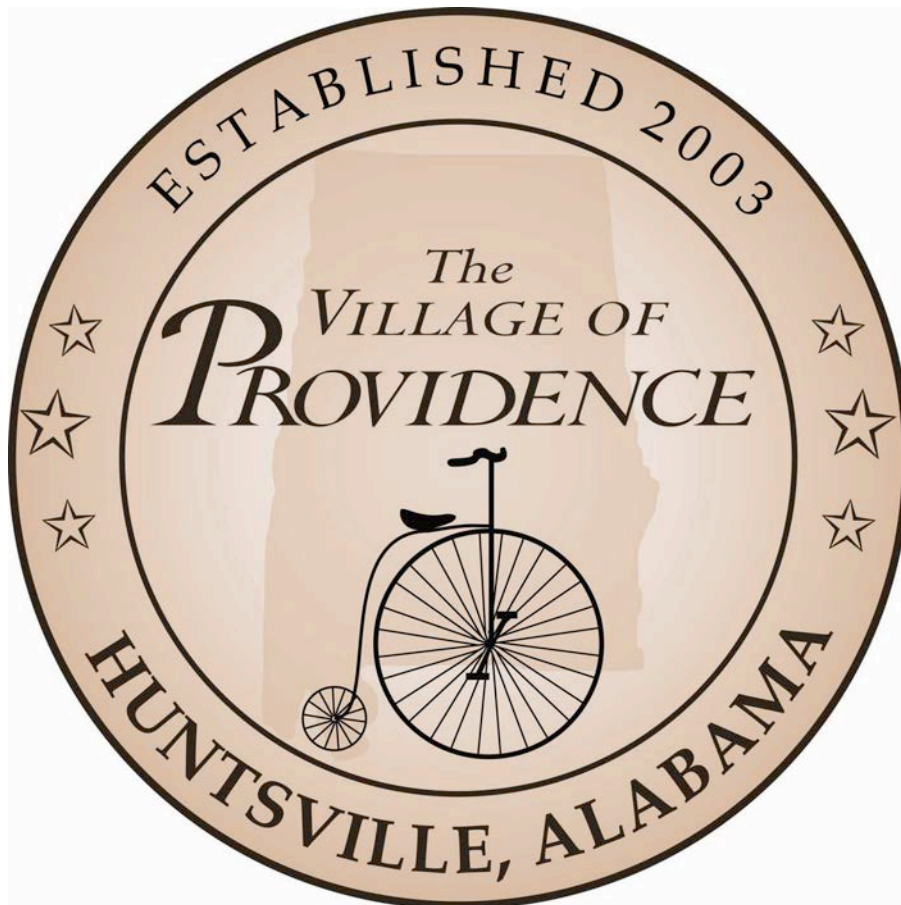


8  
*Village of Providence Rules  
and Regulations*





# PROVIDENCE

## A Traditional Village

### RULES AND REGULATIONS

The Town Founder and the Providence Design Review Board have adopted these Rules and Regulations (the “Rules and Regulations”) in order to maintain the aesthetics and lasting quality of Providence as well as to ensure the long-term viability and the value of all Improvements constructed within Providence. Providence is a tradition neighborhood development where neighbors live, work and play together in mutual respect of each other to build a community with pride. Each Owner and Occupant and their respective guests will be bound by all of the terms and provisions set forth herein, as well as all amendments hereto.

These Rules and Regulations are referred to in, and constitute a part of, the Providence Declaration of Easements, Covenants and Restrictions dated as of April 1<sup>st</sup>, 2003 and recorded as Book 1043 page 0936-0993 in the Office of the Judge of Probate of Madison County, Alabama (the “Declaration”) and any amendments thereto. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.* These Rules and Regulations are in addition to all of the terms and provisions set forth in the Declaration. In the event of any conflict or ambiguity between the terms and provisions set forth herein and those set forth in the Declaration, then, except as otherwise expressly provided herein to the contrary, the terms and provisions of the Declaration shall at all times control. These Rules and Regulations may be amended at any time and from time to time by the Board in the manner provided in Section 9.04(a) of the Declaration.

1. **PLAN APPROVAL.** No Buildings or other Improvements, including exterior building or landscape modifications of any nature whatsoever shall be constructed on any Parcel unless the plans and specifications for such Building or other Improvements have been approved in writing by the Providence Design Review Board. Furthermore, any home or other improvements to be constructed on the Property must be constructed by a member in good standing of the Providence Builders Guild or by a builder who has been approved to build on the Property by the Providence Design Review Board. Any such approval granted to an individual builder shall not be construed as approving that particular builder to be a participant of the Providence Builders Guild. As a condition to approving any builder who is not in the Providence Builders Guild, such builder will be required to pay to Providence Properties, LLC a 5% marketing and inspection fee, which is substantially similar to the marketing and inspection fees

paid by members of the Providence Builders Guild. It is the responsibility of the purchaser to provide Providence Properties with a copy of the construction contract prior to commencement of construction for the purpose of calculating the marketing and inspection fee, which shall be calculated by adding the total cost of construction plus the original cost of the lot and multiplying the sum by .05. Payment is due and payable by the purchaser or builder prior to the issuance of an approval by the Providence Design Review Board, which is a requirement before the commencement of construction.

2. **UNDERGROUND UTILITIES.** All utility lines, pipes, conduit and wiring for electrical, gas, telephone, water, sanitary sewer, cable television, security and any other utility service for any portion of Providence shall be installed and maintained below ground; provided, however, that the foregoing shall not be applicable to temporary above-ground utility lines, conduit and wiring utilized during the construction of any Improvements on a Lot. No exposed wiring or conduit for utility lines shall be installed along the outside walls or on the roofing of any Building.

3. **LANDSCAPING AND TREES.** Except to the extent provided to the contrary in the Landscaping Regulations, which constitute part of the Providence Design Code, or unless otherwise approved in writing by the Providence Design Review Board, the following shall be applicable to all Lots:

(a) No trees having a trunk diameter of two (2) inches or more at a point six (6) inches above ground level may be cut, removed or mutilated without first obtaining the prior approval of the Providence Design Review Board; provided, however, that the foregoing shall not be (i) applicable to the cutting and removal of any trees situated within five (5) feet of the foundation of any Building or any driveways for a Lot, (ii) deemed to prohibit the cutting and removal of any dead or diseased trees on a Lot or (iii) applicable to the Town Founder. The provisions of this Paragraph 3(a) shall be applicable at all times, including, without limitation, at the time of construction of a Building on a Lot and after completion of construction of a Building on a Lot.

(b) Each Owner shall, to the extent practicable, incorporate into the landscaping plan for his or her Lot the natural flora existing on such Lot. In addition, with respect to any Lots which abut any creeks or streams within Providence, the Owner of each such Lot shall take such steps which would, to the greatest extent practicable, preserve the existing trees, flora, wild flowers and natural environment in and along such creeks and streams. The Providence Design Review Board may from time to time promulgate rules and regulations adopting an approved list of flora, which must be utilized on any Lot, which rules and regulations may also prescribe that a minimum dollar amount be established and utilized as a landscaping budget for each Lot.

(c) The front and side yards on each Single-Family Residential Lot shall be sodded. At a minimum, 40% of the front yard, 25% of the side yard and 25% of the alley yard of each Single-Family Residential Lot shall be planted with landscaping materials other than sod or grass. Sod or grass shall be either Zorro Zoysia or Fescue. Bermuda is strictly prohibited in the Village. Eighty percent (80%) of the foundation plants (*i.e.*, plants planted adjacent to or along the exterior of a Dwelling Unit) must be evergreen. Permitted mulch shall be natural or brown pine bark or pine straw. Colored mulch is strictly prohibited. In addition, each Owner is responsible for replacing street trees that become diseased or die. Said trees shall be replaced with the same species and shall be a minimum of 4-inch caliper. If said trees split a property line in any way, the Owner of each property shall be responsible for splitting the cost of the replacement. In addition, the Providence Design Review Board may promulgate additional landscaping requirements for each Single-Family Residential Lot.

(d) All front and side yards of any Lot which are visible from any Common Roads (other than alleys) or walkways (sidewalks) adjacent to any Common Roads shall be landscaped in accordance with the Landscaping Regulations for Providence. All such front and side yard landscaping shall be completed no later than the date of occupancy of any Building situated on such Lot and shall thereafter be maintained in accordance with the Landscaping Regulations for Providence.

(e) No plant materials shall be placed or permitted to remain on any Lot if the same would interfere with or obstruct traffic sight-lines for any of the Common Roads. The determination of whether any such obstruction exists shall be made by the Providence Design Review Board, whose determination shall be final, conclusive and binding on all Owners.

(f) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same unless otherwise approved in writing by the Providence Design Review Board. No bird baths or feeders, wood carvings, plaques, other types of home crafts, fountains, reflectors, flag poles, statues, lawn sculptures and/or ornaments, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses or other fixtures and accessories shall be placed or installed on or within the front or side yards of any Lot which would be visible from any Common Roads (other than alleys) unless otherwise approved in writing by the Providence Design Review Board.

(g) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot if the same would be visible from any Common Roads (other than alleys).

(h) No Owner shall allow the turf on his or her Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground, unless such turf grass is horticulturally intended from growth in excess of six (6) inches in height.

(i) Temporary or holiday decorations (*e.g.*, Christmas trees and lights, pumpkins, Easter decorations) shall not be placed or installed on any Lot or on the exterior of any Improvements on a Lot earlier than 45 days prior to the date of such holiday and shall be promptly removed no later than 30 days following the date of such holiday. In no event shall any temporary or holiday decorations remain on any Lot or on the exterior of any Improvements on a Lot for more than 75 consecutive days in any calendar year.

4. **ROOFING.** The Providence Design Review Board shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Building. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or any Improvements thereto. All plumbing and heating vents, stacks and other projections of any nature on any roof shall (*i*) be painted the same or a compatible color as the roofing material used for such Building and (*ii*) to the extent practicable, not be visible from any of the Common Roads (other than alleys). No projections of any type shall be placed or permitted to remain above the roof of any Building except for approved chimneys, chimney pots, vent stacks and ridge vents.

5. **EXTERIOR LIGHTING.** No exterior flood lighting is allowed on any Lot. All exterior lighting on any Lot, including, without limitation, free standing lighting, must conform to the requirements of the Providence Design Code and in no way shall such lighting create an annoyance to any adjoining Lot. Rope, neon, black lights and fluorescent lighting is not acceptable exterior lighting in Providence. With respect to all Lots which abut alleys, the Owner of each such Lot shall install and maintain on the alleyway side of the garage situated on such Owner's Lot incandescent lighting utilizing photo cells which automatically switch such lighting on and off (which shall not be individually operable by Owners) or such other lighting and switch operations required from time to time by the Providence Design Review Board. The Providence Design Review Board shall have the right to adopt an approved listing of specific light fixtures as well as levels of illumination which must be used for exterior lighting on all garages.

6. **PARKING AND ALLEYS.**

(a) Each Lot shall satisfy the minimum parking requirements set forth in the Providence Design Code.

(b) Garages are permitted only as provided in the Providence Design Code. Notwithstanding anything provided in the Providence Design Code to the contrary, any Single-Family Residential Lot (other than a Live/Work Unit, Condominium Unit or a Bed & Breakfast Unit) which is located on an alley must have a rear entry garage or a garage that is entered from the alley. All garages must be equipped with garage doors. Garage doors shall be constructed of such materials as are approved by the Providence Design Review Board. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the Providence Design Review Board. Garage doors may open directly onto a street subject to the following requirements: (i) garage doors and driveways for each Lot within any of the Single-Family Residential Areas shall be staggered so that the garage door and driveway for any Dwelling Unit located directly across the street from such Lot shall not be located in the same location and (ii) front opening garage doors must be approved in writing by the Providence Design Review Board. All automobiles owned or used by the Owner or Occupant of any Dwelling Unit and their respective family members shall be parked in such garages to the extent that garage space is available and garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

(c) In no event shall any automobiles or other vehicles, machinery or equipment be parked or left unattended on or within (i) any areas of a Lot which are not paved driveways or enclosed garages or (ii) any of the Common Areas; provided, however, that (1) parking within designated parking areas on the Common Roads shall be permitted; and (2) no parking shall be allowed within any of the alleys within Providence.

(d) No portion of any Lot or Parcel may be utilized to provide access, ingress to or egress from any property outside the boundaries of the Property without the express prior written consent of the Providence Design Review Board, which consent may be withheld by the Providence Design Review Board in its sole and absolute discretion.

(e) No vehicles or other personal property of any Owner shall be parked or allowed to remain in any of the alleys within Providence.

## 7. WINDOWS, WINDOW TREATMENTS, DOORS AND SHUTTERS

(a) Reflective glass shall not be permitted on the exterior of any Building. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(b) The Providence Design Review Board may adopt guidelines for the types of windows and materials from which windows may be constructed on any Building. Burglar bars or doors (including

wrought iron doors) shall not be permitted. Wooden screen doors and wooden storm doors may be used on any Building subject to the written approval of the same by the Providence Design Review Board, however in no case will such be approved on any front door. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on any Building. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not acceptable window treatments. All curtains installed must be lined with a white or off-white lining. All plantation shutters, mini-blinds or other such approved window covering shall be white or off-white in color when viewing from the exterior, unless approved in writing by the Providence Design Review Board. No screens shall be visible from any road except alleys.

(c) Shutters shall be black or dark green in color. Although very rare, other dark colors may be approved by the Architectural Review Board only if appropriate to the particular style of the building. An example of such an exception to the black or dark green color would be a bungalow with red windows, in which case a red shutter to match the window would be the appropriate color.

8. **MAILBOXES.** Mailboxes for all Dwelling Units shall be located in such locations as approved by the Providence Design Review Board. All mailboxes shall be of the type, design, color and location as may be established in the Providence Design Code or approved by the Providence Design Review Board. In lieu of mailboxes, the Town Founder or the Association may (but without any obligation) provide within any of the Common Areas a kiosk or community mail center.

9. **UTILITY METERS AND HVAC.** All electrical, gas, telephone and cable television meters shall be located on each Lot so as not to be visible from any of the Common Roads (other than alleys). No window mounted heating or air conditioning units or window fans shall be permitted on the exterior of any Buildings unless otherwise approved by the Providence Design Review Board. All HVAC equipment and gas meters shall be screened with either evergreen landscaping or fencing approved by the Providence Design Review Board.

10. **SATELLITE DISHES AND ANTENNAE.** No satellite dishes shall be allowed on any Lot or any Improvements thereto; provided, however, that one (1) satellite dish no more than two (2) feet in diameter may be installed on a Building so long as (a) the same is not visible from any Common Roads (other than alleys), (b) appropriate landscaping screening approved by the Providence Design Review Board must be utilized to screen any satellite dish from view from any alleys and (c) the location of such satellite dish is approved by the Providence Design Review Board. No radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or any Improvements thereto unless the same is (i) contained entirely within the interior of a Building, (ii) not visible from any Common Roads (other than alleys) or any adjacent Lot and (iii) approved by the Providence Design Review Board. No radio or television



signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or any Improvement thereto which may interfere with the reception of radio or television signals within Providence or any other real property situated in close proximity to Providence.

11. **DRIVEWAYS AND SIDEWALKS.**

(a) All front-loading driveways (*i.e.*, driveways that connect directly to a Common Road other than an alley) shall be constructed of materials approved by the Providence Design Review Board. To the extent any Owner or Occupant or any of their respective builders, contractors, subcontractors, agents, employees, guests or invitees damage or destroy any of the Common Roads or any sidewalks, curbing or retaining walls within Providence which constitute part of the Common Areas or Common Roads, then the Owner of such Lot shall promptly cause, at his, her or its sole cost and expense, such damaged Common Roads, sidewalks, curbing or retaining walls to be repaired and replaced in accordance with any and all requirements of the Association and the City of Huntsville.

(b) All driveways and sidewalks shall be paved; chert, gravel and loose stone driveways and sidewalks are prohibited; provided, however, that gravel and loose stone walkways at the rear of a Lot and which are not visible from any Common Roads shall be allowed if approved by the Providence Design Review Board.

12. **OUTDOOR FURNITURE, RECREATIONAL FACILITIES AND CLOTHESLINES.**

(a) No interior furniture or furnishings (*i.e.*, sofas, appliances, etc.) shall be allowed on the front porches of any Dwelling Unit or outside of any other Building constructed on a Lot; however, except as set forth below, porch swings, rocking chairs, gliders and other types of outdoor furniture, including wicker furniture, shall be allowed. Notwithstanding the foregoing, no molded plastic furniture or furnishings shall be allowed on the front porches of any Dwelling Units. All front porches must be kept in a neat and orderly condition at all times.

(b) Wood piles, free-standing playhouses, tree houses, children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational or play equipment and appurtenances shall be located (*i*) so that the same are not visible from any of the Common Roads (other than alleys) or any of the creeks or streams within Providence and (*ii*) in a location approved in writing by the Providence Design Review Board.

(c) Basketball backboards shall be located, to the extent practicable, so as not to be visible from any of the Common Roads (other than alleys).

(d) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

(e) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the side or rear of a Dwelling Unit but only to the extent that the same is not visible from any of the Common Roads (other than alleys), unless approved in writing by the Providence Design Review Board.

(f) American flags may be displayed at any time so long as the same are of reasonable size, as determined by the Providence Design Review Board in its sole discretion, and are properly displayed. Any other flags may be maintained on a Lot or any Dwelling Unit for not more than 30 consecutive days during any 365-day period. Banners are not permitted.

(g) Any weathervanes to be installed on a Building must be approved by the Providence Design Review Board.

13. **FENCES.** No chain-link fences shall be allowed within Providence. All other fences shall be constructed of such materials, at such heights and in such locations as approved by the Providence Design Review Board. All wood or iron fences shall be painted and remain the color specified on the original submittal to the Providence ARB. No fencing shall be permitted in the Commercial area unless approved by the Providence Design Review Board.

14. **MINIMUM CEILING HEIGHTS.** The minimum ceiling height for the main (street level) floor of any Single-Family Residential Unit shall be 10 feet.

15. **PETS AND ANIMALS.**

(a) No animals, livestock, reptiles, snakes, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot, Parcel or any Improvements thereto; provided, however, that (i) not more than four (4) dogs or cats (or any combination of dogs and cats not exceeding four (4) in the aggregate) may be kept and maintained on or within a Lot or Dwelling Unit so long as they are not kept for breeding or commercial purposes and (ii) the foregoing shall not be deemed to prohibit fish, turtles and similar water creatures from being maintained in fish tanks within any Dwelling Unit or hamsters, small birds and similar animals from being maintained in cages within any Dwelling Unit so long as (1) they are not kept for breeding or commercial purposes and (2) such animals do not create a nuisance or annoyance to the Owners or Occupants of any adjacent or adjoining Lots or Parcels. Notwithstanding the foregoing, the Providence Design Review Board and the Association shall have the right to further restrict the number of pets and animals within Condominium Units, Multi-Family Units, Live/Work Units and Commercial Areas of Providence.

(b) Any structure or area for the care, housing or confinement of any pet (including, without limitation, dog houses, dog runs and other confined areas and spaces) shall be screened from view from any Common Roads (including alleys) utilizing appropriate landscaping as approved by the Providence Design Review Board, shall be located at the rear of a Lot, and shall be constructed of materials and of a size approved by the Providence Design Review Board.

(c) Dogs shall not be allowed to roam unattended within Providence; all pets must be kept and maintained within either the Dwelling Unit or Building situated on a Lot or within fenced or walled areas on a Lot, as approved by the Providence Design Review Board, or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot of any other Owner, on or within the right-of-way of any of the Common Roads or on or within any portion of the Common Areas and the Owner of such pet shall immediately remove and properly dispose of the same. Each Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Occupant.

(d) Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any of the laws, statutes, ordinances, rules or regulations of any applicable Governmental Authority with respect to any pets or other animals maintained by such Owner or Occupant on or within or upon any Lot or any Improvements thereto or within any other portion of Providence, then enforcement of such laws, statutes, ordinances, rules and regulations shall be solely by the applicable Governmental Authority and not the Association.

(e) No pet shall be allowed to make an unreasonable amount of noise or become a nuisance, as determined by the Owner of any adjacent Lot. The Association, acting through the Board, may from time to time and at any time adopt additional regulations concerning the type and size of pets, including, specifically, the right to prohibit certain breeds or types of dogs which may create any actual or perceived danger or fear for other Owners and their family members. Furthermore, the Association may, in its discretion, require that all pets be registered with the Association, that a one-time registration fee be paid for each pet and that photographs of pets be provided to the Association.

(f) To the extent any violation of any of the terms and provisions of this Paragraph 15 is not timely and properly remedied by an Owner within two (2) days following the giving of written notice of such violation by the Association to such Owner, then, notwithstanding anything provided to the contrary in these Rules and Regulations or Section 9.05 of the Declaration, the Association shall have the right to exercise any and all legal and equitable remedies available to the Association or any of the other rights and remedies specified in the Declaration and, pursuant to the provisions of Paragraph 39(b) of these Rules and Regulations, all costs and expenses incurred by the Association in connection therewith shall be paid by the Owner who has violated the terms and provisions of this Paragraph 15.

16. **TRASH, RUBBISH AND NUISANCES.**

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of Providence nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Parcel or any Improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Parcels within Providence or any other real property in close proximity to Providence. Noxious or offensive activities shall not be carried on in or from any Lot or any Improvements thereto or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or any Improvements thereto which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of Providence or be in violation of any applicable Governmental Regulations. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices (other than speakers which do not create a nuisance or a sound level which becomes an annoyance to the Owners of any adjacent Lots), other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or the Improvements thereto or other portion of Providence without the prior written consent of the Providence Design Review Board; provided, however, that the foregoing shall not apply to the Town Founder or to the use of any of the foregoing devices within any of the recreational areas, if any, which constitute part of the Common Areas or within any of the Commercial Areas.

Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his or her Lot or on any other portion of Providence shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) Trash, garbage and any other refuse or waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. With respect to all Lots which abut alleys, all trash containers shall be stored inside the garage of such Lot or directly outside of and adjacent to such garage in a screened area utilizing fencing or landscaping as a screening material as approved by the Providence Design Review Board. With respect to all other Lots, trash cans and containers shall at all times be kept at the rear of the Lot or inside a Dwelling Unit and shall be screened from view from all Common Roads (and alleys) and all adjacent Lots by appropriate landscaping or fencing approved by the Providence Design Review Board; provided, however, that trash cans and containers may be moved to the side or front yard of any Lot on trash collection days so long as such trash cans and containers are removed from the front and side yard promptly after trash has been collected.

(c) No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Parcel unless the same is undertaken (i) in strict accordance with all applicable Governmental Regulations and (ii) with the prior written approval of the Association. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any Governmental Regulations with respect to the outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials, then enforcement of such Governmental Regulations shall be solely by the applicable Governmental Authority and not the Association. The provisions of this Paragraph 14(c) are not applicable to the Town Founder.

17. **RECREATIONAL VEHICLES, MACHINERY AND EQUIPMENT AND COMMERCIAL VEHICLES.**

(a) Mobile homes, motor homes, trailers of any kind, campers, trucks (other than pick-up trucks) vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment (other than bicycles) shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a wholly-enclosed

structure, with roofing and doors, on such Lot. Any such enclosed structure must be approved by the Providence Design Review Board. Neither the Common Areas nor the Common Roads (including alleys) shall be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Town Founder. The Town Founder or the Association may, but without obligation, designate a specific area within Providence for the storage of any of the foregoing vehicles, recreational vehicles, machinery and equipment for use by all Owners. The Town Founder and the Association, acting through the Board, shall have the right, in their sole and absolute discretion, to determine the location, if any, of any such storage area. Any Owner who utilizes such storage area, if any, shall do so at the sole risk and expense of such Owner and shall and does hereby waive, release and forever discharge the Town Founder, the Association, the Board and their respective officers, directors, members, managers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns, of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of any loss, theft, damage or injury to person or property, including death, suffered, paid or incurred by any such Owner as a result of the storage of any of the foregoing described vehicles, recreational vehicles, machinery or equipment in such designated areas.

(b) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the operation, use or maintenance of mobile homes, motor homes, trailers of any kind, campers, trucks (other than pick-up trucks) vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment within Providence. No all-terrain vehicles or motorized go-carts shall be allowed to be operated on any of the private streets within Providence.

(c) Any vehicle which is inoperable shall be immediately removed from Providence. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of Providence. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Town Founder.

(d) Vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors are prohibited from being parked on any Parcels within the Combined Residential Areas or within any of the Common Areas, except in wholly-enclosed garages or other structures located on a

Lot or in areas which may be designated by the Board as parking areas for such vehicles. Notwithstanding the foregoing, (i) the foregoing provisions shall not be applicable to any of the Commercial Areas or to the Town Founder and (ii) any other trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily within parking areas or spaces within the Common Areas during normal business hours for the purpose of providing services to any Parcel and any Improvements thereto; provided, however that (1) no such vehicle shall be authorized to remain on the Common Areas or Common Roads overnight other than in parking areas designated by the Providence Design Review Board and (2) such vehicles shall only be parked in designated parking areas.

18. **SIGNAGE.** No signs or advertising posters of any kind (other than one (1) “for sale”, “sold” or “for rent” sign in size and color designated and authorized by the Providence Design Review Board) shall be maintained or permitted on any Lot or within any windows or on the exterior of Improvements to any Lot or elsewhere on any portion of Providence without the express written permission of the Providence Design Review Board. The Providence Design Review Board requires that a standardized “for sale”, “sold” and “for rent” signs and posts be utilized within Providence and may require that a use fee be paid for the use of such standardized sign posts. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may from time to time be determined by the Providence Design Review Board, in its sole and absolute discretion. Political signs are prohibited in the Providence. Notwithstanding the foregoing, the restrictions set forth in this Paragraph 18 shall not be applicable to the Town Founder or to any signs erected pursuant to Paragraph 21(b) below.

19. **ABOVE OR BELOW GROUND TANKS.** No exposed above-ground tanks for the storage of fuel, water or any other substances shall be located on any Parcel or within any of the Common Areas. No private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Parcel without the prior written consent of the Providence Design Review Board. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Town Founder.

20. **TEMPORARY STRUCTURES.** No temporary house, trailer, shack, tent, barn, shed, storage shed, utility building, portable building, stable, poultry house or yard, rabbit hut, tree house, barricade, fencing or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Parcel; provided, however, that the foregoing shall not be deemed to prohibit (a) any detached garages or other Buildings which are approved in writing by the Providence Design Review Board, (b) dog houses for not more than three (3) dogs so long as such dog houses are visibly screened from view from all Common Roads (other than alleys) and all adjacent Lots, (c) tree houses which are approved in writing by the Providence Design Review Board, (d) temporary structures for social functions as may be permitted by the

Board, including, without limitation, tents, sheds, portable toilets and other outbuildings utilized during any art festivals, craft fairs, street parties or other special events approved by the Board, (e) kiosks, push carts and other temporary structures within any of the Commercial Areas and (f) construction trailers and/or sales offices of the Town Founder.

21. **CONSTRUCTION OF IMPROVEMENTS.**

(a) During the construction of any Improvements on a Lot, (i) all portions of such Lot shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any of the Common Roads and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside Providence at least weekly. Used construction materials may be burned on-site only in accordance with the laws, ordinances, codes, statutes, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot or any other portion of Providence. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any of the Common Roads. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements on a Lot prior to such vehicles traveling on any of the Common Roads.

(b) During the initial construction of any Improvements to a Lot, one (1) sign, in size and color to be approved by the Providence Design Review Board, may be posted on a Lot at a height not to exceed five (5) feet from the ground level advertising the Lot or Improvements thereon for sale or lease or containing information identifying OSHA requirements, the architect, contractor or builder of such Improvements and the type of structure being built on such Lot. No other signage, banners, flags or advertising posters shall be allowed on any portion of Providence. No signage shall be attached, nailed or otherwise adhered to any tree or other flora.

(c) During the construction of any Improvements, construction equipment and the vehicles of all contractors, subcontractors, laborers, materialmen and suppliers shall (i) not park within any of the Common Areas (other than the Common Roads), (ii) not interfere with or block vehicular or pedestrian access through and upon the Common Roads or any of the Common Areas, (iii) enter the Parcel only from the alleyway to the extent such Parcel abuts an alleyway and (iv) not damage trees or other vegetation on such Parcel which are to be preserved. No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any of the Common Roads (including alleys) or any of the Common Areas. Upon completion of construction of any Improvements on any Parcel, all construction machinery, tools and equipment, all unused construction



materials and all trash, debris and rubbish shall be immediately removed from the Parcel and such Parcel and all Improvements thereto shall be kept and maintained in a clean and uncluttered condition.

(d) The provisions of Paragraphs 19(a) through (c) above shall not be applicable to the Town Founder or any of its agents, employees or contractors.

(e) All Improvements to any Parcel shall be constructed in compliance with the Providence Design Code and all applicable Governmental Regulations. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Providence Design Code and all applicable watershed protection, soil erosion and other Governmental Regulations, both during and after completion of construction of any Improvements on such Owner's Lot.

(f) Each Owner or such Owner's builder or contractor shall provide on each Parcel upon which Improvements are being constructed (i) a dumpster for all used construction material, trash, debris and other rubbish generated from the construction of Improvements on such Parcel, which dumpster shall be emptied each time the same becomes full, (ii) a portable toilet which shall at all times be cleaned at regular intervals and (iii) silt fencing where required to control runoff and maintain clean and safe streets and alleys.

22. **SWIMMING POOLS AND TENNIS COURTS.** Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts may be constructed, installed and maintained on any Lot but only to the extent that the Providence Design Review Board has approved the same in writing and the construction of the same satisfy all restrictions and requirements imposed by the Providence Design Review Board with respect thereto. Above-ground pools shall not be permitted. The Providence Design Review Board shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water facilities and amenities and tennis courts within Providence.

23. **COMMON AREAS, RECREATIONAL AREAS AND FACILITIES.**

(a) The Common Areas, including any recreational facilities, lake, creek, stream or water feature, if any, provided for the use and benefit of all Owners and Occupants, are provided without lifeguards or other supervisory personnel and neither the Association nor the Town Founder shall provide any such lifeguards or supervisory personnel in connection with the utilization of any of the Common Areas or any such recreational facilities, lake, creek, stream or water feature, if any, by any person.

(b) The Owner of each Lot, for himself or herself and any Occupant of such Lot and their respective heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of a deed to such Lot, and each Mortgagee, by acceptance of a Mortgage encumbering any such Lot, for themselves and their respective successors and assigns, do hereby:

(i) Irrevocably and unconditionally waive, release and forever discharge the Town Founder, the Providence Design Review Board, the Association, the Board and each Governmental Authority and their respective officers, directors, members, managers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns (collectively, the “Released Parties”), of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of: (1) any loss, damage or injury to person or property, including death, as a result of any entry onto any of the Common Areas, including any recreational facilities, lakes, creeks, streams or water features, if any, by any such Owner, Occupant, Mortgagee or any of their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns; and (2) the rise and fall of the water level of any lake, creek, stream or water feature, including, without limitation, the flow of water onto and out of any such lake or water feature which could result in or cause damage, by flooding or otherwise, to any Improvements or any other personal property situated on any portion of such Lot or which would result in or cause any Improvements situated on or adjacent to any such lake, creek, stream or water feature to be unusable due to low or high water levels; and

(ii) Acknowledge and agree that: (1) none of the Released Parties or any other person or entity shall provide any lifeguard or any other supervisory personnel or assistance in the conduct of any activities on or about any of the Common Areas, including any recreational facilities and any lakes, creeks, streams or water features within Providence, if any; (2) the use of the Common Areas, including any recreational facilities and any such lakes, creeks, streams or water features, if any, by any such Owner or Occupant or any of their respective family members, guests, invitees or heirs, executors, personal representatives, administrators, successors and assigns, shall be at the sole risk and expense of the person or entity entering upon or using the Common Areas, including any such recreational facilities and any such lakes, creeks, streams or water features, if any; (3) none of the Released Parties or any other

person or entity shall be obligated to take any action to maintain a specific water level for any such lake, creek, stream or water feature on, within or adjacent to Providence; and (4) any lake, creek, stream and water feature on, within or adjacent to Providence and the recreational facilities, if any, as with any other body of water, pose a potential threat of life threatening harm and each Owner or Occupant and their respective family members, guests and invitees should exercise utmost care and safety precautions in and around any such lake, creek, stream, water feature or recreational facilities, if any.

24. **USE AND LEASING OF RESIDENTIAL DWELLINGS.** The leasing or rental of any Single-Family Residential Unit, any Condominium Unit or any Multi-Family Unit (collectively, a “Residential Dwelling”) shall be authorized subject to the following: (a) the lease must be for the entire Residential Dwelling (provided that a garage apartment on any Lot may be leased separately from the other Residential Dwelling situated on such Lot), (b) the lease must be for a term of at least six (6) months and (c) all Occupants of such Residential Dwelling shall at all times comply with the terms and provisions of the Declaration and these Rules and Regulations. The maximum number of persons who may reside overnight in any of the Multi-Family Units shall be equal to the product obtained by multiplying the number of bedrooms situated in such Multi-Family Unit by two and one-half (2-1/2). Residential Units may be used for any of the purposes authorized by the Providence Design Code or the Providence planned unit development plan filed with the City of Huntsville.

25. **BULLETIN BOARDS.** No notices, flyers or advertisements shall be posted on or within the Common Areas or the Common Roads, including any bulletin boards within or on any of the Common Areas of Providence, without the prior written approval of the Board.

26. **COMPLAINTS.** Complaints regarding any services or the condition of any portion of Providence shall be made in writing to the Board.

27. **CONTROLLED SUBSTANCES.** Controlled Substances (as defined by state and federal laws), other than those prescribed by a physician for medical reasons, are not permitted on or within any portion of Providence.

28. **DAMAGE TO PROPERTY.** All Owners will be held responsible for the conduct of their immediate family members and Occupants while on or within any portion of Providence and for their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the

Association or third parties for any damage to any of the Common Areas or to the property of any third party caused by such Owner or any Occupants of the Dwelling Unit of such Owner.

29. **DENIAL OF USE.** Each Owner acknowledges and agrees that the use of any of the recreational facilities, if any, which constitute part of the Common Areas shall be in common with all other Owners and Occupants and all others authorized by the Town Founder or the Association to use the same; provided, however, that as set forth in the Declaration, any Owner or Occupant who violates any of the terms and provisions of the Declaration or these Rules and Regulations may, subject to the terms and provisions of the Bylaws involving notice and an opportunity to be heard, have any and all use rights relating to such recreational facilities, if any, suspended or permanently revoked in the manner set forth in the Declaration. Notwithstanding anything herein, each owner agrees that any and all use rights relating to such recreational facilities, if any, shall be suspended or permanently revoked if any Owner is delinquent in the payment of dues, assessments, or other fees payable to the Providence Neighborhood Association, Inc.

30. **KEYS.** If any key or keys are entrusted by any Owner or Occupant to an employee of the Association, whether to any Improvements on an Owner's Lot or for any automobile, truck, vehicle or other item of personal property, the acceptance of such key or keys shall be at the sole risk of such Owner and neither the Board nor the Association shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting therefrom or connected therewith.

31. **FIREARMS AND FIREWORKS.** Firearms and ammunition are not permitted on or within any of the Common Areas of Providence. The use or discharge of any firearms within Providence is prohibited. The use or discharge of any fireworks within Providence is prohibited, unless undertaken in conjunction with an event approved in writing by the Association and all applicable Governmental Authorities.

32. **FLAMMABLE AND TOXIC SUBSTANCES.** No Owner or Occupant shall at any time bring into or keep on or within any portion of Providence any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Lot or any Improvements thereto; provided, however, the foregoing shall not be applicable to the Association in connection with the maintenance and operation of any of Providence or to the Town Founder in connection with the development of any portion of Providence or any real property owned by the Town Founder situated adjacent thereto or in close proximity therewith.

33. **RADIOS AND STEREOS.** No Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, compact disk or tape player, television, loudspeaker or other sound amplification device in or upon any Lot or any Improvements

thereto or any of the Common Areas if the same shall disturb or annoy any other Owners or Occupants of Providence. Between the hours of 10:00 p.m. and 9:00 a.m. of the following day, no music or other sounds produced by musical instruments, radios, stereos, compact disk or tape player, televisions, loudspeakers and other sound amplification devices shall be allowed on or within any of the Common Areas or be allowed to be generated or produced from any Lots or any Improvements thereto to the extent such sounds can be heard outside of the Improvements on such Lot during such hours. No construction repair work or other installation work involving noise shall be conducted in or upon any Lot except Monday through Saturday (not including legal holidays) and only between the hours of 7:00 a.m. and dusk, unless such construction or repair work is necessitated by an emergency. Notwithstanding anything provided herein to the contrary, the provisions of this Paragraph 31 shall not be applicable to the Town Founder, the Association or to any of the Commercial Areas or to any community events sponsored or approved by the Board or the Town Founder.

34. **LAWNMOWERS AND YARD MAINTENANCE EQUIPMENT.** No Owner or Occupant shall operate a lawnmower, edger, trimmer, leaf blower or similar yard maintenance equipment prior to 8:00 a.m. or after dusk.

35. **OBSTRUCTIONS.** No walkways, sidewalks, entrances or Common Roads within Providence shall be obstructed or encumbered or used for any purposes other than ingress or egress nor shall such areas be used for the storage of any personal property. Any personal property (other than vehicles) of an Owner or Occupant must be stored within (inside) the Improvements situated on a Lot.

36. **OWNERS WHO ARE NOT NATURAL PERSONS AND NON-OWNER USAGE.** Subject to the remaining terms and provisions of this Paragraph 36, to the extent any Owner is not a natural person, then such Owner shall designate one (1) natural person (and the immediate family members of such natural person) who shall be entitled to exercise and enjoy the rights of an Owner hereunder with respect to the Lot owned by such Owner. The use of any recreational facilities, if any, which constitute part of the Common Areas, shall be limited to the Owners of Lots within Providence, their immediate family members and not more than two (2) guests. The Association may charge additional fees for the use of the Common Areas by guests. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not apply to the Town Founder or any of the Town Founder's assignees.

37. **COMPLIANCE WITH GOVERNMENTAL.** Each Owner and Occupant shall at all times comply with all applicable Governmental Regulations of all applicable Governmental Authorities.

38. **WATER AND BOATING REGULATIONS.**

(a) No gasoline powered watercraft of any kind or nature, including, without limitation, jet skis and wave runners, shall be allowed on or within any lake, creek or stream. Notwithstanding the foregoing, the Town Founder and the Association may utilize electric or gasoline powered watercraft on any lake, creek or stream in performing any maintenance activities thereon.

(b) Water skiing, Jet skiing and similar activities on or within any lake, creek or stream within Providence are not permitted.

(c) Except for Improvements made by the Town Founder or the Association on or within any lakes, creeks or streams within Providence, no Improvements, including, without limitation, fences, docks, piers, bridges or gazebos, shall be built, erected, maintained or placed on or within any lake, creek, stream or wetland area within Providence by any Owner without the prior written approval of the Providence Design Review Board.

39. **ADDITIONAL REGULATIONS.** In addition to the restrictions set forth in this Declaration, (a) the Providence Design Review Board shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend the Providence Design Code in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, Lots and all Improvements thereto, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot, and (b) the Board shall have the right from time to time and at any time to adopt, modify and amend these Rules and Regulations in such a manner as the Board, in its sole discretion, determines to be appropriate, which modifications and amendments to these Rules and Regulations shall be binding on all Owners and all Lots.

40. **VARIANCES.** The Providence Design Review Board, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the provisions of these Rules and Regulations. Any variance request submitted to the Providence Design Review Board shall be in writing and, upon approval of the same by the Providence Design Review Board, shall be evidenced by a written variance executed by a duly authorized representative of the Providence Design Review Board.

41. **ENFORCEMENT AND REMEDIES.** In the event any of the provisions of these Rules and Regulations are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then, subject to the special enforcement rights set forth in Paragraph 15(f) above, the Association or the Providence Design Review Board shall each have the right, at their option, to (i) enjoin such violation or noncompliance and/or (ii) through their designated agents, employees, representatives and independent

contractors, enter upon such Lot or any Improvements thereto, and take all action necessary to extinguish or correct such violation or breach.

(b) All costs and expenses incurred by the Providence Design Review Board or the Association in enforcing any of the provisions of these Rules and Regulations, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Providence Design Review Board or the Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of these Rules and Regulations, shall constitute an Individual Parcel Assessment to such Owner pursuant to the terms and provisions of the Declaration and, if the same is not paid when due, shall be subject to the other rights and remedies provided in the Declaration. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Providence Design Review Board and the Association set forth in these Rules and Regulations shall not be deemed exclusive of any other rights and remedies which the Providence Design Review Board or the Association may exercise at law or in equity or any other rights and remedies specified in the Declaration.

42. **MISCELLANEOUS.** Providence is a private community with public infrastructure. The Common Areas, including, without limitation, the streets, sidewalks and parks, are private and are provided for the use and enjoyment of all Owners and Occupants and their respective guests. Providence is not a gated community and therefore is open to the public. The use of any of the Common Areas by the general public is subject to all rules and regulations adopted from time to time by the Board and must be monitored by all Owners and Occupants. No loitering, littering, soliciting, disturbances or abuse of the quiet enjoyment of the neighborhood of Providence by the general public will be allowed.

43. **YARD AND GARAGE SALES.** No yard or garage sales are permitted in Providence unless the same are approved by the Association. The Association shall have the right, in its sole and absolute discretion, to limit, restrict and prohibit any yard, garage, basement or other types of sales within Providence and to adopt additional rules and regulations, as well as charging fees, for any such sales.