

Chairman  
JAN YOUNG

City Attorney  
ERIC JOHNSON

Administrative Director  
NICK TATTON

City Recorder  
JACI ADAMS



185 East Main - P.O. BOX 893 - PRICE, UT 84501  
PHONE (435) 636-3184 - Fax (435) 637-2905  
www.pricacityutah.com

**PRICE CITY  
PLANNING AND ZONING COMMISSION**

**Commission**

JUDY BEACCO  
DAVID BLACK  
KYLE HEFFERNAN  
RICHARD ROOT  
RENEE SWINBURNE  
TODD THORNE  
JAN YOUNG  
ERROLL HOLT, ALT.  
CHRIS WOOD, ALT.

**PLANNING AND ZONING AGENDA  
12/9/2024 5:00:00 PM**

**THE PRICE CITY PLANNING AND ZONING COMMISSION WILL HOLD THEIR REGULARLY SCHEDULED MEETING ON THE ABOVE DATE AT 5:00 PM IN THE PRICE CITY HALL COUNCIL CHAMBERS (ROOM 104). THE PLANNING AND ZONING COMMISSION CHAIRMAN RESERVES THE RIGHT TO MODIFY THE SEQUENCE OF AGENDA ITEMS IN ORDER TO FACILITATE SPECIAL NEEDS.**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. SAFETY SECONDS – Commissioner Young
4. MINUTES
  - a. MINUTES for 11-25-2024
5. PUBLIC COMMENT ON AGENDA ITEMS
6. GENERAL BUSINESS
7. CONDITIONAL USE PERMIT
  - a. PLANNED UNIT DEVELOPMENT. Consideration and possible approval of a planned unit development (PUD) for Rosie Ridge Townhomes located at 135 N 600 W within the Residential 2-7 (R2-7) zoning district, Dustin Carr.
8. UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the City Records Office at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

**PRICE CITY PLANNING AND ZONING REGULAR MEETING  
MINUTES OF NOVEMBER 25, 2024**

**PRESENT:**

**Commissioners:**

**Judy Beacco**

**Kyle Heffernan**

**Renee Swinburne**

**Todd Thorne**

**Chris Wood**

**Jan Young**

**Jaci Adams, City Recorder**

**Nick Tatton, Community/Human Resources Director**

**EXCUSED: Commissioner Black, Commissioner Holt, Commissioner Root**

**STAFF/OTHERS: See Public Meeting Sign-In Sheet**

**1. PLEDGE OF ALLEGIANCE**

**Chair Young called the meeting to order at 5:00 p.m. Chair Young led the Pledge of Allegiance.**

**2. ROLL CALL**

**Roll was called with the above Commissioners and staff present.**

**3. SAFETY SECONDS**

**Commissioner Thorne reminded everyone that because the days are now shorter and it gets dark sooner, be careful when crossing the street.**

**4. MINUTES of 11-12-2024.**

**MOTION. Commissioner Wood moved to approve the minutes for 11-12-2024.**

**Commissioner Beacco seconded and motion carried.**

**5. PUBLIC COMMENT ON AGENDA ITEMS**

**No public comment was received on any business.**

**6. GENERAL BUSINESS/DISCUSSION**

- a. PUBLIC HEARING. Public hearing to receive input on a proposed zone change at 1430 E 300 S from R-1 to C-1.**

**Chair Young asked for a motion to open the public hearing.**

**MOTION.**

**Commissioner Thorne moved to open the public hearing at 5:03 p.m. Commissioner Swinburne seconded and motion carried. Jesse Reynolds, Bear River Storage highlighted the benefits of changing the residential zone to a commercial zone for**

the storage units and a proposed car wash at a later date. Commissioner Thorne and Nick Tatton, Administrative Director also added comments. Since there was no further discussion or public comment, Chair Young asked for a motion to close the public hearing. Commissioner Thorne moved to close the public hearing at 5:09 p.m. Commissioner Swinburne seconded and motion carried.

**b. RESOLUTION NO. 2024-003PZ. Consideration and possible approval of a Resolution of the Price City Planning and Zoning Commission Recommending an Amendment to a Portion of the Land Use Development and Management Code, 2008 Edition, as Adopted by Price City, Utah by Ordinance 2008-02, or any Amendments Thereto, by Changing the Zone of Parcel ID #01-2561-0000 at Approx 1430 E 300 S from a Residential 1-8 (R1-8) Zone to a Commercial 1 (C-1) Zone Within the Corporate Limits of Price, Utah.**

**MOTION.**

Commissioner Thorne moved to approve Resolution No. 2024-003PZ recommending an amendment to a portion of the Land Use Development and Management Code, 2008 Edition, as adopted by Price City, Utah by Ordinance 2008-02, or any amendments thereto, by changing the zone or parcel ID #01-2561-0000 at approx. 1430 E 300 S from a residential 1-8 (R1-8) zone to a commercial 1 (C-1) zone within the corporate limits of Price, Utah. Commissioner Heffernan seconded and motion carried.

**7. CONDITIONAL USE PERMIT**

**a. STORAGE, CARETAKER, OFFICE, FUTURE CAR WASH LAND USE.**

Consideration and possible approval of a Conditional Use Permit for a storage, caretaker, office, future car wash land use located at 1430 E 300 S within the Commercial 1 (C-1) zoning district, Bear River Storage, Jesse Reynolds.

The Commissioners thoroughly discussed the conditional use permit for a storage, caretaker, office, future car wash land use located at 1430 E 300 S within the Commercial 1 (C-1) zoning district, Bear River Storage with Jesse Reynolds and specifically addressed issues that mitigates potential negative impacts of the land use. Discussion was held regarding the entrance and exit being the only one on the property, variety of units, the office/residential building that would be approximately 900 square feet, storm drain, masonry and steel buildings and a geological survey has been completed.

Chair Young reviewed the Code sections and read aloud the below conditions for final approval for the land uses identified by the applicant.

- All construction and site work to be compliant with approved plans and any subsequent direction from Price City officials finding that development compliant with approved plans mitigates the potential for development misunderstandings and ensures quality development completion.

- **Installation and (re)installation of any public infrastructure damaged or impacted on 300 South Street during construction finding that quality public infrastructure mitigates the potential for costly repairs.**
- **Garbage, rubbish and debris to be controlled in an enclosed dumpster location with a hard surface and a service frequency that prevents accumulations of garbage, rubbish and debris or wind scatter of garbage, rubbish and debris finding that controlled garbage, rubbish and debris improves the community aesthetic consistent with the Price City General Plan. All garbage, rubbish and debris during construction to be controlled and removed from the site.**
- **Utility connections to be completed as identified on the plans submitted and as directed by the respective providers finding that planned and coordinated utility connections mitigate the potential for misunderstandings. Electrical Specific: Electric Service as indicated and required by the Price City Electrical Department based on the load sheet submitted.**
- **Storm water management infrastructure to be installed per the submitted plans and in compliance with any direction from Price City or other officials in regard to control and released of storm water runoff from the site. Storm water to be controlled and released to pre-development flows to a bona-fide storm water conveyance with capacity to control a 100-year storm event for a 1-hour duration. Storm water control infrastructure on-site to be regularly maintained to prevent clogging or other storm water control impediments.**
- **All exterior areas to be lighted during any dark hours wherein access to the facility is available finding that properly lighted areas mitigate the potential for personal injury accidents. All exterior lighting to be high efficiency LED fixtures. Lighting to be angled away from, shielded or other mitigations for light transference from neighboring residential land uses.**
- **Sight obscuring fencing installed surrounding the site, in a height of six (6) feet; three (3) feet from property boundaries back thirty (30) feet finding that land use separations from neighboring properties mitigate the potential for accidents, injuries and conflicts.**
- **All vehicle site ingress/egress to be from 300 S Street only. Emergency access gate to be placed in the southeast corner of the site – for emergency use and access only. Acknowledgement letter from neighboring property (Housing Authority of Carbon County) regarding understanding of possible emergency access point and intent to ensure that access to the emergency access point remains open and unincumbered.**
- **Site landscaping to be not less than five percent (5%) of the site per Code requirements. Water wise landscaping requested.**
- **Business signage to be reviewed and approved by the Price City Planning Department prior to installation finding that properly reviewed and approved commercial signage promotes increased commercial activity and signage consistency in the community.**
- **Private fire hydrants to be serviced, tested and reported to the Price City Fire Chief annually.**

- ❑ **Not less than four (4) off street parking spaces adjacent to the office and caretaker residence, as identified on the submitted site plan finding that off street parking mitigates the potential for accidents.**
- ❑ **No long term or overnight parking of vehicles in the storage area. No outside storage of vehicles or equipment.**

**Plans, Permits and Documents:**

- ❑ **Final electrical load sheet completed and supplied to Price City. Compliance with requirements of the Price City electrical department in regard to electrical utility infrastructure (re)locations, service points, code compliant electrical service upgrades, transmission and distribution pole (re)locations, procurement of valid estimates by owner/developer required.**
- ❑ **Completion of a public infrastructure development agreement, as needed or required, with the Price City Public Works Department and submit the required financial surety finding that property agreed and secured public infrastructure protects the financial interest of the community.**
- ❑ **Obtain a building permit and all construction completed under the auspices of a building permit and inspection finding that properly permitted and inspected construction protects the health, safety and welfare of the community. Contact the Carbon County Building Department.**
- ❑ **Storm water control and management plan, all development and construction in compliance with the approved and accepted plan. Must control, retain and release, to pre-development flow rates, a 100-year storm event for a minimum of a 1-hour duration.**
- ❑ **Completion and submission of a geotechnical study and all development and construction in compliance with the approved and accepted study.**
- ❑ **Obtain a Price City Business License prior to any commercial activity for any business element operating from the site.**
- ❑ **Completion of a Price River Water Improvement (PRWID) waste water survey and submission to PRWID with copy to Price City. Compliance with all waste water protection reequipment stemming from the survey including sampling manholes and grease traps.**
- ❑ **Payment of all fees due prior to commencement of construction including building permit fees, utility extension and connection fees, street opening, demolition permit, local business license.**

**Restrictions:**

- ❑ **Dust control on site and maintained during construction. No fugitive dust to impact surrounding properties.**
- ❑ **No track out of mud or dirt onto 300 S Street during construction. Use of track mats required.**
- ❑ **Construction Access – from east via 300 S only.**
- ❑ **No authorized on-street parking along public streets. Applies to construction and operation.**

- ❑ **No land uses other than the applied for storage, caretaker residence, future car wash.**
- ❑ **No parking in fire lanes, must install signage and curb painting.**
- ❑ **No nuisance noises, odors or other disturbances to emanate from the subject property (during construction or residential occupancy).**
- ❑ **No businesses permitted within development other than those identified herein finding that the development has limited parking and access. No operation of businesses from storage units.**
- ❑ **No outdoor storage permitted on site.**
- ❑ **No conditions at the property or structure that violate the Price City Property Maintenance Code. Removal and mitigation of any existing Property Maintenance Code violations present on the property.**

**ACCEPTANCE:** The applicant acknowledged that he is aware of the conditions of approval, understands the conditions of approval and intends to comply with the conditions of approval.

**MOTION.** Commissioner Thorne moved to approve a conditional use permit for a storage, caretaker, office, future car wash land use located at 1430 E 300 S within the Commercial 1 (C-1) zoning district, Bear River Storage, Jesse Menlove. Commissioner Swinburne seconded and motion carried.

**8. UNFINISHED BUSINESS**

Nick Tatton, Administrative Director reminded everyone about the Planning Commission Retreat, November 26, 2024 beginning at 9:00 a.m.

Chair Young asked for a motion to close the regular Planning and Zoning meeting.

**MOTION.** Commissioner Beacco moved to close the regular Planning and Zoning meeting. Commissioner Heffernan seconded and motion carried.

The regular Planning and Zoning meeting was adjourned at 5:30 p.m.

**APPROVED:** \_\_\_\_\_  
Chair, Jan Young

**ATTEST:** \_\_\_\_\_  
City Recorder, Jaci Adams



PRICE MUNICIPAL CORPORATION  
185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-2905


**CHAIR**  
JAN YOUNG

**COMMISSIONERS**

KYLE HEFFERNAN  
JUDY BEACCO  
TODD THORNE  
RICHARD ROOT  
DAVE BLACK  
RENEE SWINBURNE  
CHRIS WOOD: ALTERNATE  
ERROLL HOLT: ALTERNATE

**DATE: NOVEMBER 16<sup>TH</sup>, 2024**

**TO: PRICE CITY PLANNING AND ZONING COMMISSION**

**FROM: NICK TATTON** 

**RE: PLANNED UNIT DEVELOPMENT (PUD) AT 135 N 600 W, RESIDENTIAL 2-7 (R2-7) ZONING DISTRICT**

---

Please find attached a Conditional Use Permit (CUP) submitted by Dustin Carr to identify the Rosie Ridge Townhomes, at 135 N 600 W, within the Residential 2-7 (R2-7) zoning district as a Planned Unit Development (PUD). Identifying the development and approving it as a PUD is the method necessary to allow for land subdivision within the development thereby allowing sale of individual units to individual people (rather than all owned by the developer and rentals). The general land use evaluation criteria are listed in Section 10.1 of the Price City Land Use Management and Development Code (Code), the specific land use evaluation criteria are in Section 10.1.m of the Code. The land use is multiple family residential, a Conditional Use based on Section 10.3.3.5 of the Code, and was approved by the Planning Commission on November 12<sup>th</sup>, 2024. The PUD is a conditional use and is identified in Section 10.3.14 of the Code.

It is recommended that the PUD be authorized. It is further recommended that the planning commission discuss maintenance obligations and HOA contacts with the applicant.

**RECOMMENDED MOTION(S):**

Move to provide final approval for a Planned Unit Development (PUD) for the land use of multiple family residential at 135 N 600 W, within the Residential 2-7 (R2-7) zoning district, based upon he general land use evaluation criteria is listed in Section 10.1 of the Price City Land Use Management and Development Code (Code), the specific land use evaluation criteria in Section 10.1.m of the Code, the previous Conditional Use Permit approval for the development completed on November 12, 2024, and subject to the following conditions of approval:

1. Developer and all potential future owners to comply with conditions of approval of the original development Conditional Use Permit (CUP) approved by the Price City Planning and Zoning Commission on November 12, 2024.
2. Submission of initial Home Owners Association (HOA) rules and regulations, in substantially final form, to Price City and submission of any future updates to the original HOA rules and regulations to Price City within not more than sixty (60) days of any amendment.
3. Provide to Price City the name and contact information of the individual managing the Rosie Ridge HOA prior to any sale of any lot within the PUD and provide any future updates to the

manager and contact information to price City within not more than sixty (60) days of any amendment.

4. Current HOA document to be recorded onto each individual lot within the PUD at the time of any sale of any real property by Developer or individual property owner within sixty (60) days of sale of any real property within the PUD.
5. Developer acknowledges and understands that Price City shall not own, operate or maintain any infrastructure within the PUD now or at any time in the future.
6. No changes to the Rosie Ridge CUP, to the site plan or any other development plans or criteria, must comply with all original CUP requirements as approved on November 12, 2024.
7. No conditions at the property or structure that violate the Price City Property Maintenance Code. Removal and mitigation of any existing Property Maintenance Code violations present on the property.
8. Move to acknowledge that the applicant is aware of the conditions of approval, understands the conditions of approval and intends to comply with the conditions of approval.



## COMMUNITY DEVELOPMENT DEPARTMENT

185 EAST MAIN

P.O. BOX 893

PRICE, UTAH 84501

PHONE: (435) 636-3184, FAX: (435) 637-7263, WEB: [www.priceutah.com](http://www.priceutah.com)

### ***HOW TO APPLY FOR A PRICE CITY CONDITIONAL USE PERMIT***

#### **NEW CONSTRUCTION/DEVELOPMENT**

- Complete the **entire** Conditional Use Permit Application.
- Include two (2) sets of 11" X 17" plans.
- Pay all applicable fees (see attached Planning and Zoning Permit Fee Schedule) at the Price City Utilities Department at City Hall, 185 East Main.
- Meet with the City Recorder, or Community Director, at City Hall, 185 East Main, to be added to the Planning and Zoning Commission agenda (see attached meeting schedule).
- Attend** your scheduled Planning and Zoning Commission meeting.

#### **NEW BUSINESS**

- Complete the portions of the first page of the Conditional Use Permit Application that apply to you, and **all** of the subsequent pages.
- Pay all applicable fees (see attached Planning and Zoning Permit Fee Schedule) at the Price City Utilities Department at City Hall, 185 East Main.
- Meet with the City Recorder, or Community Director, at City Hall, 185 East Main, to be added to the Planning and Zoning Commission agenda (see attached meeting schedule).
- Attend** your scheduled Planning and Zoning Commission meeting.

#### **ALL APPLICANTS**

The Conditional Use Permit Application, and all other items requiring Planning and Zoning Commission review, must be submitted **at least 10 DAYS** prior to the meeting you wish to attend (see attached meeting schedule); submit completed application and accompanying items to the Community Director, or City Recorder, located at City Hall, 185 East Main, second floor.

Please see the attached Price City Planning and Zoning Permit Fee Schedule for fees applicable to Conditional Use Permits. All fees are to be paid at the Price City Utilities Office located on the first floor of City Hall, 185 East Main. All fees are due at the time of your application. If you have any questions, please call (435) 636-3184.

Fee: \_\_\_\_\_



## CONDITIONAL USE PERMIT APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable fees to: Price City Community Development Department, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3184.

Please check one.

- New Business** (Complete boxes 1 through 13 on page 1, and all subsequent pages)  
 **New Construction/Development** (Check all applicable boxes below and complete entire application)

Plan Phase:

- Concept  
 Preliminary  
 Final

**PLEASE TYPE OR PRINT LEGIBLY.**

<b>Applicant Information</b>			
1. Applicant's Name: <b>Dustin Carr</b>		2. Title: <b>Project Manager</b>	
3. Applicant's Mailing Address: <b>1633 Innovation Way</b>		4. Suite/Apt. No.: <b>4th floor</b>	
5. City: <b>Lehi</b>	6. State: <b>UT</b>	7. Zip Code: <b>84043</b>	
8. County: <b>Utah</b>		9. Telephone: <b>(385 ) 900-9360</b>	
<b>Project Information</b>			
10. Name of Project (Business): <b>Rosie Ridge</b>			
11. Address of Proposed Project: <b>135 N 600 W, Price, UT 84501</b>			
12. Zone District (see attached zoning map): <b>R2-7</b>			
<b>Nature of Proposed Work (Check all applicable items in boxes 13 through 16)</b>			
13. <input type="checkbox"/> Sign <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	14. <input type="checkbox"/> Zone Change <input type="checkbox"/> Storm Drainage <input type="checkbox"/> Street Work <input type="checkbox"/> Road Dedication <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer	15. <input checked="" type="checkbox"/> Excavation <input type="checkbox"/> Fill Work <input checked="" type="checkbox"/> Building <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Apartments <input checked="" type="checkbox"/> Electrical	16. <input type="checkbox"/> Industrial <input type="checkbox"/> Annexation <input type="checkbox"/> Flood Plain <input type="checkbox"/> Recreation <input type="checkbox"/> Street Opening <input type="checkbox"/> Demolition
17. Quarter Section(s): <b>SE Corner</b>	18. Section(s): <b>17</b>	19. Township(s): <b>14</b>	20. Range(s) & Base: <b>10 East</b>
21. Estimated Cost of Project:  a) Site Work     \$ _____ b) Buildings     \$ _____ c) Other           \$ _____ Total            \$ _____		22. Electrical Load Sheet:  <i>(Attach preliminary and final to application)</i>	
23. Project Plans:  <input checked="" type="checkbox"/> Plans Included <input type="checkbox"/> Attachments (Number) _____			

24. Brief Description of Project:

14 Total townhomes designed with architectural appeal based on current design standards in Price.

25. Justification (Explain why this project is needed):

Homeownership in Utah is dwindling and institutional ownership is becoming more and more common in Utah. The upcoming generation is becoming increasingly unaware of the benefits and wealth building possibilities of home ownership. Rosie Ridge hopes to provide a semblance of remedy to that problem by providing affordable housing/home ownership to the residents of Price. Ultimately allowing the children and family of Price to stay local permanently.

26. Names and Addresses of Adjoining Property Owners, Lessees, Etc.:

NAME	ADDRESS (City, ST, Zip)	TELEPHONE
1. Robert Richens	105 N 500 W	( )
	Price, UT 84501	
2. Les Shultz	245 N 600 W	( )
	Price, UT 84501	
3. Marshall Nicholas	250 N 600 W	( )
	Price, UT 84501	
27. Estimated Starting Date: 9 / 1 / 25	28. Estimated Completion Date: / /	29. Has P.R.W.I.D. Sewer Survey Been Submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

*Dustin Carr*

9/23/2024

Signature of Property Owner  
Dustin Carr

Date  
Project Manager

\*Affadavit with current owner's acknowledgement and signature is attached

Please Print Name

Title

**Office Use Only**

**Recommendation of Planning and Zoning Administrator (Community Director):**

Approve

Decline

**Comments:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Requires:**

Building Permit

Conditional Use Permit

Code Amendment

Board of Adjustments Variance

Flood Plain Development Permit

Other: \_\_\_\_\_

## SITE PLAN

Please provide a drawing of your proposed site in the space below. Include building floor plan, profiles, cross-sections, dimensions, setbacks, and signs. Also indicate exits, restrooms, and fire extinguisher placement. Use an attached sheet of paper, if necessary.



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**ROSIE RIDGE HOA**

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, hereinafter referred to as “Declarant”.

**RECITALS**

- A. Declarant is the record Owner of certain real property in the County of Carbon, State of Utah which is more particularly described as follows:  
See Legal Description attached hereto as Exhibit A.
  
- B. Whereas, the aforesaid property consists of the land, together with four (4) buildings, comprised of fourteen (14) townhouse Units each with garage, garage level floor, main floor and upper floor, and Common Areas and improvements to be constructed.
  
- C. Declarant desires, by filing this Declaration, to impose upon the real property constituting the Project and all the improvements now or hereafter constructed thereon mutually beneficial restrictions under a general plan of improvement and operation for the benefit of the Project and the Owners thereof.
  
- D. Declarant intends to sell and convey to various persons the fee title to the individual Lots, and improvements constructed thereon, subject to the covenants, conditions, restrictions, and limitations herein set forth.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**Definitions**

- 1.01 “Association” shall mean and refer to the Rosie Ridge HOA.
  
- 1.02 “Common Area” shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall constitute all portions of the Project, except the Lots.

- 1.03 “Declarant” shall mean Rosie Ridge HOA. A portion of the Common Area which has been designated for the primary or exclusive use of a particular Owner or Owners. Generally Limited Common Area, as a portion of Common Area, is owned by the Association but reserved for the use and enjoyment of the Owner or Owners to whose Unit the Limited Common area is Adjacent or appurtenant.
- 1.04 “Lot” shall mean and refer to any one of the numbered plots of land within the project as shown and designated on the Plat for private ownership and individually numbered.
- 1.05 “Owner” shall mean any person or entity or combination thereof, including the Declarant, who, according to the official records of the County Recorder, Carbon County, State of Utah, is the Owner of fee simple title to any Lot.
- 1.06 “Project” shall mean all areas within the Rosie Ridge HOA subdivision, thereon which are the subject of this Declaration and the Plat. More particularly described in Exhibit A attached hereto.
- 1.07 “Residential Unit” shall mean each individual single family residence, including garages, patios or other such similar facilities, which are constructed, or shall be constructed, upon each respective Lot within the project.

**ARTICLE II**  
**Nature and Incidents of Ownership**

- 2.01 *Separate Ownership.* Each Lot, together with the Residential Unit and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, occupied, improved, and otherwise used in accordance with provisions of this declaration.
- 2.02 *Use and Occupancy.* Subject to the limitations contained in this declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Area and the exclusive right to use and enjoy said Owners Lot.
- 2.03 *Exterior of Residential Units.* Each Owner shall keep the exterior of that Owner’s Residential Unit in a sanitary condition and in a state of good repair compliant with the Price City Property Maintenance Code. In the event that any Residential Unit should develop an unsanitary conditions or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner’s Lot and correct or eliminate said conditions at the Owner’s expense.
- 2.04 *Interior of Residential Units.* Each Owner of a Residential Unit shall, at the Owner’s expense, keep the interior of such Residential Unit and its

equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.

- 2.05 *Maintenance of Lots.* The Association shall be responsible to keep all Lots, including, without limitations, all trees, shrubs, grounds, and lawns, in a sanitary condition and in a state of good repair.
- 2.06 *Maintenance of Culinary and Sewer Water Laterals.* The Association will maintain, repair and as necessary, replace those culinary and sewer laterals located on the Owner's Lot.
- 2.07 *Common Area Maintenance.* The Association shall be responsible to keep the Common Area in a state of good repair and maintenance, including all detention basins, storm drains, fencing, parking, landscaping, Common Area appurtenances, sumps, storm drainage piping, water supply & service lines, water meters, sewer collection lines, manholes & cleanouts free from all damage and accumulations of snow, refuse, rubbish, and other inappropriate materials of any kind. Should the Common Area fall into disrepair, it is the Association's responsibility to restore the common area to its original condition and will not be Price City's responsibility to maintain or restore.
- 2.08 *Limited Common Area Maintenance.* Each Owner shall be responsible for maintenance and repair of its own unit, (owners own from stud walls in). The HOA shall maintain Limited Common Area designated for the exclusive use and occupancy of its Unit including the roof, exterior walls, all doors and windows and patio areas.
- 2.09 *Additions, Constructions, Alterations of Residential Lots.* No construction, additions, alterations, painting, fencing or other structures on any Lot shall be commenced, erected or maintained until the Plans and Specifications showing the nature, kind, shape, height, colors, materials and location of the same have been submitted to and approved in writing by the architectural control committee. In the event said architectural control committee fails to approve or disapprove such designs within sixty (60) days after said Plans and Specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Any and all construction, improvements or alterations shall meet all requirements of Price prior to installation.
- 2.10 *No Subdivision.* No Owner shall cause a Lot or Residential Unit to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Unit shall be void and of no effect.
- 2.11 *All culinary water* infrastructure, sanitary sewer infrastructure and storm sewer infrastructure within the project is privately owned and maintained by the association for the benefit of the Lots, the costs of which shall be shared as a Regular or Common Assessment.

- 2.12 *Parking*: parking stalls within the common area are reserved as shared parking in favor of building units. Residents shall prioritize use of their garage for parking & shall avoid using guest parking or parking in non-designated guest parking. No on-street will be allowed.

### **ARTICLE III** **Easements**

- 3.01 *Right to Ingress, Egress, and Enjoyment*. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area and shall have the right of easement and enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot subject to the terms and conditions of said easements as herein set forth.
- 3.02 *Delegation of Use*. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and any recreational facilities located thereon to the members of his or her family and his or her tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Lot.
- 3.03 *Easement for Temporary Use by Declarant*. Declarant, for itself, its successors and assigns, and its and their agents, employees, contactors, subcontractors, and other authorized personnel, reserves for a period of five (5) years following the date of recordation of this Declaration and exclusive easement in gross in, over, and through the Common Area for the purposes of (i) marketing and selling the Lots; (ii) displaying signs; and (iii) showing the Lots.
- 3.04 *Easement for Maintenance of Lots*. The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the interior of any Residential Unit, for the purpose of maintaining the Lot in accordance with the provisions of Section 2.05 hereof, together for the purpose of maintaining, repairing or replacing, as necessary, any and all laterals that may traverse said Lots.

### **ARTICLE IV** **Restrictions on Use**

- 4.01 *Residential Uses*. All Lots are intended to be used for single family residential housing and are restricted to such use. No Residential Unit shall be used for business or commercial activities; provided, however, that nothing herein shall be deemed to prevent (i) Declarant, the Association, or its duly-authorized agents from using any Units owned by the Declarant or the Association as sales models; or (ii) any Owner or his or her duly-authorized agent from renting or leasing his or her Residential Unit from time to time for single family residential purposes only.

- 4.02 *No Noxious or Offensive Activity.* No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No automobile or other vehicle is ever allowed to be parked anywhere other than designated parking stalls within the Project, and parking in the limited common area may not impair or tend to impair vehicular or pedestrian access within the Project or to and from its various parts.
- 4.03 *Restrictions on Animals.* No animals other than two (2) household pets shall be kept or allowed in any part of the Project. Whenever a pet is allowed to leave the Lot of its Owner, it shall be on a leash or some other appropriate restraint. All pets must be housed inside the Owner's Residential Unit. No permanent or temporary restraint or housing that is unsupervised by the Owner is allowed on the outside of the Residential Unit.
- 4.04 *Prohibition of Damage.* No damage to, or waste of, the Common Area shall be committed by an Owner or guest or invitee of any Owner, and each such Owner shall indemnify and hold harmless the Association, other Owners and Declarant, against all loss resulting from any such damage or waste caused by such Owner, his or her family guests, tenants, licensees, or invitees.

**ARTICLE V**  
**The Association By-Laws**

- 5.01 *The association.* The administration of the Project shall be through the ROSIE RIDGE HOA, LLC, a Utah limited liability company, which has been organized and contemplated in the Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Bylaws of the Association which have been adopted in accordance therewith. A true copy of the duly-adopted Bylaws of the Association shall be available for inspection and copying by any Owner.
- 5.02 *Board of Directors.*  
*Numbers.* The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.  
*Term of Office.* At the first annual meeting, the members shall elect two (2) directors for a term two years, and one (1) director for the term of three years; and at each annual meeting thereafter the members shall elect the applicable number of directors for a term of three years.  
*Removal.* Any director may be removed from the Board, with or without cause, by a majority vote of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected

by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

*Compensation.* No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

*Action Taken Without a Meeting.* The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

5.03 *Nomination and Election of Directors.*

*Nomination.* Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among member or non-members.

*Election.* Election to Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is no permitted.

5.04 *Meetings of Directors.*

*Regular Meetings.* Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

*Special Meetings.* Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

*Quorum.* A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

5.05 *Powers and Duties of the Board of Directors.*

*Powers.* The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the members

and their guests thereon, and to establish penalties for the infraction thereof;

- (b) Suspend the voting rights and right to use the common areas of a member during any periods in which such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

*Duties.* It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to; fix the amount of the annual assessment period, send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring and action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states and assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as may deem appropriate.
- (g) Cause the Common Areas to be maintained.

5.06 *Officers and Their Duties.*

*Enumeration of Offices.* The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

*Election of Officers.* The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

*Term.* The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified.

*Special Appointment.* The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

*Resignation and Removal.* Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time given written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

*Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

*Multiple Offices.* The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 5.06 of the Article.

*Duties.* The duties of the offices are as follow;

- (a) *President.* The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all checks and promissory notes.
- (b) *Vice-President.* The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) *Secretary.* The secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring a seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all check and promissory notes of the Association, keep proper books of account, elect to an annual audit of the of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting , and deliver a copy of each to the members.

*Committees.* The Association shall appoint an Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

*Books and Records.* The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member.

5.07 *Membership and Voting Rights.* The Association shall have two (2) classes of voting memberships, as follows:

(a) Class A. Class A Members shall consist of all Owners, except Declarant, and each Class A Member shall be entitled to one vote for each Lot owned;

(b) Class B. Class B Members shall consist of the Declarant, and each Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events;

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership; or

(ii) seven (7) years after date of recording this Declaration.

5.07 *Assessments.* The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's *pro rata* share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights and powers of the Association under this Declaration. The term "Assessment" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provisions hereof.

5.08 *Agreement to pay Assessments.* Each Owner of a Lot, by the acceptance of instruments of conveyance and transfer thereof, shall be deemed to covenant and agree with each the Declarant and the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration.

5.09 *Commencement of Assessments.* Regular Assessment shall commence against all Lots sold, excluding developer, on the first day of the first calendar month following recordation of a conveyance instrument transferring the first Lot within the Project to an Owner

5.10 *Regular Assessment.* A Regular Assessment shall consist of each Owner's *pro rata* share of the estimated annual total of (1) the amount which is reasonably anticipated to be expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights, powers, and duties of the Association during each fiscal year. A regular Assessment shall be computed and levied annually against each lot by the Association.

**ARTICLE VI**  
**General Provisions**

- 6.01 *Enforcement.* The Association or any Owner, shall have the right to enforce, by proceeding at law in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 6.02 *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- 6.03 *Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than two-thirds (2/3rds) of the Unit Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the day and year first above written.

**DECLARANT**  
TBD, Inc.

By: \_\_\_\_\_

STATE OF UTAH

COUNTY OF CARBON

On this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Rosie Ridge HOA who signed the foregoing instrument, and he

\_\_\_\_\_

NOTARY PUBLIC  
Residing in: \_\_\_\_\_

EXHIBIT A

**ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING DEPARTMENT AND AS AGREED TO BY THE LAND USE APPLICANT FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) AT 135 N 600 W WITHIN THE RESIDENTIAL 2-7 (R2-7) ZONING DISTRICT.**

**Purpose:** the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and **DUSTIN CARR, ROSIE RIDGE TOWNHOMES**, regarding the conditions of land use associated with Price City Land Use Management and Development Code (Code) as it is associated with **APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) AT 135 N 600 W**.

**Parties:** this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and **DUSTIN CARR, ROSIE RIDGE PLANNED UNIT DEVELOPMENT** (Applicant), for the property located **135 N 600 W**.

**Term:** the term of this agreement commences on **December 9<sup>th</sup>, 2024** and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

Applicant Shall:

- Developer and all potential future owners to comply with conditions of approval of the original development Conditional Use Permit (CUP) approved by the Price City Planning and Zoning Commission on November 12, 2024.
- Submission of Home Owners Association (HOA) rules and regulations, in substantially final form, to Price City and submission of any future updates to the original HOA rules and regulations to Price City within not more than sixty (60) days of any amendment.
- Provide to Price City the name and contact information of the individual managing the Rosie Ridge HOA prior to any sale of any lot within the PUD and provide any future updates to the manager and contact information to price City within not more than sixty (60) days of any amendment.
- Current HOA document to be recorded onto each individual lot within the PUD at the time of any sale of any real property by Developer or individual property owner withing sixty (60) days of sale of any real property within the PUD.
- Developer acknowledges and understands that Price City shall not own, operate or maintain any infrastructure withing the PUD now or at any time in the future.
- No changes to the Rosie Ridge CUP, to the site plan or any other development plans or criteria, must comply with all original CUP requirements as approved on November 12, 2024.
- No conditions at the property or structure that violate the Price City Property Maintenance Code. Removal and mitigation of any existing Property Maintenance Code violations present on the property.
- Move to acknowledge that the applicant is aware of the conditions of approval, understands the conditions of approval and intends to comply with the conditions of approval.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

Price City

Applicant:

\_\_\_\_\_  
By Jan Young, Chair

\_\_\_\_\_  
**DUSTIN CARR, ROSIE RIDGE  
TOWNHOMES**

ATTEST:

\_\_\_\_\_  
Jaci Adams, City Recorder

# CONDITIONAL USE PERMIT

THIS PERMIT IS HEREBY APPROVED FOR:

**A LAND USE OF: A PLANNED UNIT  
DEVELOPMENT (PUD) LOCATED AT 135  
N 600 W WITHIN THE R2-7 ZONING  
DISTRICT.**

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH  
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY  
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT  
CODE.

*Price*  
Utah

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_