

**BYLAWS**  
**OF**  
**SUNRISE PLACE HOMEOWNERS ASSOCIATION**

**ARTICLE I**  
**NAME, LOCATION AND PRINCIPAL OFFICE**

These are the Bylaws of Sunrise Place Homeowners Association hereinafter referred to as the "Association." The principal office of the Association shall be located at 7017 NE Highway 99, Suite 101, Vancouver, WA 98665.

**ARTICLE II**  
**DEFINITIONS**

The following words when used in these Bylaws shall, unless the context otherwise prohibits, have the meanings set forth below:

- a. "Association" shall mean and refer to Sunrise Place Homeowners Association, a Washington non-profit corporation.
- b. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions (Declaration of Protective Covenants), and any easements or charges applicable to The Properties recorded among the land records in the Office of the County Auditor, Clark County, Washington.
- c. "The Properties" shall mean and refer to all areas of land described in and subject to the Declaration.
- d. "Homesite" shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of The Properties but shall not include the Common Areas as herein defined. Homesite shall also mean and refer to all buildings of residential housing situated upon Homesite located on The Properties, including outbuildings and structures incidental to the residence.

e. "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI.

f. "Owner" shall mean and refer to the record owner of fee simple title to any Homesite. Every Owner shall be treated for all purposes as a single owner for each Homesite held, irrespective of whether such ownership is joint, in common, tenancy by the entirety or community property. Such ownership is a majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

g. "Common Properties" or "Common Areas" shall mean and refer to certain areas of land other than individual Homesites as shown on the filed subdivision plat or map and intended to be devoted to the common use and enjoyment of the owners of The Properties.

h. "Declarant" shall mean and refer to Darren Bates, Sunrise Homes Sunrise Place, LLC, their successors and assigns.

### ARTICLE III PURPOSE

This Association is formed to own, operate and maintain The Properties for the benefit of the members of the Association, to preserve and arrange for the architectural control of the Homesite and Common Areas of Sunrise Place Townhome Development, to administer the Declaration of Covenants, Conditions and Restrictions applicable to the development, and for the purposes stated in the Articles of Incorporation of the Association.

### ARTICLE IV APPLICABILITY

All present and future Members shall be subject to these Bylaws and to the rules and regulations issued by the Association to govern the conduct of its Members.

### ARTICLE V USE OF FACILITIES

The Common Areas shall be limited to the use of the Members and their guests and subject to the restrictions of the Declaration. However, in the event that a Member shall lease with approval as may be required in the Sunrise Place Townhome



Development Project or permit another to occupy his Homesite, the lessee(s) or occupant(s) shall, at the option of the Member, be permitted to enjoy the use of the Common Areas in lieu of and subject to the same restrictions and limitations as said Member.

## ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

The Association shall have such membership qualifications and voting rights as the Declaration and the Board of Directors shall provide.

## ARTICLE VII QUORUM, PROXIES AND WAIVERS

7.1 Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners of more than fifty percent (50%) of the undivided ownership of the general common elements.

7.2 Quorum. Except as otherwise provided by these Bylaws, the presence in person or by proxy of a majority of owners as above defined shall constitute a quorum. An affirmative vote of a majority of the owners present, either in person or by proxy, shall be required to transact business; provided, however, that no business shall be transacted unless a minimum of thirty percent (30%) of all of the owners, either in person or by proxy, vote affirmatively, and no Board member shall be removed unless a majority of unit owners vote affirmatively therefor.

7.3 Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of the statute, Declaration, Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

7.4 Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

7.5 Proxies. All proxies shall be in writing and the signatures must be witnessed or acknowledged and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

7.6 Waiver and Consent. Whenever the vote of the membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation, these Bylaws, or any duly adopted regulation of the Association, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

7.7 Place of Meeting. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

7.8 Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings, there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these Bylaws. The Members may also transact such other business as may properly come before the meeting.

7.9 Special Meetings. It shall be the duty of the President to call a special membership meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

7.10 Notice of Meetings. It shall be the duty of the Secretary to personally deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at least ten (10) but not more than fifty (50) days prior to such meetings. The mailing or delivery of a notice in the manner provided in these Bylaws shall be considered notice served.

7.11 Order of Business. The order of business at all meetings shall be as follows:

- a. Roll call;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading and approval of minutes of preceding meeting;
- d. Report of officers;
- e. Report of committees;
- f. Appointment of inspectors of election (in the event there is an election);
- g. Election of Directors (in the event there is an election);
- h. Unfinished business;
- i. New business;
- j. Adjournment.



ARTICLE VIII  
BOARD OF DIRECTORS

8.1 Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three nor more than five; provided, an initial Board consisting of two (2) Directors shall be designated by the Declarant to serve until the Declarant relinquishes management authority of the Association, in its sole discretion. All subsequent Directors must be either Members of the Association or immediate family members residing in the Member's home.

8.2 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

8.3 Removal of Board Members. At any regular meeting at any special meeting called for that purpose, any one or more of the Board members may be removed with or without cause, by a majority of all of the homesite owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above, until Declarant's management authority ends, only Declarant shall have the right to remove a Board member.

8.4 Organization Meeting. The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting.

8.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone, telegraph, or e-mail at least three (3) days prior to the day named for such meeting.

8.6 Special Meetings. Special meetings of the Board may be called by the President on three days notice to each Board member, given personally, or by mail, e-mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Board members.

8.7 Waiver of Notice. Before, at or after any meeting of the Board, any board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the given of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

8.8 Quorum. At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

8.9 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

8.10 Board Fees. Each Board member shall receive such sum as the owners may from time to time determine, plus transportation expenses, for attendance at any regular or special meeting of the Board.

8.11 Powers.

- a. The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, Declaration, Articles of Incorporation or by these Bylaws, directed or required to be exercised or done by the Members or Owners personally. These powers shall specifically include, but not be limited to, the following items:
  1. To determine and levy assessments of the Association ("Association assessments") payable in advance to cover the cost of operating and maintaining the Common Areas and the Association. The Board of Directors may increase the assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses;
  2. To collect, use and expend the assessments collected to



maintain, care for and preserve the roads, recreation facilities, Common Areas, and common area landscaping;

3. To make repairs, restore or alter the Common Areas after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;
5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the house rules or rules and regulations herein referred to or adopted by the Association or Board.
6. To make reasonable rules and regulations and to amend the same from time to time and to suspend voting rights of members after notice and hearing for a period not exceeding sixty (60) days for infractions of the published rules and regulations. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member. Such rules and regulations may without limiting the foregoing include reasonable limitations on the use of the Common Properties by guests of the Members as well as reasonable admission and other fees for such use;
7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters hereinabove set forth;
8. To bring and defend actions by or against one or more existing or former Members, Directors, officers, or agents, pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation;
9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the

Development.

8.12 Compensation. Directors and officers, as such, shall receive no compensation for their services.

## ARTICLE IX OFFICERS

9.1 Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer; all of whom shall be elected by the Board.

9.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices (and may also concurrently be a Board member), except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled.

9.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

9.4 President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and the Board. He/she shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association, including but not, limited to, the power to appoint committees from among the owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the association.

9.5 Vice-President. A Vice-President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform Such duties.

9.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he/she shall have charge of such books and papers as the Board may direct; and he/she shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite each member's name and the number or other appropriate designation of the unit owned by such member. Such list



shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

9.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE X NOTICES

10.1 Definitions. Whenever, under the provisions of the Declaration or of these Bylaws, notice is required to be given to the Board of Directors or to any Director or Association Member, notice may be given by personal delivery or service, but shall not be construed to require personal delivery or service; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a post-paid sealed wrapper, addressed to the Board of Directors, such Director, or Member, at such address as appears on the books of the Association, and notice shall be deemed given on the date mailed.

10.2 Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of State law, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE XI ASSESSMENTS AND FINANCES

11.1 Creation of the Personal Obligation of Assessments. The creation of the personal obligation of assessments is governed by Article IV of the Declaration.

11.2 Description of Assessments. A description and definition of the assessments is as specified in Article IV of the Declaration.

11.3 Purpose of Assessments. The purpose of assessments is as specified in Article IV of Declaration.

11.4 Date of Commencement of Assessments; Due Date. The date of commencement and the due dates of assessments shall be fixed by resolution of the Board of Directors.

11.5 Effect of Non-Payment of Assessment; Remedies of the Association. The effect of non-payment of assessments and the remedies of the Association shall be as specified in Article IV of the Declaration and as otherwise provided by law.

11.6 Checks. All checks or demands for money and notes of the Association shall be signed by the President and Treasurer or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

11.7 Operating Account. There shall be established and maintained a cash deposit account to be known as the Operating Account into which shall be deposited the operating portion of all regular and special assessments as fixed and determined for all Members. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterment, maintenance, and other operating expenses of the community.

11.8 Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

## ARTICLE XII AMENDMENTS

These Bylaws may be altered, amended or added to at any duly called regular or special meeting of the Board of Directors provided: (1) That the notice of the meeting shall contain a full statement of the proposed amendment, and (2) that the amendment shall be approved by vote of at least sixty (60) percent of the whole membership. No amendment, however, shall affect or impair the validity or priority of the Members' interests and the interests of holders of a mortgage encumbering a Member's Homesite.

## ARTICLE XIII SELLING. LEASING. FORECLOSURE. AND GIFTS OF HOMESITE

13.1 Selling and Leasing Homesite. Any Homesite may be conveyed or leased by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Homesite unless and until all unpaid Association expenses assessed against the Homesite shall have been paid as directed by the Board of Directors. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a Homesite, or by the grantee. Any sale, conveyance or lease of a Homesite or unit in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a Member or his mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid



charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

13.2 Foreclosure or Contract Forfeiture. The provisions of 13.1 shall not apply to the acquisition of a Homesite by a first lien mortgagee or first lien contract vendor who shall acquire title to such Homesite by foreclosure, deed in lieu of foreclosure or forfeiture, or contract forfeiture. In such event, the unpaid assessments against the Homesite which were assessed and became due prior to the acquisition of title to such Homesite by such first lien mortgagee or contract vendor shall be deemed waived by the Association and shall be charged to all other members of the Association on a pro-rata basis as a common expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title to such Homesite by the first lien mortgagee or contract vendor and to any purchaser from such first lien mortgagee or contract vendor. Whenever the term Homesite is referred to in this section, it shall include the Homesite, the Member's interest in the Association, and the Member's interest in any Homesite acquired by the Association.

13.3 Gifts. Any Member may convey or transfer his Homesite by gift during his lifetime or devise his Homesite by will or pass the same by intestacy without restriction.

#### ARTICLE XIV GENERAL PROVISIONS

14.1 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

14.2 Examination of Books and Records. Each Member, or their respective representatives and mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to the Board of Directors. The Declaration, Articles of Incorporation and Bylaws of the Association, and any duly adopted regulations of the Association shall be available for inspection by any Member or mortgagee at the principal office of the Association.

14.3 Indemnity and Personal Liability. The Board shall have the power to fully indemnify, defend and hold harmless any existing or former member, Director, officer, employee or agent of the Association for any action he takes or liability to which he is exposed by reason of his relationship or connection with the Association. This power shall be full and complete as allowed by applicable Washington and federal law. Unless acting in bad faith, neither the Board as a body, nor any Director, officer, or committee member of the Association shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his office. Each Homesite Owner shall be bound by the good faith actions of the Board, officers and

committee members of the Homeowners Association in the execution of the duties of said Directors, officers and committee members. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors, including those appointed by the Declarant from their fiduciary responsibilities, or serve to contravene state or federal law.

14.4 Construction. Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14.5 Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

The undersigned Directors of Sunrise Place Homeowners Association hereby certify that the within Bylaws were duly adopted by the Directors of the Association as the Bylaws of the Association at a meeting of Directors duly held on \_\_\_\_\_, 2006.

SUNRISE PLACE HOMEOWNERS ASSOCIATION

By: 

DARREN BATES, Its Initial Director