

President  
Wilderun I and II Homeowners Association  
Marysville, WA 98270

"

2Q12Q2T7G424 \*8 PGS  
02/17/2112 1:41pm \$69.00  
SNOHOMISH COUNTY, WASHINGTON

Document Title(s): Supplemental Rules and Regulation Addendum's to the First  
Amendment to Declaration of Covenants for the Plat of Wilderun I  
and II

Reference Number(s) Document assigned:  
**200401210290**



Grantor/Declarant: President Board of Directors  
Wilderun HOA I and II

Grantee: The Public

Legal Description: Wilderun I Lots 1-79, Plat of Wilderun, recorded under Sno, Co.  
Auditor's File No **200304235004**, Sno. Co. WA and Wilderun II  
Lots 1-5 recorded under Sno. Co. Auditor's File No  
**200304235005**, Sno. Co. WA

**SUPPLEMENTAL RULES AND REGULATIONS ADDENDUM'S TO THE  
FIRST AMENDEMENTS TO DECLARATION OF COVENANTS FOR THE PLAT  
OF WILDERUN I AND II**

This Supplemental Rules and Regulations Addendum is made and executed this  
17 day of February, **2012**, by and on behalf of the Wilderun Homeowners Associations I  
and II (the "Declarant")

**RECITALS**

- A. Declarant is the President of the Board and homeowner within, Plat of  
Wilderun I and more particularly described on Exhibit A
- B. The real property described on Exhibit A is located within and has been  
developed in accordance with the Plat of Wilderun, as approved by  
Snohomish County and recorded under Snohomish Auditor's File No.  
**200304235004** and **200304235005**.
- C. Declarant desires to add Supplemental Rules and Regulations to the First  
Amendment to Declaration of Covenants for the Plat of Wilderun I and II  
recorded with the Snohomish County Auditor on January 21, 2004, under  
Snohomish County Auditor's File  
No, 200401210290; and reconfirm and validate their publication in  
accordance with the addition of the Supplemental Rules and Regulations  
described below:

NOW, THEREFORE, Declarant hereby declares the First Amendments to

Declaration of Covenants for the Piatt of Wilderun I and II shall be added to with the Supplemental rules and Regulations Addendum, and further declares the real property described in Exhibit A, including all improvements constructed or to be constructed thereon, shall be subject to the provisions of these Supplemental Rules and Regulations and shall be held, sold, transferred, conveyed, used, occupied or otherwise encumbered subject to the following addendum's.

WHEREAS, Article 7.1 of USE RESTRICTIONS AND RULES of the First Amendment to Declaration of Covenants for the Plat of Wilderun dated November 24<sup>th</sup> 2003 states

**7.1 General Rules and Regulations** This Article, beginning at Section 7.2, sets out certain use restrictions which must be complied with by all Homeowners and Occupants. These use restrictions may, only be amended in the manner provided in Section 14.4 hereof regarding amendment of this Amended Declaration. In addition, the Board may, from time to time, without consent of the Homeowners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restriction and rules shall be distributed to all Homeowners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Homeowners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the Total Association Vote.

#### **SUPPLEMENTAL RULES AND REGULATIONS ADDED**

**Added during Special Meeting October 29<sup>th</sup> 2003 held by owner of Legacy Homes Pete Murphy.**

**Restated and approved by the board and Wilderun Homeowners on February 23<sup>rd</sup> 2005.**

Discussion: **1.** All yards must remain neat, trim and tidy each owner shall maintain the lawn, landscaping and yard continuously in a good, clean, attractive, safe and sanitary condition along with the full compliance of any rules and regulations adopted by the board.

**2.** Common areas in front of, next to or around each home must be

Maintained in A neat, trim and tidy manner by the homeowner within the closest proximity to the common area.

3.A11 Front yards, side yards and back yards that are part of the Tax parcel, that the particular homeowner bought, must be maintained by the homeowner or a hired professional.

landscape -All landscape and the architectural board must approve fences, walls and structures, or board of directors, if no architectural board has been formed. **Window Coverings** -Window coverings must be permanent, no sheets, towels or other non-window covering may be used. **Vehicles & Trailers** - No boats, boat trailers, house trailers, autos, trucks, campers, motor homes, or other vehicles in yard or on street. Only family vehicle may be parked on the street. Signs -No signs other than professional signs or For Sale signs or where applicable for rent signs. **Garbage and Refuse** -No Trash, refuse piles, vehicles, underbrush, compost piles, unsightly growth, or objects. Garbage cans are only to be visible from the street on garbage day, otherwise garbage cans, recycle cans and similar are not to be seen from the street or the bottom floor of the neighboring property **Animals** -No animals, livestock, or poultry can be raised or bred, the exception is Dogs & Cats and other domestic animals which are allowed for family use, there is to be no breeding of any type of animal. **Leases and Rentals** -Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration and Bylaws and the Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of said documents, Rules and Regulations shall be a default under the lease or rental agreement and that the owner grants to the Board and the managing agent the authority to evict the tenant on Owner's behalf for such default, upon only such notice as is required by law. If any lease does not contain the forgoing provisions, such provisions are nevertheless deemed to be a part of the lease and binding upon the Owner and the tenant by reason of their being stated in the Declarations. Neither the Board nor the managing agent shall be liable to the owner or the tenant for any eviction under this section that is made in good faith. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. **Temporary, Permanent and portable structures** and items -Except with the permission of the Architectural Board, or except as may be necessary in connection with the construction of any approved improvement, no excavation shall be made nor shall any dirt be removed from or added to any unit herein. **Exterior Maintenance & Repair** -Each Owner at his or her sole expense, have the right and the duty to keep the exterior of his or her building, landscaping and all other improvements within the property, including the building structure, equipment, and appurtenances, in good order, condition and repair and shall do all redecorating, painting at any time necessary to maintain the good appearance and condition of his or her Unit. **Permanent & Temporary Structures** -No platforms, Dog houses, playhouses, structures or items shall be left permanently on the property where it may be visible from the street. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on a property without the prior approval of the Board of Directors.

All property owners must inform; in writing, the HOA Manager if the property is put on the market for sale. The notice must contain the owners name, address, Phone number, Agents name, Agents phone number, closing agents name, Closing agents phone number. Each property owner at the time they sell their homes are responsible for letting their Real Estate

Agent know the HOA Manager's name & phone number. Each homeowner will be responsible for HOA dues and the transfer fee not collected from the new owners.

**Added during Annual Meeting of February 8<sup>th</sup> 2011**

Homeowners may have three passenger vehicles in front of their garage as long as they have a paved or graveled pad for the passenger vehicle to park on. The passenger vehicle must be licensed and drivable. No trailers, RV's, boats, golf carts, or recreational vehicles.

Work vehicles may park in the driveway or garage but not on the street.

Holiday decorations must be taken down no later than 30 days after the holiday. Violations will go out after the 30 days. This is for all holidays.

Conclusions: Motioned, 2nd, approved

**SUPPLEMENTAL RULE PERTAINING TO SATELLITE DISH AND ANTENNAS**

WHEREAS, Article 9.1.5, of RESTRICTION ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENTS dated November 24<sup>th</sup> 2003 states all outside television and radio aerials and antennas are prohibited without the express written permission of the association or committee; and

WHEREAS, § 207 of the Telecommunications Act of 1996 prohibits homeowners associations from unreasonably restricting the installation of satellite dishes less than one meter in diameter; and

WHEREAS, on August 6, 1996 the Federal Communications Commission (FCC) adopted a rule implementing § 207 of the Telecommunications Act of 1996, which order is set forth at 47 CFR §1.4000; and

WHEREAS, the Board of Directors for the Association is desirous of adopting a rule imposing reasonable restrictions on the placement of satellite dish antennas which both preserves the Association's interest in protecting the esthetic appearance of the community while, at the same time, complying with the FCC Rule prohibiting unreasonable antenna restriction;

NOW THEREFORE, the Board of Directors for the Association hereby adopts the following Rule:

**1. Dishes Over One Meter Prohibited.**

Satellite dish antennas that are over one meter in diameter shall continue to be prohibited on any properties located with the Association. Homeowner\Renter may not install any type of antenna that transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.

## **2. Notification of Satellite dish antenna installation.**

Any Homeowner\Renter wishing to install a Satellite dish antenna one meter or less in diameter shall submit a notification to the Association containing their installation plans. When a Homeowner\Renter submits an application to the Association for approval of the Satellite dish antenna, the Association will review the application on an expedited basis. If the application meets all of the required criteria stated in this document, the Association will rule on the application within 7 days of receipt of the application and issue a written notice of the ruling to the owner.

## **3, Installation of Satellite dish antenna.**

Satellite dish antennas must be installed within the boundaries of the HomeownerXRenter's Lot and may not be installed on Common Area or adjacent lots. HomeownerXRenter must install their Satellite dish antenna in one of the following designated locations in order of preference:

- (a) inside a window within the home; or
- (b) at ground level in the rear yard or patio, screened, covered or decorated with natural landscaping; or
- (c) . in side yard of the home. It must be mounted between the center point of the side of the home to the back corner of the home; or
- (e) mounting of the satellite dish on the roof is okay as long as it is on the back third of the house in a spot that minimizes its visual impact; or
- (f) if the satellite dish must be mounted on the front, of the house the homeowner needs to minimize the visual impact of the satellite dish from the street. This is to be done by painting the satellite to match the color scheme of the house, landscaping or other camouflage. The association reserves the right to check the placement of a satellite dish mounted on the front of the house. If a suitable location is found other than the front of the house then the homeowner will be required to move the satellite dish antennae at the homeowner's expense.

Note: if installed with a mast in the back or side yard then the dish needs to be entirely within and below the height of privacy fencing. If the satellite dish needs to be above the height of the fence then final location approval of the association is needed.

In order to maintain the structural integrity of the building, any wires and cables pertaining to the Satellite dish antenna must be properly installed. HomeownerXRenters cannot drill holes through exterior walls to accommodate any wiring for the Satellite dish antenna. Where possible, wiring should be run in crawlspaces or attics to minimize exterior cable. Any wires that are visible on the exterior of the buildings shall be painted to match the buildings along which they run.

All costs associated with the purchase, installation and/or maintenance of the satellite dish as well as any painting, landscaping or other camouflage shall be the sole responsibility of the Homeowner.

The association has the right to remove any installation that does not meet the rules at the homeowner's expense.

#### **4. Maintenance, Repair and Removal.**

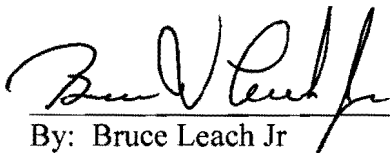
The Homeowner\Renter shall be responsible, at the Homeowner\Renter's sole expense, for the maintenance of any Satellite dish antenna. In the event the Homeowner\Renter removes the Satellite dish antenna (and does not reinstall the Satellite dish antenna), the Homeowner\Renter shall, at his (or her) sole expense, promptly restore the surrounding area to its original condition. It shall be the Homeowner\Renter's responsibility to remove the Satellite dish antenna if, in the sole discretion of the Board, the Association must maintain, repair, or replace the area where the Satellite dish antenna is installed. Except in emergency situations, the Association shall notify the Homeowner\Renter at least five (5) working days in advance of the need to remove the Satellite dish antenna. The cost of removing and replacing the Satellite dish antenna shall be the responsibility of the Homeowner\Renter. Should a Homeowner\Renter fail to remove the Satellite dish antenna upon the Association's request, the Association may enter the Homeowner\Renter's Lot at reasonable hours with at least five (5) working days advance notice and remove the Satellite dish antenna. The Association shall not be responsible for any damage to the Satellite dish antenna or loss of the Homeowner\Renter's video signal incurred in removing the Satellite dish antenna. If the Association must remove the Satellite dish antenna, the Association may charge the costs to the Homeowner\Renter and may levy a Special Assessment against the Homeowner\Renter's Lot for costs incurred in removing the Satellite dish antenna. If the Association must remove the satellite dish antenna, the Association shall not be responsible for replacing it.

#### **5. Outside television and radio aerials and antennas are still prohibited without the express written permission of the association or committee**

Television or radio aerials and antennas that are not satellite dishes and are not covered under FCC rule and 47 CFR §1.4000 are still prohibited without the express written permission of the association or committee

IN WITNESS WHEREOF the undersigned Declarant has executed this Amendment as of the 17<sup>th</sup> day of February, 2012

DECLARANT:  
PRESIDENT  
WILDERUN I AND II HOMEOWNERS  
ASSOCIATION ,



By: Bruce Leach Jr

## JURAT WITH AFFIANT STATEMENT

State of \_\_\_\_\_

County of Tai

☒ See Attached

☐ See Statement Below (Lines 1-7 to be completed only)

ss.

Document (Notary to cross out lines 1-7 below)  
by document signer(s), *not* Notary

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 *[Signature]*  
7 \_\_\_\_\_

Signature of Document Signer (Affiant) No. 1

Signature of Document Signer (Affiant) No. 2 (if any)

Subscribed and sworn to (or affirmed) before me

this 11 day of \_\_\_\_\_

Date

Month

Year

in 75ruMs h-C(A>h-

Name of Signer No. 1

▲▲▲▲▲▲

Notary Public  
State of West Virginia  
JODY ABNAROS  
My Appointment Expires Feb 17, 2019

Place Notary Seal/Stamp Above

J

(2) *[Signature]*  
Signature of Notary Public  
02/17/2015

Any other Required Information  
(Residence, Expiration Date, etc.)

### OPTIONAL

Not required by law, this information can be useful to those relying on the document and prevent fraud.

### Further Description of Any Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

## **EXHIBIT A**

### **Legal Description**

Lots 1 through 79, Plat of Wilderun, recorded under Snohomish  
County

Auditor's File No, 200304235004. *"ZOO 3o«f 13 so 05*

Situate in the County of Snohomish., State of Washington.



*e*