

824125

Providence Crossing Covenants

Tract A, Providence Crossing a Resubdivision of a portion of Eagles' Nest, Filing No. 2 and the Johnson Addition, City of Gillette, County of Campbell, State of Wyoming, according to the official plat thereof filed for record 26 February 2003 in Book 7 of Plats, page 164 of the records of Campbell County, Wyoming

1. Design Review Board

a. Establishment and Operation of DRB

The Providence Crossing LLC shall act as the Design Review Board (DRB), but the Board may appoint a separate Design Review Board in its sole discretion, with such powers and discretions as the Board may delegate from time to time. PC LLC has the exclusive right at their full discretion to approve or disapprove any design and/or any use of any lot or area of Providence Crossing.

b. Limitations

Construction or alterations in accordance with plans and specifications approved by the DRB pursuant to this Article shall be commenced within six (6) months following the date upon which the same are approved by the DRB and shall be completed within eight (8) months following the date of commencement, or within such longer period as the DRB shall specify in its approval.

2. Use Restrictions

a. Residential Use

No lot, nor any portion thereof, shall be used for any purpose other than one single family or multiple family residences for those areas as described and set forth on the plat of the subdivision. Any multiple family use must be specifically approved by PC LLC.

b. Offensive Activities; Nuisances

No noxious or offensive activity shall be carried on within the development, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their property. At no time will illegal activity be allowed.

c. Driveways, Garages, and Parking

Each single-family residential dwelling shall provide an enclosed garage space, to shelter a minimum of two conventional automobiles, and sufficient driveway space (within the boundaries of the lot) for the parking of at least two guest automobiles.

d. Signs

No sign or signs shall be displayed to the public view from any Lot or any common area except that:

- (1) Individual Lot Owners may display a single tasteful "for sale" or "for rent" sign, no larger than four square feet;
- (2) Signs indicating security protection shall be permitted provided that such signs are ground or wall mounted, no larger than one square foot, limited to one per lot;
- (3) Signs for temporary single events, such as a garage sale sign, may be permitted for a specific period of time, typical to that particular event.

e. Antennas, External Fixtures

Antennas and traditional large diameter (two feet and larger) satellite dishes are not allowed. Television reception is available via a central cable system. Newer 18-inch diameter "direct" television dishes are generally acceptable provided they blend with their surrounding materials and are situated in a non-obtrusive location.

f. Livestock, Animals and Pets

There shall be no horses, cattle, sheep, llamas, hogs, goats, or other similar livestock allowed on any lot. Owners may keep pets on the property provided they shall not create a nuisance or disturbance to surrounding lot owners and said pets shall be kept within the confines of the owner's lot. The number of domestic pets should be limited to a two pet maximum.

g. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, debris or trash of any kind. No lot shall be used for a storage area for non-operative motor vehicles, equipment, miscellaneous parts or supplies of any kind, or any other materials. All garbage and trash shall be placed and kept in covered containers. No such containers shall be visible from any neighboring lot except as may be necessary in connection with the collection thereof. No portion of any lot shall be used for the storage of building materials or other materials of any kind except in connection with approved construction.

h. Exterior Alterations; Temporarily Structures

No owner shall make or permit to be made, at his expense or otherwise, any alterations or modifications to the exterior of any residence or other improvement situated within the development, without the prior written consent of the DRB. No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently. All structures of any type shall require the approval of the DRB and shall be constructed in accordance with these declarations.

i. Fencing on Lot

Site wall or fences must appear as a visual extension of the residence, incorporation similar or compatible materials, colors and finishes. No fences or wall will be permitted in the front yard area of any lot. Fencing and privacy walls may not exceed six feet in height above finished grade. Fences may extend to the side and rear property lines of a lot. Fencing materials approved are; wood and PVC. All style and material must be approved by DRB. No chain link.

j. No Pollution or Environmental Hazards

No owner of any lot shall undertake or permit to be undertaken any activity or construct any improvement or install any equipment which shall pollute the soils of any lot or create any pollution or allow the release of any hazardous waste into any water supply, including any well, ditch, reservoir or other water source. No fuel tanks or containers of petroleum products or any hazardous waste substances shall be allowed on any lot. All actions must be in accordance with all applicable laws, regulations of any applicable governmental authority.

3. Design Standards and Restrictions

a. Height Limitations

No dwelling or structure shall be constructed on any lot in excess of thirty five feet (35'), said thirty five feet (35') being measured from the median point on the finished grade to the median point of the highest roof pitch provided the DRB may restrict the height of any improvement to less than thirty five feet (35') in some areas in order to protect the viewsheds of other homeowners. Some right to allow higher structures w/approval.

b. Underground Utility Services

No overhead telephone, electrical service or other lines of any type may be constructed on any lot or may cross over any lot. All portions of telephone, electrical service or other utility lines, other than service pedestals, not located entirely within the enclosed portion of a residence must be buried beneath the surface of the ground. No external clothes lines accepted.

c. Driveways

All driveways shall be surfaced with concrete.

d. Garages

All residences must have at least a two (2) car garage. Style to match house. No storage of non-operable vehicles. The garage shall encourage the inclusion of storage space within said garage for the purpose of allowing the owner's vehicles to be parked in the garage rather than on the owner's driveway.

e. Minimum Floor Space for Residences

It is expected that residences intended for construction within Providence Crossing will exceed a minimum of the following square footage, excluding the floor area of garages and open air decks or patios (roofed or unroofed):

Ranch Style Home	1,250 sq. ft.
Split Foyer Home	1,000 sq. ft.
Two Story Homes	1,100 sq. ft main floor 500 sq. ft. second floor
Tri-level Home	600 sq. ft. per floor

f. Roofs

All residences at Providence Crossing will have pitched roofs with a minimum pitch of four feet in 12 and a maximum pitch of 10 in 12. As a rule, no portion of a structure (except for chimney elements) may exceed a true vertical height of Two and One-Half stories above original natural grade directly below.

g. Exterior Materials

All structures (including residences, garages, and all permitted outbuildings) shall be constructed on site and no pre-built, modular or moved-in structure shall be permitted. A combination of materials and/or finishes is encouraged. To ensure the general character of Providence Crossing, earth tones, natural finishes and off-white colors are the most appropriate. Suggested materials; natural stone, simulated, faux or stucco stone, brick, masonite, and hardi plank and those approved by DRB. Steel siding to be considered with approval of DRB.

h. Structures Prohibited for Residential Use

All lots shall be used for residential purposes. No commercial business of any kind is permitted, unless rezoned to accommodate 1 to 2 commercial buildings on Butler Speath.

i. Landscaping

All residences shall be landscaped fully within nine months after the residence is completed. A minimum of two trees, six (6') tall, in the front yard is required. The front yard must be lawned/landscaped within one month of construction completion, weather permitting. Landscaping must be maintained at all times. All plant material that dies must be replaced within a reasonable time period. Underground sprinklers preferred.

j. Setback Lines

The construction of all residences and other improvements shall observe the setback lines and easements as per city of Gillette zoning codes.

k. Amendment

These covenants may be amended by Declarant at any time before Declarant has sold eighty percent of the lots in the subdivision. Once eighty percent of the original lots in the subdivision have been sold and conveyed by Declarant, these covenants may be amended or altered with the approval of 80% of the lot owners. Each lot will be given one vote.

l. Miscellaneous

(a) These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty-five years from the date of this Declaration. These covenants shall be automatically extended for successive periods of ten years unless an instrument signed by eighty percent of the then owners of the lots has been recorded, agreeing to repeal or amend these covenants.

(b) The Design Review Board, or any owner of any lot in the subdivision, shall have the right to enforce, by any proceeding of law or equity, all covenants now or hereinafter imposed by the provisions of this declaration against any person or persons attempting to violate or actually violating the covenants. This is in force as a means of preventing violations and collecting damages from violations committed. Liquidated damages will be assessed in the amount of \$25.00 per day of the existing violation until the violation is cured. Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner (s), homeowner (s), or land owners association, or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced. The Design Review Board, or any owner of any lot in the subdivision is in no way responsible for any attorney's fees or any other expenses incurred by the violating lot owner in defending the action.

(c) If the City of Gillette imposes any limitations on the use or development of these lots which is more restrictive than the restrictions imposed by these covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these covenants.

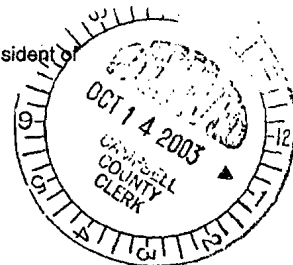
(d) Invalidation of any one of these covenants by judgment or court order shall in no way effect the validity of any of the other provisions of these covenants, which shall remain in full force and effect.

State of Wyoming
County of Campbell

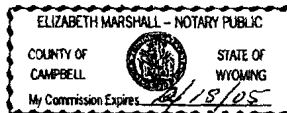
The foregoing instrument was acknowledged before me by Valorie J. Elliott, the President of Providence Crossing LLC., this 14th day of October, 2003.

Valorie J. Elliott

Valorie J. Elliott, President of Providence Crossing LLC.



Witness my hand and official seal.



Elizabeth Marshall
Notary Public

STATE OF WYOMING } ss.
Campbell County

Filed for record this 14th day of October A.D., 2003 at 1:00 o'clock P. M. and recorded in Book 1917
of Photos on page 154-157 Fees \$ 17.00

Quentin Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By *Samuel Angler*
Deputy

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