

BYLAWS OF BEACON POINT COMMUNITY CLUB, INC.

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Amendments are listed on page i

BEACON POINT COMMUNITY CLUB, INC.

AMENDMENTS TO BYLAWS

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BYLAWS
OF
BEACON POINT COMMUNITY CLUB, INC.

SECTION 1 OFFICE

The principal office of the corporation shall be located at the principal place of business or such other place as the Board of Directors ("Board") may designate.

SECTION 2 MEMBERS

2.1 Member Qualifications.

The members of this corporation shall consist of those persons known now or hereafter as owners of one or more lots in Divisions 1, 2 and 3 of Beacon Point Committee Club, Mason County, Washington described as follows:

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT A

Qualification as a member of this corporation is contingent upon continuation of ownership of one or more of said Lots and if any member shall convey or contract to convey any such Lots the subsequent owner or contract purchaser of such Lots shall immediately become entitled to be a member in the place and stead of the prior owner, upon payment of all required charges and/or assessments.

2.2 Annual meeting.

The annual meeting of the members shall be held the 2nd Saturday in July each year at the hour of 1:00 p.m. for the purpose of electing Directors and transacting such other business as may properly come before the meeting. If the day fixed for the annual meeting is a legal holiday at the place of the meeting, the meeting shall be held on the next succeeding business day. If the annual meeting is not held on the date designated therefore, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

2.3 Special Meetings.

The President, the Board, or the owners of not less than twenty-five lot owners (25) of the lots comprising the plat of Beacon Point may call special meetings of the members for any purpose. No business shall be transacted at any special meeting of members except as specified in the notice calling for said meeting.

2.4 Place of Meeting.

All Meetings shall be held at Beacon Point, Mason County, Washington, or at such other place within the State of Washington, designated by the Board, by any persons entitled to call a meeting hereunder or in a waiver of notice signed by all of the members entitled to notice of the meeting.

2.5 Notice of Meeting.

The annual or special meetings shall be held at Beacon Point, Mason County, and Washington State. Notice of the time and place of the annual meeting shall be mailed or emailed to each member not less than 10 days prior or no more than 60 days prior thereto. Special meetings of members may be called by

the chairperson upon request in writing and signed by not less than 25 lot owners, or at the discretion of the Board of Directors. Notice of meeting shall be mailed or emailed to each member at least 10 days prior or no more than 60 days prior to all such special meetings and there shall only be considered such business as is specified in the notice of meeting.

2.6 Waiver of Notice.

Whenever any notice is required to be given to any member under the provisions of these Bylaws, the Articles of Incorporation or the Washington Nonprofit Miscellaneous and Mutual Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, should be deemed equivalent to the giving of such notice.

2.7 Fixing of Record Date for Determining Members.

For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or members entitled to receive payment of any distribution, or in order to make a determination of members for any other purpose, the Board may fix in advance a date as the record date for any such determination. Such record date shall be not more than seventy (70) days, and in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action requiring such determination is to be taken. If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting or to receive payment of a distribution, the day before the date on which the notice of meeting is mailed or the date on which the resolution of the Board declaring such distribution is adopted, as the case may be, shall be the record date and time for such determination. Such a determination shall apply to any adjournment of the meeting unless the Board fixes a new record date, which it must do if the meeting is adjourned more than one hundred twenty (120) days after the date fixed for the original meeting.

2.8 Notification Record.

After fixing a record date for a meeting, a complete record of the members entitled to notice of such meeting, or any adjournment thereof, shall be made, arranged in alphabetical order, with the address of and number of lots held by each member. This record shall be kept on file at the principal office of the corporation for ten (10) days prior to such meeting or any adjournment and shall be kept open at such meeting, for the inspection of any member, its agent or attorney, at such member's expense.

2.9 Quorum.

Members owning not less than twenty-five (25) lots, represented in person, shall constitute a quorum at a meeting of the members. If less than such members are represented at a meeting, a majority of the members present may adjourn the meeting from time to time without further notice. If a quorum is present or represented at a reconvened meeting following such an adjournment, any business may be transacted that might have been transacted at the meeting as originally called.

2.10 Manner of Acting.

Except as otherwise provided in the Articles of Incorporation, these Bylaws or any Covenants encumbering the Plat, every member of record shall have the right at every member's meeting to one (1) vote for every Lot owned. If a quorum is present, a two-thirds (2/3) majority vote of the members at any meeting for which there is a quorum shall be sufficient for the transaction of business unless a greater number of votes is required pursuant to these Bylaws. Directors shall be elected by a majority of the votes present.

2.11 Proxies.

A member may not vote by proxy.

2.12 Absentee Ballot.

A member in good standing may vote by absentee ballot for called special meetings. Ballots must be received prior to the start of the special meeting to be counted.

SECTION 3 BOARD OF DIRECTORS

3.1 General Powers.

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of the Board, except as may be otherwise provided in the Articles of Incorporation, or the Washington Nonprofit Corporation Act. Such powers and duties shall include those set forth in the Declaration.

3.2 Number and Tenure.

The Board shall be composed of not less than three (3) or more than seven (7) Directors, the number to be set by resolution of the Board of Directors. The number of Directors may be changed from time to time by amendment to these Bylaws, but no decrease in the number of Directors shall have effect of shortening the term of any incumbent Director. Unless a Director dies, resigns, or is removed and despite the expiration of its term, he or she shall hold office for a period of two (2) years or until his/her successor is elected and qualified, whichever is later. Directors shall be members of the corporation. The Directors shall appoint a nomination committee consisting of four (4) lot owners, none of which shall be a member of the Board, whose duty it shall be to nominate candidates for the Board of Directors to be elected by the members at their annual meeting each year; and if, for any reason, the Directors shall not have been elected at an annual meeting, they may be elected at a special meeting of members called for that purpose in the manner provided by these Bylaws. All Directors shall serve as an advisor to the Board of Directors, which shall be non-voting positions, for a period of one (1) year following the expiration of their term of office.

3.3 Annual and Regular Meetings.

An annual Board meeting shall be held without notice immediately after and at the same place as the annual meeting of members. By resolution the Board, or any committee thereof, may specify the time and place within the State of Washington, for holding regular meetings thereof without other notice than such resolution. At any meeting of the Board, any business may be transacted, and the Board may exercise all of its powers.

3.4 Special Meetings.

Special meetings of the Board may be called by or at the request of the President, the Secretary or any Director. All meetings will be held at the Beacon Point Community Club office.

3.5 Meetings by Communication Equipment.

Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

3.6 Notice of Special Meetings.

Notice of a special Board meeting stating the place, day and hour of the meeting shall be given to a Director in writing or orally, by mail, private carrier, radio, telegraph, facsimile transmission, personal

communication by telephone or otherwise. Neither the business to be transacted, nor the purpose of said special meeting need to be specified in notice of such meeting.

3.6.1 Personal Delivery.

If notice is given by personal delivery or private carrier, the notice shall be effective if delivered to a Director at least two (2) days before the meeting.

3.6.2 Delivery by Mail.

If notice is delivered by mail, the notice shall be deemed effective if deposited in the official government mail at least five (5) days before the meeting and properly addressed to a Director at his/her address shown on the records of the corporation with postage prepaid.

3.6.3 Delivery by Electronic Mail.

If notice is delivered by electronic mail (e-mail), the notice shall be deemed effective if the content is delivered to the e-mail address shown on the records of the corporation at least three (3) days before the meeting.

3.6.4 Delivery by Facsimile.

If notice is delivered by facsimile, the notice shall be deemed effective if it is transmitted to a facsimile number provided by a Director for that purpose from time to time and the successful transmission thereof is confirmed with the operator of the receiving equipment at least three (3) days before the meeting.

3.6.5 Oral Notice.

If notice is delivered orally, by telephone, radio, in person or otherwise, the notice shall be deemed effective if personally given to the Director at least two (2) days before the meeting.

3.7 Waiver of Notice.

Presumption of Assent.

3.7.1 In Writing.

Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or the Washington Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, and delivered to the corporation for inclusion in the minutes or filing with the corporate records, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board or any committee designated by the Board need be specified in the waiver of notice of such meeting.

3.7.2 By Attendance.

The attendance of a Director at a Board meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.8 Quorum.

Five members shall constitute a quorum for the transaction of business at any Board meeting but, if less than a majority are present at a meeting, a majority of the Directors present may adjourn the meeting from

time to time without further notice.

3.9 Manner of Acting.

If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board, unless the vote of a greater number is required by these Bylaws or the Articles of Incorporation.

3.10 Presumption of Assent.

A Director of the corporation who is present at a meeting of the board in which action on any matter is taken shall be presumed to have assented to the action taken unless the Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation within a reasonable time after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

3.11 Resignation.

Any Director may resign at any time by delivering written notice to the President, the Secretary or the Board. Any such resignation shall take effect upon delivery thereof, or if a later effective date is specified in the notice, on such later effective date and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.12 Removal.

At a special meeting of members called expressly for that purpose, one or more members of the Board (including the entire Board) may be removed for cause if the number of votes cast to remove the Director exceeds the number of votes cast not to remove the Director. Notice of the proposed removal and the cause therefore shall be given to such Director at least five (5) days prior to the date of the meeting held for such purpose. Unexcused absence from three (3) consecutive meetings shall be due cause for removal.

3.13 Vacancies.

Any vacancy occurring on the Board, including a vacancy resulting from an increase in the number of Directors, may be filled by the members, the Board of Directors, or, if the Directors in office constitute fewer than a quorum of the Board, by the affirmative vote of a majority of all the Directors in office. Any vacancy that will occur at a specific later date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled for a term of office continuing only until the next election of Directors by the members.

3.14 Compensation.

Directors shall not be entitled to receive compensation or be paid their expenses unless approved by a resolution of the Board.

SECTION 4 OFFICERS

4.1 Number.

The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the board; if no Board member chooses to be Treasurer, then the board may appoint the position of Treasurer (if position of Treasurer is appointed by the board then the Treasurer will not be considered a board member). One or more Vice Presidents and such other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold

office for such period (not exceeding three (3) years), have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. The Board may assign any officer any additional title that the Board deems appropriate. The Board may delegate to any officer or agent the power to appoint any subordinate officers or agents and to prescribe their respective terms of office, authority and duties. The same person may hold any two (2) or more offices, except the offices of President and Secretary.

4.2 Election and Term of Office.

The officers of the corporation shall be elected annually by the Board at the Board meeting held after the annual meeting of the members. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as a Board meeting conveniently may be held. Unless an officer dies, resigns, or is removed from office, he/she shall hold office until the next annual meeting of the Board or until his/her successor is elected.

4.3 Resignation.

Any officer may resign at any time by delivering written notice to the President, a Vice President, the Secretary or the Board, or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4 Removal.

Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.5 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

4.6 President.

The President shall be a member of the Board of Directors and shall be the chief executive officer of the corporation unless some other officer is so designated by the Board, shall preside over meetings of the Board and members and, subject to the Board's direction and control, shall supervise and control all of the assets, business and affairs of the corporation. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are prescribed by the Board from time to time.

4.7 Vice President.

In the event of the death of the President or his/her inability to act, the Vice President (or if there is more than one Vice President, The Vice President who was designated by the Board as the successor to the President, or if no Vice President is so designated, the Vice President first elected to such office) shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. Vice Presidents shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages,

bonds, contracts, or other instruments. Vice President shall perform such other duties as from time to time may be assigned to them by the President or by the Board.

4.8 Secretary.

In the event of the death of the President or his/her inability to act and in the absence of a Vice President, the Secretary shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Secretary shall: (a) Keep the minutes of meetings of the member and the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporation records and seal of the corporation; (d) keep registers of the post office address of each member and Director; (e) sign, with the President or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts, or other instruments; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

4.9 Treasurer.

If no Board member chooses to be treasurer, the board may appoint the position of Treasurer (if the Treasurer is appointed by the board then the Treasurer will not be considered a board member). If required by the Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in such amount and with such surety or sureties as the Board shall determine, subject to the direction and control of the Board. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, deposit all such moneys in the name of the corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board.

4.10 Salaries.

No salaries shall be paid to the officers with exception of the Treasurer.

SECTION 5 CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts.

Subject to any restrictions set forth in the Articles of Incorporation or the Declaration, the Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

5.2 Loans to the Corporation.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by vote of the community association.

5.3 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, or agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

5.4 Deposits.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

5.5 Assessments and Charges.

The members of this corporation are authorized to fix, establish, levy and collect such other charges and/or assessments as may be necessary to operate, maintain, repair, construct, reconstruct, replace, or extend the common areas owned by the corporation, as provided in the Declaration.

SECTION 6 BOOKS AND RECORDS

6.1 Books of Account and Minutes.

The corporation shall keep as permanent records minutes of all meetings of its members and Board. The corporation shall maintain appropriate accounting records. The corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of names and addresses of all members in alphabetical order showing the number of lots held by each. All such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time. The corporation shall keep a copy of the following records at its principal office: (a) the Articles or Restated Articles of Incorporation and all amendments to them currently in effect; (b) the Bylaws or Restated Bylaws and all amendments to them currently in effect; (c) the minutes of all members meetings and records of all action taken by members without a meeting for the past three (3) years; (d) a list of the names and business addresses of its current Directors and officers; and (e) its most recent annual report to the Secretary of State of Washington.

6.2 Copies of Resolutions.

Any person dealing with the corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board or members when certified by the President or Secretary.

SECTION 7 INDEMNIFICATION

7.1 Right of Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he/she is or was a Director, trustee or officer of the corporation or, that being or having been such a Director, trustee or officer or an employee of the corporation, he/she is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnity"), whether the basis of a proceeding is alleged action in an official capacity as such a Director, trustee, officer, employee or agent or in any other capacity while serving as such a Director, trustee, officer, employee or agent, shall be indemnified and held harmless by the corporation to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnity in connection therewith, and such indemnification shall continue as to and indemnity who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of the indemnity's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnity if the corporation is prohibited by the Washington Business Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in subsection 7.2 of this Section with

respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such indemnity in connection with a proceeding (or part thereof) initiated by such indemnity only if a proceeding (or part thereof) was authorized or ratified by the Board.

The right to indemnification conferred in this subsection shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnity, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnity is not entitled to be indemnified for such expense under this subsection 7.1 and upon delivery to the corporation of a written affirmation (hereinafter an "affirmation") by the indemnity of his/her good faith belief that such indemnity has met the standard of conduct necessary for indemnification by the corporation pursuant to this Section.

7.2 Right of Indemnitee to Bring Suit.

If a claim under a subsection 7.1 of this Section is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days. The indemnity may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part, in any such suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnity shall be entitled to be paid also the expense of prosecuting or defending such suit. The indemnity shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking and affirmation or determination have been tendered to or made by the corporation) and thereafter the corporation shall have the burden of proof to overcome the presumption that the indemnity is so entitled. Neither the failure of the corporation (including the Board, independent legal counsel or the shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnity is proper in the circumstances nor an actual determination by the corporation (including the Board, independent legal counsel or the shareholders) that the indemnity is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnity is not so entitled.

7.3 Nonexclusively of Rights.

The right to indemnification and the advancement of expenses conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the corporation, general or specific action of the Board, contract or otherwise.

7.4 Insurance, Contracts and Funding.

The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or who, while a Director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a Director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any expense, liability or loss asserted against or incurred by the individual in that capacity or arising from the individual's status as a Director, officer, employee or agent, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act. The corporation may enter into contracts with any Director, officer, employee or agent of the corporation in furtherance of the provision of this Section and may create a trust fund, grant a security interest or use other means (including, without

limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Section.

7.5 Indemnification of Employees and Agents of the Corporation.

The corporation may, by action of the Board, grant rights to indemnification and advancement of expenses to employees and agents of the corporation with the same scope and effect as the provisions of this Section with respect to the indemnification and advancement of expenses of Directors and officers of the corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act or otherwise.

SECTION 8 AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted only by the members and only upon the affirmative vote of members not less than two-thirds (2/3) of the majority of the membership present at the meeting.

The foregoing Bylaws were adopted by: The members on May 2, 2004.

EXHIBIT A

Lot 4, of Section 6, Township 24 North, Range 2 West, W.M., EXCEPTING therefrom Primary State Highway No. 9; TOGETHER with all tidelands as conveyed by the State of Washington lying in front of, adjacent to and abutting on said property.

The Southeast Quarter of Section I, Township 24 North, Range 3 West, W.M., EXCEPTING therefrom Primary State Highway No. 9; and excepting also that part of the Southwest Quarter of said Southeast Quarter lying Southerly of a line running South 85 degrees 20' 52" East from its Southwest corner to a point on its East line North 6 degrees 17' 40" East 38.8 feet from its Southeast corner; TOGETHER with all tide lands as conveyed by the State of Washington lying in front of, adjacent to and abutting on said property (hereinafter the "Plat");

The Community swimming pool at Beacon Point, Mason County, Washington, is located on the property described as follows:

Lot 76 of Beacon Point Division I as per plat thereof recorded in Volume 8 of Plats, Page 8, records of Mason County, Washington.

The 1000 feet of Community Beach, Beacon Point, Mason County, Washington, is described as follows:

Commencing at the intersection of the centerline of Beacon Point Drive with the intersection of the centerline of Highway IO I as shown on the plat of Beacon Point, Division I, recorded in Volume 8 of Plats, Pages 8 through 12, records of Mason County, Washington; thence North 22 degrees 43' 30" East along the centerline of Highway IO I, 337.82 feet; thence South 69 degrees 51' 45" East 30.03 feet to the Easterly right-of-way line of said Highway IO I and the true point of beginning; thence Northerly along the Easterly right-of-way line of Highway IO I, 600.00 feet; thence South 69 degrees 51' 45" East 120 feet, more or less, to the shoreline of Hood Canal; thence Southerly along the shoreline of Hood Canal 1000 feet, more or less, to the line described in the following description:

Commencing at the meander corner on the North line of Section 6, Township 24 North, Range 2 West, W.M., the North line of said Section 6 having a meridian of reference of North 84 degrees 32' 00" West; thence from said meander corner South 19 degrees 47' 00" West; 3334.97 feet to the true point of beginning of this described line being a point on the East line of Olympic Highway, State Highway IOI; thence South 69 degrees 38' 30" East 135.39 feet; thence South 68 degrees 24' 00" East to a point on the line of extreme low tide of Hood Canal abutting upon said Section 6 and the terminal point of this described line. Thence Northwesterly along said described line 200 feet, more or less, to the Easterly right-of-way line of Highway IO I; thence Northerly along the Easterly right-of-way line of Highway IO I, 400 feet, more or less, to the true point of beginning.

Together with shorelands and tidelands abutting (the "Plat") one or more lots (as defined in the Plat) in conjunction to said Divisions 1, 2, and 3 of BPCC.

COVENANTS

BEACON POINT COMMUNITY CLUB, INC. DIVISION 1, DIVISION 2 & DIVISION 3

Section 1

All lot owners **SHALL BE RESPONSIBLE FOR THEIR GUESTS** complying with **ALL** regulations of the Community Club. Lot owners must accompany guests to the beach and wear proper **I.D.** tags. Lot owners and/or their guests **MUST** wear proper I.D. tags when at the swimming pool.

Section 2

The swimming pool will be open from Memorial Day weekend through Labor Day weekend during the hours of 9:00 a.m. to 9:00 p.m. or as determined by the Board of Directors.

Section 3

All users of the pool shall comply with the posted regulations for pool use.

Section 4

Pool maintenance shall be under the jurisdiction of the Board of Directors.

Section 5

No toys or floating devices shall be used in the pool, with the exception of life jackets or inflatable swimming devices attached to the body.

Section 6

Proper swimwear shall be worn in the swimming pool. Cutoffs are prohibited.

Section 7

LOT OWNERS and members of their immediate family shall be allowed to take limits of seafood from the beach in such quantities as determined by the Board of Directors.

Section 8

Motorcycles, boat trailers, and motorized vehicles of any kind are prohibited on the beach, except as determined by the Board of Directors.

Section 9

Fireworks are prohibited on all Beacon Point property. Written warning will be issued

for the first offense. A \$400 fine will be issued for second and subsequent offenses for lighting any fireworks on Beacon Point property or lots. If the fine is unpaid, a lien with associated fees will be placed on the offending property.

Section 10

All community complaints shall be made to a committee established for that purpose. Such a committee to consist of four lot owners. The committee shall make a recommendation to the Board of Directors, and the Board will make the final decision.

Section 11

All property owners and purchasers of each lot shall be required to join upon acquisition that certain non-profit corporation known as Beacon Point Community Club, Inc., and shall be subject to its Articles, By-laws, Covenants, and Pro-rata share of maintenance.

Section 12

The cost of the community water system and recreational area equipment shall be improved and maintained by the non-profit corporation, known as Beacon Point Community Club, Inc., to be composed of all owners of lots in the development. Exception: Division 3 is a privately owned and maintained water system. A water committee shall be established to oversee the operation and maintenance of the community water system.

Section 13

No building, structure or mobile unit shall be moved onto any land embraced in said Tract, without permission of the Architectural Committee, except for travel trailers and campers. All structures shall be completed as to external appearance, including finished painting within 24 months of commencement of construction. All lots in said Tract shall be subject to yearly review by an appointed committee, to determine any non-compliance with County or State regulations.

Section 14

That only one dwelling unit can be located on each lot as the lots appear on this plat, and that no lot can be divided.

Section 15

All lots in this plat shall be used for residential, camping or recreational purposes.

Section 16

No building or structure shall be built closer than ten (10) feet to any side property line and twenty (20) feet of road right-of-way, as designated by current county regulations.

Section 17

A ten (10) foot easement, parallel to and adjacent to all lot lines five (5) feet on either side of each lot line for water pipes, storm sewers, and utilities including maintenance, is hereby reserved.

Section 18

No noxious or offensive activity shall be carried on upon said Tract or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 19

No hunting shall be permitted and the use of firearms is prohibited within the Tract.

Section 20

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 21

No more than four (4) egg-laying hens per lot. Hens must be contained (no free range). No other poultry, livestock or animals of any kind, other than house pets, shall be kept or maintained on any part of platted lots. Household pets must be confined to owner's lot or kept on leashes at all times.

Section 22

All sewage and disposal systems must be to the specifications of Mason County.

Section 23

Any outdoor fireplace, barbecue, or the like shall be built and maintained to Forest Service Specifications. All outside burning must be in conjunction with the State of Washington, Department of Natural Resources or Mason County Fire Marshal, and be accompanied with a fire permit.

Section 24

Between the hours of 11:00 p.m. and 8:00 a.m., no lot owner shall or allow to emanate from such owner's lot any noise which is an annoyance or disturbance to other lot owners or their guests.

Section 25

The architectural committee must approve in writing the design, architecture and location of any structure or building prior to its erection or movement onto any lot, the purpose being that the committee shall attempt to obtain conformity and harmony with other structures in the plat. The architectural committee shall consist of three lot owners. The decision of the committee in any matter shall be determined by a majority vote of its members, and may be

subject to further review by the Beacon Point Community Club, Inc. The architectural committee shall in no way interfere with current Mason County or Washington State laws pertaining to above subject matter.

Section 26

These covenants are considered to run concurrently with all current applicable Washington State and Mason County laws or codes.

Section 27

These covenants may be altered, amended or repealed and new covenants may be adopted only by the members and only upon the affirmative vote of members not less than two-thirds (2/3) of the majority of the membership present at the meeting.

Adopted May 2, 2004