

CAPE HORN MAINTENANCE CO.

Handbook of Rules and Regulations

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Emergency: 911

Emergency water shut-off: (360) 599-0070

The Board of Trustees may make changes to this Handbook except where precluded by law.

Definitions

1. Articles of Incorporation Legal document setting forth the terms of Cape Horn Maintenance Co.'s existence.
2. The Board Elected Board of Trustees, the governing body of the Cape Horn Maintenance Co.
3. Bylaws Technical rules and procedures including, but not limited to: Voting, election of directors/trustees, term limits, powers/duties of trustees, meetings, membership qualifications, etc.
4. CC&Rs (Covenants, Conditions, and Restrictions) Legal document setting forth the rights and responsibilities of each member and the responsibilities of the Board. Including, but not limited to: Architectural restrictions, property use restrictions, property maintenance standards, water system control/maintenance, animal control, vehicles, rental agreements, etc.
5. Corporation shall mean and refer to the Cape Horn Maintenance Co. and its successors and assigns.
6. Governing Documents Legal documents including, in order of precedent, Revised Code of Washington (RCWs), Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Articles of Incorporation, Bylaws, and the Handbook of Rules and Regulations (RRs), the combination of which set forth the legal structure, policies, procedures, etc. of Cape Horn on the Skagit and the Cape Horn Maintenance Co.
7. Quorum Minimum number of members that must be present to make proceedings valid.
8. RCWs (Revised Code of Washington) Washington State laws.
9. RRs (Handbook of Rules and Regulations) Legal document setting forth in plain language selected topics from the other governing documents.
10. Vehicle As used herein is defined as, but not limited to: passenger car, van, pickup or larger truck, bus, trailer, motorized or tow type RV, any pickup camper not situated on a pickup truck, motorcycle, moped, snowmobile, or other gas or electric powered conveyance, etc.

General Information

1. Cape Horn Maintenance Co., herein after called CHMC, the Cape, Cape Horn, or the Corporation operates and maintains the parks and water system for Cape Horn on the Skagit. It also serves as a representative of its member's interests. Cape Horn Maintenance Co. was incorporated in 1965 and is wholly owned by the property owners within Cape Horn. As such, each owner bears equal share in and responsibility for all community properties and debts.
2. The organization and operation of Cape Horn is spelled out in the Covenants, Conditions, and Restrictions (CCRs), Articles of Incorporation, Bylaws, and Rules and Regulations. Protective restrictions against each lot have been filed with the Skagit County Auditor's Office and provide that, "all lots shall be subject to these documents." (See Covenants, Paragraph 3. below)
3. Cape Horn is funded by annual and special assessments of its members. (See Assessments, Paragraphs 1 and 2 below)
4. Each owner of property in Cape Horn will provide the Corporation with an address and telephone number at which they can be reached.
5. The Skagit County Sheriff Department, the Health Department, or other government agencies will be called to handle violations of laws such as, but not limited to: illegal drug activity, vandalism, trespassing, burning or burying household garbage; dumping appliances, vehicles, furniture; or causing health hazards, etc. These may result in criminal prosecution, civil penalties, and/or assessment of fines.

6. The day-to-day operation of Cape Horn Maintenance Co. is conducted by our staff of contract and part-time employees. They work under the direction of the Board of Trustees (herein after called the Board). The staff is responsible for the maintenance and safety of the water system, parks, and for the business and financial affairs of the Corporation.

7. Assistance of Board Members and employees may be obtained by contacting the Executive Secretary by phone at (360) 826-9105, by mail at P.O. Box 87, Concrete, WA 98237, in person at the office – 7849 Fir St., Concrete, WA 98237, or by email at capehornhoa@gmail.com.

Membership and Voting

1. Membership is limited to owners of one or more lots (tracts) located in Cape Horn. Such membership is conveyed by title to the lot and is automatically and irrevocably attached to the lot. Members have only one vote at meetings regardless of the number of lots they own. If property is jointly owned with a spouse or other individual only one vote may be cast for that property. The decision as to who may exercise the voting right is between the joint owners. The establishment of Limited Liability Corporations (LLCs) or other such entities shall not allow the owner or part owner of such organization to more than one vote.

2. Voting is limited to those members who are paid up and in good standing. Paid up in this case includes assessments, late fees, and fines. The Executive Secretary will verify ballots to ensure that this requirement is met.

3. Votes may be cast either in person or by mail. Mail-in votes must be received not later than close of business of the Thursday immediately prior to the annual meeting.

4. Votes from 10% of members in good standing will constitute a quorum. Procedures for notification of members, and the distribution, collection, and counting of ballots shall be established by the Board of Trustees.

5. Members should make every effort to register and/or pay their assessments, fees, and fines not later than the week prior to the meeting. If this is not possible, registration and verification may be done at the site of the general meeting between 10:30 and 11:00 AM.

6. The Annual Membership Meeting is held at 11:00 AM on the second Saturday of July at Riverfront Park, which is located near the intersection of Cape Horn Drive and North Shore Lane, unless otherwise directed by the Board. Seating is limited so please bring your own chairs or picnic blankets. Notice of the Annual Meeting along with a list of agenda items will be posted at www.capehornmaintco.com and mailed not less than 10 days prior to the date of the meeting. This notice will also solicit additional agenda suggestions from the members.

7. Board members will normally grill hotdogs and hamburgers after the meeting. Any side-dishes, chips, drinks, etc. brought by the members would be greatly appreciated.

8. An agenda will be prepared by the President and the Executive Secretary based on input from the Board and Members. The last newsletter prior to the annual meeting will have reminders for the submission of proposed agenda items to the Executive Secretary in writing, by phone, or by email. Items which are within the purview of the Board may not be placed on the Agenda except to note that it has been reserved to the Board for decision. The minimum agenda items for the Annual Meeting will include:

- a. Nomination and election of the Board of Trustees
- b. Members' discussions and vote for agenda items submitted by the general membership with the exception of those topics reserved for executive decisions by the Board of Trustees.
- c. Members' discussions and vote for items suggested by those members in attendance except those topics reserved to executive decisions by the Board.

9. A nine member Board of Trustees will be elected by the membership to manage the Corporation. Trustees are elected to four year terms. Board members must be current property owners and be in good standing. Should a vacancy occur the remaining trustees may appoint a member to serve until the next Annual Membership meeting. At the first meeting of the Board after the election, the Trustees will elect a President, Vice-President, Secretary, and Treasurer.

10. Monthly meetings of the Board will be held at 10:00 AM on the second Saturday of each month. These meetings are open to all members.

Assessments, Fines, Fees, and Penalties

1. Cape Horn Maintenance Co. is funded by an annual assessment of its members. This assessment is per lot owned as the lots were originally platted when Cape Horn was developed. The assessment varies and is approved by the members present at the annual meeting. The assessment invoice is mailed in April of each year and must be paid in full or have a signed promissory note not later than May 31th of that year. If May 31st falls on a weekend or legal holiday; the entire amount is due, or a Promissory Note must be signed, not later than close of business on the next business day.

As of July 13, 2024, the current annual assessment is \$350.00 plus an additional \$25.00 per lot for street lighting which was passed by the membership at the July 8, 2023 meeting. Therefore the combined annual assessment is \$375.00.

2. Special assessments may be approved by the membership to fund particular projects. Special assessments are approved for a specific dollar amount and time frame.

3. Transfer fees are a one-time charge paid by the purchaser when a property is sold in Cape Horn. This fee helps cover the administrative costs related to providing documents to realtors and for making changes to computer and support systems maintained by the Cape. The transfer fee is paid by the Buyer's escrow.

4. Property owners may be fined or penalized for, but not limited to, the following:

- a. Damage to Cape Horn property.
- b. Failure to provide a completed tenant undertaking form.
- c. Failing to maintain their lot/lots in a safe, healthful, neat manner.
- d. Having animal(s) that is/are a nuisance to any other member due to smell, noise, physical threat, etc.
- e. Violating any other Bylaw or Rules or Regulations in any of the governing documents.

5. The property owner shall be responsible for payment of any assessment, fine, fee, or penalty levied against a member of their family, their tenant, their guests, and/or their agent for violation of any item in Paragraph 4. above.

6. If the annual and special assessments are not paid in full, or a Promissory Note has not been signed, by the close of business on May 31st; a \$50.00 fine will be added to the amount due. Failure to pay the amount owing will result in an additional \$50.00 fine for each succeeding month. If May 31st falls on a weekend or legal holiday; the entire amount is due, or a Promissory Note must be signed, not later than close of business on the next business day.

7. Promissory Notes allow annual and special assessments, fees, and penalties to be paid over a six-month period. The total amount owed will be divided into six equal payments due not later than the last day of each month or the first business day after a weekend or legal holiday.

8. If after 90 days the assessments, penalties, and fees have not been paid or a Promissory Note has not been signed; the water to the property will be shut-off. In addition, a \$40.00 shut-off fee will be levied. After the water has been

shut-off, all assessments, fines, fees, penalties, and an additional \$40.00 turn-on fee must be paid in full before the water will be turned-on.

9. Other fines, fees, and penalties may be levied in response to violation of other sections of these Rules and Regulations or the other governing documents.

10. If an assessment, fine, fee, or penalty is not paid within the time frames established by these Rules and Regulations or the other governing documents further legal and/or monetary actions may be taken.

11. Payments received are applied to late fees first, then to the cost of collections and/or legal fees, and then to assessments.

Renting and Leasing of Property

1. The Bylaws and other governing documents require that members who rent or lease their property within Cape Horn shall provide Cape Horn Maintenance Co. with a completed Tenant Undertaking form within 10 days of entering into any oral or written rental or lease agreement. A copy of the Tennant Undertaking form is included as the last page of this Handbook and at www.capehornmaintco.com. Additional paper copies may be obtained by copying the enclosed form, printing a copy from the webpage, or by contacting the Executive Secretary at the office.

2. "Rental" or "leased" premises mean property occupied by someone other than the owner, as a tenant, whether or not monetary rent is actually paid, or rent is paid in some form other than money, i.e. house-sitting, services, maintenance and/or repairs to the subject premises, and regardless of whether the tenancy is verbal or written or of a specific duration.

3. As of September 1, 2014, only 'stick built' or manufactured homes may be rented or leased. No other structure or vehicle of any form whatsoever, including but not limited to, recreation vehicles, boats, campers, trailers, tents, garages, sheds, etc., shall be used at any time as rental premises.

4. A premises is considered rented or leased when that premises shall be occupied by any person(s), not the owner(s), for a period longer than 14 days or more than an aggregate of 30 days in any calendar year.

5. Tenants are considered guests of the member. They may use Cape Horn facilities just as any other guest. Tenants are not members and they may not vote or otherwise take part in the meetings of Cape Horn Maintenance Co. Members must remember that they are responsible for the actions of their tenant(s) and are jointly and severally liable for fines and damage charges levied against the tenant.

6. Written notice of violations of the Bylaws or other documents by the tenant shall be provided to the tenant and owner at which time the owner may be asked by the Board to evict the tenant(s).

7. It is a violation of the governing documents of Cape Horn for any member to misrepresent the rental or lease status of their property.

8. Violations of the above rules shall result in fines of \$500.00 per month. Failure to pay fines, fees, and penalties will result in liens and/or other legal remedies against the owner's property.

Property Maintenance, Motor Vehicles, Recreation Vehicles

1. All properties must be kept in a clean condition, free of debris, and in keeping with the surrounding area. Trees which represent a hazard to neighboring property should be removed.

2. No obnoxious or offensive activity shall be carried on upon any property within Cape Horn, nor shall anything be done which may become an annoyance or nuisance to adjacent property owners or affect the quiet enjoyment of the

neighborhood. This shall include, but not limited to: Prolonged excessive noise, loud music, barking dogs, motor vehicle noise, prolonged use of generators except during power outages, etc.

3. Any and all vehicles parked on any lot in Cape Horn shall be operable and have a valid and current license plate and tab. This license must be the license that was issued to the VIN/SN of the vehicle to which it is attached.

4. The current registration must be in the name of the lot owner or current resident of the property and must be with the vehicle for verification.

5. Upon receipt of a written complaint from any member concerning noncompliant vehicles, the Board will conduct an investigation and, if verified, they shall notify the offending lot owner by Certified™ mail with electronic return receipt of the violation.

a. Said property owner shall have fifteen (15) days from the date of notice to comply in the following manner.

1) Have all vehicles that are in violation removed from within the boundaries of Cape Horn.

2) Obtain current and proper registration plates, tabs, and documents for the vehicle(s).

3) Allow and be present for, or appoint an alternate to be present for, an onsite compliance inspection by a person or persons appointed by the Board.

b. Correction of this violation and the compliance inspection must be completed by the end of the 15th day. Failure to do so shall result in the assessment of fines and penalties.

6. **Note:** Moving any vehicle(s) that are in violation of this rule to a different lot anywhere in Cape Horn will be considered a gross and purposeful violation of these Rules and Regulations and other governing documents. The present fines as determined by the Board of Trustees will be \$500.00 per month per noncompliant vehicle. However, if a vehicle is moved to another lot within the boundaries of Cape Horn the fine will be increased to \$600.00 per month per noncompliant vehicle and will be levied against the property owner where the vehicle was located at the time of the notice of violation. All fines shall be added to the annual assessment and subject to the same collection rules and proceedings.

7. All RV's in Cape Horn on a permanent basis (more than 30 consecutive days), either occupied or vacant, will need to be 10 model years or newer. The age limit does not apply to short term recreational usage. Exceptions can be approved by the board of trustees on a case-by-case basis. The RV's appearance and condition will determine the board's decision to approve or not.

8. No lot will have more than two RVs except for short term recreational usage not to exceed two weeks.

9. In addition to the fines that may be imposed because of a violation of these Rules and Regulations or other governing documents, the Corporation may remove, after ten (10) days written notice to the lot owner, any offensive material deemed to be in violation of the governing documents. The Corporation may also remove any mobile home or manufactured home deemed to be in violation of said documents, at the owner's expense, including any off-premises storage that may be required. All these costs shall be charged to the offending lot owner and collectible by the Corporation pursuant to these documents.

Animal Regulations

1. Dogs

a. All dogs, regardless of breed, must be restrained or confined within the property limits of their owner or keeper by a suitable fence or enclosure or securely restrained within the premises by a leash affixed to a post or other securely fixed object.

- b. While off the member's property dogs must be on a leash not to exceed 20 feet in length and be under control of the person with the dog.
- c. Dogs will not be allowed to run free anywhere off of the member's property.
- d. Dogs in automobiles or other vehicles are considered restrained.
- e. No member will permit a dog to be a nuisance by frequent or habitual howling, yelping, or barking which is bothersome to persons on another property.
- f. No member will keep or allow to be kept a vicious, depredatory, destructive, or diseased animal.
- g. Any person worried about the immediate safety of themselves, their family, or their property because of the threatening, vicious, or depredatory action of any dog should contact the Skagit County Sheriffs' Office. If not an immediate threat, a written complaint should be made to the Executive Secretary. The Board will contact the owner of the dog. A decision will then be made to either contact the Skagit County Sheriff's Office, the Humane Society, whether to levy a fine, and/or to see that the dog is restrained.

2. Domestic (Farm) Animals

- a. It is a violation of these Rules and Regulations and other governing documents to have any domestic animal/fowl other than a dog, cat, or pet house bird (canary, parakeet, etc.) on any lot in Cape Horn. This restriction includes but is not limited to: Rabbits, chickens, roosters, goats, sheep, pigs, cows, horses, turkeys, geese, emus, ostrich, alpaca, llama, etc.
- b. Any lot owner found in violation will be fined \$500.00 per month until the violating animal/fowl have been removed from Cape Horn.
- c. The lot owner will be notified of the violation in writing by CertifiedTM, electronic return receipt mail. They will then have 45 days from the date of the mailing to have all violating animals/fowl removed from Cape Horn.
- d. If the animals are not removed, the fines will begin on the 46th day and be retroactive to the date of the mailing.
- e. Any and all fines levied will be charged to the lot owner and will be collected in accordance with the governing documents and by any other legal means.
- f. **Note!** Only one notice of violation shall be issued to any lot owner. Fines will be levied immediately and without further notice for repeat offenders.

3. Any person found violating any terms of the Animal Regulations for which no other penalty is expressly provided may be fined any sum not to exceed \$500.00 per month for each offense.

Water System

1. The water system for Cape Horn is operated in accordance with United States Environmental Protection Agency (EPA) and Washington State Department of Health (WSDH) rules and regulations. Water is obtained from two wells located within the boundaries of Cape Horn. Approximately seven miles of water mains distribute water to the various lots. Water samples are analyzed for biological contamination by the Skagit County Health Department (SCHD). Periodic tests for chemical and mineral contamination are performed by a WSDH laboratory. Our water quality has consistently exceeded all federal and state standards.

2. The water meter and shutoff installed at the property line is the property of Cape Horn Maintenance Co. Federal, State, and Cape Horn regulations and rules prohibit property owners, plumbers, etc. from operating these shutoffs. Tampering with Cape Horn water equipment may result in a fine or other legal action.
3. If you need your water turned-off or turned-on contact the Executive Secretary, and they will accommodate your needs as soon as possible. A few days notice is in your best interest. **For emergency after office hour shut-off call: (360) 599-0070**
4. Each lot owner is entitled to one free winter turn-off and one free spring turn-on if adequate advance notice is given. Any and all water turn-on/off, other than those in the winter or spring may be charged a \$40.00 fee.
5. Members are responsible for preparing their water system for winter. Either arrange to have your water turned-off or properly insulate your pipes, install heat tape, or take other appropriate actions. Water leaks place unnecessary demands on the water system.
6. DO NOT run your water to prevent frozen pipes. WINTERIZE properly instead!
7. When a leak is discovered on a member's lot, the water service will be discontinued until the leak is properly repaired. The lot owner may be fined and will be charged for any and all costs that may be incurred due to the needed repair and/or emergency turn-off and turn-on.
8. Washington State requires that back flow prevention devices be placed on any water service that could possibly siphon back into the water system and pollute it. Swimming pools, fish ponds, etc. are possible problem areas. A proper air gap must be maintained between our system and the member's pool, etc. Failure to do so will require Cape Horn to install a back flow prevention device on the water service. Cost of installing and periodically testing the back flow device will be charged to the lot owner.
9. Pools or fish ponds must recycle their water. Continuous drawing of water from the Cape Horn system will not be permitted and may result in fines.
10. In case of emergency, public health problems, safety, or the equitable distribution of water, the Board may change, reduce, or limit the time for and uses of water, or may temporarily discontinue the supply of water.
11. Watering lawns is the major use of water in the summer months. It is also probably the easiest way to waste our precious water supply. Abuse and wastage of water may lead to higher assessments, restricted use, restricted hours of use, or the use of water meters. It behooves all members to conserve water by:
 - a. Using a timer on outdoor sprinklers.
 - b. Watering in the late evening or early morning while the sun is at or near the horizon. Direct sunlight even with light clouds evaporates water at a much higher rate.
 - c. Limit watering of any one area to a maximum 20 minutes. Our sandy soil allows excess water to drain below the level of the grass roots very quickly. Most of the water used after 20 minutes is wasted.
 - d. Do not cut the grass too short. Longer blades can withstand the heat and direct sunlight better than shorter ones. In addition, longer blades help cover and shade the soil.
 - e. Where possible replace grass with native plants. Consider plants which provide food and cover for such animals as butterflies, hummingbirds, bees, etc.

Water Usage Rules

Water Services

1. A one-time fee for new new water service will be charged for connecting the water main to a member's lot. This charge is payable in advance. If paid by check, there will be a 10-day waiting period to allow the check to clear the bank.
2. Installation of the water service will be scheduled after the Executive Secretary has notified the Water Distribution System Manager (WDSM) that all applicable fees have been paid.
3. Water service in Cape Horn is provided for residential purposes only. The service pipe size shall be $\frac{3}{4}$ inch diameter. Existing one inch and $\frac{1}{2}$ inch services may continue at the discretion of the Water Distribution System Manager.
4. Cape Horn water service equipment consists of: The tap to the main, the stop at the main pipe, connections, service box, and stop valve. This service shall be owned and maintained by Cape Horn Maintenance Co. from the main to the house side of the stop valve. The connection to the premises side of the stop valve is not maintained by CHMC.
5. Cape Horn will bring the water service to the property line. The water service will terminate in a valve. This valve is property of CHMC.
6. Members are responsible for installation of their water service from the valve owned by CHMC at the base of the meter to its termination. It is highly recommended that the owner install a high quality shutoff valve on their property. This will allow the water to be turned off for winterization, in case of a leak, etc. without paying the \$40.00 service fee.
7. Water service will not share the same trench with electrical, telephone, TV/Wi-Fi, or other services unless:
 - a. They are separated by a minimum of 24 inches, or
 - b. The electrical service is installed in a rigid metallic conduit, and/or
 - c. The telephone and/or TV/Wi-Fi cables are installed in rigid metallic or plastic conduit.
8. No electrical grounding devices or wires from any utility shall be attached to any water service equipment unless authorized by the Water Distribution System Manager.
9. No septic tank system shall be installed within five feet of water service unless it is located at least 24 inches below the water service.
10. All water lines, fittings, connections, valves, etc. shall be installed in accordance with American Water Works Association (AWWA) standards.
11. No person supplied with water from the CHMC water system shall use the water for other than residential purposes for the lot attached to that main. Water may not be supplied to any other lot or other persons for any reason.
12. No water connection of any kind shall be made from one lot to another lot, except when one water line crosses one lot to serve one or more connecting lots which are owned by the same person(s). This line is to serve only one dwelling unit on all the properties. In that event; however, the owner of said lots shall still be responsible for the water connection fee to each lot and any annual or special water assessments for each lot.
13. Fines or assessments for violation of this section will be determined by the Board.

Discontinuance of Service

1. Water service may be temporarily interrupted for purposes of making repairs or other necessary work. The Executive Secretary or WDSM shall notify, insofar as practicable, all affected water consumers.
2. The Board and/or WDSM is empowered to immediately suspend water service to any premises endangering the public health or safety. Immediate notification will be given to the lot owner and/or tenant when possible.
3. Water service may be discontinued to any lot of any owner of record who is not in good standing due to non-payment of assessments, fines, fees, or penalties as provided by the governing documents of CHMC. Such discontinuance of service shall be at the direction of the Board and will be effective 90 days after the debts are due and payable.
4. In non-emergency situations, the Executive Secretary will provide the member with written notice of the pending suspension by CertifiedTM electronic return receipt mail at their last known address at least 10-days prior to the actual suspension of service. The notice will specify:
 - a. The reason for the suspension.
 - b. What action the member must take to prevent the suspension.
 - c. The address and telephone number of the Executive Secretary with instructions that the member may contact the Executive Secretary if a dispute exists as to the reason for the discontinuance of service.
 - d. That a hearing may be requested before the Board of Trustees.
 - e. That service will not be shut-off while the hearing is pending if the request was made before the service was shut-off.
 - f. That the CHMC will charge \$40.00 for turning-off the water and another \$40.00 to turn the water back on after the dispute is settled.

Human Waste Disposal

1. No owner can dump human waste illegally or operate a non-permitted septic tank.
2. All lot owners must provide proof of proper waste disposal to the office or face a possible fine. This includes but is not limited to: proof of septic permit, or a receipt of waste disposal by a licensed company, or receipt of waste disposal at a licensed facility.
3. Other proper disposal methods (i.e. composting toilets, incinerating toilets, private legal waste disposal at another location, etc) are acceptable with approval by the Board granted that it is not a nuisance or creating an unpleasant smell.
4. If using one of these alternative waste disposal methods the lot owner will need to be prepared to provide proof to the Board upon request to ensure waste is being disposed of properly.

Obstructed Water System Access

1. It is a violation of Cape Horn Rules and Regulations to obstruct in any way Cape Horn access to any portion of the water distribution system.

2. The lot owner may be fined for such a violation on his property including any easement.
3. Obstructions include but are not limited to: vehicles, barrels, fences of any kind, shrubbery, trees, etc.
4. The lot owner may be billed for any and all costs related to removing the obstructions.

Water System Prohibited Acts

1. The following acts are prohibited and may result in fees for repairs and/or fines:

- a. To open, close, or interfere with any flow-off, control valve, or stop valve belonging to CHMC unless authorized to do so by the Board and/or Water Distribution System Manager. The volunteer fire department is exempt from this subparagraph.

- b. To disturb or damage any pipe, machinery, or other property of the CHMC water system.

- c. To introduce any unauthorized substance into any well or any part of the CHMC water system.

- d. To waste water or allow it to be wasted by imperfect or leaking pipes or other fixtures, or to allow any pipe or faucet to run continuously to prevent the pipes from freezing, or for any other reason.

- e. To use water for anything other than residential purposes.

- f. To install pipes or other fixtures to lots which do not have permission, approval, or authorization to connect to the CHMC water system. This includes running pipes from lots that do have such permission.

2. The penalties for violation of paragraph 1. above include but are not limited to:

- a. Any individual causing or allowing the damage to or the contamination of the water system or any of the facilities of Cape Horn will be charged for the cost of repairs, parts, entrenchment/digging, equipment, work hours, or any other encumbrance required to repair the contamination or damage.

- b. In addition to the repair charges listed in subparagraph 2. a. above, a fine may also be levied by the Board.

Cross Connection Control Program

1. The purpose of these rules is to protect the CHMC water supply from contamination or pollution from cross connections and to ensure that back flow prevention devices are tested annually.

2. The installation and/or maintenance of any cross connection is prohibited. Any such cross connection now existing or hereafter installed is declared unlawful and shall be abated immediately.

3. The control and/or elimination of cross connections shall be in accordance with the Washington State Cross Connection Control Regulation: WAC 248-54-285. The policies, procedures, and criteria for determining appropriate levels of protection shall be in accordance with the Accepted Procedure and Practice in Cross Connections Control Manual, Pacific Northwest Section, of the American Water Works Association.

4. It shall be the responsibility of the Board of Trustees and the Water Distribution System Manager to protect the potable water system from contamination or pollution due to cross connections.

Entry of Premises for Inspection

Whenever necessary to make an inspection to enforce any provisions of these water rules or whenever the Board or Water Distribution System Manager has reasonable cause to believe that there exists on any premises any condition not in conformity with any provisions of these water rules, the Board and/or the WDSM may request entry to such premises at all reasonable times to inspect the same or to perform any duty imposed upon them. If such building or premises is occupied, they shall present proper credentials and request entry. If the building is unoccupied, they shall make reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused or a responsible person cannot be located, the Board and/or the WDSM shall take such action as deemed appropriate to protect the water system/supply. This may include, but is not limited to, immediate discontinuance of water service to premises in question.

Covenants

1. Each lot within Cape Horn has certain restrictions imposed upon its use by law or covenant. These restrictions are summarized below.

2. Provisions contained in the dedication of the plat of "Cape Horn on the Skagit" are as follows:

...do hereby declare this plat and dedicate to the public forever all roads and ways and that 40' easement along the river shown here-on with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways hereon. Following reasonable grading of the roads and ways hereon, no drainage of water of any lot or lots shall be diverted, or blocked from their natural course so as to discharge upon any public road right of way or hamper proper road drainage. Any enclosing of drainage water in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

3. Restrictions imposed by instrument recorded July 13, 1965 under Auditor's file number 668869, are as follows:

a. Lot owners to be advised that those areas indicated on the plat as being below elevation 140.0 feet are subject to infrequent periodic inundation and buildings constructed therein should maintain a floor elevation above 154.0 feet.

b. The exterior of all buildings to have a completed appearance within one year from date of starting.

c. Lot owners shall be responsible for placing ~~*wells and~~ septic tank drain fields in accordance with the master plan as on file with the Cape Horn Maintenance Co. ~~A minimum of 100 feet shall be maintained between all drain fields and wells.~~ All work to be in accordance with Skagit County Regulations. ~~*No wells may be drilled or dug in Cape Horn.~~

d. All lots shall be subject to the Covenants, Conditions, and Restrictions, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Cape Horn Maintenance Co.

4. Restrictions imposed by deed executed by Cape Horn Maintenance Co. are as follows:

a. Use of said property for residential or recreational purposes only.

b. Purchasers covenant and agree that the above described real estate shall be subject to the charges and assessments as provided in and for the purposes set forth in the Articles of Incorporation and the Bylaws of CHMC, a non-profit, non-stock Washington Corporation and that said Corporation shall have a valid first lien against the above described real estate for said charges and assessments; and in addition to the remedies set forth in the Articles of Incorporation and Bylaws that if said charges and assessments shall not paid within 90 days after they are due and

payable, then said Corporation may discontinue water service to the property that the charges and assessments are delinquent. If such charges and assessments have not been paid within four months said Corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorneys' fees in such action. The undersigned hereby acknowledges receipt of copies of said Articles of Incorporation and Bylaws of CHMC. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors, and assigns.

Our Parks

1. Cape Horn has two parks. One park is located between lots 47-K and 7-L on North Shore Lane. A larger more developed park is located on North Shore Lane between lots 45-A and 1-B. This park is equipped with picnic facilities and playground equipment for children. A trail from the park leads to the river where there is an ever changing beautiful beach area. The smaller park also has access to the river for a quiet spot to enjoy the scenery.

2. The parks are private property owned by the Cape Horn Maintenance Co. and are only open to members and their guests.

3. There are a few simple rules that govern use of the parks. They are designed to help ensure that everyone can enjoy themselves.

a. All garbage must be removed by the user.

b. The parks are closed from dusk to dawn and no loud music or other noise is permitted after 9:00 PM or before 8:00 AM.

c. Individuals or groups engaging in potentially hazardous or destructive behavior will be asked to leave. Failure to do so may result in a call to the Skagit County Sheriff's office, the imposition of fines, and a short or long term trespass order.

d. No open fires anywhere in the parks except in facilities provided for cooking. All fires must be completely extinguished prior to departure.

e. No motor vehicles are allowed in the parks or on the beaches. Vehicles include, but are not limited to: Mopeds, motorbikes, motorcycles, all-terrain vehicles, cars, trucks, snowmobiles, quads, etc.

f. Members are responsible for any and all damage to Cape Horn property caused by the member, their guest, or their tenant.

g. No camping.

CAPE HORN MAINTENANCE CO.

TENANT UNDERTAKING

Inclusive Dates of Rental Period: _____ **Lot #:** _____

Name of Tenant(s) _____

Tenant's Mailing Address: _____

Tenant(s) Telephone #: _____

Tenant(s) acknowledge that they are bound by the Covenants, Bylaws, and Rules and Regulations of Cape Horn Maintenance Co.

Tenant Signature & Date

Tenant Signature & Date

The property owner or his agent acknowledges that the property owner is jointly and severally liable for assessments, fines, penalties, and charges levied by Cape Horn Maintenance Co. against the tenant.

Property Owner or Agent Signature & Date

Article IX, Section 2 of the Bylaws of Cape Horn Maintenance Co. requires the property owner to provide a completed Tenant Undertaking to said corporation within 10 days of entering into any oral or written rental or lease agreement. Failure to do so is a violation of the governing documents and may result in a fine as determined by the Board.

Mail the completed form to:

Or drop it off at the office:

Cape Horn Maintenance Co.
P.O. Box 87
Concrete, WA 98237

Cape Horn Maintenance Co.
7849 Fir St
Concrete, WA 98237