

**RETURN ADDRESS:**

Robert D. Wilson-Hoss  
Hoss and Wilson-Hoss  
236 West Birch  
Shelton, Washington 98584

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

1. Resolution No. 2006 - 12 Lot Violations - Successive Owner/Members
- 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. The Public
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_\_\_ of Document.

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

Div. 1: Parcel Nos. 32127-50-00001 to 32127-50-00207; Div. 2: Parcel Nos. 32127-51-00001 to 32127-51-00906; Div. 3: Parcel Nos. 32122-50-00001 to 32122-50-00900; Div. 4: Parcel Nos. 32127-53-00001 to 32127-53-90015; Div. 5: Parcel Nos. 32127-54-00001 to 32127-54-00139; and Replat of Lake Limerick Div. 2: Parcel Nos. 32127-52-00001 to 32127-52-00900

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

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

N/A

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

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

See Above Legal Description Ranges

# LAKE LIMERICK COUNTRY CLUB

## RESOLUTION NO 2006 - 12

### LOT VIOLATIONS – SUCCESSIVE OWNER/MEMBERS

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

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

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

several cases where a developer has violated the Covenants and/or other rules, and then sold the Lot to an unsuspecting buyer. Often the sale is by Quit Claim Deed, by a developer who hopes to avoid responsibility for the violations. Although Lake Limerick cannot allow a sale to affect the status of any violations or liens, passing the responsibility to a buyer seems in some ways, and in some cases, unfair.

## **Resolution**

The Board of Directors of Lake Limerick Country Club resolves as follows:

Because of the circumstances discussed above, Lake Limerick would like to provide some protection to buyers. First, under the law, a buyer may have the option for relief against the seller in a civil lawsuit. Second, Lake Limerick may, in some cases, record a Declaration of Non-Compliance against the Lot, when it has notice of violations and the possibility of a sale. Third, this Resolution will be recorded with the County Auditor, so that nay buyer will have recorded notice of these circumstances. Fourth, this Resolution will be posted on the Lake Limerick website, [www.lakelimerick.com](http://www.lakelimerick.com). Fifth, the Lake Limerick staff and volunteers, as well as counsel, will continue to respond to requests for information about Lots. Sixth, the recorded Lake Limerick governing documents, including

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

We certify that the above Resolution No. 2006 - 12, **Lot Violations, Successive Owner/Members**, was duly adopted by the Board of Directors on the 22<sup>nd</sup> day of Jan., 2006.

President, Board of Directors  
STATE OF WASHINGTON )  
COUNTY OF MASON )  
ss.

Shirley Jones  
Secretary, Board of Directors

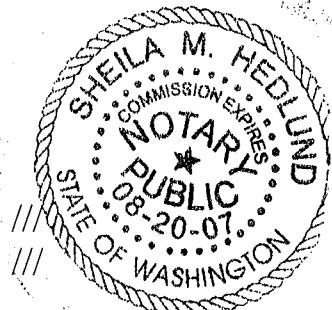
STATE OF WASHINGTON )  
COUNTY OF MASON )  
ss.

On this 22<sup>nd</sup> 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 SCOTT CAREY 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

Sheila M. Hedlund  
PRINT NAME: Sheila M. Hedlund  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, residing in Shelton  
My commission expires: 08-20-07



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF MASON )

On this 22<sup>nd</sup> day of January, 2007, personally appeared before me Shirley Toner, personally known to me or provided to me on the basis of satisfactory evidence to be the Secretary 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 Shirley Toner 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

Sheila M. Hedlund  
PRINT NAME: Sheila M. Hedlund  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, residing in Shelton  
My commission expires: 08-20-07

