

**Excise Tax Exempt**

Pierce County, WA

06/22/2022 1:02 PM

Electronically Submitted

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Pierce County, WA KEISENB

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**Name & Return Address:**

Dianne Conway

PO Box 1157

Tacoma, WA 98401

**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

<b>Document Title(s)</b>	Second Amendment to the Second Amended and Restated Sunrise Declaration of Covenants, Conditions, Restrictions and Easements
<b>Grantor(s)</b>	Sunrise Development Corporation of Washington ____ Additional Names on Page ____ of Document
<b>Grantee(s)</b>	Sunrise Master Planned Community ____ Additional Names on Page ____ of Document
<b>Legal Description</b> (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	Ptns Secs 23-27, 35, 36, Township 19N, R4E, and Secs 1-2, T18N, R4E, W.M., Pierce County, Washington Complete Legal Description on Page ____ of Document
<b>Auditor's Reference Number(s)</b>	201611280829 and 201801190552
<b>Assessor's Property Tax Parcel/Account Number(s)</b>	
<b>Non Standard Fee \$50.00</b> <b>By signing below, you agree to pay the \$50.00 non standard fee.</b> I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	
<b>Signature of Party Requesting Non Standard Recording</b> NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

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SECOND AMENDMENT  
TO  
SECOND AMENDED AND RESTATED  
SUNRISE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS

This Second Amendment (“Second Amendment”) to the Second Amended and Restated Sunrise Declaration of Covenants, Conditions, Restrictions and Easements dated November 1, 2016, and recorded under Pierce County Auditor’s No. 201611280829, as amended by that certain First Amendment to the Second Amended and Restated Sunrise Declaration of Covenants, Conditions, Restrictions and Easements dated January 19, 2018, and recorded under Pierce County Auditor’s No. 201801190552 (collectively, “Declaration”), which encumbers the real property legally described on Exhibit A, is made and entered into this 14th day of June, 2022 by SUNRISE DEVELOPMENT CORPORATION OF WASHINGTON, a Washington corporation (“Declarant”) pursuant to its authority under Section 12.4 of the Declaration.

A. Recital E of the Declaration is deleted in its entirety and replaced with a new Recital E as follows:

E. Declarant intends to continue to develop the Property as the planned community now known as Sunrise and formerly known as Rainier Terrace Planned Community. The current Sunrise planned community is more specifically described in the Sunrise Master Planned Community Amended and Restated Development Agreement dated on or about September 15, 2014, between Pierce County and Declarant, which was extended pursuant to that certain First Extension of Amended and Restated Development Agreement for Sunrise Master Plan Community effective May 19, 2021, recorded May 21, 2021, under Pierce County Auditor’s Recording Number 202105210065, as the same may be amended and restated (collectively, “Development Agreement”). The Development Agreement supersedes and replaces the Sunrise Master Planned Community Development Agreement dated as of November 15, 2001, which in turn superseded and replaced the Concomitant Zoning Agreement and Master Land Use Plan to which the original development of Sunrise was subject and that were described in Exhibit B of Pierce County Ordinance 86-925, recorded on March 3, 1987, under Pierce County Auditor’s Recording Number 8703030386.

B. Section 1.32 of the Declaration is deleted in its entirety and replaced with a new Section 1.32 as follows:

1.32 “Multi-Family Rental Structure” means a structure owned by the same entity or entities with two or more Living Units under one roof intended to be rented to third parties. For clarification, independently owned Condominium Units for Single Family occupancy and independently owned Single Family attached housing units are not Multi-Family Rental Structures for purposes of this Declaration.

C. Section 1.40 of the Declaration is deleted in its entirety and replaced with a new Section 1.40 as follows:

1.40 “Quorum of Members” means the presence of Members holding 10% of the votes entitled to be cast at a meeting who are: (a) present in person or by proxy at the beginning of the meeting; (b) have voted by absentee ballot (as provided in the Bylaws); or (c) are present by any combination of (a) and (b) above. Quorum may be applied to the entire membership or to a separate Class or voting group if the matter at issue is not for the consideration of the entire membership.

D. The second sentence of Section 3.4.1 of the Declaration is deleted in its entirety and replaced with the following sentence:

The directors will be elected in accordance with the Bylaws in the following percentages: (a) Class A will elect 20% of the directors; (b) Class B will elect 20% of the directors; and (c) Class C will elect 60% of the directors.

E. The first sentence of Section 3.4.2 of the Declaration is deleted in its entirety and replaced with the following sentence:

After the expiration of the Development Period, the directors will be elected in accordance with the Bylaws in the following percentages: (a) Class A will elect 60% of the directors; and (b) Class B will elect 40% of the directors.

F. The first sentence of Section 3.5.1 of the Declaration is deleted in its entirety and replaced with the following sentence:

The construction, installation, addition, or exterior repair or alteration of Improvements (for purposes of this Section 3.5.1 collectively referred to as “construction”) and the removal, planting, pruning, cutting, or trimming of vegetation within a Steep Slope Area or NGPA (“Vegetation Maintenance”), will be subject to review and approval by the ARC.

G. A new Section 3.5.5 is inserted into the Declaration as follows:

3.5.5 Interior Repairs or Remodels. Subject to the following exceptions, an Owner may remodel, paint, or redecorate the interior of the Owner’s Unit without approval of the ARC.

(a) An Owner must obtain prior approval from the ARC for modifications to the interior of screened porches, patios or similar portions of a Unit visible from outside the structure.

(b) An Owner must obtain prior approval from the ARC for modifications to enclose a garage as living space. With the exception of Multi-Family Rental Structures, a one-to-three bedroom Unit must maintain at least one garage bay, a four-to-six bedroom Unit must maintain at least two garage bays, and a Unit with more than six bedrooms must maintain at least three garage bays. In these situations, approval of enclosing all or part of a garage as living space will be conditioned on construction of replacement garage space,

and any plans for replacement garage space must be included in the application for approval of a garage enclosure.

H. Section 4.7 of the Declaration is deleted in its entirety and replaced with a new Section 4.7 as follows:

4.7 Vehicles. The parking of Vehicles within Sunrise is subject to the provisions of this Declaration and the Rules of the Association. Vehicles may be parked and stored only within the confines of a garage or on an approved parking surface of a Unit. Vehicles may not be parked on any street, except for a period of time that is allowed under applicable Pierce County ordinances or, if applicable, a shorter period of time set forth in the Rules of the Association. Pierce County ordinances governing parking will be deemed to apply to all private streets and will be enforceable by the Association unless otherwise specifically provided for by the Rules of the Association.

I. Section 4.7.1 of the Declaration is deleted in its entirety and replaced with a new Section 4.7.1 as follows:

4.7.1 Prohibited Parking. No parking will be allowed (i) on sidewalks or rolled curbs in Sunrise; (ii) that would block driveway or sidewalk access; or (iii) on lawns or other areas that are not surfaces approved by ARC for parking.

J. Section 4.7.5 of the Declaration is deleted in its entirety and replaced with a new Section 4.7.5 as follows:

4.7.5 Non-Standard Vehicles. Non-Standard Vehicles may not be parked within the Residential Property except for: (i) temporary parking on the concrete driveway situated on a Lot or the street in front of a Lot for a period of not more than 24 successive hours on a frequency of no more than four nonconsecutive times per month for the purpose of cleaning or packing for use, provided that such Non-Standard Vehicle is not used for any cooking or sleeping purposes during that time; (ii) temporary construction trailers or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the ARC so long as the location of such trailers and facilities have been approved by the ARC; and (iii) Non-Standard Vehicles may be parked in garages on Lots.

K. Section 4.21.1 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.1 as follows:

4.21.1 Leasing Definitions. As used in this Declaration, renting or leasing a Unit means the granting of a right to use or occupy a Unit for a specified term or indefinite term (with rent received on a periodic basis) in exchange for the payment of rent (that is, money, property, or other goods or services of value) and the occupancy of a Unit solely by a person or persons other than its Owner, whether or not rent is paid, but does not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common, or

other forms of co-ownership, or the occupancy of a Unit by any person who resides in a Unit with its Owner, whether or not rent is charged therefor. As used in this Declaration, "Tenant" means and includes a tenant, lessee, renter, subtenant, sublessee, or other non-Owner occupant of a Unit that is not occupied by its Owner. Notwithstanding anything herein to the contrary, this Section 4.21 will not be applicable to the rental of a Unit acquired by the Association following a foreclosure of the Association's lien for Assessments or to the rental of a Unit by a receiver appointed on motion of the Association in connection with a lien foreclosure action filed by the Association.

L. Section 4.21.3 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.3 as follows:

4.21.3 Minimum Period of Ownership Occupancy Required. Unless the provisions of Section 4.21.7 apply, no Owner may rent or lease his or her Unit during the one-year period after she or he acquires title to the Unit. For purposes of this Section 4.21.3, if a person or persons acquire a Unit through inheritance, that person or persons will be deemed to have owned and occupied that Unit during the period that the decedent owned and occupied the Unit.

M. Section 4.21.4 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.4 as follows:

4.21.4 Lease Requirements. No rental of a Unit will be valid or enforceable unless it is made by means of a written instrument or agreement between the Owner(s) and the Tenant(s). The occupancy of a Unit by a Tenant and every lease of a Unit will be subject to the Governing Documents. By entering into occupancy of a Unit, a Tenant agrees to be bound by the Governing Documents. The Association will have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant as it has against an Owner, and such exercise will not be considered an election of remedies. Each lease must contain language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents, but the absence of such language will not reduce or impair the Association's rights. Tenants cannot assign or transfer their lease, nor sublet the whole or any part of a Unit, and any such assignment, transfer, or sublease will be null and void.

N. Section 4.21.5 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.5 as follows:

4.21.5 Intentionally deleted.

O. Section 4.21.6 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.6 as follows:

4.21.6 Rental Ceiling. The maximum number of non-Owner-occupied Units in the Association at any one time may not exceed 10% of the Units (the "Rental Ceiling"). Before the rental of a Unit to a Tenant, the Unit

Owner must submit to the Association a valid and binding lease, executed by both the Owner and the proposed Tenant. Unless the provisions of Section 4.21.7 apply, the Association retains the right to approve such lease. The Association, as expeditiously as practical, will grant its consent to the Owner if the requested rental would not cause the aggregate number of all non-Owner-occupied Units in the Association to exceed the Rental Ceiling. If an Owner wishes to rent a Unit but is prohibited from doing so because of the Rental Ceiling, the Association will place the Owner's name on a rental waiting list. The rental waiting list will be maintained by the Board of Directors or its designee.

P. Section 4.21.7 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.7 as follows:

4.21.7 Government Loan and Hardship Exceptions.

(a) Notwithstanding any inconsistent or contrary provision in this Declaration, if there are any FHA, VA, or USDA insured loans affecting a Unit, and only for so long as any such loans affect that Unit, any restrictions in this Declaration on renting or reconveyance that violate any FHA, VA, or USDA requirements will not apply to such Unit or its Owner.

(b) A Unit rented under an exception granted pursuant to Section 4.21.7(a) will not be counted as a non-Owner-occupied Unit for the purpose of determining whether a rental would cause the number of non-Owner occupied Units to exceed the Rental Ceiling.

Q. Section 4.21.8 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.8 as follows:

4.21.8 Renting to a New Tenant. If a Tenant moves out of the Owner's Unit before the expiration of the lease term or the Tenant and Owner do not renew the lease at the expiration of the Lease term, the Unit will remain a permitted rental under the Rental Ceiling; provided, however, that: (a) within seven days after the Owner's Unit becomes unoccupied, the Owner submits a written notice to the Association that the Owner's Unit is unoccupied and that the Owner is seeking a new Tenant; and (b) within 90 days after the Owner's Unit becomes unoccupied, the Owner submits to the Association a valid and binding lease, executed by both the Owner and the proposed Tenant.

R. The first sentence of Section 5.2.1 of the Declaration is deleted in its entirety and replaced with the following sentence:

Any NGPA or Steep Slope Area may be designated by Declarant or the Association in the manner described in Sections 1.33 and 1.48.

S. Section 5.6(g) of the Declaration is deleted in its entirety and replaced with a new Section 5.6(g) as follows:

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions that may be agreed to by the Association, provided that such dedication or transfer is for a use consistent with the use of such Common Area pursuant to the Master Plan or as otherwise designated by the Declarant, otherwise, the dedication or transfer is subject to the approval of at least two-thirds (2/3) of the Members (regardless of Class) and, if required, a majority of the Mortgagees.

T. The last sentence of Section 5.10 of the Declaration is deleted in its entirety and replaced with the following sentence:

Declarant may elect not to construct all the improvements to the Common Areas described in Section 1.7, this Article 5, or elsewhere in this Declaration.

U. The first sentence of Section 6.3.5 of the Declaration is deleted in its entirety and replaced with the following sentences:

Pursuant to the requirements of RCW Chapter 64.38 and RCW 64.90.545, and any successor legislation, the Association must undertake or update a reserve study annually to determine the costs of anticipated major maintenance, repair and replacement of Common Areas, whose infrequent and significant nature makes them impractical to include in the Association's annual budget. At least every third year the updated reserve study must be prepared by a reserve study professional and based upon a visual site inspection conducted by the reserve study professional.

V. Section 12.12.2 of the Declaration is deleted in its entirety and replaced with a new Section 12.12.2 as follows:


12.12.2 Notice by Electronic Transmission. Notice may be sent by electronic transmission in accordance with RCW Chapter 24.03A or any successor legislation.

Except as otherwise provided in this Second Amendment, the Declaration remains in full force and effect.

Executed the date and year stated above.

DECLARANT:

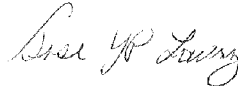
SUNRISE DEVELOPMENT CORPORATION OF WASHINGTON,  
a Washington corporation

By:   
Name: Eric S. Corliss  
Its: President

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this 14th day of June, 2022, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared Eric S. Corliss to me known to be the President of Sunrise Development Corporation of Washington, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/~~she~~ is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Denise YP Lowry

(Type/Print Name)

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

My appointment expires: 02/01/2024

Notarized using audio-video communication





EXHIBIT A  
LEGAL DESCRIPTION

**EXHIBIT A  
THE PROPERTY**

PARCELS COMPRISING THE PLANNED COMMUNITY KNOWN AS "SUNRISE"

**PARCEL A:**

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 NORTH,  
RANGE 4 EAST, WILLAMETTE MERIDIAN.

**PARCEL B:**

THE WEST HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER  
OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

**PARCEL C:**

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 4 EAST,  
WILLAMETTE MERIDIAN.

**PARCEL D:**

THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26,  
TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

**PARCEL E:**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST  
QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST  
QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

**PARCEL F:**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH,  
RANGE 4 EAST, WILLAMETTE MERIDIAN.

**PARCEL G:**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH,  
RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

**PARCEL H:**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.  
EXCEPT THE NORTH 418 FEET OF THE WEST 417 FEET THEREOF AND EXCEPT PUYALLUP-GRAHAM  
COUNTY ROAD NO. 2.

**PARCEL I:**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

2601 South 35<sup>th</sup> Street, Suite 200, Tacoma, Washington 98409  
(253) 473-4494 Fax: (253) 473-0599



**EXHIBIT A  
THE PROPERTY**

**PARCEL J:**

THAT PORTION OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35;  
THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35  
NORTH 00°56'35" WEST, 278.89 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE LEAVING SAID WEST LINE SOUTH 59°14'14" EAST, 3203.83 FEET;  
THENCE SOUTH 79°31'03" EAST, 2592.14 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, THE TERMINUS OF SAID LINE AND FROM SAID TERMINUS THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEARS SOUTH 01°14'28" EAST, 731.94 FEET DISTANT.

**PARCEL K:**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

**PARCEL L:**

GOVERNMENT LOTS 1 AND 2 OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, BEING THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION;  
EXCEPT THE BABLER-WRIGHT ROAD.

**TOGETHER WITH**

THAT PORTION OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35;  
THENCE ALONG THE WEST LINE THEREOF NORTH 00°32'26" WEST, 2679.42 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;  
THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°56'35" WEST, 278.89 FEET;  
THENCE LEAVING SAID WEST LINE SOUTH 59°14'14" WEST, 3203.83 FEET;  
THENCE SOUTH 79°31'03" EAST, 2592.14 FEET TO THE EAST LINE OF SAID SECTION;  
THENCE ALONG SAID EAST LINE SOUTH 01°14'28" EAST, 731.94 FEET TO THE SOUTHEAST CORNER OF SAID SECTION;  
THENCE ALONG THE SOUTH LINE THEREOF SOUTH 88°01'28" WEST, 2642.26 FEET TO THE POINT OF BEGINNING.

2601 South 35<sup>th</sup> Street, Suite 200, Tacoma, Washington 98409  
(253) 473-4494 Fax: (253) 473-0599



**EXHIBIT A  
THE PROPERTY**

**PARCEL M:**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.  
EXCEPT THE NORTH 30 FEET THEREOF.  
ALSO EXCEPT THE WEST 30 FEET THEREOF FOR 122<sup>ND</sup> AVENUE EAST.

**PARCEL N:**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

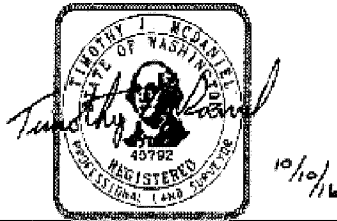
TOGETHER WITH THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.  
EXCEPT THE WEST 30 FEET THEREOF FOR 122<sup>ND</sup> AVENUE EAST.

**PARCEL O:**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

ALL OF THE ABOVE DESCRIBED PARCELS SITUATE IN PIERCE COUNTY, WASHINGTON.

(THE PARCELS DESCRIBED HEREIN ARE COMPILED FROM PUBLIC DOCUMENTS AND DEEDS RECORDED UNDER AFNS 9408030522 AND 9408030523 RECORDS OF PIERCE COUNTY, WASHINGTON.)



TIMOTHY J. MCDANIEL, P.L.S.  
WASHINGTON STATE REGISTRATION NO. 45792

2601 South 35<sup>th</sup> Street, Suite 200, Tacoma, Washington 98409  
(253) 473-4494 Fax: (253) 473-0599

