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SECOND ADDENDUM TO MEMBERSHIP AGREEMENT

WHEREAS, the PARK PLACE CONDOMINIUM ASSOCIATION, hereinafter referred to as "PARK PLACE" and the Ocean Shores Community Club, Inc., a Washington non-profit corporation, hereinafter referred to as "Club" entered into a membership agreement on the 16th day of October, 1984; and

WHEREAS PARK PLACE and Club wish to amend said agreement; Now, Therefore,

THE PARTIES AGREE THAT SAID MEMBERSHIP AGREEMENT SHALL BE AMENDED AS FOLLOWS:

1. All terms and conditions of said membership agreement shall remain in full force and affect unless they are specifically contradicted by the terms of this addendum.
2. Exchange Club Member Use. The Club understands that the PARK PLACE is engaged in a time-share exchange program through which purchasers of similar condominium ownership interests throughout the United States can exchange their right to use such similar facility for proportionate use in the PARK PLACE. The Club agrees to extend use of its recreational facilities to such persons using PARK PLACE facilities for an advance payment of \$80.00 per year. The PARK PLACE represents to the Club that users of its facilities through this exchange program will average no more than one condominium's use per week, out of a total of said six (6) units. Accordingly, this payment of \$80.00

shall allow such persons to use a maximum of fifty-two units of use per year.

Such persons shall acquire no voting rights, nor shall they acquire a right to receive a copy of the Club's official publication. Persons using PARK PLACE units on an overnight rental basis, which is not pursuant to such exchange program, shall not have the right to use Club facilities.

Dated November 20, 1986

OCEAN SHORES COMMUNITY CLUB

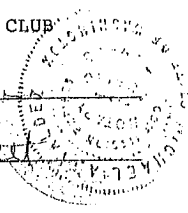
By [Signature]
President

By John A. Bennett
Secretary

PARK PLACE CONDOMINIUM

By [Signature]
President

By _____
Secretary



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MEMBERSHIP AGREEMENT

THIS AGREEMENT made and entered into this 16 day of Oct, 1984, between the PARK PLACE CONDOMINIUM ASSOCIATION, hereinafter referred to as "PARK PLACE" and the OCEAN SHORES COMMUNITY CLUB, INC., a Washington non-profit corporation, hereinafter referred to as "CLUB";

WHEREAS, the PARK PLACE is a newly created time-share condominium within the boundaries of the City of Ocean Shores, Grays Harbor County, Washington; and

WHEREAS, the CLUB has filed a lien against all lots, tracts, parcels, and real property in the City of Ocean Shores for the payment of its mandatory membership dues assessments;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Mandatory Membership/Dues Assessed Become Lien.

Each owner of a time-share in the PARK PLACE shall have the mandatory obligation to become a member in the CLUB and pay its dues as assessed. The units or time-share weeks and their percentage of undivided interest in the common areas and facilities appurtenant to such units or time-share weeks in the PARK PLACE shall serve as security for the payment of the annual membership fees assessed by the CLUB as provided in RCW 64.32.070. The CLUB shall have a lien upon said units and their percentage of undivided interest in the common areas and facilities appurtenant to each unit or time-share week for the payment of such membership dues assessed, which lien shall be foreclosable by the CLUB against the interest of all owners and against the interests of any person or persons claiming under them by sale in the manner provided by law, and the application of the proceeds of such sale shall be for the payment

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of such lien, interest, attorney fees, and costs incurred by the CLUB in such foreclosure. Such lien touches and concerns and runs with the land owned by the owners to the mutual benefit and burden of such lands.

2. Legal Description. The CLUB lien for the payment of its annual membership dues assessed shall be against the units situated upon the real property legally described as:

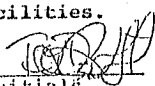
Lot 2, Block 1, Division 19A, City of Ocean Shores,
County of Grays Harbor, State of Washington.

Such lien shall also be against the percentage of undivided interest in the common areas and facilities appurtenant to such unit or time-share weeks.

3. Amount of Mandatory Membership Annual Dues. The annual dues payment by each time-share unit in said PARK PLACE shall be a cash sum equal to \$80.00. Notwithstanding, the CLUB shall have the right to increase such dues by the same percentage increase of dues as assessed against regular members in the CLUB owning lots in Ocean Shores. There are 6 units in the PARK PLACE. Therefore, the membership dues in the CLUB for the membership year 1984 shall be the sum of \$480.00, which the PARK PLACE has paid to the CLUB on or before execution of this Agreement.

PARK PLACE membership and use of CLUB facilities shall be subject to CLUB Articles of Incorporation and By-Laws. The Parties shall negotiate all procedures necessary to effect implementation of the spirit of this Agreement.

4. Use Rights. Such membership shall entitle each owner to use all CLUB facilities during the period of time that an owner has the right of occupancy. Each owner in the PARK PLACE shall be entitled to bring six guests with him/her during the use of the CLUB's recreational facilities.


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5. Voting Rights. The PARK PLACE shall be entitled to vote at all special or regular meetings of the general membership of the CLUB. Each unit shall be granted one vote which shall entitle the President or his representative of the PARK PLACE to cast a maximum of 6 votes at any such meeting, provided that all dues of the PARK PLACE are paid current prior to said meeting.

6. Newspaper. The PARK PLACE shall be entitled to 6 issues of the CLUB's official publication per month. Such publication shall be supplied at no further charge to the PARK PLACE.

7. Source of Dues Payments. All dues payments shall flow from the common association treasury of the PARK PLACE. Nothing herein shall preclude the PARK PLACE from determining its own internal procedures for generating the funds necessary to make such dues payments.

8. Authorization to Enter Agreement. Each individual signing this Agreement states that he/she has been authorized, directed, and is empowered for and on behalf of the Party he/she represents to make, sign, execute, and deliver this Membership Agreement. This Agreement shall be binding on and inure to the benefit and burden of the Parties, their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, we hereunto set our hands and seals the day and year first-above written.

OCEAN SHORES COMMUNITY CLUB,
INC.

By Richard D. Johnson
President

By John A. Bennett
Secretary

PARK PLACE CONDOMINIUM
ASSOCIATION

By Richard D. Hoyt

By Robert L. Dudra
Robert L. Dudra

ADDENDUM TO MEMBERSHIP AGREEMENT

WHEREAS, the PARK PLACE CONDOMINIUM ASSOCIATION, hereinafter referred to "PARK PLACE" and the OCEAN SHORES COMMUNITY CLUB, INC., a Washington non-profit corporation, hereinafter referred to as "CLUB" entered into a Membership Agreement on the 16 day of October, 1984; and

WHEREAS, PARK PLACE and CLUB agree that said membership agreement shall be amended;

NOW, THEREFORE, the parties agree as follows:

1. All terms and conditions of such Membership Agreement shall remain in full force and effect unless they are specifically contradicted by the terms of this Addendum.
2. This Agreement shall be voidable at the discretion of the majority of owners in PARK PLACE if the Club ever converts to a voluntary membership system as applied to owners of lots in Ocean Shores pursuant to an Order of the Supreme Court of Washington.

OCEAN SHORES COMMUNITY CLUB, INC.

By Richard D. Johnson
President

By John A. Bennett
Secretary

PARK PLACE CONDOMINIUM ASSOCIATION

By Richard D. Hoye

By Robert L. Duda
Robert L. Duda

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