

**RETURN ADDRESS:**

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Shelton, Washington 98584

**Document Title(s) (Or transactions contained therein):**

1. Violation Remediation-Amendment to Resolution No. 2006-09
- 2.
- 3.
- 4.

**Grantor(s) (Last name first, then first name and initials):**

1. Lake Limerick Country Club
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_\_ of Document.

**Grantee(s) (Last name first, then first name and initials):**

1. Public-Residents of Lake Limerick Country Club
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_\_ of Document.

**Legal Description (Abbreviated: *I.e.*, lot, bloc, plat; or section, township range):**

Lake Limerick Country Club

**Legal Description is on Page \_\_\_\_ of Document.**

**Reference Number(s) (Of documents assigned or released):**

1916125

Additional Reference Numbers on Page \_\_\_\_ of Document

**Assessor's Property Tax Parcel/Account Number:**

**LAKE LIMERICK COUNTRY CLUB  
RESOLUTION NO. 2006-9**

**VIOLATION REMEDIATION – AMENDMENT TO RULES  
AS AMENDED  
FEBRUARY 16, 2008 AND JANUARY 16, 2010 AND FEBRUARY 20, 2010**

**1. Regulation**

Lake Limerick Country Club has the authority to enforce protective covenants and other rules that apply to the Lake Limerick Country Club development. Lake Limerick Country Club also has the authorities specified in the Washington State Homeowners' Association Act at RCW 64.38.020. Pursuant to these authorities, the Board of Directors adopts this Resolution No. 2006-9, Violation Remediation. The purpose of this Resolution is to provide notice to members of the applicable rules and regulations, and the enforcement system adopted herein.

All property conditions and activities within the Lake Limerick Country Club development are subject to all applicable local, state, federal and other laws and regulations, including those administered by any and all Mason County agencies. All permits granted by Lake Limerick Country Club are specifically conditioned on agreement to comply, and continued compliance with, any and all such laws and regulations. Failure to comply with any such laws and regulations will automatically make void, and not voidable, any Lake Limerick permit.

Rules that apply to the Lake Limerick Country Club development are provided for and contained within the applicable Lake Limerick Country Club Covenants, Articles of Incorporation, Bylaws, and other rules and regulations properly adopted. It is the responsibility of each member to understand and abide by these rules.

Each member is responsible for any and all actions of his or her family members, social or business guests, and tenants, when such actions involve in any way property or activities within the jurisdiction of Lake Limerick Country Club and/or violations of any Lake Limerick Country Club rules. Landlords are specifically responsible for all actions of their tenants, and all property conditions caused by their tenants. Landlords are responsible for both controlling behavior

and conditions, and payment of any resulting fines and other related fees and charges.

## **2. Violations – Penalties and Requirements**

**A. Violations.** The Board of Directors, by its President or other designee, may assess a fine of up to \$600 for any violations of Lake Limerick Country Club rules or regulations. They may also assess a fine of up to \$1200 for the second violation of the same or similar rules by the same member and up to \$1800 for the third or subsequent such violation. The Board of Directors may adopt and publish a more specific fine schedule as to any or all violations. Fines may be imposed only once for any particular violation, and are not to be imposed on a daily, or other recurring basis unless specified. New fines may be imposed for additional or changed violations.

**B. Basis for Determining Amount of Fine.** The amount of any fine shall be fair and reasonable under all of the circumstances, and may take into account the scope of the violation, its effect on the community, the difficulty of remedying the violation, any excuse or explanation, the degree of culpability, the cooperation of the violator after discovery, the need to deter other such violations, and any other relevant factors.

**C. Corrective Action.** In addition to a fine, the Board may impose requirements for corrective action and additional permit conditions, and/or continued stop work orders. These requirements shall be as needed to bring the member into compliance, and may take into account those factors specified in section B above. If corrective action is required, payment of a levied fine in no way releases a member from taking the corrective action.

**D. Restitution.** A member may also be required to pay an amount equal to the costs of responding to the violation, including restitution for work performed, and reasonable costs associated with the Association's response, as specified in the Bylaws.

## **3. Investigation and Resolution – Steps**

**A. Complaint.** A member's written complaint of violation of Association rules by another member must be submitted to the Board. The complaint may be of a violation of a specific rule from a resolution, or of any other Lake Limerick Country Club covenant, rule, or regulation. The Board will then refer the complaint to a Board committee that applies, or if none, it will retain the complaint with the Board as the "committee." When the term "committee" is used, it means

the applicable committee to which the complaint is referred or the Board itself if the complaint is not referred to a separate committee.

**B. Initial Investigation.** The committee chair then appoints an investigator to look into the matter. The investigation can include, but is not limited to, a site visit, talks with the responsible owner and other persons with knowledge, and consideration of other evidence. The investigation will be fair and reasonable, so that an unbiased member would be satisfied if he or she were the member investigated. The investigator shall begin with an open mind, and treat all members and others with respect, and shall conclude the investigation as quickly as reasonably possible.

**C. Initial Determination.** The investigator shall report the results of the investigation to the committee chair. If the committee chair determines that the complaint should not be followed up on, he or she shall discuss the matter with the President of the Board (unless the matter has not been referred to a committee, which means that the investigator will have already reported to the Board President), who shall have the final say. If the decision is to not continue the matter, this will be communicated to the member and the complainant. If the President determines that the complaint should be further considered, the investigator will proceed under Step D below.

**D. Negotiation.** If the complaint is to be further considered, the committee shall try to reach an agreement with the member. The committee shall attempt to work out a solution with the member that is reasonable and fair, and protects the rights of the entire membership, while giving the responsible member a reasonable opportunity to resolve the problem. If an agreement can be reached, it shall be reduced in writing and proposed to the Board for approval. If the Board approves, the parties shall sign the agreement.

**E. Board Determination.** If no agreement is possible, the committee shall recommend to the Board of Directors corrective action and or a fine. After consultation with the Board a response shall be mailed to the member by both regular and certified mail. It shall also include instructions telling the member how to appeal the determination of the committee to the Hearing Committee.

#### **4. Hearing Committee - General**

The member may either accept the decision of the committee, as approved by the Board of Directors, and comply with its terms, or ask for a hearing about the matter. If a member wants a hearing, he or she must make a request within ten days of the date the notice is mailed, by orally or in writing notifying the Board of Directors of his or her desire to have a hearing. If a hearing is requested, the matter

shall then be referred to the Hearing Committee for action. If the member does not appeal the decision, it becomes final after the time for appeal ends.

The member shall be notified of the time and place of the Hearing Committee meeting. The member may be granted one continuance request upon good cause shown; the Committee shall use reasonable efforts to arrange a meeting that the member can appear at. At the Hearing Committee meeting, the member, the Association, and any other interested members shall be given a fair opportunity to explain the circumstances and recommend a result. All Hearing Committee procedures shall be reasonable and fair to all concerned.

The Hearing Committee shall attempt to arrive at an agreed solution to the issues presented, while protecting the interests of the general membership; it may not at any time agree to or determine any result that is inconsistent with the Lake Limerick Country Club Covenants or controlling law.

If no agreement is possible, the Committee shall first determine whether a violation has occurred. If a violation has occurred, it shall take appropriate action, as specified in Section 2 (Violations) above. The Hearing Committee shall provide for a clear conclusion, specifying the rules violated and the fines and/or requirements imposed. It may also include reasons for its decisions. If the Committee does not reach a result at the hearing, it shall do so within 10 days after. It shall notify the member in writing as soon as it reaches its decision.

## **5. Enforcement**

**A. Failure to Comply.** If a member fails to comply with a Board or Hearing Committee decision or agreement issued pursuant to the provisions of this Resolution, the Board may institute any and all available proceedings, both legal and equitable, to require that he or she do so. When the failure to comply has to do with a lot condition, Lake Limerick Country Club also has the right to enter upon the property of a member and remove all weeds and rubbish, and do all other things necessary to place said property in a neat and orderly condition. The costs and expenses of doing so shall become due and payable from the member within its successors or five days after written demand for payment.

**B. Fees and Costs.** Any fees, expenses or costs to remediate violations, including attorney fees, and all other costs reasonably expended, of any nature whatsoever, in support of the proceedings, shall be paid by the member to the Association. This applies whether the Association proceeds pursuant to the system established pursuant to this Resolution, or whether it proceeds pursuant to any other available legal or equitable remedy; it also applies when the Board responds to any proceeding brought by anyone else.

**C. Liens and Lien Foreclosure.** Any amounts due the Association pursuant to this Resolution, including but not limited to fees, expenses and costs as set forth above, shall constitute a lien against the member's property or properties, the same as Association liens for nonpayment of assessments; all as specified in the Bylaws. The Board may file and, if necessary in its judgment, foreclose such liens in the same manner; and it may also ask the Court for injunctive relief, requiring that the member comply with the applicable rules and regulations as well as the orders of the Board. In the event that the Board is required to seek judicial relief, the Court shall award to the Association, in addition to any other judgment, its fees and costs as set forth above. The provisions of this Resolution are in addition to, and not in replacement of, any and all other remedies available to the Board for the violation of any of its rules and regulations of any nature.

### **6. No Waiver**

Under no circumstances may the investigator, the Board President, the Board, the Hearing Committee, or anyone else acting for the Association waive or agree to any violation of any Lake Limerick Country Club covenants, rule or regulation, unless clearly allowed by the same. The approach of the Association will be to try to resolve any violations by friendly communication and collaboration with the member. However, the covenants are absolute, and cannot be waived. Any waiver by the Association would still be subject to the continuing right of each member to enforcement of the covenants on his or her own behalf. If a particular rule or regulation (not covenant) specifically provides that it may be waived, and under what circumstances, then waiver of that rule or regulation will apply as specified.

This includes in particular covenant setback requirements. If Mason County permits a setback that is less than the Lake Limerick Country Club setback as specified by the covenants, then the Lake Limerick Country Club covenants still apply.

### **7. Application**

The terms of this Resolution apply to all members, who are responsible for the actions of and conditions caused by themselves and their family members, guests, and renters, and anyone else for whom they are responsible. In addition, these others are also directly responsible for their own actions, and Lake Limerick Country Club may take action against them as provided herein directly. Any such person who enters or remains within the Lake Limerick Country Club development agrees to abide by all of the Lake Limerick Country Club covenants,

rules and regulations as discussed above, and to be responsible as provided herein if he or she fails to do so.

The terms of this Resolution apply to all circumstances currently existing at the time of its approval, except when to do so would interfere with existing, vested rights. Existing, vested rights are limited to those matters that are in compliance with all relevant Lake Limerick Country Club Rules, including project approval Rules, as of the time of approval. Notice of previous similar fine and violation systems constitutes notice of this Resolution amending the same.

The terms and provisions of this Resolution control over any inconsistent provisions of any Resolutions, regulations, or other Rules of the Association; they do not control over any inconsistent provisions of the Covenants, Articles of Incorporation and Bylaws.

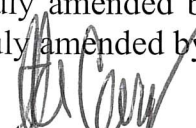
### 8. Other Remedies

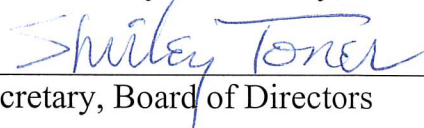
The system adopted by this Resolution is in addition to all other available remedies for property condition and activity violations. If the Board determines, at any time during the process, or before it begins, that an emergency exists; or that the member involved would not likely cooperate with the system established herein, and the use of the system would probably only cause delay in resolution of the problem; it may choose to seek an immediate injunction and/or any other available remedy, including entering the member's property and remediating conditions as set forth in 5A above, upon ten days' written notice. Individual members also have individual rights to enforce Lake Limerick Country Club covenants.

### 9. Severability

If any provision of this Resolution is found to be unlawful, the remainder shall not be affected.

We certify that the above Resolution No. 2006 - 9, Violation Remediation, was duly adopted by the Board of Directors on the 16th day of February, 2007, and duly amended by the Board of Directors on the 16th day of February, 2008, and duly amended by the Board of Directors on the 16th day of January, 2010, and duly amended by the Board of Directors on the 20th day of February, 2010.

  
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President, Board of Directors

  
\_\_\_\_\_  
Secretary, Board of Directors

STATE OF WASHINGTON     )  
  ) ss.

