

AGREEMENT AND PROTECTIVE COVENANTS
SNOWFLAKE SUBDIVISION #3



W1796367

WHEREAS, Elkhorn Limited Partnership is the present owner of certain property described on the plat known as Snowflake Subdivision #3, which plat is recorded in the records of the County Recorder of Weber County, and it is desired that the Owner place protective covenants upon certain properties for the mutual benefit and protection of the present and future owners.

This Agreement and Protective Covenants apply to that area known as Snowflake Subdivision #3, which land is described on the plat filed with the document. Now, therefor, for good and valuable consideration, the signer, its successors or assigns does hereby declare that the covenants hereinafter specifically set forth are to run with the land and that they shall be binding on all parties and all by mutual agreement between Elkhorn Limited Partnership and future owners. The land is described on said plat upon which said covenants shall attach.

If any party hereto, their heirs or assigns shall violate any of the covenants, then it shall be lawful for the present or future owners of said land or Elkhorn Limited Partnership to prosecute by proceedings at law against the person or persons violating, or attempting to violate, the same either to enjoin or prohibit any such violations or for damages or other compensation or both for any such violation.

In the event any of the covenants herein contained, or any part thereof, be declared invalid by any court or competent jurisdiction, the remainder thereof shall be in no way affected by such judgement but shall remain in full force and effect.

COVENANTS:

- 22-186-0001 TO 0015
22-187-0001
1. No shack, tent, trailer, barn, basement or other temporary structure shall be erected or placed on said property for dwelling or commercial purposes.
 2. After construction has begun, said buildings must be completed within a period of 18 months.
 3. No billboards, advertisements, or signs of any kind will be erected or displayed to public view with the exception of a single sign indicating the property for sale or rent. A sign indicating the subdivision will be permitted at the entrance to the subdivision.
 4. No trash, garbage, or refuse may be thrown, dumped, or allowed to accumulate for more than a period of 15 days on the premises heretofore described or any part or portion thereof. No stripped down, partially wrecked or junk motor vehicles, or sizable part thereof, shall be permitted to be parked on any street in the Subdivision or on any lot for more than 15 days. No materials considered hazardous waste can be stored on the property.
 5. No noxious or illegal activity shall be permitted on any of the lots. Noise level must not create a nuisance to adjacent property owners.
 6. No animals or livestock will be permitted on Subdivision lots except for house pets confined to owners' property unless leashed.
 7. No hunting will be permitted on these properties.
 8. Powder Mountain Water & Sewer Improvement District will provide sewage connections to the property line. Connection fees will be as determined by the Powder Mountain Water & Sewer Improvement District and resident agrees to pay such fees. Water Connections shall be provided by Wolf Creek and resident agrees to pay fees as set by Wolf Creek.
 9. Snow removal on each lot will be the responsibility of the land owner.
 10. On each lot one single family dwelling unit may be erected.
 11. Any houses built in the Snowflake Subdivision #3 shall have a minimum size requirement of 1500 square feet in a single level house, or 2000 square feet in a multi level house.
 12. No materials shall be kept or stored on any lot that will be unsightly, odoriferous or that would result in a fire hazard.
 13. No material may be burned by open fire or other means except as permitted by Weber County fire ordinances.
 14. Property owners must comply with the Wildfire Suppression Standards for Mountain Subdivision as set forth by Weber County.
 15. Natural drainage channels and surface water drainage ditches may run through some lots in Snowflake Subdivision #3 and may need to be maintained.

E# 1796367 BK2168 PG2082
DOUG CROFTS, WEBER COUNTY RECORDER
20-SEP-01 1054 AM FEE \$29.00 DEP JPM
REC FOR: ALVIN.F.COBABE

16. No oil, paint or fibrous materials other than toilet paper may be disposed of in the sewer system. Any garage floor drain that empties into the sewer system must be connected to an approved oil separation device before the sewer connection.

Duration of Covenants

The covenants contained herein shall run with the land and shall be binding on all owners of lots in the subdivision from the date hereof unless changed by legal means by at least two-thirds of the then lot owners.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed

Elkhorn Limited Partnership by Oliver F. Eckhart & P.
Elkhorn Limited Partnership

Subscribed and sworn to before me this 20 day of September, 2001.

Janet A Taylor
Notary Public

My commission expires: _____ Residing at: *Weber County*



**WILDFIRE SUPPRESSION STANDARDS FOR MOUNTAIN SUBDIVISIONS
TO BE APPLIED BY RESTRICTIVE COVENANT
AT THE TIME OF SUBDIVISION APPROVAL**

Lots

1. All hazardous fuels in the form of native vegetation will be thinned and cleared of all dead material to not less than 30 feet around structures. Fuel breaks may contained individual specimen trees, ornamental plants or similar vegetation used as groundcover; provided they do not provide a means of transmitting wildfire from native vegetative to structures.
2. Trees in fuel breaks shall be pruned and kept free of dead vegetative materials.
3. All vegetation removed during construction will be disposed of by chipping, burial or removal.
4. Excess flammable construction material will be disposed of by burial or removal or other means approved by the County Building Inspector.
5. Combustible trash and rubbish shall be removed from the site where practical, burning in incinerators with screened outlets with 1/2 maximum opening and 16 gauge wire minimum size shall be allowed. Vegetation of highly flammable nature shall be cleared within 15 feet of incinerator.
6. One exterior freeze proof water tap far enough from the dwelling to permit hose protection to all sides and roof of the dwelling shall be provided at each lot.

Units

1. All vegetative and other fuels will be removed to a minimum of 15 feet around all chimneys, stove pipes and outdoor fireplaces.
2. Roof and exteriors of structures will be constructed of fire resistant materials such as rag felt roofing, gravel, tile, slate, asbestos cement shingle, sheet iron, brick, aluminum or fire retardant-treated wood shingles or shakes.
3. Structural projections such as balconies, decks and roof gables will be constructed of fire resistant materials or materials treated with fire retardant chemicals.
4. Roof, attic and underfloor openings will be screened or closed off.
5. All chimney or stovepipes burning solid or liquid fuels will be equipped with screens over the outlet of 16 gauge wire and have a maximum of 1/2 wide holes.
6. Flat top structures with horizontal roofs will be prohibited in areas where vegetation is higher than the roof.