

Return Address:

Mike O'Neill
516 E. Thomas St
Seattle, WA
98102



20100514000170

MICHAEL ONEILL AMDCN 67.00
PAGE-001 OF 006
05/14/2010 10:37
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. Foorth Amendment
- 2. ~~SP Amendment to Declaration~~
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

- 1. Gayle Condominium
- 2. _____

Additional names on page _____ of document.

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

- 1. Gayle Homeowners Assoc.
- 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 Partics 2nd Edition
Vol 5, page 76 except the East 65 FT feet

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned

Assessor Tax # not yet assigned

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

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE GAYLE

This Fourth Amendment to the Declaration of Condominium for The Gayle (the "Declaration"), is made as of this 11th day of May, 2010.

WHEREAS the Declaration was recorded on March 9, 1978 in King County, Washington under recording number 7803090539 with respect to the following described property to wit:

Lot seven, Block 46, Supplementary Plat of Pontius Second Edition to Seattle, according to the plat recorded in Volume 5 of Plats, page 76, in King County, Washington, except the East 65.87 feet thereof;

WHEREAS the Declaration was first amended by an instrument on May 16, 1978 in King County, Washington under recording number 7805160694;

WHEREAS the Declaration was next amended by an instrument on May 15, 1979 in King County, Washington under recording number 7905151157;

WHEREAS the Declaration was next amended by an instrument on June 25, 2009 in King County, Washington under recording number 20090625000280;

WHEREAS another proposed amendment to the Declaration is currently under consideration;

WHEREAS, pursuant to Section 22 of the Declaration, after notice to all of the Owners entitled to vote there on duly given, not less than spell out sixty-six and 2/3 percent (66.66%) of the unit Owners have consented in writing to amend the Declaration as hereinafter set forth;

WHEREAS, pursuant to Section 13 of the Declaration after not less than 30 days' notice to all of the eligible mortgage holders and duly given by certified mail, return receipt requested, all security holders have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth;

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

A. The following sentence is hereby inserted at the end of Section 10.6 of the Declaration:

For the purposes of any annual meeting, a quorum is present if the owners of units to which twenty-five percent (25%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

B. The following new Section 10.7 of the Declaration is hereby inserted:

10.7 Suspension of Membership

During any period in which an Apartment owner shall be in default in the payment of monies due to the Association, the voting rights and right to use of any Common Areas (excepting ingress and egress to his Apartment) and Limited Common Areas of said Apartment owner may be suspended by a majority vote of the Board of Directors until such assessment has been paid. An Apartment owner's voting rights, leasing rights and right to use of any Common Areas and Limited Common Areas of such Apartment owner will be automatically suspended if an Apartment owner shall remain for six consecutive months in default in the payment of any monies due to the Association. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

C. Section 11.3 of the Declaration is hereby deleted and the following new Section 11.3 is hereby inserted in its stead:

11.3 All Apartment owners shall be obligated to pay common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to this Declaration and the Bylaws adopted simultaneously here with. The Declaration shall be assessed as the Apartment owner of any unsold Apartments, but such assessment shall be prorated to the Date of Occupancy by each purchaser of such Apartment. The Board of Directors on behalf of the Association shall assess the common expenses against the Apartments from time to time, but at least annually, shall take prompt action to collect from an Apartment owner any common expenses due which remain unpaid by him for more than 30 days from the date its payment is due and shall promptly notify any mortgagee of such Apartment owner of such default. Any assessment which is not paid within said 30 days shall be deemed delinquent and shall bear interest at the maximum rate permitted by RCW 19.52.020 from the due date until paid. The common expenses shall be paid from sums received by virtue of the assessments of such sums, together with any other receipts on behalf of the Property. To the extent that any common expense is caused by the misconduct of an Apartment owner, the Association may assess that expense to that owner's account.

D. Section 12.2 of the Declaration is hereby deleted and the following new Section 12.2 is hereby inserted in its stead:

12.2 The priority of the Association's liens for delinquent assessments shall be governed by RCW 64.34.364.

E. Section 16.2 of the Declaration is hereby deleted and the following new Section 16.2 is hereby inserted in its stead:

16.2 Common Areas and Facilities

The common areas and facilities shall be used only for access, ingress and egress to

and from the respective Apartments by the respective families residing therein, and their guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Apartments provided that said guests, household help and other authorized visitors do not pose a risk to the security and welfare of residents; and in special areas shall be used for the purposes approved by the Board of Directors. The Board of Directors may revoke access to common areas and facilities to specific individual guests, household help and other visitors for a period of no more than ninety consecutive days in a year if said individual, in the unanimous opinion of the Board of Directors, poses a risk to the security and welfare of residents. Such revocation may be extended to a full year by a majority vote of Apartment owners, and renewed each year thereafter by a sixty percent vote of Apartment owners. Notice of revocation must be delivered to the individual and Apartment owner in writing. The use, maintenance and operation of the common areas and facilities shall not be obstructed, damaged or unreasonably interfered with by any Apartment owner.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Fourth Amendment to the Declaration shall take effect upon recording. The terms of this Fourth Amendment shall control over any inconsistent provision of the Declaration, any prior unknown amendments thereto, and the bylaws and rules of the Association.

DATED and ATTESTED this 11^R day of May, 2010.

THE GAYLE HOMEOWNERS' ASSOCIATION

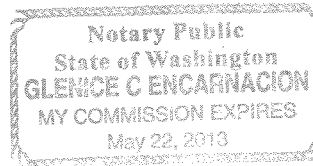
By: [Signature], President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11 day of May, 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]
Glencice Encarnacion (Print name)



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

Terrace

My commission expires: 5-22-2013

DEPARTMENT OF ASSESSMENTS
Examined and approved this 14th day of May 2010
[Signature] Assessor [Signature] Deputy Assessor

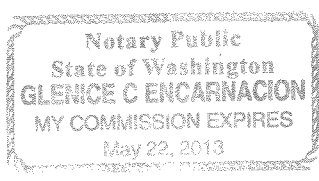
By: Meghan Traylor, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11 day of May, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Meghan Traylor, 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.

Glencice Encarnacion
Glencice Encarnacion(Print name)



Notary Public in and for the State of Washington, residing at Mountlake Terrace
My commission expires: 5-22-2013