
**BYLAWS
OF
SUNSET PLAZA CONDOMINIUM ASSOCIATION**

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OF
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ARTICLE I

Name and Location

The name of the Corporation is SUNSET PLAZA CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located at 7313 Skyview Place North, Tacoma, Washington, but meetings of members and directors may be held at such places within the State of Washington, County of Pierce, as may be designated by the Board of Directors.

ARTICLE II

Definitions

The terms used in these Bylaws shall have the same meaning as those used in the Condominium Declaration (the "Declaration") for SUNSET PLAZA, A CONDOMINIUM, recorded under Pierce County Auditor's No. 9804100356, and as amended from time to time.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held at the discretion of the original Directors within one (1) year from the date of incorporation of the Association. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year, or on such date as approved by a majority of the membership if they decide the annual meeting should be held on another date for each succeeding year. If the day for annual meeting of the members is a Saturday, Sunday, or legal holiday, the meeting shall be held at the same hour on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 2. Special Meetings. Special meetings of the Association may be called by the President, the Board, or by Apartment Owners having twenty percent (20%) of the votes in the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the Secretary or person authorized to call the meeting, by hand delivery or by mailing a copy of such notice, postage prepaid, at least ten (10) days before but not more than ninety (90) days before such meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or supplied in writing by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes of previously approved budget that result in assessment obligations, and any proposal to remove a Director or Officer. All meetings shall be held at such place as is convenient for the members as determined by the Board of Directors, but in any event, in Pierce County, Washington.

Section 4. Quorum. The presence at the beginning of any meeting of members entitled to cast forty percent (40%) of the votes of the Association shall constitute a quorum throughout that meeting for any action. If a quorum is not present or represented at any meeting, the members entitled to vote may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Manner of Voting. There shall be one (1) voting representative for each Apartment. If a person owns more than one Apartment, he or she shall have the votes for each Apartment owned. The voting representative shall be designated by the Owner or Owners of an Apartment by written notice signed by each party with an ownership interest, which notice shall be filed with the Secretary of the Board. The voting representative need not be an Owner. The designation shall be revocable at any time by written notice to the Secretary of the Board from any one of the parties having an ownership interest. Such designation shall be deemed revoked when the Secretary receives actual notice of the death or judicially declared incompetence of any party with an ownership interest in the Apartment, or of the conveyance of such ownership interest. This power of designation and revocation may be exercised by the guardian of an Apartment Owner and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative shall be the person or group composed of all Owners of that Apartment who attend any meeting of the Association; however, votes may not be split by multiple owners of an Apartment. Thus, if multiple Owners cannot agree on a vote, their vote will not be counted on a vote of the Association membership, even though those Owners may be counted for the purpose of a quorum (as if abstaining).

ARTICLE IV

Board of Directors; Selection; Term of Office

Section 1. Number of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors which shall constitute the whole Board shall be no less than five (5) and no more than seven (7).

Section 2. Election. At each annual meeting, the Owners shall elect Directors to replace those whose terms have expired. Nomination of a slate of candidates may be made by a nominating committee of three or more Owners who are not Board Members, but who are selected by the Board. Additional nominations may be made by a petition signed by at least ten (10) Apartment Owners or by Members present at a meeting called for the purpose of electing Directors.

Section 3. Compensation. No director shall receive compensation for any service rendered to the Association. However, a Director may be reimbursed for actual expenses incurred in the performance of duties, and a Director or Officer may be compensated and paid a fee for Certificate of Resale prepared by that Director or Officer. Any fees paid to an Officer or Director for the preparation of a Certificate of Resale shall be reasonable and shall be approved by the Association when the annual budget is approved.

Section 4. Term of Office. The members of the first Board of Directors elected entirely by Apartment Owners shall serve terms of office as follows: one (1) director shall serve for a term of one year; and the remaining Directors shall serve for a term of two years. Beginning in 2005, four (4) Board members will be elected to two-year terms. The three (3) incumbent Board members will finish out their two-year terms that started in 2004. At each annual meeting thereafter, the members shall elect to a two-year term one new Director for each Director whose term has expired that year. Should Board membership drop to the minimum five (5) Directors, in any given year terms should end for no more than three (3), and no fewer than two (2), of those Directors. The members of the Board shall serve until their respective successors are elected or until their death, resignation or removal; provided that if any Director ceases to be an Owner, that Director's position on the Board shall automatically terminate upon the transfer of that Director's ownership interest.

Section 5. Removal of a Director. Any Director may be removed from the Board and a successor may be elected for the unexpired term by a vote of the Owners at a special meeting called for such purpose; provided that unless the entire Board is removed, an individual Director shall be removed only by two-thirds (2/3rds) of the votes cast by members having voting rights. In the event of a vacancy occasioned by any cause other than removal, the remaining Directors may select a replacement Director who shall serve until the next annual meeting or until any special meeting called to elect a new Director.

ARTICLE V

Standard of Care for Directors

The duty of care required by a Director shall be ordinary and reasonable care. However, if the statutory standard of care is, at any time, different than the standard of care set forth in this Declaration, this Declaration shall be deemed amended so that the standard of care shall be that set forth statutorily for Condominiums in the State of Washington. This paragraph shall not apply where the consequences of such act, omission, error or negligence are covered by the insurance obtained by the Board.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held no less than one (1) time a year at such place and hour as may be fixed by the Board of Directors. Notice shall be given annually to the members of next year's meetings times.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any Director. The meeting shall be held at the same place as the regular meetings, unless unavailable, in which event the President shall designate the place of the special meeting.

Section 3. Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast fifty-one percent (51%) of the votes on the Board of Directors are present at the beginning of the meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 4. Action Taken Without A Meeting. The Directors may take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

Powers and Duties of Board of Directors

Section 1. Powers. The Board of Directors shall have the powers to do the following:

- (a) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (b) as necessary to pursue the Association responsibilities, employ an independent contractor, or such employees as the Board deems necessary, and to prescribe their duties;
- (c) enforce all covenants, restrictions, and conditions of the Declaration as amended (this power does not in any way reduce the power of any member to enforce such covenant, nor does it require enforcement unless the Board of Directors deems such enforcement necessary);

- (d) shut off utilities to an Apartment after thirty (30) days written notice sent by certified mail to the Owner if a member is more than sixty (60) days late with payment of any assessment or fee due to the Association or if a material breach of the Declaration, Bylaws, or Rules and Regulations, continues for more than thirty (30) days. Notice shall be sent to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice.

The Board shall not act on behalf of the Association to:

- (a) amend the Declaration in any manner that requires the vote or approval of the Apartment Owners;
- (b) terminate the Condominium;
- (c) elect members of the Board of Directors or determine the qualifications, powers, and duties, or terms of office of members of the Board of Directors; provided, however, that the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

Section 2. Duties. It shall be the duty of the Board of Directors to do, in their discretion, as follows:

- (a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by any one of the members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to do as follows:
 - (i) fix the amount of the annual assessment against each apartment;
 - (ii) send written notice of each assessment to every Apartment Owner subject thereto within thirty (30) days of adoption of the budget, calling a meeting of the Owners for the purpose of ratifying the budget;
 - (iii) file a lien if the assessment is not paid within thirty (30) days;
 - (iv) when deemed necessary, may foreclose on the lien after thirty (30) days but prior to three (3) years from date of assessment;
- (d) issue, or to cause an appropriate officer to issue, on demand by any person, a statement signed by the treasurer setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of such statement. If a statement states an assessment has been paid, such statement shall be conclusive evidence of such payment;

- (e) enforce covenants as provided in the Declaration when deemed necessary by a vote of a majority of the Directors (this power of enforcement is in addition to the powers of the enforcement of any individual Owner);
- (f) in the event of Common Areas, procure and maintain adequate liability and hazard insurance on property owned by the Association. If available at a reasonable cost, maintain earthquake insurance on all Common Areas. Procure and maintain adequate liability insurance for the Directors of the Board of Directors;
- (g) maintain any Common Areas and Limited Common Areas as set forth in the Declaration;
- (h) perform any and all other functions which are necessary for maintenance and continuance of the Association;
- (i) issue, or to cause an appropriate officer to issue, within ten (10) days of a demand by any member, a Certificate of Resale as required under the Washington Condominium Act, CH. 64.34 RCW. A reasonable charge may be made by the Board for the issuance of such certificate.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice President, Secretary, and Treasurer, who shall at all times be members of the Board of Directors, and such officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, or until that officer's successor is elected, unless the officer sooner resigns, or shall be removed, or otherwise is disqualified to serve.

Section 4. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer who is replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all written instruments and promissory notes.
- (b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses; prepare, execute, certify and record Amendments to the Declaration on behalf of the Association; and, perform such other duties as required by the Board.
- (d) **Treasurer.** Unless the Condominium is managed by a management firm (outside manager), the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall: disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant whenever requested by the Board or by one of the voting members as described in greater detail in paragraph 12.7 of the Declaration; and, prepare an annual budget and a statement of income and expenditures as set forth above. The desired time for preparation shall be just prior to the regular annual meeting so that the budget and statement can be presented to the membership at its regular annual meeting.

ARTICLE IX

Committees

The Board of Directors shall appoint such committees as it deems appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours as determined by the Board, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association, shall be available for inspection by any member at the office of the Secretary of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Amendments

Section 1. Bylaws. These Bylaws may be amended by a majority of Directors.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Article shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII

Indemnification of Directors and Officers

Section 1. Right of Indemnification. The Association shall indemnify its Directors and Officers against all liability, damage, or expense resulting from the fact that such person is or was a Director or Officer, to the maximum extent and under all circumstances permitted by law.

Section 2. Effect on Other Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Article of Incorporation, Bylaws, agreement, vote of shareholder, or disinterested Directors or otherwise.

Section 3. Insurance. The Association may maintain insurance, at its expense, to protect itself and any Director, officer, employee, or agent of the Association or another association, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether or not the Association would have the power to indemnify such person against such expense, liability, or loss under the Washington Nonprofit Corporation Act. The Association may enter into contracts with any Director or officer of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 4. Advance Payment. The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Association or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Corporation Act or otherwise.

ARTICLE XIII

Attorney Fees

Should any dispute arise regarding the terms of these Bylaws, the Declaration, the Articles of Incorporation, or the Rules and Regulations of the Association, the prevailing party shall recover reasonable attorney fees and costs, including those for appeals.

ARTICLE XIV

Venue

Venue, for purposes of these Bylaws, shall be Pierce County, Washington.

ARTICLE XV

Fiscal Year

The fiscal year of the Association shall be a calendar year, unless determined otherwise by the Board of Directors.

In accordance with the Amendments approved to these Bylaws at the
March 15, 2005 Sunset Plaza Condominium Association Annual Meeting,
IN WITNESS WHEREOF, we being all of the Directors of SUNSET PLAZA
CONDOMINIUM ASSOCIATION have hereunto set our hands this

21 day of July, 2005.

Colleen Paul, President
Joan Jayson, Vice President
Nellie Bell, TREASURER
Peter Jorgenson, Secretary
David A. Liles