

Return Address:

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MICHAEL ONEILL MISC 67.00
PAGE-001 OF 006
04/14/2010 11:54
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Amendment to Gayle Bylaws 2.
3. 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 197603090539

Grantor(s) Exactly as name(s) appear on document:

1. The Gayle Condominium
2.

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. The Gayle Condominium Association
2.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot 7, Block 46 Suppl. Plat of Part 2 of Add
to Seattle, Vol 5, Pg 76

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned 272380

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

FIRST AMENDMENT TO BYLAWS OF THE GAYLE CONDOMINIUM

This First Amendment to the Bylaws for The Gayle Condominium (the "Bylaws"), is made as of this 13th day of April, 2010.

WHEREAS, pursuant to Article IX of the Bylaws, 51% of the total voting power have voted to amend the Bylaws after this First Amendment was proposed by a majority of the Board;

WHEREAS, all holders of recorded mortgages on the Apartments have expressly or impliedly consented to this First Amendment;

WHEREAS, an attorney's opinion regarding the validity of this First Amendment under the Declaration of Condominium for The Gayle has been obtained;

NOW THEREFORE, the President and Secretary of The Gayle Homeowners' Association certify that the following First Amendment to the Bylaws of The Gayle Condominium has been properly approved and adopted in accordance with the requirements of the Declaration and applicable law:

A. Article I, Section 1 of the Bylaws is hereby amended to read as follows:

1. Annual Meeting. An annual meeting of the Apartment owners shall be held in April of each year, commencing with 1978, as designated by the Board of Directors. Apartment owners shall be notified of the place of the annual meeting by the Manager, or by one of the officers of the Association, in writing at least ten days in advance of the date of such meeting.

B. Article II, Section 1 of the Bylaws is hereby amended to read as follows:

1. Meetings. The Board of Directors shall act by majority vote at its meetings with a quorum of not less than two members, in all matters involving the Condominium, including the adoption and amendment of House Rules which govern the details of the operation of the Condominium and the use of the common areas and facilities. Meetings of the Board of Directors shall be called, held and conducted in accordance with these Bylaws and the House Rules, but at least two meetings shall be held each year, one of which shall be held immediately following the annual meeting of the Association and shall be an organization meeting at which officers for the year then next ensuing year shall be elected.

C. Article III, Section 1, Subsection 2 of the Bylaws is hereby amended to read as follows:

2. A Vice Chairman, who shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman. If a Vice Chairman is not explicitly elected from among the Board and the general Association membership, the Secretary shall be the Vice Chairman, provided the Secretary is not a representative of the Manager. If the Secretary is a representative of the Manager, the Treasurer shall be the Vice Chairman.

D. The following new Article III, Section 1, Subsection 5 is hereby inserted into the Bylaws:

5. Duties. The duties of the officers are as follows:
 - a. Chairman. The Chairman shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all releases, mortgages, deed and other written instruments and shall co-sign all check and promissory notes.
 - b. Vice-Chairman. The Vice-Chairman shall act in the place and stead of the Chairman in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meeting of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
 - d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, annually, and deliver a copy of such to the members.

E. Article VI, Section 4 of the Bylaws is hereby amended to read as follows:

4. Examination of Records. Association records shall be made reasonably available for review at a time that is mutually convenient to the Apartment owner and the Board, Manager, and/or Accountant. Apartment owners and mortgagees of Apartments shall not request to review Association records more than once in a calendar month.

F. Article VI, Section 5 of the Bylaws is hereby amended to read as follows:

5. Notice of Sale, Rental or Lease. Immediately upon the sale, rental, or lease of any Apartment, the Apartment owner shall, within five business days, inform the Manager and/or Chairman in writing, by both regular mail and electronic mail, of the name and address of said vendee, sublessee, or tenant. Likewise, the Apartment owner shall provide the Manager and/or Chairman with the name, email address and phone number of every sublessee or tenant living in that owner's apartment within ten business days of rental or lease, as well as within 30 days of each Annual Meeting of the Association, or within five business days upon the Apartment owner's receipt of a written request for said information from a member of the Board of Directors. It is understood that this provision is for the security, convenience and peaceful enjoyment of the Condominium by all Apartment owners and the residents of Apartments, in order that the Board of Directors may as necessary exercise the authority conferred upon it in the next succeeding section in the interest of Apartment owners and residents.

G. Article VIII, Paragraph 1 is hereby revised to read as follows:

Article VIII Miscellaneous

1. Notice. All notices to Apartment owners shall be sent by regular mail to their Apartments or such other addresses as may have been designated by Apartment owners from time to time. An apartment owner may request, in writing, to receive notice via electronic mail instead of regular mail. The apartment owner is solely responsible for guaranteeing that electronic mail is received and read. All notices to mortgagees of Apartments shall be sent by regular mail to their respective addresses, as designated by them from time to time. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Bylaws shall remain in full force and effect. This First Amendment to the Bylaws shall take effect upon recording. The terms of this First Amendment shall control over any inconsistent provision of the Bylaws.

DEPARTMENT OF ASSESSMENTS
Examined and approved this 14th day of Apr. 2010
L. Hara Dianne Murdock
Assessor Deputy Assessor

DATED and ATTESTED this 13th day of April, 2010.

THE GAYLE HOMEOWNERS' ASSOCIATION

By: [Signature] President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of April, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael A. O'Neill, to me known to be the President of The Gayle Homeowners' Association, the Washington nonprofit corporation that executed the foregoing instrument, and acknowledged that instrument to be the voluntary act of the Association, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the date in this certificate above written.

[Signature]
Woody Heath (Print name)

Notary Public in and for the State of Washington, residing at Edmonds.

My commission expires: Dec. 15, 2011



By: *Meghan Taylor*, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of April, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Meghan Taylor*, to me known to be the Secretary of The Gayle Homeowners' Association, the Washington nonprofit corporation that executed the foregoing instrument, and acknowledged that instrument to be the voluntary act of the Association, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the date in this certificate above written.

Woody Heath
Woody Heath (Print name)

Notary Public in and for the State of Washington, residing at Edmonds.

My commission expires: Dec. 15, 2011

