



WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM
(Cover Sheet)

Return Address:

Lake Limerick Country Club, Inc.
E 790 St Andrews Dr
Shelton WA 98584

Please print or type information

Document Title(s) (or transactions contained therein):

- 1. Lake Limerick Country Club, Resolution 2013-01, Rental Regulations
- 2.

Reference Number(s) of Documents Amended:

Auditor # n/a

Claimant:

Lake Limerick Country Club, Inc.

Property Owner(s) (Last name first, than first name and initials) n/a

- 1.
- 2.
- 3. Additional names on page ____ of document.

Legal Description (abbreviated: i.e. lot, block, plat, or section, township, range) n/a

Additional legal is on page ____ of document

Assessor's Property Tax Parcel/Account Number n/a

Additional legal is on page ____ of document

**LAKE LIMERICK COUNTRY CLUB
RESOLUTION NO. 2013-01
RENTAL REGULATIONS**

I. PURPOSE

Lake Limerick Country Club is a successful, desirable residential development in rural Mason County. Through its Board of Directors, it attempts to administer its responsibilities fairly and reasonably. Those responsibilities include the provision of facilities and services to its members (defined as the people who own lots at Lake Limerick); working with these members to help make sure that lot conditions and activities within Lake Limerick meet neighborhood standards and Lake Limerick rules; and administering the exercise of its other powers pursuant to State law and its governing documents.

Lake Limerick members have an incentive to respect the property of others and of their association. They are owners of common properties, along with all other members, and have invested in Lake Limerick by buying a lot or lots within the development, often making their homes here.

The great majority of Lake Limerick members actively support the work of the association that has led to the current quality of life at Lake Limerick. However, there are some members who allow conditions on the lots that they own, and behaviors connected to those lots, to detract from this quality of life. Lake Limerick has found that a disproportionate number of these problem lots and behaviors involve rentals – members renting the homes they own at Lake Limerick to non-member renters. Lake Limerick attempts to resolve such matters through its existing systems and processes, including trying to reach collaborative solutions, hearings for members before taking formal action, and so on; but in some few cases, those attempts only seem to lead to chronic problems.

At Lake Limerick, all landlords are responsible for whatever lot conditions and other rule violations are caused by their tenants. The first part of these Rental Regulations gives Lake Limerick a way to prohibit certain members from renting their lots at Lake Limerick when these specific members have proved that alternate remedies are not enough to make sure that their tenants comply with Lake Limerick rules.

These rules apply to all circumstances where the member/owner of a Lake Limerick lot is not residing on the lot, but someone else is. Usually, this will be a basic rental relationship, subject to a written rental agreement, but it also includes any case where a nonmember adult lives on the premises without paying rent. Members' spouses are not considered renters, but adult children of members are considered renters. These rules therefore apply to any circumstances where at least

one of the record owners of a lot, or his or her registered domestic partner, does not reside on the premises, but someone else does; the terms "rent," "rental," and related terms apply to all such circumstances.

II. RESTRICTING RENTALS BASED ON PAST RECORD (THREE STRIKES RULE)

If a Lake Limerick member rents his or her Lake Limerick premises, as defined above, and the renters and/or the member/owner allows three or more substantial violations of Lake Limerick property condition or activity rules (strikes), so that there is a significant adverse effect on Lake Limerick generally, or a particular neighborhood, then that member/owner may not further rent those premises, or any other premises owned by that member, for a period of ten years.

Lake Limerick rules establish a system for investigating and processing reports of violations of Lake Limerick property condition and activity rules, generally administered by the Architectural Committee. These rules include the applicable Covenants, the Articles of Incorporation, the Bylaws, and other rules and regulations enacted by the general membership and/or the Board of Directors. Generally, when a report is received, it is investigated, and informal attempts are made to resolve the issues, if any. If informal attempts are not successful, then a formal fine may be issued, along with the possibility of an appeal. The Architectural Committee and its volunteers try to work together with the member to find a way to resolve the issues that can work for the member, and still comply with Lake Limerick rules. If that is not possible, then the Architectural Committee will make a decision, which then can be appealed to the Board of Directors.

This system of proceeding applies to property condition and activity violations that are reported to Lake Limerick, regardless of whether the property is rented or not. However, when an issue has to do with a renter's or owner/member's substantial violation of Lake Limerick property condition or activity rules, so that there is a significant adverse effect on Lake Limerick generally, or a particular neighborhood, then the member/owner will also be informed in writing that the matter potentially involves a "strike." A "strike" is a final determination that the issue meets these criteria.

Any claim that could result in a strike can be brought within a proceeding involving a violation complaint; in addition, two different claims of two different violations may be brought within the same proceeding. This means that any member/owner will have the opportunity to go through at least two separate proceedings before accumulating three strikes.

At both the Architectural Committee level, or on appeal to the Board of Directors, the rules for decision will be: (1) whether a violation exists; (2) whether it meets the test of "substantial violation" of Lake Limerick property condition or activity rules, so that there is a significant adverse effect on Lake Limerick generally, or a particular neighborhood; and (3) whether Lake Limerick proves these elements by a preponderance of the evidence (more likely than not). The Architectural Committee and Board will adopt processes for the administration of these matters that are fair and reasonable, and that offer the member a fair and reasonable right to be heard and offer evidence.

The determination of the Board shall be binding and final, and any reviewing court shall not substitute its judgment for that of the Board.

Once a final determination is made, the member will be notified of the results in writing. If a strike is found, a Notice of Strike will be filed for record with the County Auditor.

Once a third strike is found and recorded, an owner will be prohibited from renting the subject premises, or any other premises within Lake Limerick, for ten years from the date of the finding, and will be notified in writing of the same.

III. EFFECTIVE DATE, ALTERNATE REMEDIES

These provisions go into effect thirty days after approval. Lake Limerick reserves the right to any other remedies available at law or in equity for the enforcement of its rights. In particular, if the circumstances require more immediate action, or the renting member has demonstrated an unwillingness to cooperate with the system spelled out in this Resolution, the Board may determine to exercise any and all other remedies including immediate litigation.

THIS RESOLUTION was ratified by the Lake Limerick Country Club Board of Directors this 16th day of February, 2013.



President, Board of Directors



Secretary, Board of Directors