



COPY

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

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

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

**COVENANT LANGUAGE REGARDING AMENDMENTS**

The Lake Limerick Declaration of Covenants, Conditions and Restrictions for Division 1 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 1**

The following is the proposed Amendment to Restrictive Covenants of Lake Limerick, Division 1. 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 1 will be amended as set forth below for all purposes.

Each record owner of a lot, including both husband and wife, must sign a separate Agreement to Amend, for each lot owned.

Please note that the original recorded Covenants for Division 1 have two consecutive "Article IVs." This can make things confusing. Below, the first is called "Article IV(a)," the second is called "Article IV(b)."

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

**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(a) to read as follows:

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

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

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

any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

d. If Lake Limerick Country Club fails to approve or disapprove such plans and specifications and plot plan within 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 IV(b)**

Replace references to "the Architectural Committee" with "Lake Limerick Country Club" at (a), (e), (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 V**

No change.

#### **Article VI**

Change "Architectural Committee" to "Lake Limerick Country Club."

#### **Article VII**

No change.

#### **Article VIII**

No change.

**Article IX**

No change.

**Article X**

No change.

**Article XI, to read as follows:**

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

**Article XII**

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

**Article XIII**

Change “per cent” to “percent.”

**Article XIV**

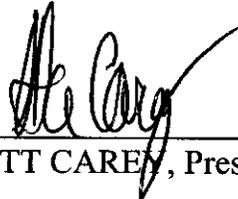
Delete “and/or the Architectural Committee” in three places.

**Article XV**

Delete “the Architectural Committee.”

DATED this 20th day of January, 2007.

LAKE LIMERICK COUNTRY CLUB



SCOTT CAREY, President

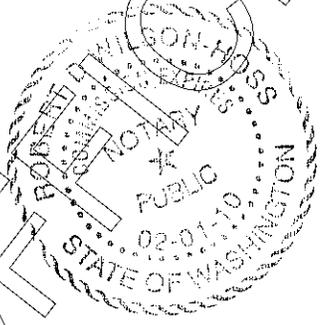
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF MASON )

On this 20th day of January, 2007, 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: Robert D Wilson-Hass  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON, residing in  
Shelton  
My commission expires: 02.01.10



UNOFFICIAL