

**Cross Reference:**

RPLY Book 04630, Pages 0001-0022  
Montgomery County, Alabama

**AMENDMENT TO THE DECLARATION OF SINGLE FAMILY RESIDENTIAL  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BOYKIN LAKES SUBDIVISION**

THIS AMENDMENT is made as of the 19 day of October, 2017, by TERRAVIA CONSTRUCTION, LLC, an Alabama limited liability company (herein after referred to as "Developer");

**WITNESSETH**

**WHEREAS**, The Developer recorded that certain Declaration of Single Family Residential Protective Covenants, Conditions and Restrictions for Boykin Lakes Subdivision on November 6, 2014 in RPLY Book 04630, Pages 0001-0022, Montgomery County, Alabama records (herein after referred to as the "Declaration"); and

**WHEREAS**, Section 45 of the Declaration provides that the Developer may change, alter, modify or amend any of the terms, covenants and provisions of the Declaration, without the consent or approval of the owners of Lots within Boykin Lakes Subdivision until the earlier of: 1) twenty (20) years after the date of the first recording of the Declaration, which is November 6, 2034, 2) the date the Developer no longer owns any property in the Boykin Lakes Subdivision, or 3) until such earlier date which Developer elects in writing to relinquish its rights and privileges; and

**WHEREAS**, as of the date hereof, Developer still owns property in the Boykin Lakes Subdivision, and it has been less than twenty (20) years after the date of the first recording, and the Developer has not relinquished its rights and privileges to change, alter, modify or amend the Declaration; and

**WHEREAS**, the Developer desires to amend certain provisions of the Declaration.

**NOW, THEREFORE**, pursuant to the powers retained by the Developer under the Declaration, Developer hereby amends the Declaration of Single Family Residential Protective Covenants, Conditions and Restrictions for Boykin Lakes Subdivision as follows:

1. Article B, Section 2(c) **COMMON AREAS**: The common area landscaping and any other architectural or landscaping features have been constructed by the Developer and will be owned and maintained through assessments by the Association. No changes and/or modifications to common areas are permitted unless approved by the ARC. Each owner of a Lot and their guests and invitees shall have the right to use the common area, subject to rules and regulations adopted by the Association regarding the use of the common area from time to time. Any parking lots constructed are intended to be used by homeowners and their guests only while they are present at the common area. No overnight parking is allowed without written consent from the Board of Directors. Developer has the right to tow any vehicles parked in common areas that do not follow these guidelines. The Developer also has a reasonable right of entry to any Lot for necessary repairs and maintenance associated with the proper operation of any common area.


2. Article B, Section 3(b) **WRITTEN APPROVAL REQUIRED**: No construction, which term shall include within its definition staking, clearing, excavation, grading or other site work and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with these covenants and restrictions, until the requirements thereof have been fully met, and until the complete plans as outlined below have been approved in all respects by the ARC. All approvals by the ARC must be in writing, dated, signed by an authorized representative of the ARC, and where plans and specifications are required said approval shall be reflected on the plans and specifications after approval is obtained from the ARC. The ARC, with approval from the Board of Directors in each individual instance, shall have the right to assess application fees on individual homeowners as the ARC deems necessary. Without limitation, these fees can be assessed in association with the complexity of an application, the need for utilizing an outside source to assist in approval, or the need for the ARC to review the same application multiple times due to incorrect submissions.

3. The definitions of the Declaration are incorporated herein by reference. Except as modified herein, the Declaration shall remain in full force and effect.

\*\*\*\*\*SIGNATURES ON THE FOLLOWING PAGE\*\*\*\*\*

IN WITNESS WHEREOF, the undersigned hereby executes this Amendment by and through its authorized representative on the date and year first above written.

**DEVELOPER:**  
**TERRAVIA CONSTRUCTION, LLC,**  
an Alabama limited liability company

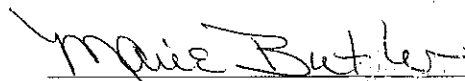
By:   
Mitchell Martin, Manager

STATE OF ALABAMA )

COUNTY OF MONTGOMERY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MITCHELL MARTIN, whose name as Manager of TERRAVIA CONSTRUCTION, LLC, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he, as said Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal on this 19<sup>th</sup> day of Oct, 2017.

  
Notary Public  
My commission expires: 8/21/2021

This instrument prepared by: Prim and Mendheim, LLC, PO Box 2147, Dothan, AL 36302.



STATE OF ALA. MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED ON  
RLPY 05030 PG 0090-0092 2017 Oct 30 01:56PM  
STEVEN L. REED  
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$7.50
CERT	\$1.00
CHECK TOTAL	\$13.50
302460	

Clerk: #108 01:57PM