



Board of Directors Meeting Agenda

July 6, 2022, 6:00 pm

ZOOM MEETING

<https://bit.ly/3yvflGw>

BOARD OF DIRECTORS: Sloan Clack, Monica Gildea, JK Morgan, Brenda Pearson, Jordan Schenk

ASSOCIATION MANAGEMENT: Debra Porter, Angel Smalling, Aschley Willey, Lauren Oster, HOA Community Solutions

- 6:00 pm 1. Call to Order and Confirmation of Quorum
2. Consideration of Agenda
- 6:05 3. New Business
A. Review Second Amendment to Second Amended and Restated Sunrise Declaration Of Covenants, Conditions, Restrictions And Easements
B. Approve First Amendment to the Bylaws of Sunrise Master Association
- 6:35 C. Schedule Meeting for Adoption of Bylaws
- 6:40 4. Move to Executive Session*
A. Attorney Collections Account
- 6:50 5. Move to Open Session
6. Executive Session Decisions
7. Next Meeting – Board Meeting, July 19, 2022, 6:00 pm
- 7:00 pm 8. Adjournment

**RCW 64.38.05 (4) . . . Upon the affirmative vote in open meeting to assemble in closed session, the board of directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the association, and matters involving the possible liability of an owner to the association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. . . .*

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

2nd Amend to CCRS Changes Comparison

Second Amendment to the Second Amended and Restated Sunrise Declaration Covenants, Conditions, and Restrictions and Easements

Amendment wording comparison

Amended wording	Former wording
<p>A. Recital E of the Declaration is deleted in its entirety and replaced with a new Recital E as follows:</p> <p>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.</p>	<p>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 Development Agreement dated as of September 15, 2016 between Pierce County and Declarant, as it may be amended and restated (the “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 which were described in Exhibit B of Pierce County Ordinance 86-925, recorded on March 3, 1987 under Pierce County Auditor’s No. 8703030386.</p>
<p>B. Section 1.32 of the Declaration is deleted in its entirety and replaced with a new Section 1.32 as follows:</p> <p>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.</p>	<p>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, except where such a structure consists entirely of owner-occupied Condominium Units or Single Family owner-occupied attached housing units.</p>

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<p>C. Section 1.40 of the Declaration is deleted in its entirety and replaced with a new Section 1.40 as follows:</p> <p>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.</p>	<p>1.40 “Quorum of Members” means the representation by presence or proxy of Members who hold fifteen percent (15%) of the outstanding votes of each voting Class. If a particular Class is incapable of exercising its vote for any reason, including but not limited to the fact that there are no Members yet in that particular Class or that the Members’ voting rights have been suspended for nonpayment of Assessments, then such Class shall not be considered for purposes of requiring a Quorum or other affirmative vote of that Class</p>
<p>D. The second sentence of Section 3.4.1 of the Declaration is deleted in its entirety and replaced with the following sentence:</p> <p>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.</p>	<p>The directors shall be elected as follows: (a) Class A shall elect 20% of the directors; (b) Class B shall elect 20% of the directors; and (c) Class C shall elect 60% of the directors. The Commercial Property Owners shall not be entitled to elect any directors.</p>
<p>E. The first sentence of Section 3.4.2 of the Declaration is deleted in its entirety and replaced with the following sentence:</p> <p>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.</p>	<p>After the expiration of the Development Period, the directors shall be elected as follows: (a) Class A shall be entitled to elect 60% of the directors; and (b) Class B shall be entitled to elect 40% of the directors</p>
<p>F. The first sentence of Section 3.5.1 of the Declaration is deleted in its entirety and replaced with the following sentence:</p> <p>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.</p>	<p>The construction or installation of Improvements, and the removal, planting, pruning, cutting or trimming of vegetation within a Steep Slope Area or NGPA (“Vegetation Maintenance”), shall be subject to review and approval by the ARC.</p>
<p>G. A new Section 3.5.5 is inserted into the Declaration as follows:</p> <p>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.</p>	<p>New Section</p>

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<p>(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.</p> <p>(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.</p>	
<p>H. Section 4.7 of the Declaration is deleted in its entirety and replaced with a new Section 4.7 as follows:</p> <p>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.</p>	<p>4.7 Vehicles. The parking of Vehicles within Sunrise is subject to the provisions of this Declaration and the Rules of the Association. Vehicles shall be parked and stored within a Unit and shall not be parked on any street, except for such period as may be allowed under applicable Pierce County ordinances or, if applicable, such shorter period as may set forth in the Rules of the Association. Pierce County ordinances governing parking shall be deemed to apply to all private streets and enforceable by the Association, unless specifically provided for otherwise by the Rules of the Association.</p>
<p>I. Section 4.7.1 of the Declaration is deleted in its entirety and replaced with a new Section 4.7.1 as follows:</p> <p>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.</p>	<p>4.7.1 Prohibited Parking. No parking shall be allowed on sidewalks or rolled curbs in Sunrise, nor shall any parking be allowed that would block driveway or sidewalk access.</p>
<p>J. Section 4.7.5 of the Declaration is deleted in its entirety and replaced with a new Section 4.7.5 as follows:</p> <p>4.7.5 Non-Standard Vehicles. Non-Standard Vehicles may not be parked within the Residential Property except for: (i) temporary parking on the</p>	<p>4.7.5.1 Non Standard Vehicles may not be parked on any Lot except for: (i) the temporary parking, on the concrete driveway situated on a Lot or the street in front of the respective Owner's Lot for a period of not more than twenty-four (24) successive hours on a frequency of no more than four (4)</p>

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<p>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.</p>	<p>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; (iii) Non Standard Vehicles may be parked in garages on Lots.</p>
<p>K. Section 4.21.1 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.1 as follows:</p> <p>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.</p>	<p>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. The rights of the Association and the obligations applicable to an Owner under Section 4.20 shall be applicable to any Tenant who subleases a Unit or enters into an assignment of a Lease for a Unit, and the obligations of a Tenant shall likewise be applicable to the sub-Tenant or assignee of a Tenant in such a situation. Notwithstanding anything herein to the contrary, Section 4.20 shall 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.</p>
<p>L. Section 4.21.3 of the Declaration is deleted in its entirety and replaced with a new 4.21.3 as follows:</p> <p>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.</p>	<p>4.21.3 Minimum Period of Ownership Occupancy Required. No Owner shall be permitted to rent or lease his or her Unit during the one (1) year period after he or she shall have acquired title thereto. For purposes of this Section 4.20.3, if a person or persons acquires a Unit through inheritance, that person or persons shall be deemed to have owned and occupied that Unit during the</p>

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<p>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.</p>	<p>period that the decedent owned and occupied the Unit.</p>
<p>M. Section 4.21.4 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.4 as follows:</p> <p>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.</p>	<p>4.21.4 Lease Requirements. No rental of a Unit shall be valid or enforceable unless it is made by means of a written instrument or agreement between the Owner(s) and the Tenant(s). No lease shall be valid unless it bears the written approval by the Association granted prior to the occupancy of the Tenant. The occupancy of a Unit by a Tenant and every lease of a Unit shall 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 shall 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 shall not be considered an election of remedies. Each lease shall contain language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents, but the absence of such language shall 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 shall be null and void</p>
<p>N. Section 4.21.5 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.5 as follows:</p> <p>4.21.5 Intentionally deleted.</p>	<p>4.21.5 Lease Approval. Prior to the rental of a Unit to a Tenant, and prior to the renewal of any previously approved lease, the Unit Owner shall submit to the Association a valid and binding lease, executed by both the Owner and the proposed Tenant, and contingent only on the approval of the Association, together with a request for the written consent of the Association. The Association shall, as expeditiously as practical, 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 specified in Section 4.21.6 below, and is otherwise in accordance with this Section 4.21.</p>
<p>O. Section 4.21.6 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.6 as follows:</p> <p>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</p>	<p>4.21.6 Rental Ceiling Set. The maximum number of non-Owner occupied Units in the Association at any one time shall not exceed ten percent (10%) of the Units (the "Rental Ceiling"). If an Owner wishes to rent a Unit but is prohibited from doing so because of the Rental Ceiling, the Association shall</p>

2nd Amend to CCRS Changes Comparison

<p>“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>	<p>place the Owner’s name on a rental waiting list. The rental waiting list shall be maintained by the Board of Directors or its designee.</p>
<p>P. Section 4.21.7 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.7 as follows:</p> <p>4.21.7 Government Loan and Hardship Exceptions.</p> <p>(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.</p> <p>(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.</p>	<p>4.21.7 Hardship Exception. Where, on written application from an Owner, the Board determines that a hardship exists whereby that Owner would suffer serious harm by virtue of the limitation on renting contained in 4.21.6, and where the Board further determines that a variance from the policies contained therein would not detrimentally affect the other Owners, the Board may, in its discretion, grant an Owner a waiver of the Rental Ceiling for a temporary period not to exceed one (1) year. In the discretion of the Board, and on written application, this hardship exception may be extended for an additional period not to exceed one (1) year for good cause shown. A Unit rented under a hardship exception granted by the Board shall 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.</p>
<p>Q. Section 4.21.8 of the Declaration is deleted in its entirety and replaced with a new Section 4.21.8 as follows:</p> <p>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.</p>	<p>4.21.8 Renting to a New Tenant. If a Tenant moves out of the Owner’s Unit prior to the expiration of the lease term or the Tenant and Owner do not renew the lease at the expiration of the Lease term, the Association shall not withhold consent for the Owner to rent the Unit to a new Tenant; provided, however, that: (a) within seven (7) 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 ninety (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, contingent only upon the approval of the Association.</p>

2nd Amend to CCRS Changes Comparison

<p>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.</p>	<p>Any NGPA or Steep Slope Area may be designated by Declarant or the Association in the manner described in Section 1.31 and 1.42.</p>
<p>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.</p>	<p>(g) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as 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 each Class of Members and, if required, Mortgagees.</p>
<p>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.</p>	<p>Declarant may elect not to construct all of the improvements to the Common Areas described in Section 1.6, this Article 5 or elsewhere in this Declaration</p>
<p>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.</p>	<p>Pursuant to the requirements of RCW Ch. 64.34 and any successor legislation, the Association shall regularly undertake a reserve study 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.</p>

2nd Amend to CCRS Changes Comparison

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.

12.12.2 Notice by Electronic Transmission. Notice may be sent by electronic transmission in accordance with RCW Ch. 24.03, including RCW 24.03.009, 24.03.080, and 24.03.085, and any successor legislation.

FIRST AMENDMENT
TO
BYLAWS
OF
SUNRISE MASTER ASSOCIATION

This FIRST AMENDMENT TO BYLAWS OF SUNRISE MASTER ASSOCIATION (“First Amendment”) is made effective _____, 2022. This First Amendment was duly adopted by the Board of Directors as memorialized below.

1. Amendments. The Bylaws of Sunrise Master Association dated October 18, 2016 (“Bylaws”) are amended as follows.

1.1. Suspension. Section 4.9 of the Bylaws is deleted in its entirety and replaced with a new Section 3.7 as follows:

3.7 SUSPENSION. The Association, through its Board of Directors, has the right to suspend voting rights and the rights to use the Common Areas by any Owner: (a) for a period during which any Assessment against such Owner’s Unit remains unpaid; and/or (b) for any period in which the Owner is in violation of the Association’s published rules and regulations.

1.2. Place of Membership Meetings. Section 4.3 of the Bylaws is deleted in its entirety and replaced with a new Section 4.3 as follows:

4.3 PLACE OF MEETING. Meetings will be held at the principal office of the Association or such other place within Pierce County, Washington, designated by the Board of Directors, with first preference given to a convenient place within Sunrise; provided, meetings of the Association may be conducted through one or more means of remote communication through which Members not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the Members, pose questions, and make comments. A Member participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more Members may participate by means of remote communication, the Association will deliver notice of the meeting to each Member by a means that the Member has authorized and provide complete instructions for participating in the meeting by remote communication.

1.3. Notice of Membership Meetings. The second sentence of Section 4.4 of the Bylaws is deleted in its entirety and replaced with the following:

Not less than 14 nor more than 50 days before the date of the meeting, the Secretary or an officer of the Association will provide notice to each Member entitled to vote at such meeting.

1.4. Quorum and Voting Requirements. Section 4.6 of the Bylaws is deleted in its entirety and replaced with a new Section 4.6 as follows:

4.6 QUORUM AND VOTING REQUIREMENTS.

4.6.1 A “Quorum” is present throughout any meeting if 10% of the votes entitled to be cast at such meeting are: (a) present in person or by proxy at the beginning of the meeting; (b) have voted by absentee ballot (as provided in Section 4.7.2); or (c) are present by any combination of (a) and (b) above. Once a Member is represented for any purpose at a meeting, the Member is deemed present for Quorum purposes for the remainder of the meeting, notwithstanding the withdrawal of enough Members to leave less than a Quorum. 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.

4.6.2 Members may take action at a meeting on matters with respect to which all Members are entitled to vote only if a Quorum of all Members is present. Members of a Class entitled to vote as a separate voting group on a matter specific to that Class may take action on a matter at a meeting only if a Quorum of the Class Members is present with respect to that matter.

4.6.3 If a Quorum is present, then action on a matter other than election of Directors is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Declaration, the Articles, these Bylaws, or applicable law require a greater number of affirmative votes.

1.5. Proxies and Absentee Ballots. Section 4.7 of the Bylaws is deleted in its entirety and replaced with a new Section 4.7 as follows:

4.7 PROXIES AND ABSENTEE BALLOTS.

4.7.1 Proxies. At all Member meetings, a Member may vote by proxy, executed in writing by the Member, by the Member’s attorney-in-fact, or by the Member’s legal representative duly appointed by a Superior Court of the State of Washington. A Member may also appoint a proxy by electronic transmission, including recorded telephone calls, voice mail and e-mail, provided that the transmission contains or is accompanied by sufficient information to determine the sender’s identity. The Association will retain a copy of such transmission for 60 days following the announcement of a vote. Proxies must be filed with or received by the Secretary of the Association before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy will be invalid after 11 months from the date of its execution.

4.7.2 Absentee Ballots. Whenever proposals or Directors are to be voted upon at a meeting, a Member may vote by duly executed absentee ballot if: (a) the name of each candidate and the text of each proposal to be voted upon are set forth in a writing accompanying or contained in the notice of the meeting; (b) a ballot is provided by the Association for such purpose; and (c) the Association is able to verify that the ballot is being cast by the Member having a right to do so. Absentee ballots will be provided for a meeting only at the discretion of the Board.

1.6. Voting by Mail or Electronic Ballot. Section 4.8 of the Bylaws is amended as follows:

1.6.1. The heading for Section 4.8 of the Bylaws is deleted in its entirety and replaced with a new heading as follows:

4.8 VOTING BY MAIL OR ELECTRONIC BALLOT.

1.6.2. Section 4.8.1 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.1 as follows:

4.8.1 A vote may be taken without a meeting if the Board determines that the matter or matters should be decided by written mail ballots or electronic ballots. Approval by ballot pursuant to this Section 4.8 is valid only if the number of votes cast by ballot equals or exceeds the Quorum that would have been required to be present if a meeting authorizing the action had been held.

1.6.3. Section 4.8.4 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.4 as follows:

4.8.4 All solicitations for votes by written mail ballot or electronic ballot must state: (a) the time and date by which a ballot must be delivered to the Association to be counted, which may not be fewer than 14 days after the date of the notice and which deadline may be extended in accordance with Section 4.8.6; (b) the percentage of votes necessary to meet the Quorum requirements; (c) the percentage of votes necessary to approve each matter other than election of Directors; and (d) the time, date, and manner by which Members wishing to deliver information to all other Members regarding the subject of the vote may do so. A ballot cast pursuant to this Section 4.8 may be revoked only by actual notice to the Association of revocation. The death or disability of a Member will not revoke a ballot unless the Association has actual notice of the death or disability before the date set forth in (a) of this Section 4.8.4. A ballot or revocation is not effective until received by the Association.

1.6.4. Section 4.8.5 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.5 as follows:

4.8.5 The results of each action taken by written mail ballot or electronic ballot will be certified by the Secretary and, along with the ballots or a report of the ballots, will be included in the minutes of meetings of the Members in the permanent records of the Association. Such action will have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written mail ballot or electronic ballot, the Secretary will publish the results in a manner that fairly summarizes the material features of the authorized action.

1.6.5. Section 4.8.6 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.6 as follows:

4.8.6 If the Association does not receive a sufficient number of votes to constitute a Quorum or to approve the proposal by the date and time established for return of ballots, the Board of Directors may extend the deadline for a reasonable period not to exceed 11 months upon further notice to all Members. Such notice must be sent in the same manner as the original notice of the vote by

ballot. In the event of an extension, all votes previously cast on the proposal must be counted unless subsequently revoked as provided in Section 4.8.4.

1.7. Election and Term of Directors. Section 5.3 of the Bylaws is deleted in its entirety and replaced with a new Section 5.3 as follows:

5.3 ELECTION AND TERM. The Board will adopt procedures from time to time for nominating and electing Directors in accordance with these Bylaws and the Declaration. If a Class of membership is entitled to elect one or more Directors in accordance with the Declaration, only the Members of that Class will be entitled to vote for such Directors. No Director elected by Class A or Class B may serve in one office for more than two consecutive two-year terms. Directors elected by Class C may serve in one office for any number of consecutive two-year terms.

1.8. Remote Communication; Proxies. Section 6.5 of the Bylaws is deleted in its entirety and replaced with a new Section 6.5 as follows:

6.5 REMOTE COMMUNICATION; PROXIES. The Board may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, one or more means of remote communication through which all Directors may simultaneously participate with each other during the meeting. A Director participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more Directors may participate by means of remote communication, notice of the meeting must be delivered to each Director by a means that the Director has authorized and provide complete instructions for participating in the meeting by remote communication. No proxy for a Director, however appointed, may participate in any vote of the Board or a committee thereof, be counted for purposes of determining a Quorum, or execute any written consent on behalf of the Director.

1.9. Open Meetings. The first sentence of Section 6.8 of the Bylaws is amended by deleting the following words: "Subject to the provisions of Section 6.9."

1.10. Notice of Sanction. Clause (iii) of Section 11.2.1 of the Bylaws is deleted in its entirety and replaced with a new Clause (iii) as follows:

(iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or to the responsible Board committee, if one has been appointed pursuant to Article XII;

2. Ratification. Except as otherwise provided in this First Amendment, the Bylaws remain in full force and effect.

1st Bylaws Amendment

The undersigned hereby certifies that they are the duly elected and acting Secretary of SUNRISE MASTER ASSOCIATION, a Washington nonprofit corporation; and

The foregoing First Amendment to the Bylaws of Sunrise Master Association was duly adopted by a vote of the Board of Directors thereof effective as of _____, 2022.

Dated this ____ day of _____, 2022.

Print Name: _____
Secretary

1st Bylaws Amendment - comparison of changes

First Amendment to Bylaws of Sunrise Master Association

Amendment wording comparison.

New wording

Old Wording

<p>1.1. Suspension. Section 4.9 of the Bylaws is deleted in its entirety and replaced with a new Section 3.7 as follows:</p> <p>3.7 SUSPENSION. The Association, through its Board of Directors, has the right to suspend voting rights and the rights to use the Common Areas by any Owner: (a) for a period during which any Assessment against such Owner's Unit remains unpaid; and/or (b) for any period in which the Owner is in violation of the Association's published rules and regulations</p>	<p>4.9 SUSPENSION. The Association, through its Board of Directors, has the right to suspend voting rights and rights to the use of Common Areas by any Owner: (a) for a period during which any Assessment against his or her Unit remains unpaid/ and or (b) and for any period in which there the Owner is in violation of the Association's published rules and regulations.</p>
<p>1.2. Place of Membership Meetings. Section 4.3 of the Bylaws is deleted in its entirety and replaced with a new Section 4.3 as follows:</p> <p>4.3 PLACE OF MEETING. Meetings will be held at the principal office of the Association or such other place within Pierce County, Washington, designated by the Board of Directors, with first preference given to a convenient place within Sunrise; provided, meetings of the Association may be conducted through one or more means of remote communication through which Members not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the Members, pose questions, and make comments. A Member participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more Members may participate by means of remote communication, the Association will deliver notice of the meeting to each Member by a means that the Member has authorized and provide complete instructions for participating in the meeting by remote communication.</p>	<p>4.3 PLACE OF MEETING. All meetings shall be held at the principal office of the Association or such other place within Pierce County, Washington, designated by the Board of Directors, with first preference given to a convenient place within Sunrise.</p>
<p>1.3. Notice of Membership Meetings. The second sentence of Section 4.4 of the Bylaws is deleted in its entirety and replaced with the following:</p> <p>Not less than 14 nor more than 50 days before the date of the meeting, the Secretary or an officer of the Association will provide notice to each Member entitled to vote at such meeting.</p>	<p>Not less than fourteen (14) nor more than sixty (60) days before the date of the meeting (per RCW 64.38), the Secretary or an officer of the Association shall provide notice to each Member entitled to vote at such meeting.</p>

1st Bylaws Amendment - comparison of changes

<p>1.4. Quorum and Voting Requirements. Section 4.6 of the Bylaws is deleted in its entirety and replaced with a new Section 4.6 as follows:</p> <p>4.6 QUORUM AND VOTING REQUIREMENTS.</p> <p>4.6.1 A “Quorum” is present throughout any meeting if 10% of the votes entitled to be cast at such meeting are: (a) present in person or by proxy at the beginning of the meeting; (b) have voted by absentee ballot (as provided in Section 4.7.2); or (c) are present by any combination of (a) and (b) above. Once a Member is represented for any purpose at a meeting, the Member is deemed present for Quorum purposes for the remainder of the meeting, notwithstanding the withdrawal of enough Members to leave less than a Quorum. 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.</p> <p>4.6.2 Members may take action at a meeting on matters with respect to which all Members are entitled to vote only if a Quorum of all Members is present. Members of a Class entitled to vote as a separate voting group on a matter specific to that Class may take action on a matter at a meeting only if a Quorum of the Class Members is present with respect to that matter.</p> <p>4.6.3 If a Quorum is present, then action on a matter other than election of Directors is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Declaration, the Articles, these Bylaws, or applicable law require a greater number of affirmative votes.</p>	<p>4.6 QUORUM.</p> <p>4.6.1 “Quorum” means the representation by presence or proxy of Members holding fifteen percent (15%) of the outstanding votes of each voting Class. If a particular Class is incapable of exercising its vote for any reason, including but not limited to the fact that there are no Members yet in that particular Class or that the Members’ voting rights have been suspended for nonpayment of Assessments, then such Class shall not be considered for purposes of requiring a Quorum or other affirmative vote of that Class.</p> <p>4.6.2 The vote of a majority (i.e., more than fifty percent [50%]) of the votes entitled to be cast in each voting Class by the Members present and represented by proxy at a meeting at which a Quorum is present shall be necessary for the adoption of any matter voted upon by the Members, except as otherwise stated in the Declaration, Articles, or these Bylaws. The Members present at a duly organized meeting may continue to transact non-voting business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a Quorum.</p>
<p>1.5. Proxies and Absentee Ballots. Section 4.7 of the Bylaws is deleted in its entirety and replaced with a new Section 4.7 as follows:</p> <p>4.7 PROXIES AND ABSENTEE BALLOTS.</p> <p>4.7.1 Proxies. At all Member meetings, a Member may vote by proxy, executed in writing by the Member, by the Member’s attorney-in-fact, or by the Member’s legal representative duly appointed by a Superior Court of the State of Washington. A Member may also appoint a proxy by electronic transmission, including recorded telephone calls, voice mail and e-mail, provided that the transmission contains or is accompanied by sufficient information to determine the sender’s identity. The Association will retain a copy of such transmission for 60 days following the announcement of a vote. Proxies must be filed with or received by the Secretary of the Association before or at the time of the meeting. Unless</p>	<p>4.7 PROXIES.</p> <p>4.7.1 At all Members meetings, a Member may vote by proxy, executed in writing by the Member or by the Member’s attorney in fact or by the Member’s legal representative duly appointed by a Superior Court of the State of Washington.</p> <p>4.7.2 Such proxies must be filed with or received by the Secretary of the Association before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after eleven (11) months from the date of its execution. 4.7.3 A Member may also appoint a proxy by electronic transmission, including recorded telephone calls, voice mail, and e-mail, provided that the transmission contains or is accompanied by sufficient information to determine the sender’s identity. The Association</p>

1st Bylaws Amendment - comparison of changes

<p>otherwise provided in the proxy, a proxy will be invalid after 11 months from the date of its execution.</p> <p>4.7.2 Absentee Ballots. Whenever proposals or Directors are to be voted upon at a meeting, a Member may vote by duly executed absentee ballot if: (a) the name of each candidate and the text of each proposal to be voted upon are set forth in a writing accompanying or contained in the notice of the meeting; (b) a ballot is provided by the Association for such purpose; and (c) the Association is able to verify that the ballot is being cast by the Member having a right to do so. Absentee ballots will be provided for a meeting only at the discretion of the Board.</p>	<p>shall retain a copy of the transmission for sixty (60) days following the announcement of a vote.</p>
<p>1.6.1. The heading for Section 4.8 of the Bylaws is deleted in its entirety and replaced with a new heading as follows: 4.8 VOTING BY MAIL OR ELECTRONIC BALLOT.</p>	<p>4.8 VOTING BY MAIL OR ELECTRONIC TRANSMISSION.</p>
<p>1.6.2. Section 4.8.1 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.1 as follows: 4.8.1 A vote may be taken without a meeting if the Board determines that the matter or matters should be decided by written mail ballots or electronic ballots. Approval by ballot pursuant to this Section 4.8 is valid only if the number of votes cast by ballot equals or exceeds the Quorum that would have been required to be present if a meeting authorizing the action had been held.</p>	<p>4.8.1 Any vote that may be taken at any meeting of the Members may be taken without a meeting if the Board determines that the matter or matters shall be decided by written mail ballots or electronic ballots and if the name of any candidate and/or the text of any proposal to be voted upon are set forth in a record accompanying or contained in the Notice of the meeting.</p>
<p>1.6.3. Section 4.8.4 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.4 as follows: 4.8.4 All solicitations for votes by written mail ballot or electronic ballot must state: (a) the time and date by which a ballot must be delivered to the Association to be counted, which may not be fewer than 14 days after the date of the notice and which deadline may be extended in accordance with Section 4.8.6; (b) the percentage of votes necessary to meet the Quorum requirements; (c) the percentage of votes necessary to approve each matter other than election of Directors; and (d) the time, date, and manner by which Members wishing to deliver information to all other Members regarding the subject of the vote may do so. A ballot cast pursuant to this Section 4.8 may be revoked only by actual notice to the</p>	<p>4.8.4 All solicitations for votes by written mail ballot or electronic ballot shall indicate that a unanimous vote is required to approve each matter, and specify the date and time by which the written mail ballot or electronic ballot must be received by the Association to be counted. A written mail ballot or electronic ballot may be revoked by a Member at any time before the response deadline.</p>

1st Bylaws Amendment - comparison of changes

<p>Association of revocation. The death or disability of a Member will not revoke a ballot unless the Association has actual notice of the death or disability before the date set forth in (a) of this Section 4.8.4. A ballot or revocation is not effective until received by the Association.</p>	
<p>1.6.4. Section 4.8.5 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.5 as follows:</p> <p>4.8.5 The results of each action taken by written mail ballot or electronic ballot will be certified by the Secretary and, along with the ballots or a report of the ballots, will be included in the minutes of meetings of the Members in the permanent records of the Association. Such action will have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written mail ballot or electronic ballot, the Secretary will publish the results in a manner that fairly summarizes the material features of the authorized action.</p>	<p>4.8.5 Approval of action by written mail ballot or electronic ballot shall be valid only with a unanimous vote of all Members. The results of each action taken by written mail ballot or electronic ballot shall be certified by the Secretary and shall be included in the minutes of meetings of the Members in the permanent records of the Association. Such action shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written mail ballot or electronic ballot, the Secretary shall publish the results in a manner which fairly summarizes the material features of the authorized action.</p>
<p>1.6.5. Section 4.8.6 of the Bylaws is deleted in its entirety and replaced with a new Section 4.8.6 as follows:</p> <p>4.8.6 If the Association does not receive a sufficient number of votes to constitute a Quorum or to approve the proposal by the date and time established for return of ballots, the Board of Directors may extend the deadline for a reasonable period not to exceed 11 months upon further notice to all Members. Such notice must be sent in the same manner as the original notice of the vote by Sunrise Master Association Bylaws Page 4 First Amendment ballot. In the event of an extension, all votes previously cast on the proposal must be counted unless subsequently revoked as provided in Section 4.8.4.</p>	<p>4.8.6 The Board will adopt procedures from time to time for nominating Directors for election and for proposing other matters for vote by Members.</p>
<p>1.7. Election and Term of Directors. Section 5.3 of the Bylaws is deleted in its entirety and replaced with a new Section 5.3 as follows:</p> <p>5.3 ELECTION AND TERM. The Board will adopt procedures from time to time for nominating and electing Directors in accordance with these Bylaws and the Declaration. If a Class of membership is entitled to elect one or more Directors in accordance with the Declaration, only the Members of that Class will be entitled to vote for such Directors. No Director elected by Class A or Class B may serve in one office for more</p>	<p>5.3 ELECTION AND TERM. No Director elected by Classes A or B may serve in one office for more than two (2) consecutive two-year terms. Directors elected by Class C may serve in one office for any number of consecutive two-year terms.</p>

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<p>than two consecutive two-year terms. Directors elected by Class C may serve in one office for any number of consecutive two-year terms</p>	
<p>1.8. Remote Communication; Proxies. Section 6.5 of the Bylaws is deleted in its entirety and replaced with a new Section 6.5 as follows: 6.5 REMOTE COMMUNICATION; PROXIES. The Board may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, one or more means of remote communication through which all Directors may simultaneously participate with each other during the meeting. A Director participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more Directors may participate by means of remote communication, notice of the meeting must be delivered to each Director by a means that the Director has authorized and provide complete instructions for participating in the meeting by remote communication. No proxy for a Director, however appointed, may participate in any vote of the Board or a committee thereof, be counted for purposes of determining a Quorum, or execute any written consent on behalf of the Director.</p>	<p>6.5 TELEPHONIC PARTICIPATION; NO PROXY. A Director may participate in a meeting of the Board or a committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. A Director may not participate in a meeting, cast the Director's vote or perform the Director's duties by proxy.</p>
<p>1.9. Open Meetings. The first sentence of Section 6.8 of the Bylaws is amended by deleting the following words: "Subject to the provisions of Section 6.9."</p>	<p>6.8 OPEN MEETINGS. Subject to the provisions of Section 6.9, all Board meetings shall be open to all Owners;[. . .]</p>
<p>1.10. Notice of Sanction. Clause (iii) of Section 11.2.1 of the Bylaws is deleted in its entirety and replaced with a new Clause (iii) as follows: (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or to the responsible Board committee, if one has been appointed pursuant to Article XII;</p>	<p>(iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or to the responsible Board committee, if one has been appointed pursuant to Article 5;</p>