

**FIRST REVISED  
AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
NATRONA COUNTY, WYOMING, AND LAKE RIDGE ESTATES, LLC FOR ZONING  
OF THE LAKE RIDGE ESTATES SUBDIVISION TO PLANNED UNIT  
DEVELOPMENT**

**WHEREAS** the Board of County Commissioners of Natrona County, Wyoming ("Board") has requested Lake Ridge Estates, LLC ("Developer") develop the Lake Ridge Estates subdivision ("Subdivision") as a Planned Unit Development ("PUD") under Section 14 of the Natrona County Zoning Resolution;

**WHEREAS** Developer is agreeable to develop the Subdivision as a PUD under the terms, conditions, and covenants set forth herein;

**WHEREAS** Developer and the Board seek to set forth development and use restrictions and requirements in order to ensure the appropriate use and development of the property within the Subdivision for the uses set forth herein and in the attached Exhibits, and to prevent the impairment of the attractiveness of the Subdivision and maintain property values therein;

**WHEREAS** Developer and the Board desire to enter into this agreement to set forth the rights, obligations and responsibilities of each party to this agreement;

**WHEREAS** the Board hereby finds that the proposed lot sizes and development plan for the Subdivision warrant a deviation from PUD Zoning Resolution requirements pertaining to open space and cluster development, and the Board hereby waives said open space and cluster requirements;

**WHEREAS** the Board hereby finds that the Subdivision plan is suitable and meets all other zoning requirements for a PUD; and

**WHEREAS** the purpose for this First Revised Agreement Between the Board of County Commissioners of Natrona County, Wyoming, and Lake Ridge Estates, LLC for Zoning of the Lake Ridge Estates Subdivision to Planned Unit Development is generally to limit the use of Lots 1 and 2 of the Subdivision to residential only, modify the approved uses allowed on Lots 3 through 10 of the Subdivision, and to make minor modifications to Exhibit "D", Design Standards.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the Board each agree to be bound by the terms, conditions and covenants set forth herein:

**SECTION 1: INTRODUCTION.**

This Agreement for Zoning of the Lake Ridge Estates Subdivision to Planned Unit Development ("Agreement" or "Agreement for Planned Unit Development") accompanies Resolution 50-07, which rezoned the property that is now within the boundaries of the Subdivision from Ranching, Agricultural and Mining to Planned Unit Development on March 6,



**879951**

NATRONA COUNTY CLERK, WY  
Renea Vitto                      Recorded: TG  
Nov 25, 2009 03:47:30 PM  
Pages: 22                      Fee: \$95.00  
SCOTT BROWNELL

2007. This Agreement and the Exhibits attached hereto and by this reference incorporated herein, set out implementation of the PUD zoning for the Subdivision.

## **SECTION 2: DEFINITIONS.**

Architectural Committee – Shall mean the Architectural Committee of the Lake Ridge Estates Owners Association

Association – Shall mean Lake Ridge Estates Owners Association

Commission – Shall mean the Natrona County Planning and Zoning Commission

Development Application – Shall mean the site plan, building plans, and such other information as to reasonably allow the Architectural Committee and the Planning Department, Commission and Board to review and consider, pursuant to the terms of this Agreement and the Exhibits attached hereto, applications for development on lots within the Subdivision.

Planning Department – Shall mean the Natrona County Development Department

## **SECTION 3: BINDING EFFECT OF AGREEMENT.**

Subject to the provisions contained herein and in the Exhibits attached hereto, this Agreement and the Exhibits attached hereto and their terms, covenants and conditions, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall continue in force for so long as the Subdivision is zoned as a Planned Unit Development.

## **SECTION 4: APPLICATION OF AGREEMENT.**

Subject to and as may be modified by the terms of this Agreement and the Exhibits attached hereto, this Agreement specifically incorporates the 2000 Natrona County Zoning Resolution, as amended, and applies to all property within the boundaries of the Subdivision. The Association reserves sole authority to manage matters pertaining to assessments, liens, and common areas, and said matters are outside the scope of this Agreement.

## **SECTION 5: DEVELOPMENT AND USE.**

A. All development within Lake Ridge Estates shall comply with the terms of this Agreement and the Exhibits attached hereto, as the same may be amended from time to time.

B. Generally, the Subdivision is designed for residential and certain other uses identified in this Agreement and the Exhibits attached hereto. No building, structure, or land shall be used for any purpose other than those allowed under this Agreement and the Exhibits attached hereto, and no such use will be allowed unless approved by the Architectural Committee and the Planning Department and the Board and/or Commission, as applicable, pursuant to the provisions set forth herein.

C. Lots 3-10 in the Subdivision may be used for any of the permitted uses listed in **Exhibit "A"**. Uses listed in **Exhibit "B"** may be permitted on Lots 3-10 upon the approval by the Commission and Board upon the applicant meeting the standards for a Conditional Use Permit set forth in the 2000 Natrona County Zoning Resolution. Uses listed in **Exhibit "C"** shall be prohibited on all Lots in the Subdivision.

## **SECTION 6: APPLICATION PROCEDURE, AMENDMENT AND ENFORCEMENT.**

A. The Architectural Committee and the Board, Commission and/or Planning Department shall have the authority and responsibility to approve Development Applications within the Subdivision and enforce the Lake Ridge Estate PUD Design Standards **Exhibit "D"** (hereinafter referred to as "Design Standards") as set forth herein. The standards set forth in the Design Standards replace the standards in the Natrona County Zoning Resolution for the Subdivision.

B. For permitted uses, every Development Application should first be submitted to the Architectural Committee for preliminary approval. The applicant should supply the Planning Department with a copy of the Architectural Committee's approval concurrently with any application for a zoning certificate or a building permit.

C. If the Architectural Committee has approved the Development Application, the Board, Commission and/or Planning Department will approve the Development Application, unless the Board finds that the Architectural Committee abused its discretion in approving the Development Application. Subject to subsection G, below, the Board, Commission and/or Planning Department will take no action on any Development Application until the Architectural Committee makes a recommendation.

D. Except with regard to applications for uses listed in **Exhibit "B"**, the Board, Commission and Planning Department will have a reasonable time, not exceeding sixty (60) days, within which to consider a Development Application and provide a written decision to the applicant.

E. The Board, Commission and Planning Department shall apply the terms of this Agreement and the Exhibits attached hereto in making decisions pertaining to the Subdivision.

F. In the event that the Planning Department becomes aware of an event of non-compliance with any of the terms, requirements or conditions set forth in the Design Standards, the Planning Department shall attempt to notify the Architectural Committee and the Lot Owner of the event of non-compliance. The Planning Department will provide the Lot Owner a reasonable time within which to correct the event of non-compliance. If the event of non-compliance is not corrected by the Lot Owner, the Planning Department and the Board and/or Commission shall promptly thereafter take such enforcement measures as are necessary to result in compliance with the Design Standards, including enforcement by civil suit. The Association or Architectural Committee may, but shall not be obligated to, take independent measures to attain compliance with the Design Standards.

G. Notwithstanding the foregoing, in the event that the Association is not actively functioning or is no longer in good standing with the Wyoming Secretary of State, the Board, Commission and/or Planning Department shall be solely responsible for the review of

Applications for Development and enforcement of the terms, restrictions, and conditions of the Design Standards, until such time as the Association becomes active and in good standing.

**SECTION 7: MISCELLANEOUS.**

A. The terms of this Agreement and the Exhibits attached hereto may be modified by written consent of the Board and a majority of the membership of the Association.

B. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

C. The failure by a party to enforce any provision of this Agreement or the Exhibits attached hereto or the waiver of any specific requirement of this Agreement or the Exhibits attached hereto shall not be construed as a general waiver or a specific waiver of any provision herein nor shall such action act to estopp the party from subsequently enforcing this Agreement and the Exhibits attached hereto according to their terms.

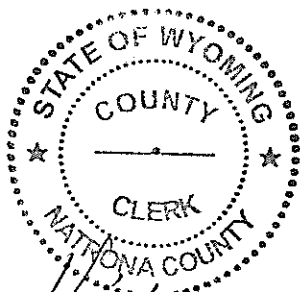
D. All parts and provisions of this Agreement are hereby declared to be severable. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, section, subsection, sentence, paragraph or provision directly involved in the controversy in which such judgment shall have been rendered.

E. Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity of the Natrona County government under applicable state law.

F. Upon execution by the parties, this Agreement and the Exhibits attached hereto shall be recorded in the office of the Clerk and Recorder of Natrona County.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written.

ATTEST:



Renea Vitto  
Renea Vitto, County Clerk

My term of office expires  
January 6, 2011

**BOARD OF COUNTY COMMISSIONERS**  
Natrona County, Wyoming

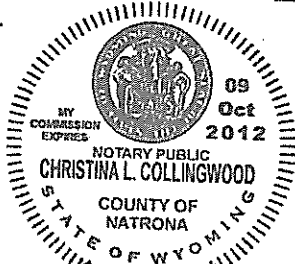
Rob Hendry  
Rob Hendry, Chairman

**LAKE RIDGE ESTATES, L.L.C.**  
Scott A. Brownell  
Scott A. Brownell, Manager

ACKNOWLEDGEMENTS

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Scott A. Brownell, Manager of Lake Ridge Estates, LLC., this 12 day of November, 2009. Witness my hand and official seal.



Christina L. Collingwood  
Notary Public

My Commission Expires: Oct 09 2012

Approved as to Content and Form:

[Signature]

Alcova Lake Ranch, LLC

Date: 11/12/09

Approved as to Content and Form:

[Signature]

County Attorney

Date: 10-9-09

EXHIBIT "A"

**PERMITTED USES FOR LOTS 3-10**

In addition to use as a residential lot, the following are permitted uses on Lots 3-10 of the Subdivision:

- (1) Hunting or Fishing Club or Lodge.
- (2) Motel or Hotel Lodging.
- (3) Cabin Sites for Recreational Lodging.
- (4) RV Campground.
- (5) Boat and/or RV Storage.
- (6) Dwelling, single family; one per lot, as the only building on the lot or in addition to other permitted structures as a secondary improvement either attached or detached.



**EXHIBIT "B"**

**PERMITTED USES FOR LOTS 3-10  
UPON APPROVAL OF A CONDITIONAL USE PERMIT**

The following uses on Lots 3-10 may be approved by a conditional use permit:

- (1) Recreational Facility, public or private.
- (2) Specialty or Sundry Shop related to area recreation.
- (3) Sign, billboard advertising over 480 square feet.
- (4) Other similar and compatible uses as determined by the Board.

**EXHIBIT "C"**

**PROHIBITED USES**

Uses listed below shall be prohibited on all Lots in the Subdivision:

- (1) Mobile home.
- (2) Manufactured home.
- (3) Mobile home or manufactured home storage, sales or service.
- (4) Manufacturing.
- (5) Commercial activities except as listed on Exhibit "A" or those uses on Exhibit "B" approved by conditional use permit provided by the Board.
- (6) Adult entertainment establishment.

## EXHIBIT "D"

### DESIGN STANDARDS

#### CHAPTER 1 – PURPOSE

##### **1.1 Purpose and Intent**

The Lake Ridge Estates Owners Association (Association) and the Board of County Commissioners (Board), Planning and Zoning Commission (Commission), and Planning Department of Natrona County (Planning Department) desire to provide lot owners, homeowners, developers, architects, engineers, and planners with the basic information necessary to design, construct, and maintain their projects within the Subdivision that are in keeping with the guiding principles and character of Lake Ridges Estates.

These Design Standards are developed to ensure a coherent design image within the Subdivision. Consistency in the design image of the Subdivision is important to its identification as a special and unique place. All elements that are visible to the public are considered part of the development's overall image and therefore shall be subject to review, oversight, and approval by the Architectural Committee and Planning Department, and the Board and/or Commission, as applicable.

Rezoning and other development entitlement documents for the Subdivision require approval by the Architectural Committee and Natrona County. Specific entitlements and requirements such as permitted uses, setbacks, access, building height, lot coverage, and other building/lot relationships are specified in this document. In addition, all development within the Subdivision is subject to the performance standards, requirements and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the current Natrona County standards and regulations shall apply. In the case of conflicting requirements, the standards, requirements and guidelines set forth in this document shall apply. Where this Agreement imposes greater restrictions upon the use of building or land than are imposed by existing Resolutions, this Agreement shall prevail.

##### **1.2 Design Theme**

Lake Ridge Estates is a low-density subdivision that provides primarily residential and limited commercial areas to enhance recreational opportunities near Alcova and Pathfinder Reservoirs while preserving and protecting the environmental integrity and rural character of the area.

## CHAPTER 2 – GENERAL REGULATIONS

### 2.1 **Applicability**

The section applies to all development within the Subdivision and contains specific information on performance standards, requirements and guidelines for the design of the public areas and private property, construction practices, landscape maintenance, and the acceptable plan palette. Development within Lake Ridge Estates will comply with these Design Standards, except as permitted by the Architectural Committee.

In utilizing these regulations, the Architectural Committee and County will afford consideration to site design given the characteristics of the site, the nature of the use and the intent of these Design Standards.

### 2.2 **General Regulations**

The following regulations shall be enforced by the Association, Architectural Committee and/or County. Failure to adhere to the stated regulations shall result in Association or County enforcement action until the violations are cured to the satisfaction of the Architectural Committee and County.

#### 2.2.1 **Animals and Livestock**

It shall be permissible for the Owner of a Lot to keep household pets.

No livestock or other animals of any kind, including but not limited to horses, cattle, llamas, sheep, goats, chickens, rabbits, pigs or hogs, shall be raised, bred, kept or allowed on any Lot.

In the event that a majority of the Architectural Committee should determine that household pets have become or constitute a nuisance to other Lot Owners, or have been allowed to unreasonably damage or destroy the vegetation on the Lot, the Owners Association is granted the authority to restrict such use in such manner as it deems appropriate, including ordering the removal of the household pet(s) from the Lot.

All permitted household pets shall be kept enclosed kennels or fencing. Dogs and cats shall be prevented from harassing wildlife and shall not be allowed to roam beyond the boundaries of their owner's Lot.

#### 2.2.2 **Prohibition on Further Lot Divisions**

Lots within the boundaries of the Subdivision as shown on the Plat shall not be subdivided or further divided into smaller tracts or parcels, and Natrona County will prohibit further subdivisions.

### **2.2.3 Service Yards and Trash**

Clotheslines, service equipment, campers, boats, motor homes, trailers, wagons, trucks, tractors, garden equipment, TV antennas, trash, woodpiles, or storage areas shall be screened by vegetation or fencing to conceal the same from view of neighboring lots, drives and roads.

All refuse and trash shall be promptly removed from all Lots and shall not be allowed to accumulate. Burning of trash on any Lot will not be permitted unless said burning is conducted in a receptacle equipped with a spark arrester and Lot Owner has received a burn permit from the Natrona County Fire Department.

### **2.2.4 Motorized Vehicles**

No vehicles that are abandoned, unlicensed or unregistered may remain ungaraged on any Lot. Any unlicensed or unregistered vehicle that remains ungaraged on any Lot shall be deemed to constitute a nuisance. For the purpose of this Section, ATV's shall not be considered vehicles.

### **2.2.5 Fire Prevention**

All Lot Owners shall take appropriate steps to minimize fire hazards and the spread of fire. Each Lot Owner shall be responsible for mowing vegetation within a ten (10) foot radius surrounding dwellings and outbuildings located on the Lot.

### **2.2.6 Wood Stoves/Fireplaces**

All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

### **2.2.7 Noxious or Offensive Activities**

No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the boundary lines of any Lot. Improvements on any Lot which are or might become a nuisance to neighboring residential tracts shall not be permitted.

### **2.2.8 Damaged or Destroyed Structures**

In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with Natrona County Zoning Regulations contained herein and current building code regulations, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the Subdivision.

### **2.2.9 Maintenance**

Each Lot and all improvements located thereon shall be maintained by its Owner in good condition and repair, and in such manner as not to create a fire hazard, all at the Lot Owner's sole cost and expense.

### **2.2.10 Tanks**

Elevated (above ground level) tanks, such as propane, fuel and water tanks shall be painted or screened.

### **2.2.11 Sanitary Systems**

No sanitary or sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all applicable County and State health agencies. Septic systems shall not drain onto or otherwise impact any adjacent Lot or property.

### **2.2.12 Hunting**

No hunting or discharge of any firearms shall be permitted within the Subdivision.

### **2.2.13 Water Wells**

Protection of the groundwater supply in the Subdivision is of primary importance to the residents of the subdivision. For this reason, the following terms apply to wells in the subdivision.

All water wells located in the Subdivision shall meet the current requirements of the Wyoming State Engineer's Office for well completion. Additionally new wells shall be completed at the surface with solid casing projecting approximately one – two feet above the finished surrounding ground elevation. The casing shall be cemented to a depth of approximately ten feet below grade. Well pumps shall be installed with the use of a pitless adaptor and all wells shall be fitted with a water tight vented cap. Abandoned wells shall be properly plugged to prevent contamination of the aquifer.

Owners are encouraged to regularly collect water samples from the wells located on their Lots and have the sample analyzed for the standard water constituents (including major anions, and cations, sulfates, nitrates and bacteria).

## **CHAPTER 3 - SITE DESIGN AND APPROVED USES**

### **3.1 Site Design, Building Placement, Orientation and Views**

The Subdivision's attractive natural surroundings and views to Alcova Reservoir are amenities to be shared by all Lot Owners. Maximizing view opportunities of these features from roadways, open space corridors, and residential structures is encouraged and expected. Owners and designers shall emphasize these key natural features by designing and arranging their sites to protect natural features on the site and within the vicinity of the site. Site design, building design, building placement, and orientation on the lot shall be considered and, additionally, the impact of the same on adjacent or nearby lots and property shall be considered, any or all of which may form the basis for rejecting a Lot Owner's application to

construct. Obstruction of views of Alcova Reservoir shall be given special consideration in reviewing applications.

## **3.2 Site Design Requirements and Guidelines**

### **3.2.1 Zoning Regulations**

No Lot shall be occupied, used by, or for, any structure or purpose which is contrary to the regulations of the Agreement for Planned Unit Development, to which these Design Standards are attached.

### **3.2.2 Approved Uses**

The Subdivision shall be used exclusively for residential purposes, except that Lots 3-10 may also be used for any of the purposes identified on Exhibit "A" and, conditionally, the uses identified on Exhibit "B".

Except for the permitted uses identified on Exhibit "A" and the conditional uses identified on Exhibit "B" in regards to Lots 3-10, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained or conducted on any Lot or on any improvement erected or placed thereon.

No guest house or out building may be rented or leased, except as part of the entire premises. No dwelling, or any part thereof, may be used as a boarding or rooming house.

Accessory buildings or guest homes may not be constructed prior to the construction of the principal dwelling or building. Accessory buildings or guest homes must be constructed in close proximity or in the same general location of the principal building or dwelling on the lot.

The entire dwelling on any Lot on the Subdivision may be leased by the owner thereof for rental income purposes.

Notwithstanding the foregoing restrictions in this Section 3.2.2, a Lot Owner may have a home office within the dwelling on the owner's Lot, provided no business or commercial use violates County regulations and further provided that no business or commercial use interferes with the enjoyment or use of any part of the Subdivision.

The Commission and Board shall review and approve any proposed use listed on Exhibit "B" as a conditional use in accordance with the 2000 Natrona County Zoning Resolution.

### **3.2.3 Slope Protection Overlay District**

The Slope Protection Overlay District applies to development or building on lands that have a natural sloping grade of 25% or more. The Slope Protection Overlay

District does not apply to initial construction of improvements by the Developer and does not apply to development or building on any lands that do not have a natural sloping grade of 25% or more, even if said lands are on the same Lot as lands to which the Slope Protection Overlay District applies.

Site plans for Lots in the Slope Protection Overlay District must be approved by the Commission and site plan materials that must be submitted with the application are:

- a. Design documents and a site plan that illustrate that building and access road construction will not create unreasonable scars visible from adjacent Lots, cause erosion problems, or obstruct desirable views;
- b. Before and after contour mapping;
- c. Foundation designs;
- d. Plans and profiles for roads and access drives; and
- e. A written analysis of the overall effect of the proposed development as well as the existing and potential development of nearby Lots which affect or may be affected by the proposed development.

No specific development density shall be associated with the Slope Protection Overlay District.

Determination of whether a Lot contains slopes exceeding 25% shall be made at the time of the development application by the Architectural Committee and the County.

#### **3.2.4 No Mining or Quarrying**

No mining or quarrying operations shall be conducted or permitted in the area, except by Declarant in constructing improvements.

#### **3.2.5 Mobile and Manufactured Homes**

Mobile homes and manufactured homes are not permitted.

#### **3.2.6 Number and Location of Buildings**

On Lots 1, 2, and 11-34 no buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than:

- o One single-family dwelling;
- o One detached single guest house; and
- o One attached garage and one detached outbuilding or garage.

On Lots 3-10, commercial structures are allowed that otherwise comply with the Design Standards set forth herein. One single family dwelling is permitted on Lots 3-10 as the only building on the lot or in addition to other permitted structures as a secondary structure either attached or detached.