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MEMBERSHIP AGREEMENT

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THIS AGREEMENT made and entered into this  
28 day of June 1985, between the PACIFIC AVENUE  
CONDOMINIUM ASSOCIATION, hereinafter referred to as  
"PACIFIC AVENUE" and the OCEAN SHORES COMMUNITY CLUB,  
INC., a Washington non-profit corporation, hereinafter  
referred to as "CLUB";

WHEREAS, the PACIFIC AVENUE 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 PACIFIC AVENUE  
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 PACIFIC AVENUE  
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

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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 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 20, Block 1, Ocean Shores Division  
number 19, as per plat recorded in Volume  
9 of Plats, page 105, records of Grays Harbor.

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 PACIFIC AVENUE 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 six units in the PACIFIC AVENUE. Therefore, the membership dues in the CLUB for the membership year 1985 shall be the sum of \$480.00, which the PACIFIC AVENUE has paid to the CLUB on or before execution of this Agreement.

PACIFIC AVENUE 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.

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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 PACIFIC AVENUE shall be entitled to bring six guests with him/her during the use of the CLUB's recreational facilities. Each owner shall have all other rights of membership extended to owners of lots in Ocean Shores, unless such rights are specifically limited herein.

5. Voting Rights. The PACIFIC AVENUE 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 PACIFIC AVENUE to cast a maximum of six votes at any such meeting; provided, that all dues of the PACIFIC AVENUE are paid current prior to said meeting.

6. Newspaper. PACIFIC AVENUE shall be entitled to six issues of the CLUB's official publication per month. Such publication shall be supplied at no further charge to the PACIFIC AVENUE.

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

8. Agreement Duration. This Agreement shall be voidable at the discretion of the majority of owners in PACIFIC AVENUE if the CLUB ever converts to a voluntary membership system as applied to ownership of lots in Ocean Shores pursuant to an order of the

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Supreme Court of Washington.

9. Authorization to Enter Agreement. Each individual signing this Agreement states that he/she has been fully 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 P. Johnson*  
President

By *John W. Bennett*  
Secretary

PACIFIC AVENUE CONDOMINIUM  
ASSOCIATION

By *[Signature]*  
President

By *[Signature]*  
Secretary

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FILED REQUEST OF

*Phyllis S. Piercey*

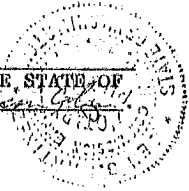
STATE OF WASHINGTON)  
:SS  
GRAYS HARBOR COUNTY)

On this 27<sup>th</sup> day of June, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rogin & Id. P. Johnson and John A. Barnett to me known to be the President and Secretary respectively of the OCEAN SHORES COMMUNITY CLUB, INC., the corporation that executed the foregoing instrument for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first-above written.

*[Signature]*

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at Ocean Shores



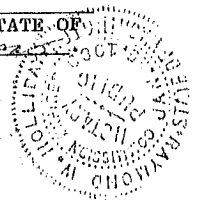
STATE OF WASHINGTON)  
:SS  
GRAYS HARBOR COUNTY)

On this 28<sup>th</sup> day of June, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD D. HOYT and ROBERT L. DUDRA, to me known to be the authorized agents of PACIFIC AVENUE CONDOMINIUM ASSOCIATION, and executed the foregoing instrument for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first-above written.

*[Signature]*

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at Mukwonago



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ADDENDUM TO MEMBERSHIP AGREEMENT

WHEREAS, the PACIFIC AVENUE CONDOMINIUM ASSOCIATION, hereinafter referred to as "PACIFIC AVENUE" and the Ocean Shores Community Club, Inc., a Washington non-profit corporation, hereinafter referred to as "Club" entered into a membership agreement on the 28th day of June, 1985; and

WHEREAS PACIFIC AVENUE 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 PACIFIC AVENUE 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 PACIFIC AVENUE. The Club agrees to extend use of its recreational facilities to such persons using PACIFIC AVENUE facilities for an advance payment of \$80.00 per year. The PACIFIC AVENUE 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 PACIFIC AVENUE units on an overnight rental basis, which is not pursuant to such exchange program, shall not have the right to use Club facilities.

Dated Nov. 19, 1986

OCEAN SHORES COMMUNITY CLUB

By [Signature]  
President

By John A. Bennett  
Secretary

PACIFIC AVENUE CONDOMINIUM

X By [Signature]  
President

By \_\_\_\_\_  
Secretary

PHILLIS E. PIERCE  
GRAYS HARBOR

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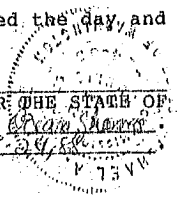
*Michael Wolff*

STATE OF WASHINGTON)  
:SS  
GRAYS HARBOR COUNTY)

On this 19th day of Nov., 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PHIL GLENN and JOHN BENNETT, to me known to be the President and Secretary, respectively, of the OCEAN SHORES COMMUNITY CLUB, INC., the corporation that executed the foregoing instrument for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

*Michael Wolff*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at Ocean Shores  
My commission expires 8-24-88



STATE OF WASHINGTON)  
:SS  
GRAYS HARBOR COUNTY)

On this 19th day of Nov., 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHAD PIERCE AND \_\_\_\_\_, to me known to be the authorized agents of PACIFIC AVENUE COMMUNITUM and executed the foregoing instrument for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

*Janet S. Davis*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at Ocean Shores  
My commission expires Dec 1988

