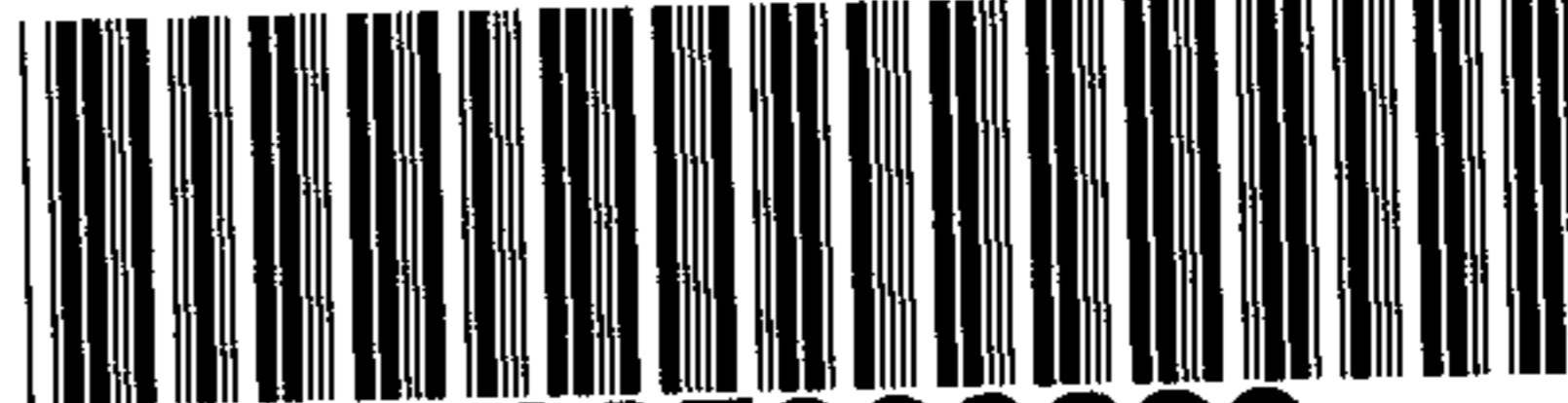


Return Address:

SATTERBERG HEALY & ECKHOUDT
9832 15th Avenue Southwest
Seattle, Washington 98106
(206) 763-1510



20090625000280

SATTERBERG HEA AMDCN 49.00
PAGE 001 OF 007
06/25/2009 10:48
KING COUNTY, WA

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 DCCR'S

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page 1 of document.

Grantor(s) (Last name first, then first name and initials)

1. The Gayle, a Condominium
2.

DEPARTMENT OF ASSESSING
Examined and approved this 23rd day of June 2009
Smole Edward
Assessor Deputy Assessor

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. The Gayle, a Condominium
2.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Lot 7, Block 46, supp plat of Pontius 2nd add to Seattle, V.5, P 76, exc. The E 65.87 feet

Additional names on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned 2723800000

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

**ADDENDUM TO DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR GAYLE CONDOMINIUM**

WHEREAS, a certain Declaration submitting real estate to the Washington condominium Act, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE GAYLE, A CONDOMINIUM, was recorded under Recording No. 7803090539, in the records of King County, State of Washington with respect to the following described property to wit:

LOT 7, BLOCK 46, SUPPLEMENTAL PLAT OF PONTIUS SECOND ADDITION 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;

and

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

WHEREAS, pursuant to Section 13 of the Declaration after not less than thirty days notice to all of the eligible mortgage holders 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 AMENDMENT TO DECLARATION FOR THE GALYLE CONDOMINIUM has been properly approved and adopted in accordance with the requirements of the Declaration previously recorded for the Condominium;

p1

ADDENDUM ITEM 1

SMOKING: The term "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.

REGULATIONS OF SMOKING INDOORS:

1. Due to the known adverse health effects of secondhand smoke, the increased risk of fire, and the negative economic impact that smoking imposes on the property values of all owners, smoking shall be prohibited in all enclosed areas of The Gayle Condos both private and common, whether enclosed or outdoors. This includes, but is not limited to, all common areas, individual apartments, hallways, stairs, rooftop, laundry room, boiler room and any other enclosed areas. This policy applies to all owners, tenants, guests, employees, and servicepersons.
2. If there are current residents of The Gayle Condos who are both a) owners of a unit in The Gayle Condos and b) current smokers prior to the adoption date of this smoking regulation, these residents shall be designated as "Grand fathered residents." Grand-fathered residents may smoke within their units, but may not smoke in common areas, hallways, stairs, rooftop, laundry room, boiler room, other owner's units or any other enclosed area. Said individuals must register with the Association Secretary as a smoker within 30 days of the adoption of this amendment to be grandfathered in.
3. Non-occupying Owners/ Landlords shall be 100% responsible for any fines incurred by their tenants who break the rules governing the smoking ban.
4. In the event any condominium property under the jurisdiction of the association is to be sold, rented or leased to another person, the current condominium owner shall be required to notify the new owner/tenant of the 100% smoke free policy. In the event any condominium property under the jurisdiction of the association is sold by owners who are "grandfathered" per clause 2, the new owners of that condominium property will not retain the grandfather exemption.

Implementation

1. All new tenant leases shall include language to advise the tenant of the smoking restriction. Regardless of said language being included in the lease, the owner is still responsible for the tenant's failure to abide by the smoking restrictions set forth herein.
2. Current leases that are month to month shall implement the new restriction 45 days after passing of the Smoking Ban limits and rules.
3. Other current leases, at expiration and before signing of any renewal, shall include language reflecting the smoking restriction.
4. If at any time a lease converts to month to month tenancy, #3 shall be applied.

Fines imposed:

In the event an owner or tenant breaks the rules governing smoking in the Gayle the association at its discretion based on the danger to property or health of others may take immediate legal action to enjoin the activity or pursue any other legal remedy. The association may also choose to assess the following:

1. First offence within a one year period: verbal warning issued by the Association to the Owner.
2. Second offence: written warning issued by the Association to the Owner.
3. Third offence: Up to a \$150 fine may be issued by the Association to the Owner.
4. Any and all subsequent offences may incur up to a \$250 fine issued by the Association to the Owner.

Any fine imposed upon any member of the association shall be paid within 30 days of assessment and if not paid within said 30 days shall become a special assessment in accordance with the declaration below.

The association's choice of alternatives to enforce these provisions will not be deemed a waiver of its rights to pursue any action set forth herein or allowable by law.

ADDENDUM ITEM 2

SPECIAL ASSESSMENT: The Association shall levy a Special Assessment against any Owner of a Residential Apartment or Condominium when, SAID OWNER FAILS to comply with these Covenants and Restrictions, Declarations, the Association Rules, or other governing documents, or fails to pay HOA dues or fees or other proper assessments or costs; such Special Assessment shall be in the amount so expended or assessed by the board, and shall be due and payable to the Association when levied.

ASSESSMENT LIEN AND DEFAULT IN PAYMENT OF ASSESSMENTS.

Each assessment shall be a separate, distinct, personal obligation of the Owner against whom it is assessed and become an immediate lien against the owners unit. Payment of assessment will be due within 30 days of receipt of notice. If the Owner does not pay such assessment when due, the Owner shall be deemed to be in default, and, in addition to any other remedies herein or by law provided for the enforcement of such assessment obligation, the Association may enforce each such obligation as follows:

(1) Within sixty (60) days after the occurrence of any such default, the Association may give a notice to the defaulting Owner, stating the date of the delinquency and the amount of the delinquency. Delinquent payments shall bear interest at the rate of nine percent (9%) per annum from the due date thereof. If such delinquency is not paid within ten (10) days after the date of such notice, it will become an automatic lien on the owners property the Association may also file a claim of lien against the property of such defaulting Owner. The amount of any such delinquent assessment plus interest thereon at the rate of nine percent (9%) per annum and costs of collection thereof (including attorneys' fees) shall be and become an immediate inchoate lien against the property of such defaulting Owner AND a choate lien immediately upon recordation of a notice of default in the Office of the Recorder of King County. Such notice of default shall state, (1) the name of the defaulting Owner, (2) a description of the property against which claim of lien is made, (3) that the claim of lien is made pursuant to these Covenants and Restrictions in an amount equal to the delinquent assessment and other charges as provided herein, and (4) the right of the Owner to cure the default.

(2) Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, costs and reasonable attorneys' fees shall be allowed. In the event the foreclosure is under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the Association for conduct of the sale and shall be entitled to expenses and to such fees as may be prevailing at the time the sale is conducted or as may be allowed by law.

NOTICES; DOCUMENTS; DELIVERY.

Any notice or any other document permitted or required by these Covenants and Restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to an Owner, at the address from time to time given by such Owner to the Association for the purpose of service of such notice, or, if no such address has been so given, then at any condominium within the Development owned by the Owner; provided, however, that any such address may be changed from time to time by any Owner, by notice in writing, delivered to the Association.

DATED this 20 day of May, 2009

The Gayle Homeowners Association

ATTEST: The above amendment was properly adopted:

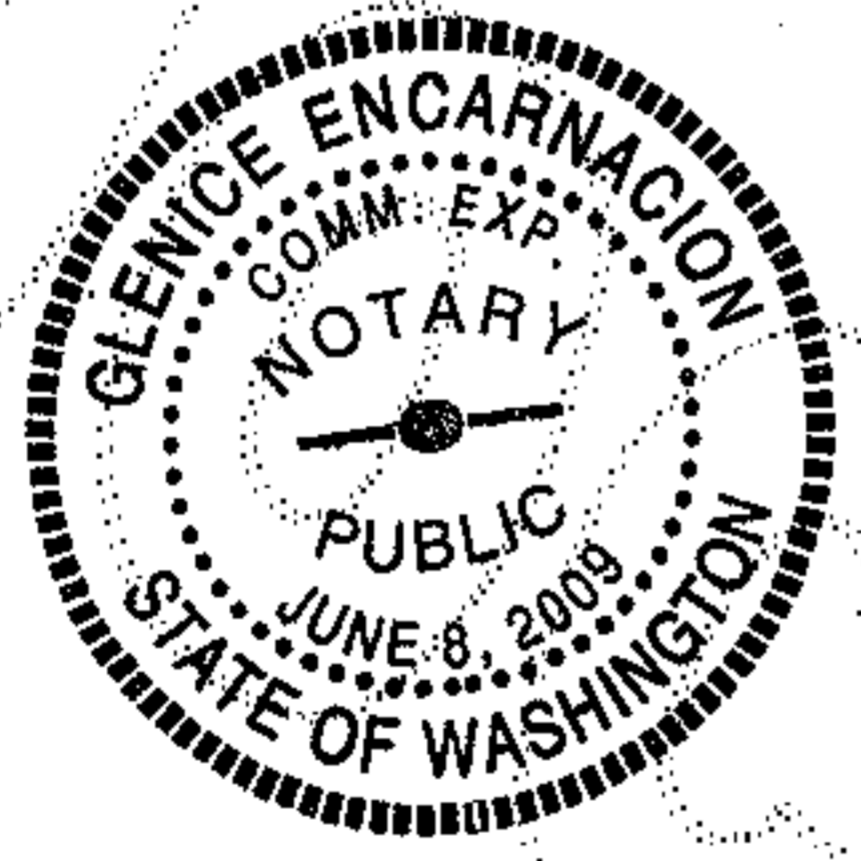
By: Charles Traylor
President

By: Meghan Traylor
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Person#1 and Person#2, to me known to be the President and Secretary of The Gayle Homeowners Association the non profit unincorporated association that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath states that they were authorized to execute the instrument.

DATED this 20th day of May, 2009.



Glenice Encarnacion

Notary Public in and for the State of Washington, residing at Mountlake Terrace
My commission expires: June 8, 2009