**Vaquero Village Cluster Subdivision Lots 1 – 13**

**Open Space Preservation Plan**

**Overview**

The best use of the common area is as Open Space natural park area with walking trails and shade trees. This plan would help preserve the open feel of the west Weber County area as well as providing members of the subdivision and public a convenient way to enjoy the neighborhood. The Open Space borders the majority of the home sites, and access is convenient for all home sites.

**Ownership**

All Open Space will be Common Area Parcels. The Open Space shall be owned by the Vaquero Subdivision Homeowners Association, Inc. (“HOA”).

**Permitted Uses**

Structures: No structures are currently planned for the open space, although future development of a simple shade cover, benches, and a picnic table area is possible with approval from Weber County. There shall be no development of outbuildings or other structures unless such a structure is necessary to achieve the purpose of the Open Space and conditioned on approval by Weber County. There will also be trees and native grasses planted throughout the Open Space to help preserve the surrounding natural conditions of west Weber County. Irrigation lines will be buried to allow for successful development of trees and grasses. Improvements shall be completed within one (1) year of the approval date for Vaquero Village Subdivision.

Public Pathways: There will be an asphalt/gravel pathway developed in the Open Space as shown in the plat documents. (See Exhibit A Attached).

Access: Community members and the public may use the trail system and other amenities of the Open Space areas within the limitations set forth in the recorded restrictions (“CC&R”) and according to rules posted by the HOA.

**Maintenance and Waste Management**

Maintenance: The HOA shall maintain all Open Space Areas. Natural grasses shall be watered and trimmed as often as necessary to achieve a naturally aesthetic condition, however, the grasses used shall not be of the turf or lawn varieties. A professional landscape maintenance company selected by the HOA will provide regular service to all aspects of the Open Space Areas, including maintenance of the watering system. Pat’s Lawn Care will provide initial servicing of the Open Space Ares, although other comparable providers may be used instead at the discretion of the HOA. The grasses may be allowed to grow longer than turf or lawn grasses to achieve a more natural condition.

Waste and Waste Removal: The HOA shall ensure a system of proper waste removal, including pet waste, which may accumulate in the Open Spaces. This may include strategic placement of waste receptacles and related amenities, which will be emptied regularly by the HOA. The HOA will maintain the Open Space in a condition which will help reduce the presence of vermin, non-native plant species, and standing water. Costs of maintaining the Open Space will be the responsibility of the HOA and shall be reflected in the fees and dues charged to the members of the HOA. The HOA shall post visible signs prohibiting the dumping of solid or liquid waste.

 The Open Space Areas are required to conform to the use restrictions stated above.

Barrow Land and Livestock, LLC, a Utah Limited Liability Company

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By: Justin Barrow, Manager Date

STATE OF UTAH )

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COUNTY OF \_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2017, personally appeared before me Justin Barrow, who being by me duly sworn, did say that he is a member of Barrow Land and Livestock, LLC., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

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Notary Public

Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barrow Land and Livestock, LLC, a Utah Limited Liability Company

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By: Dean Barrow, Member Date

STATE OF UTAH )

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COUNTY OF \_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2017, personally appeared before me Dean Barrow, who being by me duly sworn, did say that he is a member of Barrow Land and Livestock, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

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Notary Public

Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_