets a scent of a cat. There are numerous cats that are allowed to run freely and poop in my garden and flowers. He is in the house or garage most of the time. I leave for work at 6:30 am and return at 3:30, so perhaps that is when this person has complained. He is fenced in and I have him on a leash when we go for a walk. You sent me a bill for \$100.00 on March 1, 2007 and I would like to appeal this. I have lived out here for 8 years and I have never missed or been late with a dues or water payment. I respect the house and area I live, and try to respect others. There are numerous dogs barking, especially across the highway, I have noticed this when I get up in the middle of the night to go outside with my dog to go to the bathroom. I'm sorry that this person had to complain, but I wonder if they mistaken my dog for someone elses? I will continue to observe my pet whenever he goes out and try to follow your rules. Thanks, Gary

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No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.1.413 / Virus Database: 268.18.10/720 - Release Date:
3/12/2007

3/14/2007

marianne koch

From: "Rob Wilson-Hoss" <rob@hctc.com>
To: "Lakelim" <lakelim@hctc.com>; "Tom Taylor" <tom@tpmusa.com>; "Scott Carey" <bkrtrash@zhonka.net>; "Scott Carey" <scarey@greendiamond.com>
Sent: Friday, March 16, 2007 8:51 AM
Subject: FW: NORMOYLE VERSES LAKE LIMERICK

Scott, Here is Mr. Normoyle's response. He did not take advantage of the opportunity to respond to any of my concerns about legal or factual issues. This should also be provided to the Board members prior to the meeting tomorrow. And the reason I gave him a copy of letter to you is that to be completely fair to the member, he must be shown such letters that are provided to the full Board along with the investigation package, so that he can respond to the information that is going to the Board. Otherwise, if we ask him to respond, he will not know some of the information we are asking him to respond to. Rob

Robert D. Wilson-Hoss
Hoss & Wilson-Hoss, LLP
236 West Birch Street
Shelton, WA 98584
360 426-2999
rob@hctc.com

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

From: srn@reachone.com [mailto:srn@reachone.com]
Sent: Friday, March 16, 2007 12:14 AM
To: rob@hctc.com
Cc: srn@reachone.com
Subject: NORMOYLE VERSES LAKE LIMERICK

Mr. Hoss, as I expected there is a complete breakdown in communication. Your report letter to Mr.Scott is tainted with inaccurate and damaging statements. Your report is biased in its design and places all the fault on me.

I think that you may have under estimated my intelligence.Or have you? Why did you give me a copy of the letter to Mr. Scott? Did you NOT think I would be upset by the intentional inaccuracies,conclusions of fact and law without solid proof? My reputation have been damaged. Do you not think that I know you will use any and all written information shared with me as a defense? Do you not know that I know that reaching a settlement is not the number one prioirty of most lawyers?

As the cronology goes, I made it very clear that I was not going to an architectual committee when 3 of the agents had treated me unfairly.

I asked for a meeting with Mr. Carey and he denied me that opportunity.

This whole thing would have been resolved long ago if Mr. Carey had not turned his back on me and force me to deal with their legal counsel instead.

You mentioned in your letter to Mr. Scott that I am uncooperative? How dare you say that? I stopped every single time a stop work order was posted. I did so in protest, but I stopped. I have written many many letters, and cautiously, I met with you but quickly discovered your purpose of the meeting with me was for you to try to extract out of me any comments that would build your case against me.

It is dispicable how you treat fellow human beings.

You have intentional run up service fees so high that unless we reach a out of court settlement, I will be forced to sue Lake Limerick to protect myself.

You also mentioned in your letter to Mr. Carey that I told the planning department that you or lake Limerick was going to be buying the property and taking care of the issues. I find it hard to believe that you would take a simple conversation out of contents as you did. I simply said to Stephanie at planning there may be a settlement soon and if it occurs I will notify her as to the outcome.

I suggested mediation to you so that I we could get a third party to assist in resolution. That fell on deaf ears.

EMAILS: You summarized the email communication between us which are incomplete misleading, and damaging to any fair resolution.

Lake Limerick has created a new permit process without my knowledge. It is clear that the modifications are further designed to discourage development in lake Limerick and to curtail owner's property rights. It is clear to me that the main purpose for these sudden changes to your permit process is to further seek to protect lake Limerick from liability.

I want a resolution to the issues, but it is impossible to accomplish that through you. A resolution through you would mean financial suffering to me, a no fault position from lake Limerick, and fines imposed on me.

I am tired of being treated like some misfit. I have NEVER encountered such disrespect and abuse of power in any Association and it's legal counsel I have been involved with in 30 years.

I demand that this letter in it's entirety be delivered to Mr. Scott and the Board of Directors prior to their next meeting slated for Saturday March 17, 2007. You are not to summarize this letter as you did with much of my written communication through you.

My recommendation is to immediately seek a mediator. I am very confident that a fair resolution can be reached with this approach. As you know my brother is an attorney who resides in Olympia. But any involvement with my legal counsel representing me will only be if litigation is commenced from either party.

I ask that I receive in written form a statement signed by those in authority from the board of director's notifying me of the board's decision in my request to bring in a professional mediator.

I respectfully ask for this letter no later than March 19, 2007.

I do NOT expect or welcome a letter from you responding to this letter. There is no bigger insult you could impose on me than to continue to write me lengthy letters in rebuttal to my letters, then bill like limerick, who in turn bills me. The person that suffers from this intentional misuse of power is the member who finds himself caught in this web. Homeowner Associations are not to be used as a cash cow for attorney's. It is simply a disgrace to society.

I will no longer accept letters from you, Mr. Hoss. I see no further reason to communicate with you. I will accept a letter from the Board of Director's only. I ask that your office contact me when this letter is available for me to pick up. If the letter is not going to be made available to me on Monday as requested, I ask that your paralegal contact me with the date I can expect it.

Time is of essence.

best regards,

Mr. Dana Normoyle

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No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.1.413 / Virus Database: 268.18.11/723 - Release Date: 3/15/2007

HOSS & WILSON-HOSS, LLP

Attorneys at Law

Richard T. Hoss
Robert D. Wilson-Hoss236 West Birch Street
Shelton, Washington 98584(360) 426-2999
fax (360) 426-6715
rob@hetc.com

March 12, 2007

Dana Normoyle
Delivery by faxRE: *Lake Limerick*

Dear Mr. Normoyle:

As you know, I have asked many times for you to provide the association with any further information, factual or legal, that would support your claims against Lake Limerick, or your defenses against Lake Limerick's concerns.

If you are aware of any such information, please provide it to me by Thursday, March 15, 2007. This will allow me to review it and advise Lake Limerick prior to its Board meeting on March 17. At that meeting, the Board will discuss your issues in closed session. It is imperative that you provide any other information that you may have prior to that time, and at least by Thursday, March 15, for it to be considered.

As you have seen from my investigative report, there is much more that could be done prior to reaching a complete understanding of what you have done, and the proper response. Because of your clearly communicated need for early action, the Board is going to consider the issues at its meeting this Saturday. If for any reason you want the Board to delay its consideration, please let me know immediately and I will discuss the request, and the reasons for the request, with my client.

Sincerely,



Robert D. Wilson-Hoss

cc: Client

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

FAX COVER SHEET

DATE: 03/12/07 TIME: 5:20pm NUMBER OF PAGES 2
(Including Coversheet)

FAX TO: SHEILA
LAKE LIMERICK

FROM: **Gavin Phillips, Paralegal**
Hoss & Wilson-Hoss, LLP

FAX NO: 426-8922

FAX NO: (360) 426-6715

RE: NORMOYLE

If you do not receive the total number of pages indicated, please call (360) 426-2999 and ask for Gavin.

CONFIDENTIALITY NOTICE

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TO: Lake Limerick Members
FROM: The Board of Directors
ABOUT: Covenant Amendments

Recently, an anonymous letter was given to members in Divisions 4 and 5. It says many things about the proposed Covenant Amendments. Some of them are not true.

The Board has held two town hall public meetings about this issue, and it was also discussed at length at last year's October annual meeting. Everyone at those meetings got a chance to ask all the questions they wanted to ask. Almost everybody at those meetings, with just a very few exceptions, thought the amendments were a good idea. Many of those members own lots in Divisions 4 and 5.

We also have a web site, with a Q & A section that tries to answer all of the questions we have been hearing. Go to www.lakelimerick.com and look for the Bulletin Board section. This will give you the answers to questions that others have asked. If you have any other questions, call the office and we will get you the answers.

Back in 2004, we saw some very similar looking and sounding anonymous letters to the members about how Lake Limerick was adopting its budgets. These letter writers insisted that Lake Limerick was breaking the law and basically cheating the members. You may remember those letters. The Board believes that some or all of the people responsible for those accusations are behind the anonymous letters we are seeing now.

You may also remember the outcome. In Mason County Superior Court, the judge ruled against each and every one of the claims these members made. He also ruled in favor of each and every claim or response that Lake Limerick made. Finally, he ordered that the people who made the accusations against Lake Limerick had to pay \$14,000 to Lake Limerick as a result.

Anyone can write anonymous letters. The Board wants you to be able to understand all of the issues, so please just ask if you have any questions. The information we give you will be our honest, best response to what you need to know.

An example of misinformation in the anonymous letter is what it says about the water system. First, it says that the Board has been making threats about this for years. That is simply untrue, as anyone who was at any of the three membership meetings where this was discussed will tell you. We made a major point of saying we were not threatening anyone, and weren't going to - that the covenant amendments were just a good idea, all by themselves, and we weren't going to try to scare people into voting for them.

And if you want to know what the Board says about the water system, go to the website, and look at the Q & A about this. Compare it to what the letter says. Then you decide if

Lake Limerick is not being honest with the members. The fact is that this is a very difficult question. But it will be addressed by the entire membership, if need be, and we will all reach a fair and reasonable, and legal, result.

As to the letter's question of what happens to the "share in the corporation" of the members in Division 4 and 5 if they opt out, this comes from a misunderstanding of how all homeowners' associations work. Again, look at www.lakelimerick.com for accurate information.

This all boils down to what the Board has been saying all along. The cost to a member of staying in Lake Limerick is the payment of the annual assessment. In return, the member gets higher property values, the use of the facilities as members, and restrictions on what your neighbors can do with their lots.

Here's an example of what the anonymous letter does not tell you. If any division becomes separated from Lake Limerick, Mason County zoning will determine what can and cannot be done on the lots in that division. Here are the possible uses for this area: Single-family residential, hobby farms (small scale commercial agriculture, including aquaculture and wood lots), churches, local community and recreation centers, group homes, cell towers, fire stations, fish hatcheries, public utilities, essential public facilities, schools, commercial day care centers, cemeteries, and home occupations and cottage industries. That is what your neighborhood could look like over time. Is that what you want next door? Of course, Lake Limerick only allows single family residences (except where federal or state law requires, in certain limited circumstances).

In the past, some people wrote anonymous letters about the Lake Limerick Board, and gambled that they were right with their own money- \$14,000 that they were ordered to pay Lake Limerick, plus what they had to pay for their own lawyer. Now, the Board believes that some or all of the same people are telling you again that the Lake Limerick Board is wrong, but this time they want to gamble with your money - the value of your most important possession, your property.

Please check the website and/or call if you need more information.

STOP AND READ - LOT OWNERS IN LAKE LIMERICK

All lot owners in divisions 4 and 5 have received documents from the Lake Limerick board. They are asking us to sign this document in front of a notary. Many of you do not understand what this is all about. This flyer's purpose is to try to point out a few things you should think about before you decide to sign, or not to sign, that legal document.

1. Professionals, including attorneys, always advise people not to sign anything that you do not understand. Do not feel pressured or rushed into signing any legal document. Protect yourself by preventing problems in the future. Ask questions of the board members until you do understand. There are far too many unresolved problems and lot owners deserve the right answers to all the questions.

2. If you are confused about how the board has presented their **two** primary reasons for this amendment, think about what it really means. What they are claiming is that the first reason is necessary to give the board control over the architectural committee in accordance to State law. This could be considered a necessary technical change, however pay close attention to their second reason. The real purpose for the amendment is to **delete the possibility of any division or divisions to separate from** the Lake Limerick corporation **ever** and to prevent the corporation from being dissolved entirely before the 2010 expiration date and beyond. Why would the board combine both of these reasons in the same amendment?

3. Once the board has your notarized signature on this legal document, affecting your property for both reasons, and if 55% of the **area** in your division sign agreeing to both reasons, that document will be recorded and become a deed restriction on your property **forever**. Many believe there will be an upcoming vote for or against their plan on a ballot. This is not true. By signing this legal document you are saying yes to both reasons. If you ignore it by not signing it, you are saying no to their plan.

4. Think about it. Do homeowners in divisions 4 and 5 benefit equally? Most of us do not use the facilities and yet most of our assessment is to cover the subsidies created by operating the restaurant, bar & golf course. Remember, they need our money so why haven't they offered options? Are you concerned about how high the **assessments will be in the future?**

5. What would happen if they did not get the 55% of the area in division 4 & 5 to agree with their plan? All of us would no longer be apart of the association. **No more assessments!!!** Your rights would be restored. Without covenants, no more board control of your property. They claim your property values would decline which is a myth because property values are based on the market only regardless of if you are in this association or not. Property values have increased overall in Mason County and statewide.

6. They claim we would no longer have access to the facilities or the lake. Lake Limerick is open to the public for fishing. The golf course/pro shop is also open to the public. Annual social memberships are available to those who wish to use the restaurant and bar. So even if divisions 4 & 5 were not in the association, lot owners would still have the opportunity to fish, golf or eat **based on user fees** rather than the high assessment and the fear of **liens or foreclosure**.

7. For years most of us have heard and believed the threats made about our water being shut off if we tried to get out of the association. Recently at the two meeting in January, their attorney made those same threats. This is false!!! **The Department of Health has confirmed that LLCC is a municipal water system and they cannot shut your water off if you are no longer in the association.** The Utilities Commission would regulate any rate increases. Even if your water rates increased slightly, at least you would be getting something for your money and you would not be forced to pay the high assessments.

8. As lot owners, each of us has a vested dollar share value in the assets of LLCC including the common areas and the water distribution system. If division 4 & 5 opted out, meaning the board did not get the 55% of the area of any one or both divisions to agree with their plan, what happens to our share value in the corporation? The board has not addressed this with lot owners. Without any possibility of member input or vote, the board has already committed all common property to their plan to continue the association. As share holders, is this fair? Remember that electing board members is in April.

RENTERS make sure the lot owner gets this informational flyer.



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>

Dear Lake Limerick Member:

The Board of Directors is asking that you consider agreeing to the proposed Covenant Amendments that I am including with this letter. As you may know, the members have had two town meetings about this topic, and it has been presented and discussed in a variety of other ways as well. The Board believes that the membership supports the amendments, and asks for your help.

There are two primary reasons for the amendments. One is to make the covenants comply with state law. As they were originally written, they give the Architectural Committee final authority over building projects and property condition problems. This is contrary to state law, and the interests of the members. We think it works better for the members if an elected Board is responsible for the actions of the association, and not an appointed committee.

Second, the covenants themselves are set to expire in 2010. The proposed amendments allow the covenants, and the association, to continue beyond that date.

A form for your use is also enclosed. If you agree with the amendments, then you, and any others who are named on the title to a lot, must sign where indicated, and have your signatures notarized. If you own more than one lot, you may use one form, and just list all of the lots you want covered. Please then return the signed, notarized statement of agreement to the office.

As always, if you have questions or concerns, please contact the Limerick office, 426-3581, or the association attorney, Rob Wilson-Hoss, at 426-2999.

Sincerely,

Scott Carey
President, Board of Directors
Lake Limerick Country Club

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.



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

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. Antoncich
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

~~d. g.~~ If the Committee Lake Limerick Country Club shall be dissolved or discontinued, then

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 per cent 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



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>

Dear Lake Limerick Member:

The Board of Directors is asking that you consider agreeing to the proposed Covenant Amendments that I am including with this letter. As you may know, the members have had two town meetings about this topic, and it has been presented and discussed in a variety of other ways as well. The Board believes that the membership supports the amendments, and asks for your help.

There are two primary reasons for the amendments. One is to make the covenants comply with state law. As they were originally written, they give the Architectural Committee final authority over building projects and property condition problems. This is contrary to state law, and the interests of the members. We think it works better for the members if an elected Board is responsible for the actions of the association, and not an appointed committee.

Second, the covenants themselves are set to expire in 2010. The proposed amendments allow the covenants, and the association, to continue beyond that date.

A form for your use is also enclosed. If you agree with the amendments, then you, and any others who are named on the title to a lot, must sign where indicated, and have your signatures notarized. If you own more than one lot, you may use one form, and just list all of the lots you want covered. Please then return the signed, notarized statement of agreement to the office.

As always, if you have questions or concerns, please contact the Limerick office, 426-3581, or the association attorney, Rob Wilson-Hoss, at 426-2999.

Sincerely,

Scott Carey
President, Board of Directors
Lake Limerick Country Club

This is the cover letter being sent out on Feb 23rd.
Please keep by your phone along w/ Q&A sheet (2/20)
so we can answer questions when members call.



COUNTRY CLUB

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>

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