

Building Checklist (May X, 2026 revision)

The following is a guide for lot owners who decide to place an improvement on their lot(s) in Cape Horn Estates. Please familiarize yourself with the provisions of the Covenants, which specify basic rules and guidelines to preserve the value of all of our properties.

1. Obtain an on-site sewage permit from Panhandle Health District and provide a copy to the Board of Directors.
2. Send engineered blueprints, plot placement plans and a descriptive summary of the project that specifies color and texture of outdoor finishes and includes overall dimensions and square footage of livable space to the Board for approval.
3. Lay out the project with stakes and string with the four corner surveyor pins exposed to ensure setback compliance. (The surveyor pins are pieces of rebar set deep into the ground, often with fuchsia colored ribbon attached.) The Covenants only address the minimum size of a home; however, each application will be considered based on the lot size and impact on the community.
4. The Board will send a copy to all adjacent lot owners for their information and comments.
5. The Board will attempt to consider the plans within 30 days. If there appears to be objections or special concerns, the Board may meet at the site to obtain a better visual understanding of the proposal and the issues. The applicant and adjacent owners will be notified and provided an opportunity to attend the meeting. Approved plans will be signed and dated by the President and kept by the Board at least until the construction has been completed. Any deviation in site placement or overall dimensions must be approved by the Board.
6. The Board will not approve a variance from the Covenants unless there is no other practical way to build on the lot and it finds that other lot owners will not be harmed by the variance. If a variance or any other change becomes necessary, the owner will submit new plans with the changes agreed to and the President of the Board will sign and date these plans to be kept with the other plans on file.
7. The Board may approve plans subject to conditions, if deemed necessary, to maintain the standards of the Covenants or for other reasons consistent with the common good of the subdivision.
8. Upon approval of the plans, the lot owner must obtain all necessary building and electrical permits and inspections.
9. Once plans are approved, each lot owner will be required to sign a certificate of damage waiver to cover any damage to the roads due to their construction. The damage waiver applies only to the project specified on the waiver. A deposit is usually required, subject to the following conditions:

- a. For major construction, a \$2,000 construction deposit is required. This amount includes a \$1,000 nonrefundable road impact fee and a \$1,000 damage deposit, refundable if there is no visible damage to the roadways or properties from the construction. This category includes construction of a new primary residence, garage or accessory structure with poured concrete floor, any new structure requiring a county Building Location Permit (BLP) where the footprint exceeds 1,000 sq ft, or any construction requiring a concrete pour or crane.
 - b. A refundable damage deposit of \$1,000 is required for construction of accessory structures of more than 200 sq ft, retaining walls over 4 feet in height, major renovation*, or installation or replacement of a septic system. *Major renovation means any alteration to an existing structure that involves exterior demolition, foundation work, or structural modification.
 - c. For other projects involving the delivery of more than one load of heavy materials (concrete, lumber packages, roofing materials, etc.) by vehicles exceeding 10,000 lbs gross vehicular weight (GVW), a signed damage waiver is required.
 - d. The lot owner is responsible for documenting the condition of the roads immediately adjacent to their lot(s) before construction begins by sending photos via email to the Association secretary along with the signed construction damage agreement, and when a refund of deposit is requested.
- **Please note: items one through nine must be completed before construction is initiated.**
10. Covenant 13 requires the structure to be complete as to exterior appearance within twelve months from date of commencement of construction.
 11. Once the exterior work of the project is completed, the lot owner may request refund of their deposit. The deposit will be returned or a damage claim issued within 90 days. If damage is assessed, the Board will procure a repair estimate by a licensed contractor. The lot owner may contest withholding of any deposit within 30 days of the assessment. Any deposit remaining unclaimed after three years of the date the construction damage waiver is signed will be forfeited, unless the lot owner requests an extension in writing.
 12. Covenant 7 prohibits occupying trailers or mobile homes on lots in the subdivision. Any request for a temporary trailer during construction will be considered on a case by case basis.
 13. Parking equipment or vehicles on the road is prohibited due to fire and emergency access.

14. Please supervise your contractors to avoid their cutting or damaging buried water, power and telephone lines. Both the lot owner and the contractor will be held responsible for any such damage, as well as damage from spills from oil, fuel, or any other harmful substance.
15. The lot owner will be responsible for purchasing a gate opener or establishing a temporary code for use by the contractor until construction is finished.
16. The lot owner will provide a digital copy of as-built plans to the Board of Directors upon completion of construction.

If you have questions, problems or concerns please contact any Board member. Our names and phone numbers are on our web site (www.capehornestates.com). We want your building experience to be as efficient and stress free as possible.

Originally Signed

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Sarah Zabel, President