



ISLAND COUNTY AUDITOR

AMD

7-20-2002  
(Amendment  
to 11-24-1990)

AFTER RECORDING MAIL TO:

Useless Bay Colony, Inc.  
Post Office Box 956  
Freeland, WA 98249

Amendment No. 1

L48233-W

A26

November 24, 1990 Agreement

recorded under AFN 90022601

THIS AMENDMENT NO. 1 to the November 24, 1990 Agreement by and between USELESS BAY GOLF AND COUNTRY CLUB ("Club"), a Washington nonprofit corporation, and USELESS BAY COLONY ("Colony"), a Washington nonprofit corporation, incorporates:

- I. The changes to that Agreement approved by the membership of the Colony at its July 20, 2002 regular Annual Meeting.
- II. The December 16, 1999 Agreement between the parties.
- III. The March 25, 1998 Action by the Board of Directors of the Club.

I. Changes to November 1990 Agreement

As used in this section, the following definitions shall apply:

Additional Access – Use of clubhouse dining facilities

Additional Dues – Amounts paid by Colony members for such Additional Access

Section 4 of the Agreement is hereby amended to read as follows:

"4. The Colony members shall have access to and use of the facilities of the Club under the same terms and conditions as have heretofore existed with respect to use of said facilities by said members, EXCEPT THAT only those Colony members who have agreed to pay Additional Dues (as hereinafter described) shall have Additional Access to and use of the main floor activities and facilities.

The Colony members memberships, hereinafter referred to as "Colony memberships", shall be available to those who are owners of a lot or a condominium unit in one of the properties described in Exhibit A, as modified by the March 30, 1995 Addendum to this Agreement and the March 25, 1998 Action. The Colony memberships shall inure to the benefit of any subsequent owner of any lot or condominium unit as described herein, and as more particularly described and set forth in Exhibit A, as modified.

Colony members will have at least one participating member on the House Committee, or its successors, of the Club. Said member(s) shall not also be (a) Club member(s)."

Section 5 is hereby amended to read as follows:

"5. Colony members shall be charged dues of \$38.50 each per year to compensate the Club for administrative and other support services provided by it to the Colony.

Colony members who wish to have Additional Access to the Club may do so upon election to pay Additional Dues of \$60 annually, effective the year beginning July 1, 2002. Colony members may elect such Additional Access at any time subsequent to July 1, 2002 and will be charged Additional Dues effective on the date of such election.

All dues shall be subject to change on the same percentage as dues may increase for "social members" of the Club: provided, however, that Colony member dues shall not be increased so as effectively to exclude Colony members from the use of Club facilities.



Proceeds from such Additional Dues shall be utilized solely to fund capital improvements to the Clubhouse."

All other terms of the Agreement shall remain in force as stated in the Agreement. These changes shall be effective July1, 2002.

II. December 16, 1999 Agreement

This Agreement, executed on the indicated date, contains terms for Colony participation in use, operation and maintenance and sharing of costs for the tennis courts located proximate to the Club. It is incorporated in this Amendment No. 1 by reference. A copy is attached as Exhibit C.

III. March 25, 1998 Action

On this date, a Special Meeting of the Board of Directors of the Club was called. At which a motion was passed by said Board to grant owners of lots in Division 15 and 17 and along Fairway 12 the same privileges as present Club members. The minutes documenting this action are incorporated in this Amendment No. 1 by reference. A copy is attached as Exhibit D.

Agreed to and accepted on the 20<sup>th</sup> day of July, 2002

USELESS BAY GOLF & COUNTRY CLUB, INC.

By: [Signature], President  
Byron J. Vadset

USELESS BAY COLONY, INC.

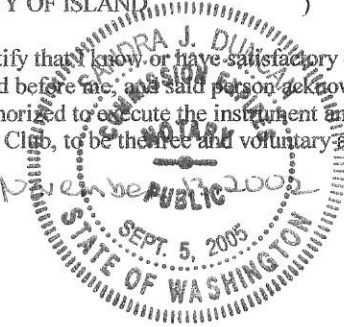
By: [Signature], President  
David P. Haworth

STATE OF WASHINGTON )

COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Byron J. Vadset is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that was authorized to execute the instrument and acknowledged it as President of Useless Bay Golf & Country Club, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 13, 2002



[Signature]  
Notary Public in and for the State of Washington  
Residing at 105 E Salmon St. Greenbank  
My appointment expires: 9-5-05

STATE OF WASHINGTON )

COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that David P. Haworth is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that was authorized to execute the instrument and acknowledged it as President of Useless Bay Colony, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 13, 2002

[Signature]  
Notary Public in and for the State of Washington  
Residing at LANGLEY  
My appointment expires: 12-11-2005

