



ISLAND COUNTY AUDITOR

AMD

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Page: 6 of 8

12/11/2002 01:49P

EXHIBIT C

AGREEMENT BETWEEN USELESS BAY GOLF & COUNTRY CLUB, INC.,
AND USELESS BAY COLONY, INC.

Useless Bay Colony may have the use of the tennis courts on a first-come, first-served basis. Colony shall reimburse the Golf Club 50% of the reasonable costs incurred by the Golf Club in the course of such maintenance and improvements.

Golf Club shall provide the Colony by January 15 of each year with a written estimate of maintenance expenses that the Golf Club reasonably expects to incur during that calendar year. Before commencing any improvements, Golf Club shall provide Colony with a written estimate of the cost of such improvements. Total annual expenditures shall not exceed \$4,000 without prior approval by both Boards of Directors. If the Golf Club has a Committee to review the repair and maintenance of the tennis courts, Useless Bay Colony, Inc., shall be represented.

If lights are installed to permit use of the tennis courts in darkness, Golf Club shall ensure that such lights are directed downward toward the tennis courts and are turned off not later than 10:00 p.m. each day. The obligations of the preceding sentence are made for the benefit of and may be enforced by any Colony Member who owns one or more lots or condominium units in any of Division 14, Division 16 or Division 17, Useless Bay Colony, according to the plats thereof recorded in Island County, Washington.

In this Agreement, reference to being an owner of a lot or a condominium unit includes being a purchaser thereof under a real estate contract.

USELESS BAY GOLF & COUNTRY CLUB, INC.

By: *Gene Parmelee* President Date: 12-15-99

By: *Jack Leengran* Secretary Date: 12-15-99

ACCEPTED AND AGREED BY
USELESS BAY COLONY, INC.

By: *Norm Woodard* President Date: 12/16/99

By: *Bill Cochran* Secretary Date: 12/16/99