# DECLARATION OF CONDOMINIUM OWNERSHIP

# FOR

# THE GAYLE

THIS DECLARATION of covenants, conditions and restrictions, herei after called "Declaration," is made and executed at Seattle, in King County, State of Washington, this 6 day of March, 1978, by PAUL W. CHEMNICK and PATRICIA J. CHEMNICK, husband and wife; EUGENE M. MOEN and MARGARET MOEN, husband and wife; and ARTHUR PASETTE and SALLY PASETTE, husband and wife, hereinafter called "Declarant," pursuant to the provisions of the Horizontal Property Regimes Act of the State of Washington, Chapter 64.32 of the Revised Code of Washington, as amended, herein referred to as the "Act." The recording number of the survey map and plans of the Buildings which this Declaration affects is Recording Number 7803090536, King County, State of Washington.
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WITNESSETH:

Declarant is the owner in fee simple of certain land in the City of Seattle, King County, State of Washington, to wit:

> Lot 7, Block 46 Supplementary 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.

The purpose of this Declaration is to submit the premises to the condominium form of ownership and use in the manner contemplated pursuant to the Act and to establish for Declarant's own benefit and for the mutual benefit of all future owners or occupants of the premises, or any part thereof, certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof.

Declarant intends that the Apartment owners, mortgagees, occupants, and all other persons hereafter acquiring any interest in the premises shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and to protect the premises and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant does hereby publish and declare that all of the land described above and the improvements thereon are held and shall be held, used, conveyed, encumbered, leased, rented, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the division of the premises into condominium Apartments and shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns, and any and all persons acquiring or owning

an interest in and to the land and improvements thereon, their grantees, successors, heirs, executors, administrators and assigns:

1. DEFINITIONS

Certain terms, as used in this Declaration, shall be defined as follows, unless the context clearly indicates a different meaning thereof.

1.1 "Apartment Owner" shall mean the person owning the beneficial interest in an Apartment, including any natural person, corporation, partnership, association, trustee or other legal entity.

1.2 "Apartments" shall mean those areas of the buildings which are not owned in common with all owners and are intended for restricted, independent use as shown on the Plans and as described in Paragraph __ thereof.

1.3 "Association" shall mean the association of Apartment owners under the name of "The Gayle Condominium" and its successors.

1.4 "Board of Directors" shall mean the governing body of the Condominium elected pursuant to Paragraph 10.3 hereof.

1.5 "Buildings" shall mean the structures upon the Property, as described in Exhibit A, attached hereto and made a part hereof as though fully set forth.

1.6 "Bylaws" shall mean the Bylaws of The Gayle Condominium Association.

1.7 "Common Areas and Facilities" shall consist of those portions of the Property as are set forth in Paragraph 4 below.

1.8 "Condominium" shall mean The Gayle.

1.9 "Declarant" shall mean Paul W. Chemnick and Patricia J. Chemnick, husband and wife; Eugene M. Moen and Margaret Moen, husband and wife; and Arthur Pasette and Sally Pasette, husband and wife; 650 Colman Building, Seattle, Washington 98104.

1.10 "Declaration" shall mean this instrument, by which the condominium known as The Gayle is established pursuant to the Act.

1.11 "Limited Common Areas and Facilities" means those portions of the Property as are set forth in Paragraph 6 below.

1.12 "Manager" shall mean the manager or other person or corporation in charge of the administration or management of The Gayle.

1.13 "Mortgage" shall mean a mortgage or deed of trust or other security interest.

1.14 "Mortgagee" shall mean the holder of a mortgage, a beneficiary of a deed of trust, or a secured party.

1.15 "Plans" shall mean the survey map and building plans of The Gayle simultaneously recorded herewith.

1.16 "Property" shall mean the entire parcel of real property referred to in this Declaration and all improvements, buildings, structures, Apartments, easements, rights, and appurtenances belonging thereto and located thereon and all articles of personalty intended for use in connection therewith.

1.17 "Record" shall mean to file or record with the Recording Officer of King County, State of Washington.

2. NAME

The name by which the Condominium shall hereafter be known is "The Gayle."

3. DESCRIPTION OF IMPROVEMENTS

The improvements which are a part of the Property are described in Exhibit A, attached hereto and made a part hereof as though fully set forth herein.

4. COMMON AREAS AND FACILITIES

4.1 The land above described.

4.2 The roof, foundation, columns, girders, studding, joists, beams, supports, main walls (excluding only non bearing interior partitions of apartment) and all other structural parts of the building to the interior surfaces of the apartments' perimeter walls, floors, ceilings, windows and doors; that is to the boundaries of the apartments as the boundaries are defined in the Act, and any replacements thereto; provided that the term "interior surfaces" shall not include paint, wallpaper, carpeting, tiles or other such decorative surface coverings or finishes.

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4.3 Installations of central services such as power, light, gas, hot and cold water, heating and incinerating, pipes, conduits and wires wherever they may be located whether in partitions or otherwise, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use.

4.4 The yard, gardens or landscapted areas and walkways which surround and provide access to the building.

4.5 The ground level area, lobbies, halls and corridors not within individual apartments, storage areas, stairways, and stairs and entrances and exists of the building.

4.6 Certain items which could ordinarily be considered common areas such as, but not limited to, screen doors, window screens, awnings, storm windows, planter boxes and the like may, pursuant to decision of a majority of the voting power of the owners, and specifications in the bylaws or administrative rules be designated as items to be furnished and maintained by apartment owners at their individual expense in good order according to standards and requirements set by the Board by rule, regulation or by law.

5. APARTMENTS

As provided in the Act, the boundary lines of an Apartment within The Gayle are the interior survaces of the perimeter walls, floors, ceilings, windows and doors thereof and the Apartment includes both the portions of the buildings so described and the air space so encompassed; in addition the Apartment shall include the outlet of any utility service lines such as water, sewage, gas or electricity and ventilating ducts within the Apartment but shall not include any part of such lines or ducts themselves, which lines and ducts shall be common areas and facilities regardless of whether such lines or ducts shall run through air space encompassed by the Apartment or any portion within an Apartment. The Apartment number of each Apartment, its location, approximate area, number of rooms and the immediate common area to which it has access are described in Exhibit A, the accompanying survey map and plans, all of which are attached hereto and made a part hereof as though here fully set forth.

6. DESCRIPTION OF LIMITED COMMON AREAS, EASEMENTS FOR EXCLUSIVE USE RESERVED FOR CERTAIN APARTMENTS

6.1 Limited common areas. The areas hereinafter described normally considered limited common areas and facilities hereby reserved unto Declarant and the Board of Directors of the condominium association for the exclusive use of the apartments to which the use of the areas described, or a portion thereof, shall be assigned by the Declarant or the Board of Directors of the condominium association.

6.2 Declarant and the Board of Directors of the Home Owners Association have reserved all areas designated as limited common storage areas on Sheet 3, Survey Map and Plans, for its exclusive control and for subsequent assignment. Upon assignment to a particular apartment, said storage locker shall be considered a limited common area for the exclusive use and benefit to the apartment to which it is assigned. The boundaries of said storage lockers are defined by the interior surfaces of the top, bottom, door and sides of said storage locker.

7. VALUE AND PERCENTAGE INTEREST

The schedule attached hereto as Exhibit B sets forth the value of the Property, the proportionate value of each Apartment, and the percentage of undivided interest in the limited common areas and the common areas and facilities appertaining to each Apartment and its owner for all purposes, including voting and sharing of common expenses and common profits.

8. EASEMENTS

In addition to any exclusive easements hereinabove established in the common areas and facilities, the Apartments and common areas and facilities shall also have and be subject to the following easements and rights:

8.1 Each Apartment shall have appurtenant thereto non-exclusive easements in the common areas and facilities designed for such purposes for ingress to, egress from, utility services for and support of such Apartment; in other common areas and facilities for use according to their respective purposes, subject always, to the exclusive or limited use of the limited common areas and facilities, as provided in Section 6 above; and in all other Apartments of the buildings for support.

8.2 The Association shall have the right, to be exercised by its Board of Directors or Manager, to enter any Apartment and any limited common areas and facilities from time to time during reasonable hours as may be necessary for the proper operation of the Property for inspection to verify that the Apartment owner is complying with the provisions of this Declaration, the Bylaws and House Rules, and for making emergency repairs where necessary to prevent damage to the common areas and facilities or to another Apartment or Apartments. Requests for such entry shall be made in advance where convenient, and such entry shall be scheduled for a time convenient to the Apartment owner. However, in case of any emergency, such right of entry shall be immediate whether the Apartment owner is present at the time or not.

9. NONDIVISION OF PERCENTAGE INTERESTS

The percentage interests in the common areas and facilities to each Apartment shall have a permanent character, shall not, unless otherwise provided or intended, be altered without the consent of all Apartment owners expressed in a duly recorded amendment to this Declaration, shall not be separated from such Apartment, and shall be

deemed to be conveyed or encumbered with such Apartment even though not expressly mentioned or described in the conveyance or other instrument. The common areas and facilities shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided in the Act.

10. ASSOCIATION

Operation of The Gayle shall be by an unincorporated Association which shall be organized and shall fulfill its functions pursuant to the following provisions:

10.1 Name - The name of the Association shall be The Gayle.

10.2 Powers - The Association shall be the governing body for all of the Apartment owners for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Apartment owners, in accordance with the provisions of the Declaration and Bylaws. Each apartment owner shall be a member of the Association, so long as he shall be an Apartment owner, and each membership shall automatically terminate when he ceases to be an Apartment owner. The new Apartment owner succeeding to such Apartment ownership interest shall likewise succeed to such membership in the Association. The aggregate number of votes for all members of the Association shall be 100, which shall be divided among the respective unit owners in accordance with their respective percentages of undivided interest in the common areas and facilities, as set forth in Exhibit B incorporated by this reference.

10.3 Board of Directors - The Board of Directors shall consist of three members. The initial Board of Directors shall be designated by Declarant, which Board shall continue until a Board of Directors shall be elected by the Apartment owners and authority granted in the manner provided by the Bylaws. In the event of any dispute or disagreement between any Apartment owners relating to The Gayle, or any question of interpretation or application of the provisions of the Declaration and Bylaws, the determination thereof by the Board of Directors shall be final and binding on each of such Apartment owners.

10.4 Bylaws - The Declarant simultaneously with recording hereof has approved interim Bylaws to govern the affairs of the Association, its meetings and the operation of the Property until the Association formally adopts Bylaws, not inconsistent with the Act or this Declaration by a majority of voting power at its organizational meeting.

10.5 Voting - At any meeting of Apartment owners, all Apartment owners, including Declarant or Declarants successor or assignee, shall be entitled to cast their votes in conformity with the allocation described in Section 10.2. Any Apartment owner may attend and vote at such meeting in person or by proxy. Proxies shall be in writing, signed by the Apartment owner, and filed with the Board of Directors or Manager. The last Apartment owner of record whether by purchase, devise, foreclosure or otherwise, shall be entitled to vote until the Board of Directors or manager have received actual notice of the conveyance by the owner of his Apartment or the assignment of his voting power or rights. Where there is more than one owner of any Apartment, any or all of such persons may attend any meeting of the Association, but it shall be necessary for all said owners to act unanimously in order to cast the vote to which they are entitled. Any designation of proxy to act for such persons must be signed by all persons. A corporate apartment owner may cast its vote by its authorized corporate officer or agent.

10.6 Meetings - The presence at any meeting of the holders

of a majority of voting power shall constitute a quorum. In the event a quorum is not present at any meeting, the holders of voting power present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the provisions of the Bylaws of the Association.

## 11. BUDGET, EXPENSES AND ASSESSMENTS

11.1 The Board of Directors shall from time to time and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessments, and assess the common expenses to each Apartment in proportion to the Apartment's percentage of undivided interest in the common areas and facilities. The expenses of maintaining, repairing or replacing any limited common areas and facilities shall be charged to the Apartment to which such limited common areas and facilities pertain. The Board of Directors shall advise each Apartment owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all Apartment owners and, if so requested, to their respective mortgagees.

11.2 Common expenses shall include:

(a) Expenses of administration
(b) Expenses of maintenance, repair or replacement of common areas and facilities.
(c) Cost of insurance or bond required by this Declaration and the Bylaws.
(d) Expenses of sewage and garbage and other utilities not billable directly to Apartment owners.
(e) Reserve for replacements and deferred maintenance.
(f) Any deficit in common expenses for any prior period.
(g) Costs of additions, alterations or improvements subject to the limitations hereinafter set forth.
(h) Any other items properly chargeable as expenses of the Association.

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 herewith. The Declarant 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 60 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 60 days shall be deemed delinquent and shall bear interest at the rate of 10% per annum 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, shall belong to the Association.

11.4 Whenever in the judgment of the Board of Directors the common areas and facilities shall require additions, alterations, or improvements in any one year costing in excess of $1,500.00, and the making of such additions, alterations or improvements shall have been approved by the following percentage vote of the total voting power of the Apartment owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Apartment owners for the cost thereof as a common charge: $1,500.01 - 5,000 -- 51%; $5,000.01 - 10,000 -- 75%; $10,000.01 -- 100%. Any

additions, alterations, or improvements costing $1,500.00 or less, in any one year, may be made by the Board of Directors without approval of the Apartment owners, and the cost thereof shall constitute a common charge. This paragraph shall not be amended except by unanimous vote of all Apartment owners.

12. COLLECTION OF ASSESSMENTS

12.1 Unpaid assessments shall constitute a lien on each Apartment against which the assessment was made and the owner of such Apartment shall pay such assessment before the same is delinquent. The Board of Directors, or its Manager, may initiate an action to foreclose and enforce payment of any delinquent assessment and in such event the Apartment owner liable therefor shall pay all of the costs and expenses incurred incident thereto including a reasonable sum as attorneys fees, all of which shall be secured by the lien herein provided.

12.2 The lien for assessments shall be prior to all other liens except tax liens on an Apartment in favor of any governmental assessing unit or special district and all unpaid sums on mortgages of record, including deeds of trusts to University Federal Savings & Loan Association filed August 31, 197[illegible] and to Michael H. Whims and Jane M. Whims, his wife, filed December 30, 1977, provided that after foreclosure of such mortgage or possession of the Apartment as a result thereof, all assessments thereafter accruing shall constitute a lien on the Apartment enforceable as herein provided.

12.3 If an Apartment owner shall rent his Apartment to a tenant, the Board of Directors, in their discretion, may require that said apartment owner contemporaneously assign all rents to become due to the Board of Directors, as security for any assessments on the apartment which may become delinquent. Payment of such rent to the Association shall discharge the tenant's obligations to the Apartment owner to the extent of such payment. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Apartment rental or a waiver of the Apartment owner's obligations hereunder.

13. MORTGAGES

13.1 Each Apartment owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Apartment, together with its percentage of undivided interest in the common areas and facilities. No Apartment owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except to the extent of his Apartment and his respective ownership in the common areas and facilities.

13.2 Any Apartment owner may pledge or assign his voting rights to a mortgagee. In that event, the mortgagee shall be sent all notices to which the Apartment owner is entitled hereunder and shall be entitled to exercise each Apartment owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors.

13.3 In the event that a notice of default is given to the Association by any mortgagee holding a mortgage which is a first lien on an Apartment, then and in that event, and until the default is cured, the right of the owner of such Apartment to vote shall automatically be transferred to the mortgagee.

13.4 No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees in this instrument with respect to any unsatisfied

mortgage duly recorded in the public records of King County, Washington unless the amendment shall be consented to in writing by the holder of such mortgage.

13.5 Nothing contained herein shall limit or restrict the Board of Directors' right on behalf of the Association to cure any default under mortgages to which the liens created hereunder may be subordinate. The Board of Directors is expressly authorized but not obligated to cure any and all such defaults by payments to the mortgagee or mortgagees of a defaulting Apartment owner from funds properly held by the Association, and any such payments and expenses incurred incident thereto shall be forthwith repaid by the defaulting Apartment owner with interest at 10% per annum and shall be a special assessment against the Apartment owner's Apartment.

13.6 To facilitate the purchase of mortgages by the Federal Home Loan Mortgage Corporation, the condominium constituent documents including this declaration and the bylaws contain the following special warranties:

(a) A first mortgagee is entitled to written notification of default by a unit borrower of any obligation under the condominium constituent documents which is not cured within 60 days--Declaration, paragraph 11.3;

(b) These documents contain no provisions entitling the Association or other party to a right of first refusal;

(c) A first mortgagee who obtains title to a condominium unit by foreclosure will not be liable for such unit's unpaid dues or charges which accrued prior to acquisition of title to such unit by the mortgagee--Declaration, paragraph 12.

(d) All first mortgagees must consent to abandonment or termination of the project--Declaration, paragraph 21;

(e) All first mortgagees must consent to changing the pro rata interest of the units in the common area--Declaration, paragraphs 9 and 22;

(f) All first mortgagees must consent to partitioning, encumbering, selling or otherwise adversely affecting the rights of first mortgagees to be secured in the common areas--Declaration, paragraphs 9 and 22;

(g) Seventy-five percent of first mortgagees must consent to partition or subdivision of any condominium unit--Declaration, paragraph 16.4;

(h) Except as provided, in case of substantial loss to the property, seventy-five percent (75%) of first mortgagees must consent to any amendment of this Declaration which would allow for use of hazard insurance proceeds for purposes other than for the repair, replacement or reconstruction of the damaged property--Declaration, paragraphs 19.1 and 22.

(i) All mortgagees shall have the right to examine books and records of the Condominium Association or condominium project--Bylaws, article VI(4);

(k) The monthly Condominium Association dues or charges shall be adequate to establish a reserve fund for maintenance, repairs and replacement of common elements on a periodic basis--Declaration, paragraph 11.

(l) Any agreement for professional management shall provide for termination by the Condominium Association without cause or payment of a termination fee on sixty days' written notice and shall have a maximum duration of two years--Declaration paragraph 14.

(m) The Board of Directors shall notify any mortgagee or the Federal Home Loan Mortgage Corporation (c/o servicer at servicer's address) of any loss by casualty or by condemnation to any of the common areas or facilities in the amount of $10,000 or more or of any loss by casualty or condemnation to any apartment which is security for such mortgage in the amount of $1,000 or more--Declaration, paragraphs 19.3 and 20.2.

14. DELEGATION TO MANAGER

Mad Dog Builders, Inc., a Washington corporation, shall be the first Manager of The Gayle and shall hold that office at Declarant's option for a period not exceeding two years, subject to satisfactory service, on reasonable compensation to be established by Declarant. A Manager may be terminated for cause or at any time without cause or payment of a termination fee by the Board of Directors upon 60 days written notice. Subject to this provision, the Board of Directors may delegate any of its managerial duties, powers or functions to any person, firm or corporation to act as Manager of the Gayle, provided that any such delegation shall be revocable upon reasonable notice, the period thereof to be fixed by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power, or function so delegated by written instrument executed by a majority of the Board of Directors. In the absence of any appointment, the Chairman elected by the Board shall act as Manager.

15. APARTMENT OWNER'S OBLIGATION TO MAINTAIN

15.1 Each Apartment owner shall, at his sole expense, keep the interior of his Apartment and its equipment, appliances, and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of his Apartment. In addition to decorating and keeping the interior of the Apartment in good repair, each Apartment owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating equipment, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges, or any other appliances that may be in or connected with his Apartment. The Apartment owner also shall, at his sole expense, keep any storage locker assigned to his Apartment in a clean and sanitary condition.

15.2 The Apartment owner shall not, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement or addition in or to his Apartment, or in or to the exterior of the buildings or any other areas and facilities. The Apartment owner shall do no act nor any work that will impair the structural soundness or integrity of the building or safety of the property without the written consent of all Apartment owners. The Apartment owner shall not paint or decorate any portion of the exterior of the buildings or other common areas and facilities without first obtaining written consent of th eBoard of Directors.

15.3 If, due to the act or neglect of an Apartment owner, or of a member of his family or his household pet or of a guest or other authorized occupant or visitor of such Apartment owner, damage shall be caused to the common areas and facilities or to an Apartment or

Apartments owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Apartment owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not covered by the Association's insurance.

16. USE AND LIMITATIONS UPON USE

No part of the Property shall be used for other than housing and the related common purposes for which the property is designed.

16.1 Apartments -

(a) Each Apartment shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Apartment owner from maintaining his personal professional library therein; keeping his personal business and professional records or accounts therein; or handling his personal business or professional telephone calls or correspondence therefrom

(b) No animals shall be raised, bred or kept in any Apartment, except for dogs, cats or other household pets of an Apartment owner, provided that they are not kept for any commercial purposes and provided further that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board of Directors, and provided that they shall not in the judgment of the Board of Directors constitute a nuisance to others.

(c) No unlawful, noxious or offensive activities shall be carried on in any Apartment or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others; provided nothing herein shall be deemed to be related to the personal sexual practices or preferences of Apartment owners.

(d) Each Apartment owner shall maintain his Apartment in good condition and in good order and repair, at his own expense, and shall maintain a minimum temperature in his Apartment in the winter as set forth by the Board of Directors, and shall not do or allow anything to be done in his Apartment which may increase the rate or cause the cancellation of insurance on other Apartments or on the common areas and facilities. Each Apartment owner shall not display, hang, store or use any signs, clothing, sheets, blankets, laundry, or other articles outside his Apartment, or which may be visible through his windows from the outside (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board of Directors), or paint or decorate or adorn the outside of his Apartment, or install outside his Apartment any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors or Manager.

(e) No Apartment owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating, or air-conditioning system or plumbing system, without the prior written consent of the Board of Directors or Manager.

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; and in special areas shall be used for the purposes approved by the Board of Directors. The use, maintenance and operation of the common areas and facilities shall not be obstructed, damaged or unreasonably interfered with by any Apartment owner.

16.3 House Rules - All Apartment owners shall recognize and be bound by the House Rules governing the details of the operation of The Gayle and the use of the areas and facilities, as adopted simultaneously herewith by Declarant and as the Board of Directors may from time to time adopt and amend. Each Apartment owner shall fully observe and perform the same and be responsible for their strict observance and performance by the Apartment owner's lessees (including sublessees of such lessees), tenants, invitees, guests, employees, under-tenants and agents of said Apartment owner. A copy of the House Rules and of each amendment thereto shall be delivered to each Apartment owner or sent to each Apartment owner in the manner set forth for notices in the Bylaws.

16.4 Subdivision and Combination of Apartments and Common Areas and Facilities - A resolution adopted by owners (other than the developer) having seventy-five percent (75%) of the votes may provide for the subdivision or combination, or both, of any Apartment or Apartments or of the common or limited common areas and facilities, or any parts thereof, and the means for accomplishing such subdivision or combination, or both, and any such resolution shall also provide in conjunction therewith for the appropriate amendments to this Declaration, the Bylaws, or any other documents or agreements affected thereby; provided that the space combined or subdivided shall, after such subdivision or combination, have the same percentage of total value that such space had prior to such subdivision or combination unless such percentage of total value is changed by appropriate amendment in accordance with Section 22 hereof and provided further that such subdivision and/or combination receives the written approval of any mortgagees or the underlying real estate contract vendor in the event said parties are secured or retain an interest in any exclusive portion of the property being subdivided or combined; and provided further that at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval. The Board of Directors shall pay out of the maintenance fund that portion of the costs involved with such subdivision or combination which bears a reasonable relation to the benefit accruing to the Association.

17. LIMITATIONS ON LIABILITY

17.1 The Board of Directors shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors or for injury or damage to person or property caused by the elements or by another Apartment owner or person in The Gayle or resulting from the flow of electricity, water, or gas from outside or from any parts of the buildings or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by negligence of the Board of Directors. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from making of repairs or improvements to the common areas and facilities or from any action taken to comply with any law, ordinance, or orders of governmental authorities. The Board of Directors and Manager shall not be responsible to Apartment owners for loss or damage by theft or otherwise of articles which may be used or stored by Apartment owners on the Property or in the Apartments.

17.2 Each member of the Board of Directors shall be indemnified by Apartment owners against all expense and liabilities, including attorneys' fees, reasonably incurred or imposed in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a

member of the Board of Directors, including the settlement of any proceeding, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance in the performance of his duties; provided, that in any event the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

18. INSURANCE

18.1 Insurance upon the Property shall be purchased by the Association for the benefit of the Association, the Apartment owners and their respective mortgagees or real estate contract vendor. Master policies shall be obtained by the Association providing for individual certificates of insurance to be issued to each Apartment owner showing the amount of insurance applicable to his respective Apartment, with additional provisions for loss payable endorsements in favor of mortgagees or real estate contract vendor of such Apartment in such form as may be satisfactory to the mortgagees or real estate contract vendor. Such insurance coverages shall be written in the name of the Manager or the Board of Directors, as the trustee for each of the Apartment owners in their respective percentages of undivided interest in the common areas and facilities as established in this Declaration, and the proceeds thereof shall be payable to the named insured and the loss payees.

(a) Fire Insurance - The buildings and improvements upon the land and all personal property included in the areas and facilities shall be insured in an amount equal to full replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association subject to any requirements which may be imposed by mortgagees of the Apartments. Such coverage shall afford the following types of protection:

(i) Fire Insurance with Extended Coverage - Insurance shall afford protection against loss or damage due to fire or other hazards covered by a standard fire insurance policy with an extended coverage endorsement.

(ii) Vandalism and Malicious Mischief - The Property shall be insured against loss or damage due to vandalism and malicious mischief, if such insurance is deemed practical by the Board of Directors.

(iii) Earthquake - Insurance shall be purchased to afford protection against loss or damage due to earthquake and optional perils, if such insurance is deemed practical by the Board of Directors

(b) Liability - Liability insurance shall be purchased with such limits, not less than $1,000,000. as the Board of Directors shall determine advisable, which policies shall name as insured the individual Apartment owners and the Association, its officers and employees.

(c) Other Insurance - Other types of insurance, including, but not limited to, glass coverage, shall be purchased as the Board of Directors from time to time may determine appropriate.

18.2 The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, and including insurance for such other risks, of a similar or dissimilar nature, as they in their discretion deem desirable. Premiums for such insurance shall be common expense, and all of said insurance shall be governed by the following provisions:

(a) All policies shall be written with a company

licensed to do business in the State of Washington and holding a rating of "AAA" or better by Best's Insurance Reports.

(b) Exclusive authority to adjust losses under policies hereinafter in force in The Gayle shall be vested in the Board of Directors or its authorized representative, and subject to approval by any mortgagee or real estate contract vendor involved.

(c) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with additional insurance purchased by individual Apartment owners or their mortgagees.

(d) Each Apartment owner shall be required to notify the Board of Directors of all improvements made by the owner of his Apartment, the value of which is in excess of $1,000.

(e) The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claim against the Board of Directors, the manager, their respective agents, servants, guests and tenants.

(ii) That the master policy on The Gayle cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without a prior demand in writing that the Board of Directors or Manager cure the defect.

(iii) That any "no other insurance" clause in the master policy exclude individual Apartment owners' policies from consideration.

(f) An annual insurance review shall include an appraisal of the improvements in The Gayle by a representative of the insurance carrier writing the master policy.

(g) Each Apartment owner shall be responsible for his own insurance on the contents of his Apartment, and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by liability insurance for all the Apartment owners obtained as a part of the common expense as above provided. Neither the Condominium Association or the Board of Directors shall in any way restrict the right of apartment owners to obtain their separate casualty insurance coverage. However, any Apartment owner who obtains individual insurance policies covering any portion of the property other than personal items belonging to such owner contained within his Apartment shall be required to file a copy of such individual policy or policies with the Board of Directors within 30 days after purchase of such insurance.

19. DAMAGE AND DESTRUCTION

19.1 In case of fire, casualty or other disaster, the Board of Directors shall promptly repair the damage to or destruction of the buildings, using insurance proceeds for that purpose, and the Apartment owners shall be liable for assessment for any deficiencies; provided, however, if fifty percent (50%) or more of the building be destroyed or substantially damaged and if within ninety (90) days subsequent to such destruction or damage it is not determined by the apartment owners to repair, reconstruct or rebuild or if the apartment owners unanimously agree to do otherwise, the proceeds shall be applied against any then unpaid balance on the note secured by the underlying deed of trust, and

the remainder of said Apartment that which the Property shall be deemed owned in common by the Apartment owners subject to the rights of mortgagees as their interests may appear and subject to action for partition, all as provided in the Act.

19.2 If an Apartment is abandoned by an owner following damage to the Property, or if the owner fails to respond to its mortgagee within 30 days from the date notice is mailed by the mortgagee to the owner that the insurance carrier offers to settle a claim for insurance benefits, the mortgagee is authorized to collect and apply the insurance proceeds at mortgagee's option either to restoration or repair of the Property or to the mortgage balance.

19.3 The Board of Directors shall notify any mortgagee or the Federal Home Loan Mortgage Corporation (c/o servicer at servicer's address) forthwith of any loss by casualty to any of the common areas and facilities in the amount of $10,000 or more or of any loss by casualty to any Apartment which is security for such mortgage in the amount of $1,000 or more.

20. CONDEMNATION

20.1 In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the mortgagees as their interests may appear or if the respective mortgagees choose not to apply said award against the remaining balances then due, the award shall be payable to the Board of Directors.

20.2 The Board of Directors shall notify any mortgagee or the Federal Home Loan Mortgage Corporation (c/o servicer at servicer's address) forthwith of any loss by condemnation of any of the common areas and facilities in the amount of $10,000 or more or of any loss by casualty to any Apartment which is security for such mortgage in the amount of $1,000 or more.

21. REMOVAL

The Apartment owners may, by an affirmative vote of 100 percent of the total voting power of the Apartment owners at a meeting called for such purpose, agree to remove the Property from condominium ownership as provided in the Act. In such event, provided that the mortgagees and holders of all liens affecting any of the Apartments consent thereto or agree, by instrument duly recorded, that their mortgages, or liens be transferred to the respective percentages of the individual interest of the Apartment owners in the Property, which shall be the respective percentages previously owned by such owners in the common areas and facilities, the Property shall be deemed to be removed from the Act upon duly recording an instrument to that effect.

22. AMENDMENT

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium as specified under the Act. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. Except as otherwise provided herein, this Declaration may be amended by an instrument in writing setting forth such amendment, consented to by Apartment owners holding two-thirds of the voting power, and certified by the Secretary of the Board of Directors; provided, however, that this Declaration shall not be amended to alter the value of the Property or the value of any Apartment or the percentage of undivided interest of any Apartment in the common areas and facilities or to permit removal from condominium ownership without the consent of Apartment owners having 100 percent of the voting power; provided that except as otherwise required under the terms of this Declaration or the Act, paragraph 19.1 of this Declaration may not be amended to permit the use of hazard insurance

proceeds for losses to any condominium property (whether to units or to common elements) for other than repair, replacement or reconstruction of such property without the prior written approval of seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned); and provided further that this Declaration may not be amended so as to conflict with the provisions of the Act or in deprivation of any right or lien held or claimed by any holder of a recorded mortgage. The amendment accomplished pursuant hereto shall be effective upon recordation of such instrument with the Recording Officer for King County, Washington.

23. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

24. PERPETUITIES

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until 21 years after the death of the survivor of the now living descendants of the President of the United States as of the date this instrument is recorded.

25. RIGHTS AND OBLIGATIONS

Each grantee of Declarant by the acceptance of an Apartment deed and each purchaser under any contract for such deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

26. SERVICE OF PROCESS

Paul W. Chemnick, 2526 33rd South, Seattle, Washington 98144 shall be the person designated to receive service of process in cases provided in subsection (8) of Chapter 64.32.090 of the Revised Code of Washington, as amended.

27. EFFECTIVE DATE

This Declaration shall take effect upon recording.

Paul W. Chemnick
PAUL W. CHEMNICK

Patricia J. Chemnick
PATRICIA CHEMNICK

Eugene M. Moen
EUGENE M. MOEN

Margaret Moen by Eugene M. Moen her attorney in fact
MARGARET MOEN

Arthur Parette by Sally Parette his attorney in fact
ARTHUR PARETTE

Sally Parette
SALLY PARETTE

7803080539

MAR 9 1978

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me PAUL W. CHEMNICK and PATRICIA CHEMNICK, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March 1978.

Jennifer M. Butosky
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me EUGENE M. MOEN and MARGARET MOEN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March 1978.

Jennifer M. Butosky
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me ARTHUR PASETTE and SALLY PASETTE, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March 1978.

Jennifer M. Butosky
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

**EXHIBIT B**

| Unit No. | Original Value | % of Individual Interest |
|---|---|---|
| 101 | $23,500 | 6.91 |
| 102 | 26,500 | 7.79 |
| 103 | 24,500 | 7.21 |
| 104 | 18,000 | 5.29 |
| 105 | 22,500 | 6.62 |
| 106 | 24,500 | 7.21 |
| 201 | 30,500 | 8.97 |
| 202 | 27,500 | 8.09 |
| 203 | 19,500 | 5.73 |
| 204 | 18,000 | 5.29 |
| 301 | 32,000 | 9.41 |
| 302 | 29,500 | 8.68 |
| 303 | 21,000 | 6.18 |
| 304 | 22,500 | 6.62 |
| | $340,000 | 100.00% |

MAY 15 15

RECORDED KC RECORD

7805160694

ADDENDUM TO DECLARATION OF CONDOMINIUM OWNERSHIP

FOR THE GAYLE CONDOMINIUM

The Declaration of Condominium Ownership for the Gayle filed the 9 day of mar, 1978, under King County Recording No. 7803090539 with respect to the following described real property, to wit:

> Lot 7, Block 46, Supplementary 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

is hereby amended as follows:

1. Paragraph 5 to the Declaration is hereby amended to add: "The building contains fourteen condominium units. Two units are in the basement and four units are in the first, second and third floors. As shown on Exhibit A to the Declaration, being the survey map and plans, copies of which are attached hereto and incorporated herein by reference as hereinafter amended, apartments described as one bedroom units have one bathroom, one bedroom, a kitchen and living room. The living rooms in unit 102, 201, 202, 301, and 302 are divided into two sections by a double doorway opening. Unit 103 and 106 are one bedroom units having a bathroom, kitchen and undivided living room area. All one bedroom units so described have four rooms. Unit 101 is a modified studio apartment having a bathroom, kitchen, and living area divided by a large double door opening. Units 104, 203, 204, 303 and 304 are studio units having a bathroom, kitchen and open undivided living space. For purposes of this Declaration, such apartments are described as having three rooms. Unit 105 is a two bedroom unit having a living room, kitchen, bathroom and two bedrooms. All units have access to the common internal hallway and from there to the stairway and to the walkway to the south on the first floor and to the north from the basement. Unit 105 has an additional access to the sidewalk on the south side of the building along Thomas Street."

2. Exhibit A to the Declaration, being the survey map and plans, is hereby amended as follows:

(1) The building is frame construction covered with brick.

(2) All references to limited common areas are changed to common area designations. The Board of Directors is hereby authorized to assign portions of the common area referred to as storage areas to particular apartments for the exclusive use and benefit to the apartment to which such portion is assigned, and for such time and under such conditions as the Board of Directors shall in its discretion determine to be in the best interests of apartment owners in general.

3. Paragraphs 1.11 and 6 to the Declaration are deleted to conform the document to the language and purpose set forth in paragraph 2(2) of this Addendum.



MAY 16 1978

4. Paragraph 13.6 of the Declaration is hereby amended to delete the phrase "to facilitate the purchase of mortgages by the Federal Home Loan Mortgage Corporation, the condominium constituent documents, including this Declaration and the Bylaws contain the following special warranties" and to add in its place the phrase "to facilitate the purchase of mortgages by the Federal Home Loan Mortgage Corporation and so long as the Federal Home Loan Mortgage Corporation owns an interest in any mortgage or deed of trust in an apartment unit, the following provisions shall apply notwithstanding any other provisions of this Declaration or the Bylaws of the homeowners association: " In addition, said paragraph is amended to delete all references to other paragraphs of the Declaration and/or Bylaws so that the lettered paragraphs stand as a statement of their own, rather than as a reference to other provisions. Said paragraph is further amended as follows: Subparagraph (c) is amended to insert after the word "foreclosure" the language "or trustee's sale or deed in lieu thereof". Subparagraph (h) is hereby amended to add following the word "provided" the words "in the Act",and the words "amendment of this Declaration" are deleted and replaced by the word "plan".

7805160694

5. Exhibit B to the Declaration, being the schedule of original values of condominium units, is hereby amended to include the following reference: "These values do not necessarily reflect the amount for which an apartment will be sold from time to time by the Declarant or by others."

Paul W. Chemnick
PAUL W. CHEMNICK

Patricia J. Chemnick
PATRICIA CHEMNICK

Eugene M. Moen
EUGENE M. MOEN

Margaret Moen by Eugene M. Moen her attorney in fact.
MARGARET MOEN

Arthur Pasette
ARTHUR PASETTE

Sally Pasette
SALLY PASETTE

MAY 16 1978

STATE OF WASHINGTON )
)
County of King )

On this day personally appeared before me PAUL W. CHEMNICK and PATRICIA CHEMNICK, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of May, 1978.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

7805160694

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me EUGENE M. MOEN ~~and MARGARET MOEN, husband and wife~~, to me known to be the individual~~s~~ described in and who executed the within and foregoing instrument, and acknowledged to me that ~~they~~ he signed the same as ~~their~~ his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of May, 1978.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

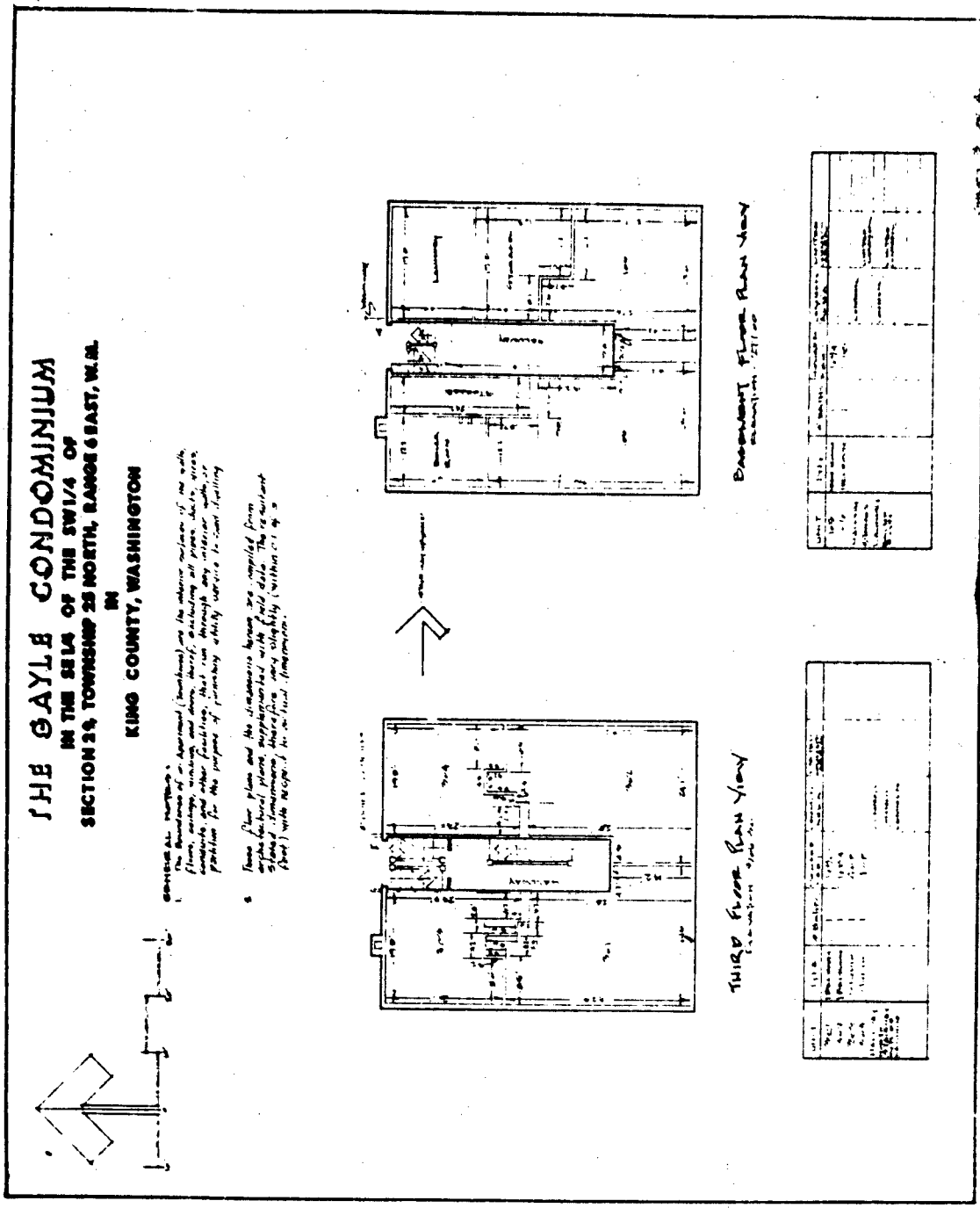
STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me ~~ARTHUR PASETTE and~~ SALLY PASETTE, ~~husband and wife~~, to me known to be the individual~~s~~ described in and who executed the within and foregoing instrument, and acknowledged to me that ~~they~~ she signed the same as ~~their~~ her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of May, 1978.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

MAY 16 1978

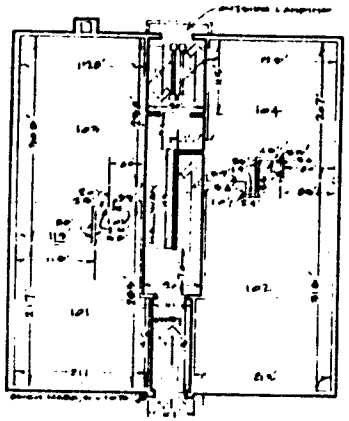



3. Paragraphs 1.11 and 6 to the Declaration are deleted to conform the document to the language and purpose set forth in paragraph 2(2) of this Addendum.

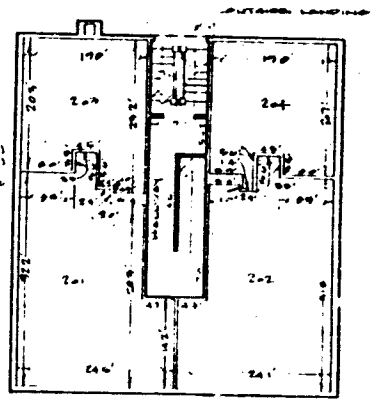
7805160694

# THE GAYLE CONDOMINIUM

IN THE SE 1/4 OF THE SW 1/4 OF
SECTION 29, TOWNSHIP 25 NORTH, RANGE 6, EAST, W.M.
IN
KING COUNTY, WASHINGTON



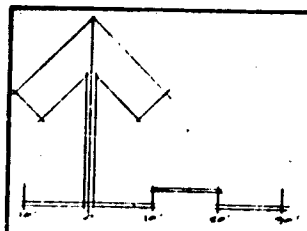
FIRST FLOOR PLAN VIEW



SECOND FLOOR PLAN VIEW

| UNIT | TYPE | | | | | |
|---|---|---|---|---|---|---|
| 101 | | | | | | |
| 102 | | | | | | |
| 103 | | | | | | |
| 104 | | | | | | |
| ENTRY | | | | | | |
| MAILROOM | | | | | | |
| PARTY | | | | | | |
| TOTALS | | | | | | |

| UNIT | TYPE | | | | | |
|---|---|---|---|---|---|---|
| 201 | | | | | | |
| 202 | | | | | | |
| 203 | | | | | | |
| 204 | | | | | | |
| MAILROOM | | | | | | |
| PARTY | | | | | | |
| TOTALS | | | | | | |

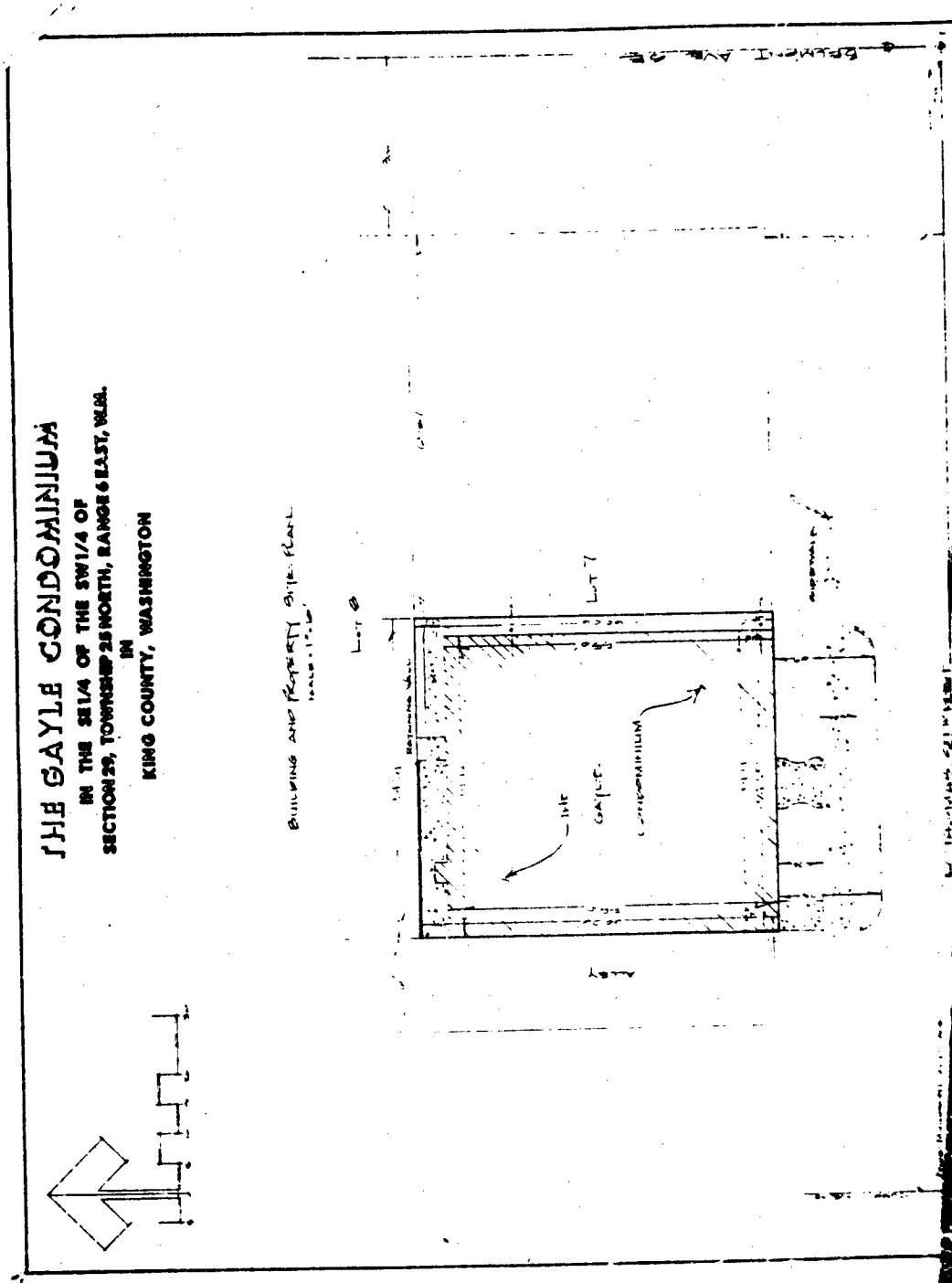


8-10-78

MAY 16 1978

41-1 of 41 Addendum

7805160692




4(a) of this Addendum. [illegible] purpose set forth in paragraph

16X86

7905151157

SECOND ADDENDUM TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE GAYLE CONDOMINIUM

The Declaration of Condominium Ownership for the Gayle filed the 9th day of March, 1978, under King County Recording No. 7803090539 and amended in accordance with the terms of an Addendum to the Declaration recorded May 16, 1978, under Recording No. 7805160694 with respect to the following-described real 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

is hereby amended as follows:

1. Paragraph 5 of the Declaration and Paragraph 1 of the Amendment to the Declaration are amended to provide: "Unit 101 is a one-bedroom unit, having a bathroom, kitchen and undivided living room area. Unit 103 is a studio apartment, having a bathroom, kitchen and undivided living area. This amendment describes the physical modification of the two units whereby the bedroom and adjoining closet previously contained within Unit 103 has now been made part of Unit 101. An amended survey showing the present configuration of these two units is attached hereto and incorporated herein by reference."

2. Exhibit B to the Declaration, being the schedule of original values of condominium units, is hereby amended to reflect the corresponding change in original value and percentage of undivided interest due to the above-described change in exclusive area with respect to Units 101 and 103. Said exhibit also is hereby amended so as to correct the transposition and misappraisal of the relative values of Units 105 and 106 and their respective percentages of undivided interest.

PAUL W. CHEMNICK

PATRICIA CHEMNICK

EUGENE M. MOEN

MARGARET MOEN

ARTHUR PASETTE

SALLY PASETTE

GORDON COLLITON

ROBE[illegible]RSEN

JE[illegible]LY ECKMANN

JAMES KRESSBACH

[illegible] ANNE LOWER

STEVEN LARSEN

MAY 15 1979

97-91-9

ROSEMARY BAUER

NICHOLAS M. BALLARD

MARILEE HAZARD

NYEL STEVENS

PERRY W. CHANDLER

KURT DAHL

MARILYN E. REINER

7905151157

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me PAUL W. CHEMNICK and PATRICIA CHEMNICK, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of May 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me EUGENE M. MOEN and MARGARET MOEN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of March 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.



MAY 15 1979

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me MARILEE HAZARD to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of March 1979.

Carolyn M. Voss
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

7905151157

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me NICHOLAS BALLARD to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of March 1979.

Carolyn M. Voss
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me NYEL STEVENS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of March 1979.

Carolyn M. Voss
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

7905151157

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me PERRY W. CHANDLER to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of [illegible], 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me KURT DAHL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of April, 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me MARILYN F. REINER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of March, 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

7905151157

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me ARTHUR PASETTE and SALLY PASETTE, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of March 1979.

Carolyn M. Cosse
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me GORDON CULLITON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of March 1979.

Carolyn M. Cosse
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me ROBERT PETERSEN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of March 1979.

Carolyn M. Cosse
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

MAY 15 1979

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me JEFFREY ECKMANN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of March 1979.

Carolyn M Chase
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

7905151157

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me JAMES KRESSBACH to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of March 1979.

Carolyn M Chase
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me ROSEMARY BAUER to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of March 1979.

Carolyn M Chase
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

MAY 4 P 4070

STATE OF WASHINGTON )
) ss.
County of King )

On this day personally appeared before me JANE ANNE LOWDER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of May, 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

7905151157

STATE OF WASHINGTON )
) ss.
County of King )

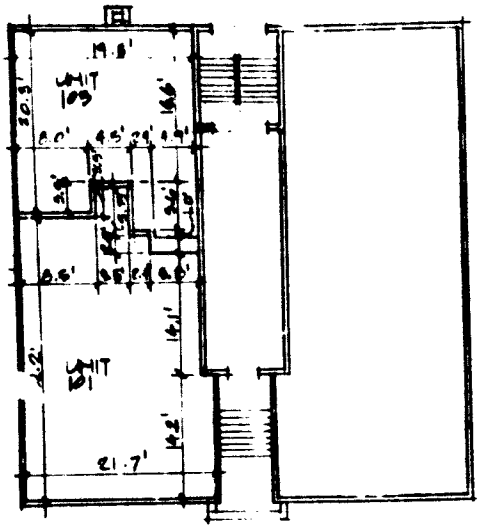
On this day personally appeared before me STEVEN LARSEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of May, 1979.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

MAY 15 1979

THE GAYLE CONDOMINIUM
IN THE SW 1/4 OF THE SW 1/4 OF SEC. 29,
TOWNSHIP 25 NORTH, RANGE 6 EAST W.M.
IN KING CO. WASHINGTON




FIRST FLOOR PLAN - REVISED

| | | |
|---|---|---|
| UNIT 101 | ONE BEDROOM | 406 SQ.FT. |
| UNIT 103 | STUDIO | 651 SQ.FT. |

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EXHIBIT B

| Unit No. | Original Value | % of Undivided Interest |
|---|---|---|
| 101 | $ 28,900 | 8.5 |
| 102 | 26,500 | 7.79 |
| 103 | 19,100 | 5.62 |
| 104 | 18,000 | 5.29 |
| 105 | 27,800 | 8.18 |
| 106 | 19,200 | 5.65 |
| 201 | 30,500 | 8.97 |
| 202 | 27,500 | 8.09 |
| 203 | 19,500 | 5.73 |
| 204 | 18,000 | 5.29 |
| 301 | 32,000 | 9.41 |
| 302 | 29,500 | 8.68 |
| 303 | 21,000 | 6.18 |
| 304 | 22,500 | 6.62 |
| | $ 340,000 | 100.00% |