

## **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PROVIDENCE SUBDIVISION**

By adoption of this plat, Buckhead Development, Inc., owner of all of the lots embraced herein. Hereby grants to BellSouth Telephone Company, Alabama Power Company, and Alabama Gas Corporation, their successors, or other appropriate public or quasi-public utilities, and assigns the easements along and over all of the lots and property reflected hereon together with the right to construct, install, operate and maintain, along said easement, all conducts, cables, translosures and other appliances and said facilities useful or necessary in connection therewith, for the underground transmission and distribution of electrical power, underground communication services, and natural gas service upon, under and across said easements. Also granted hereby is the right to install and maintain underground service laterals from said easements to serve the building or buildings on each lot herein.

By the adoption of this plat, Buckhead Development, Inc., owner of all of the lots embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising the said plat and upon all portions therein. These protective covenants shall run with the land and shall be binding on all parties or legal entities and on all persons or legal entities claiming under them for a period of twenty-five (25) years from the date of the records of this plat, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of the lots located herein, has been recorded, agreeing to change said covenants, in whole or in part. Enforcement of these protective covenants shall be by proceedings at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Said actions may be either to restrain violations or to recover damages therefor. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order, shall in no way effect any one of the other provisions or other portions thereof, which shall remain in full force and effect.

1. No lot shall be used except for single-family residential purpose. Notwithstanding the foregoing, the use of a home as a model home by any builder selling homes in the Providence Subdivision shall not be a violation of this provision.
2. No buildings or additions, thereto, shall be erected, altered, placed or permitted to remain on any lot without written permission from ARC herein other than one detached single family dwelling not to exceed two stories in height, except that a third story shall be permitted if it is designed in such fashion as to fit within the normal roof-line of a two-story structure in the area that would normally be considered attic area, with construction being subject to prior review and approval of the Architectural Review Committee as hereinafter set out (hereinafter referred to as the "ARC")
3. Each residence constructed on Lots 7-15 of Block-A within Plat – 1 shall have a minimum square footage of air conditioned and heating living area of at least 3000 square feet. Remaining lots in Block-A, B, and C shall have a minimum square footage of air conditioned and heating living area of at least

2800 square feet. This requirement is exclusive of open porches, attached garages, carports, or other non-living areas.

4. Each residence constructed within Block-D Plat-1 shall have a minimum square footage of air conditioned and heating living area of at least 2,400 square feet, exclusive of open porches, attached garages, carports or other non-living areas.
5. No building or addition thereto shall be erected, altered, placed on any lot until and unless the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the ARC, in all respects. All homes must have a roof composed of architectural shingles and a roof pitch that is approved by the ARC using the ARC guidelines. No cedar or wood shakes will be allowed. No metal windows allowed and all windows to be wood double-hung or approved windows. No aluminum, vinyl, wood or shake siding will be allowed. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback lines of said lot unless similarly approved by the ARC. The ARC must approve any and all aspects of any and all construction and Improvements on each lot within the plat herein set out. Each request for approval must be accompanied by two sets of plans for proposed construction, renovation, improvement or other action requiring ARC approval. The ARC will retain one set of plans and one set will be returned to the builder or lot owner. The ARC will establish its own requirements, procedures, policies, and time frames, which requirements shall be available, on request, to lot owners, their architects, or builders. All approvals by the ARC must be in writing, and dated, and must be signed by a minimum of one member of the ARC, and where plans and specifications are required, said approval should be reflected on a copy of the plans and specifications submitted to the ARC for approval. The ARC may, in its unrestricted discretion, reduce, increase or waive the approval fee in the event the approval sought is not for new home construction or a major renovation or addition and the ARC may periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than these protective covenants otherwise require. The ARC may set aside standards, building design and material standards, building construction standards, and standards that it deems appropriate (all such standards being sometimes referred to as "Architectural Review Committee Guidelines" or "Architectural Review Committee Guidelines for Providence Subdivision").<sup>1</sup> Approval of any plans shall not and does not constitute any representation or guaranty of safety or architectural Integrity, by the ARC, which instead, shall be the sole responsibility of each lot owner. For so long as the Declarant owns any lots in the subdivision, the Declarant shall appoint the members of the ARC. Thereafter, the members of the ARC shall be appointed by the Board of Directors of the Providence Subdivision Homeowners Associations, Inc.

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<sup>1</sup> This document and the document entitled "Architectural Review Committee Guidelines for Providence Subdivision" shall be referenced, utilized and harmonized together. It is intended that the information, guidelines and standards in each are consistent, one with the other and the same shall be interpreted with this injunction or admonition. However, in the event of a conflict, the Providence Subdivision Homeowners Association, Inc. shall be solely tasked with the responsibility of resolving any conflict or dispute. Moreover, any provision found or determined to be unenforceable shall be severed from the remaining provisions thereof and the remaining documents utilized in spite of the terms or provisions severed.

6. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on this recorded plat. No building shall be located nearer than twelve (12) feet to side lot lines in Block A, B, & C of Plat-1. For the purposes of this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under or above any other lot. No building in Block-D Plat-1 shall be erected nearer than ten (10) feet on one side and a zero lot line on the other side. No building shall be erected less than 30' to the rear property in Block A, B, & C of Plat-1. No building shall be erected less than 20' to the rear property line In Block-D of Plat-1.
7. The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than twelve (12) feet to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size at the minimum setback line to less than the minimum distance as required by plat on said line. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain and dwelling on both lots, then the side lot restrictions shall apply to only the extreme side of the combined lots.
8. Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on this plat The easement shall be maintained continuously by the owner of the respective lot, except for those improvement for which a public authority or utility company is responsible.
9. The owner of the lot within this subdivision will not erect or grant to any person, firm, or corporation the right, license, or privilege to erect or use, or permit the use of overhead wires, poles or overhead facilities of any type or kind for electrical, electronic communication, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution faculties enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lights where such is serviced by underground wires or cables.
10. No separate garages, out-buildings, metal storage buildings, pool houses, playhouses, or auxiliary structures of any kind or nature, except ornamental landscape structures, shall be erected or allowed to occupy any portion of any lot unless approved by ARC and no such building shall be constructed, used or occupied prior to the construction of the main house structure, except such as may be used in storing tools and materials for the construction of the main house. The ARC must approve any such structure in writing.

11. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood. No solicitation without prior approval of Providence Subdivision Homeowners Association.
12. No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, bam or other out-building or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.
13. No sign of any kind shall be displayed visible to the public view on any lot except one professional sign of not more than six square feet. In the case of advertising the property for sale or rent or in the case of signs used by the builder to advertise the property during the construction and sale period, one sign of not more than six (6) square feet of advertising shall be allowed on any lot. All builder and realtor signs will be obtained from company (to be designated by Buckhead Development) to ensure uniformity.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, or under any lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any lot.
15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise disturb the neighbors or the neighborhood.
16. Cyclone fences are not allowed. Certain wood, brick, and wrought iron fences will be allowed as approved by the ARC. Wood privacy fences are not to exceed six-foot planks. All planks to be dog-eared at the top, and will have to be shadow box style. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the corner intersection of said street lines. The same sight-line limitations shall apply on any lot within twenty (20) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances, areas or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines. Written permission must be obtained by adjoining lot owners before tying to existing fences.
17. Additional general covenants and restrictions:
  - a. **Garages.** Garages cannot open toward the street unless otherwise approved by the ARC. Garage doors must remain closed except when vehicles are entering and/or exiting the garage.

- b. **Vehicle Parking.** Vehicle parking in driveways and on the street in front of houses shall be limited to temporary parking of guests or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, personal water craft, snowmobiles, motorcycles, motor bikes and any other vehicle or any other description in the street, driveway, yards or residences, in front of the principal building setback lines, is specifically prohibited. Such vehicles must be stored in garages. Vehicle parking in grass shall not be permitted.
- c. **Use of Property.** No previously approved structure shall be used for any purpose other than that for which it was originally designed and approved. Any paint on the exterior of the home that is determined to be obnoxious to the ARC shall not be allowed by the Association, and will require homeowner to have removed or repainted with an accepted color.
- d. **Recreational Vehicles.** No boat, boat trailer, personal water craft, house trailer, horse trailer, trailer, camper, motor home or any similar item shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are housed in a carport or garage, or parked beyond the rear line of the home constructed on subject lot and otherwise screened so that said item cannot be seen from any adjoining street or the adjacent and surrounding property, and any such parking facility or area must receive prior approval of the ARC.
- e. **Commercial Trucks.** No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pickup and delivery.
- f. **Additional Remedies for Vehicle and/or Recreational Equipment Violations.** Any such vehicle or recreational equipment parked in violation of these or regulations contained herein or in violation of the rule and regulations now or hereafter adopted by the Association may be towed away by the Association, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment, nor to the respective lot owners, for trespass, conversion or otherwise, nor guilty of any criminal or quasi-criminal act by reason of such towing, and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy, which may exist whether at law, or in equity.
- g. **Vehicle Maintenance and Repair.** No vehicle maintenance or repair shall be performed on any vehicles upon any portion of the subject

property, unless performed in a garage, except in emergency situation. Notwithstanding the foregoing, all repairs to disable vehicles within the property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the property as necessary for the operation and maintenance of the common areas of the subdivision.

- h. **Accumulation of Refuse.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials used during the course of original construction of any approved structure, or any approved renovation, repair, or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed in the open on any day that a normal pickup is to be made, at such place on the property to provide access to persons making such pickup. At all other times, such containers shall be stored in such manner as that they cannot be seen from adjacent and surrounding property. The ARC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size shape, color, and type of containers permitted and the manner of storage of the same on the property.
- i. **Business Activity.** No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. The Board of Directors of the Association (hereinafter referred to as the "Board") in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect on surrounding property and the property owners, may permit the conduct of a professional or home industry within a residence located on the property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the adjoining property or adjoining property owners. This section may be interpreted to authorize or permit any commercial activity that is in violation of local statute or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determined that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, childcare center, kindergarten, learning center, musical instrument or voice training center, or other public building, including nonprofit or charitable institutional use.
- j. **Miscellaneous.** No wall or window air conditioning units or solar collectors shall be permitted except with the prior written consent of the ARC. Basketball goals or swing or ring sets, i.e., jungle gyms, shall not be erected unless they are not visible from the street. No satellite

dishes larger than 24" in diameter shall be erected, and those must not be visible from the street.

- k. **Pipes and Clotheslines**. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view except hoses and movable pipes used for temporary irrigation purposes.
- l. **Real Estate Office or Subdivision Office**. The declarant and any builder of homes within the Providence Subdivision may, in the declarant's or builder's sole discretion, use any lot within Providence Subdivision for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office, or model home, and as such the same shall not be subject to terms, provisions and requirements of these covenants until such time as all other lots within Providence Subdivision have been sold and upon that occurrence said lot and building constructed thereon shall, as soon as reasonably possible and to the extent reasonable and economically practical, be brought into compliance with these covenants.
- m. **Machinery**. No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.
- n. **Mailboxes**. The design of all mailboxes has been pre-selected by the ARC. The homeowner or contractor is responsible for purchasing the pre-selected mailbox from the company listed below. Homeowner shall install and maintain said mailbox in an appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARC. Any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mailbox from the Association. Mailboxes to be purchased from:  
  
QUALITY MAILBOXES & STREET SIGNS BY IMPERIAL, INC.  
OFFICE: (334) 285-6601  
CELL: (334) 657-5215 WALTER VEST
- o. **Authorized Use and Exceptions**. Notwithstanding other provisions herein, each residence located within subject property shall be used as only a single-family residence and subject to all other requirements hereunder, but, the ARC may authorize any lot owner, with respect to his or her residence, to temporarily use same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to these covenants. In all such instances, approvals and exceptions by the ARC must be in writing and each case and each

request shall be reviewed on its own merits and the ARC shall have unrestricted discretion and neither the granting of similar request for other lot owners nor the approval and consent of adjoining lot owners shall in any way be a determinative influence on the decision of the ARC.

p. **Prohibited Uses.** No person shall, without the written approval of the Association or the ARC, as the case may be, do any of the following on any part of the subject property or the common areas:

- a. Permit the running of animals except when on a lease;
- b. Fell any trees or injure or damage any landscaping within the "common areas";
- c. Interfere with any drainage, utility or access easement;
- d. Build any structures, recreational or other common facilities other than those approved by the ARC;
- e. Discharge any liquid or other materials other than natural water drainage into any water course in violation of any federal, state, county, or municipal law or regulation;
- f. Interfere with any water control structures or apparatus;
- g. No trees over 4" in diameter can be cut other than to allow for house slab and/or driveway unless ARC gives written approval;
- h. Nor shall any person violate any rules and regulations that may be established by the Association governing use of common areas or the rules and requirements that are established by the ARC.

18. In order to beautify said subdivision for the benefit of all lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any lot within such subdivision will commence construction of any house on any lot until such owner:

- a. Notifies the utility company
- b. Grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service laterals on each lot; and
- c. Provides at his, her, or its own expense, and in accordance with specifications to be furnished by utilities, all excavating, trenching and backfilling, which said utility company request in



connection with the installation of the underground service or service laterals on each lot.

19. When electrical services are requested and supplied by Alabama Power Company (hereinafter referred to as "APC") from an underground system, the cost of trenching and backfilling from the front property line to the metering point will be the responsibility of the Developer owner as long as trenching is run parallel to property line and not diagonally across the lot. No overhead wires, poles or overhead facilities for any kind of electrical, telephone or cable service or other utility shall be permitted on any part of said property except at those places where overhead distribution facilities are necessary to provide system capacity of APC underground system. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables. A perpetual ten (10) foot exclusive easement is reserved to APC, its successors and assigns, or each service lateral extending from the front property line of each lot shown on this plat to the metering point of each lot. Pursuant to an agreement between the owner and APC, APC will provide the owner of each lot within said subdivision, on which a house is constructed, with an outdoor metering trough to be installed by and at the expense of said owner on the rear or side exterior of each house, and subsequent to completion of excavation work necessary in connection therewith, will provide and install at its own expense, the underground service later extending from the incoming service point to the outdoor metering trough of said house. APC, their successors and assigns, will retain title to the underground service lateral and outdoor metering trough or (exclusive of circuit breakers) servicing each said house, and said service entrance facilities provided by APC will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable personal property belonging to said APC, their successors and assigns, and will be subject to removal by APC, their successors, and assigns. Similar agreements may be reached with other utility providers and in such event the declarant may similarly obligate the property throughout the subdivision and each lot described in this plat and the property owners thereof.
20. There will be a Homeowners Association, which will be identified as the Providence Homeowners Association, Inc. (hereinbefore and after referred to as the "Association"), in which the owners of each lot are entitled to participate having one vote per residential lot, and to which the owners of each lot shall be obligated, by ownership of said lot to be a member thereof, and shall be obligated to pay an annual base assessment and any other special assessments that may be assessed by said Association or its governing body. Said Association shall primarily be responsible for the installation and maintenance of areas of common responsibility (common area) within areas of overall subdivision, known as Providence (which areas may include areas outside the lots in this plat), and the operation of the ARC and may provide insurance protection and/or other protections or guarantees to the Association in general and to the Individual lot owners within the subdivision. This paragraph in this plat document is intended to merely be a general description of the existence of the Association to the lot owners, their

heirs and assigns, and their obligations within relation thereto. Further, more specific and detailed terms, provisions, operating procedures, assessment responsibilities, and other terms and provisions relating to said Association will be more specifically and full set out in a separate document which will be identified as the "Articles of Incorporation of Providence Homeowners Association, Inc." and the "Bylaws of Providence Homeowners Association, Inc." The Board may impose sanctions for violations of the terms of this Declaration, its Articles or Bylaws. The Association shall be the sole representative with respect to condemnation proceedings concerning common area and shall act as attorney-in-fact for all lot owners in such matters. In the event of any insured loss covered by insurance held by the Association, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction of property insured by the Association. The Association may dedicate or grant easements across portions of the common area to any local, state or federal government or quasi-governmental entity, or to any private utility company. Each owner of a lot shall have a right and nonexclusive easement of use, access and enjoyment in and to the common areas located within the Providence Subdivision, which easement is appurtenant to and shall pass with the title to each lot. As a matter of clarification, each lot owner shall maintain his or her lot, including their home and yard, in a manner consistent with the standard of the overall Providence Subdivision.

21. In addition to any other terms and provisions of the Articles of Incorporation and/or Bylaws of the Providence Homeowners Association, Inc., each lot owner shall be liable for a proportionate share of the expenses for the Association and particularly those which are incurred in the maintenance and repair of all common areas within areas of the overall subdivision, known as Providence. The Association through its Board, will set the appropriate amount of said assessment and will establish the official due date for same. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the due date until the date when paid. All payment upon said assessment account shall be first applied to interest and then to the assessment payment first due. The Association is hereby granted a lien upon each lot and its appurtenances and its undivided interest in the Association, which lien shall secure and does secure the monies due for all assessments now or hereafter levied or subject to be levied against the owner of each lot, and shall also secure interest, if any, which may be due on the account of any delinquent assessment, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien. Said lien being prior to all other liens except for a mortgage lien or a tax lien in favor of the United States, state, county, or municipality and shall cover all sums unpaid and due for dues or assessments, whether in the form of a general assessment or a special assessment. No lot owner or owners may escape or avoid responsibility for dues or assessment by his or her waiver of the use of or enjoyment of any of the common elements or by the abandonment or non-use of his or her lot, or by any other means. Notwithstanding the foregoing, any lot owned by a builder is exempt from the

payment of any assessment. Assessments will commence as to any lot on the date the lot is purchased from the builder by a third party homeowner.

22. The declarant may amend this declaration of protective covenants at any time so long as declarant has the right to appoint the Board of Directors of the Association; thereafter, this declaration may be amended only by the affirmative vote or written consent of voting members representing fifty-one percent (51%) of the total votes of the Association. Any amendment must be recorded by the Office of the Judge of Probate of Montgomery County, Alabama.
23. The Association shall indemnify every officer, director, and committee member of the Association and the ARC against any and all expenses, including trial and appellate attorneys' fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer or director or committee member of the Association or the ARC. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith, with regard to the business of the Association or the ARC. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they are members of the Association, and the Association shall indemnify and forever hold each of said officers and directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a part of the common expense, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available and felt to be appropriate by the Association.
24. Whenever the term "owner" or "developer" or "declarant" is used herein, it shall include Buckhead Development Inc, its successors and assigns. These covenants and restrictions touch and benefit all of the land reflected on the above-referenced plat map and shall run with the land and shall be binding upon the land, Buckhead Development, Inc., all subsequent lot owners or land owners within subject plat area, their successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns, invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained therein no invalidated portion thereof. The declarant reserves the right both for itself, its successors and assigns, to change, alter, modify or amend these protective covenants in accordance with terms, provisions and requirements hereof until such time as the operation of the Association is turned over to the Association by the declarant pursuant to Paragraph 4 hereof. Under no circumstances may these covenants be changed, modified, altered or amended without the written consent of the declarant or its successors and assigns so long as the declarant, its successors and

assigns, continue to have operation control of the Association as more particularly set out herein above.

25. The document entitled "Architectural Review Committee Guidelines for Providence Subdivision" shall be and the same is hereby adopted and Incorporated herewith by reference.