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## **Homeowners Association**

# **Declaration of Protective Covenants, Restrictions, Conditions And Limitations**

**April 2005**

*This document replaces in total the Declaration made by the original Developer, Homes and Land, Incorporated, dated July 19, 2000. The previous version was recorded with the Shelby County Judge of Probate on July 19, 2000 at 4:20 p.m. as Inst. #2000-24356. Minor changes have been added and typographical errors in the original copy have been corrected. A cover sheet and Table of Contents has been added to facilitate ease of use. An Attestment by the Association President and Secretary is included at the end of the document.*



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**BARKLEY SQUARE  
PROTECTIVE COVENANTS, RESTRICTIONS,  
CONDITIONS AND LIMITATIONS  
DECLARATION**

This Declaration is made by Barkley Square Homeowners Association, Inc., an Alabama non-profit corporation also referred to herein as the “Association.” The Association is managed by a Board of Directors (“Board”) elected from the Association membership, in accordance with established Bylaws. The Board is responsible for the management of the Association and, in concert with the Architectural Control Committee (“ACC”), the enforcement of the contents of this Declaration.

**WITNESSETH:**

**WHEREAS**, Barkley Square subdivision consists of real property situated in Shelby County, Alabama that is divided into sixty-six (66) lots and various common area property as recorded in Map Book 27, Page 32, in the Probate Office of Shelby County, Alabama; and

**WHEREAS**, the Association deems it desirable to amend and revise the original Covenants, Restrictions, Conditions and Limitations for the purpose of enhancing and protecting the value, desirability and attractiveness of the property, and make them in tune with more mature properties.

**NOW, THEREFORE**, the following Declaration of Protective Covenants, Restrictions, Conditions and Limitations (“Covenants”) are hereby adopted by the

Association. This document replaces in total the Declaration made by the original Developer, Homes and Land, Incorporated, dated July 19, 2000.


These Covenants apply to all subdivision property and shall be binding on all parties having any right, title or interest in the property or lots or any interest therein, their heirs, successors and assigns, and shall inure to the benefit of each homeowner thereof.

These Covenants are adopted for the improvement and benefit of the subdivision and will run with the land until July 19, 2050. Thereafter, these Covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then current homeowners sign and record an instrument revoking or altering these Covenants in whole or in part.

Enforcement of these Covenants shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

These covenants shall be read, construed and interpreted in a manner consistent with the document officially recorded in the Office of the Judge of Probate of Shelby County, Alabama and may be enforced up to and including all available legal options.

  
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**ARTICLE I**  
**ARCHITECTURAL AND LANDSCAPE CONTROL**

**Section 1. Objective.** The following property restrictions are imposed and controlled solely for the purpose of maintaining the appearance, esthetic quality, and the general architectural theme of the Barkley Square Subdivision with the intent of maintaining and enhancing the property investment of the homeowners. Certain criteria have been adopted in furtherance of this objective. All residences shall be constructed and maintained in conformity with the criteria and the provisions of these Covenants, as interpreted by the ACC and the Board. Only the Board is authorized to grant variances from these Covenants. Disapprovals of homeowner property modification requests shall include the rationale for such decisions.

**Section 2. Method of Architectural and Landscape Control.** No structure or improvement to the front of a property or to any part of the property that can be seen from the front of the property or from any street of any kind (including without limitation any building, fence, wall, arbor, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer drain, disposal system, lot landscaping, landscape device or object) shall be made until the plans and specifications showing the dimensions, color, nature, kind, shape, elevation, material and location of the same, as well as the proposed time frame of the project, have been submitted to and reviewed by the ACC, and approved in writing by the Board President. Among other things, all plans and specifications shall be evaluated as to the harmony of external design and location in relation to surrounding structures and topography.

(*NOTE:* Architectural or landscape changes or modifications made by homeowners prior to March 21, 2003, or items previously approved by the Developer's ACC are "grandfathered;" i.e., they are not deemed to be in violation of this Section or any other restrictions in this document.)

**Section 3. Property Modification Proposals.** Plans and specifications for any improvement or structure of any kind and any landscaping, and any change, modification or alteration thereof shall be presented to the ACC for review and further Board approval prior to project initiation. Plans and specifications shall contain such information as may be reasonably required by the ACC in order to make an approval/disapproval recommendation to the Board, based on the contents of these Covenants. Baring unforeseen circumstances, all construction or landscaping projects shall be completed within the time frame stated on the application for approval. In the event the ACC fails to review a homeowner's modification proposal within thirty (30) days after submission, the proposal shall be deemed to have been approved as submitted, and no further action shall be required of the homeowner.

**Section 4. Waiver of Liability.** The scope of modification proposal review by the ACC and approval/disapproval by the Board is limited to appearance only and does not include the responsibility or authority to review or inspect for structural integrity or soundness, compliance with Building Codes, Zoning requirements, Standards, or other similar restrictions. Neither the ACC, the Board, nor any member thereof shall be liable to any homeowner or to any other party for any damage, loss or prejudice suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the

United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct. Individual homeowners are responsible in total for all defects in any plans or specification submitted, revised or approved in accordance with the foregoing provisions, and for any structural or other defects in any work done according to such plans and specifications.

**Section 5. Violations.** Modifications made by a homeowner without prior approval shall be deemed to be in violation of this Article I. Upon written notification to the homeowner by the Board President, said modifications shall be removed or altered so as to terminate the violation. If, after such notice, the subject homeowner does not take reasonable action to remove the cause of the violation, the Association shall have the right to take steps necessary to eliminate the violation. Notification of all actions to be taken shall be reported to the homeowner by registered mail at least 10 days prior to the action being taken. An assessment, to include a lien, may be levied on the property to cover any costs incurred by the Association in taking action against the homeowner. If the property owner subsequently challenges the action taken by the Association in a court of law and receives from the court a decision favorable to the property owner and if so ordered by the court, the Association may be liable for all reasonable costs incurred by the property owner to challenge the action of the Association. In no instance shall the liability of the Association exceed the actual validate out of pocket expense incurred by the Property Owner.

## **ARTICLE II**

### **RESTRICTIONS, CONDITIONS AND LIMITATIONS**

#### **Section 1. Land Use Restrictions.**

**(a) Property Use.** All subdivision properties shall be used for residential purposes only; no trade, commerce, or business shall be permitted on and from any lot or common area, including any and all forms of home industry. No building or structure shall be permitted for any purpose other than one single-family building. Lots shall not be further subdivided.

**(b) Oil and Mining Operations.** No oil drilling or refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

**(c) Signs.** No signs of any kind shall be displayed to public view on any lot except one sign advertising the property for sale or rent and/or one small sign stating that the property is protected by a security alarm system. A single sign advertising an open house may be posted on common area property at the side of the subdivision entrance; said sign shall be removed not later than one day following the open house date. All realty signs shall be professional in appearance and the advertising space may not exceed six square feet in total area.

#### **Section 2. Dwelling Restrictions.**

**(a) Plans.** All plans for exterior remodeling of existing homes that can be seen from any street shall be submitted for review by the ACC and approval by the

Board. No other plans, changes in the plans or deviation from the plans are permitted without further written approval.

**(b) Construction Restrictions.** All residences shall be constructed within the Approved Building Area shown for each lot on the Subdivision Record Map. Carports are not permitted. Garages may not be converted into living space. Sunrooms/porches shall conform to the overall construction methods and materials of the existing dwelling. No temporary structure shall be used on any lot at any time as a residence, either temporarily or permanently. Any dwelling or other structure which is destroyed in whole or in part for any reason shall be rebuilt within one year. Any debris resulting from the damage shall be removed and the lot restored to a presentable condition with reasonable promptness; in no event shall such debris remain on any lot in excess of ninety (90) days.

**(c) Residence Exteriors.** All residence exteriors shall be of brick veneer construction. Where brick is not appropriate, such as gables and dormers, etc., only “Hardiboard” siding or a comparable product approved in advance by the Board is permitted. Masonite, vinyl, aluminum or other products are prohibited. Roofing material, to include colors, shall be limited to “Dimensional Shadowline” twenty-five (25) year Roofing, or a comparable approved product.

**(d) Windows.** All windows shall be of wood or vinyl construction. Window colors shall be compatible with other exterior colors. Homeowners are required to install and/or maintain approved Plantation Shutters on all windows that can be viewed from the street in front of each dwelling.

**(e) Garage Doors.** All garage doors shall be kept closed except when garage is being entered or exited.

**(f) HVAC Equipment.** Outside air conditioning units shall not be located in the front yard. All outside air conditioning units, air conditioning compressor units shall be hidden from view by shrubbery, or other year-found foliage, or fencing.

**(g) Antennas and Satellite Dishes.** Unless otherwise allowed by Federal Communications Commission Regulations, antennas and/or satellite dishes shall be installed so as to not be in the view from the front street side of the dwelling. Satellite dish antennas shall be eighteen (18) inches or less in diameter.

**(h) Exterior Lighting.** No exterior lighting shall be installed or operated in such a way as to cause discomfort to adjacent neighbors. All security lighting shall be focused inside the homeowner's property boundaries.

**(i) Exterior Decorative Objects.** The placement of all exterior natural or manmade objects in the front yard of lots on a permanent basis requires prior approval. Free standing flagpoles are prohibited. Flagpoles or staffs that do not exceed six (6) feet in length and are attached to the residence are allowed. Holiday or special occasion decorations shall be removed within ten (10) days of the conclusion of the observed event.

**Section 3. Colors.** Exterior colors of homes, walls, fences, lamp posts, window trim, mailbox posts, etc. to include all common area items and accessories, i.e. entrance walls, lamp posts, etc., shall be maintained in their original color unless otherwise approved in writing. If a new color is requested, a sample of the color must accompany the proposal request. Once a new color is approved, repainting or re-coloring in the same color does not require re-approval.

**Section 4. Mailboxes/Gas Lanterns.** All mailboxes and gas lanterns (which hold the mailboxes) shall be maintained as initially furnished in style, color, location and uniformity in height and distance from the curb. Homeowners shall ensure gas lanterns are lighted during the hours of darkness.

**Section 5. Property Restrictions.** The following property restrictions are imposed and controlled solely for the purpose of maintaining the appearance, esthetic quality and the general architectural theme of the Barkley Square Subdivision.

**(a) Easements.** Reserved easements for installation and utility maintenance and drainage facilities are shown on the recorded subdivision map. No structure, plants or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the homeowner, except for those improvements for which a public authority or utility company is responsible

**(b) Nuisances.** No noxious or offensive activity shall be carried on upon any property, nor shall anything be done on a property that may become an annoyance or nuisance to the neighborhood, or adjoining neighbors.

**(c) Vehicle Parking and Storage.** No motor home, boat, boat trailer, camper, service truck or other service van shall be parked or stored in any subdivision location that shall be visible from the street for a period in excess of twenty-four (24) hours. No wrecked or disabled automobiles or other vehicles other than operating vehicles shall be stored or located on any lot. With the exception of

temporary visitors, no more than two (2) automobiles may be parked in driveway or at street at the same time. Every effort should be made to park all cars in the driveway. Street parking should be used for overflow parking only.

**(d) Fences/Walls.** Fence material, color, design, location and construction shall be approved in advance by the Board. Fence materials are limited to masonry, wrought iron, aluminum or wood. Chain link fences are prohibited. Wood used in fences (such as Redwood, Cedar or pressure treated wood) may be either left to weather naturally or may be treated with a clear sealer, preservative or approved stain or paint color. Fences shall be installed in a professional manner and maintained straight, true, plumb and level. Unless otherwise approved, fences shall not extend forward beyond the rear line of the dwelling and shall extend to the rear lot lines of the property. Fences shall not exceed six (6) feet in height and shall conform to the slope of the property being fenced. Decorative walls, trellises, arbors, pergolas, etc. whether freestanding or connecting dwellings require prior written approval.

**(e) Animals.** Except for a maximum of two (2) domesticated pets, no animals of any kind shall be kept or permitted per household at any time. Exterior pet quarters (e.g., houses, cages or runs.) are prohibited if visible from the front of the house. Pet owners are responsible for compliance with both Hoover and Shelby County Animal Control Laws.

**(f) Gardens.** No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which shall be located to the rear of the residence and not be visible from the front of the house.

**(g) Property Appearance.** Homeowners are responsible for maintaining the exterior of their dwellings and any other structures on their lots such as porches, shutters, decks, fences and recreational equipment, and landscaping, whether or not the property is leased or rented. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the subdivision. No refuse pile or unsightly objects shall be placed or allowed to remain upon any part of the subdivision. Following ten (10) days notice to an offender, the Association may take direct action to correct an unsightly, hazardous or unhealthy situation. This includes mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth, or trash which, in the sole opinion of the Board, detracts from the overall beauty and/or safety of the subdivision. The Association may charge the offending homeowner a reasonable cost for such actions. Such charges shall constitute a lien upon the relevant lot and will be enforced by appropriate proceedings at law or equity.

**(h) Refuse Removal.** No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot or common area. All trash, garbage or other waste shall be kept in sanitary containers pending collection and disposal. Containers shall be placed for pickup along the curbs in front of the homeowner's residence no earlier than the evening prior to the scheduled pickup day. Containers shall be placed back in storage the same day refuse collection is completed. If stored outside the dwelling, containers shall be so placed or screened by shrubbery or other approved means so as not to be visible from any road within sight distance from the lot at any time except during commercial refuse collection periods. Outside burning of wood, leaves, trash, garbage or household refuse is prohibited.

**(i) Obstructions.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above 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 intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight limitations apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees within such distances of such intersections are acceptable, provided the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

**(j) Driveways.** Homeowners are responsible for ensuring that all vehicles, to include contractor and delivery vehicles, enter lots via the driveway only, so as not to damage trees, lawns, street paving, and curbs. Repair of any damage resulting from the violation of this restriction shall be the responsibility of the homeowner.

**(k) Clothes Lines.** The hanging of clothes/wash/laundry or household articles on any lot where the hanging of said items is visible from any street within the subdivision is prohibited.

**(l) Landscaping.** Homeowners shall maintain fully landscaped lawns, front, side and rear. Specific landscape provisions made to the front of the property by the original builder shall be maintained unless otherwise approved. (NOTE: A one-for-one replacement of existing items such as shrubs or trees, or seasonal replacement of items such as flowers or mulch does not require prior approval.) Subject to the other stipulations contained in these Covenants, landscaping changes to the sides and rear of the property is at the discretion of the homeowner. Grass areas shall be mowed and maintained at regular intervals. Bald spots and dead

areas in the turf shall be repaired. Planted beds shall be kept in a neat and orderly manner. Installation of bed edging constructed of stacked stones, bricks, terrace blocks, etc. requires prior approval. Bushes and shrubbery shall not extend over sidewalks. Grass/weeds growing in sidewalks shall be removed by the homeowner, or resident if rented or leased.

**(m) Patios, Decks, Canopies and Awnings.** Patios and Decks shall be located in rear yards only. All canopies/awnings shall be restricted to the rear of the house and shall not be visible from any street.

**(n) Swimming Pools/Spas/Hot Tubs.** Installation of swimming pools, spas or hot tubs requires prior written approval, to include approval of the location and size. Homeowners are responsible for ensuring compliance with all relevant State/County construction standards.

**(o) Recreation and Play Equipment.** Recreation or play equipment, including basketball goals, shall not be installed forward of the rear of the house, either permanently or temporarily. All equipment shall be placed so as to avoid being a visual or noise nuisance to immediate neighbors.

**Section 6. Common Area Restrictions.** No structures, buildings or improvements shall be placed upon or constructed within the Common Areas without the prior written consent of the Board.

**(a) Use of Common Areas.** All Association members are afforded the reasonable use and enjoyment of subdivision Common Areas subject to these Covenants and other rules, regulations or limitations promulgated by the Board.

**(b) Improvement of the Common Areas.** The Board has the right to improve the Common Areas with such amenities or improvements they deem appropriate or desirable.

**(c) Maintenance of Common Areas.** The Board has the responsibility to maintain the Common Areas and improvements thereof for the common use and benefit of the subdivision.

### **ARTICLE III** **MAINTENANCE CHARGES**

**Section 1. Homeowner Financial Obligations.** By acceptance of a deed, each homeowner is deemed to covenant and agree to pay the Association both annual and special charges as herein provided. All charges, together with any interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such charge is made. Each such charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the homeowner of such property at the time when the charges became due. The personal obligation for delinquent charges shall pass to the successor in title.

**Section 2. Purpose of Charges.** All charges levied by the Association shall be used exclusively for: meeting the fiscal aspects of all administrative and legal responsibilities of the Association; procuring services for the homeowners, including, but not limited to, those services specified herein and such other services which may be approved by members; and for making capital improvements to all areas for which the Association bears maintenance responsibility.

**Section 3. Annual Charges.** As part of the Association's annual budgeting exercise, the Board shall establish the amount of the annual maintenance charge and the due date. Written notice of the annual charge shall be sent to every homeowner subject thereto. Annual maintenance charges shall accrue as of the first day of the month following the closing date of the sale of the property. The first annual charge shall be adjusted according to the number of months remaining in the calendar year. If requested by the homeowner upon property sale, the Board Treasurer shall furnish a signed certification setting forth whether the charges levied against a specified lot have been paid off.

**Section 4. Special Charges.** In addition to annual maintenance charges, the Board may levy a special charge applicable to a given year for the purpose of defraying the cost of any construction, reconstruction or replacement of improvements within the area for which the Association has maintenance responsibilities, including fixtures and personal property related thereto. Special charges require prior assent by a simple majority (herein defined as greater than fifty [50] percent) of the vote-eligible Association members.

**Section 5. Charge Application.** Both annual and special charges shall be fixed at a uniform rate for all lots and shall be collected as determined by the Board. Each homeowner shall bear a pro rata share of the maintenance cost and shall not be entitled to reduction because all or some of the services for which the assessment is made are not being utilized by the homeowner.

**Section 6. Nonpayment Implications.** Each homeowner agrees to pay the Association the charges provided for herein, and agrees to the enforcement of the charges in the manner herein specified. In the event the Association has to resort to legal action for collection of any charge, whether by suit or otherwise, or to

enforce compliance with or specific performance of the terms and condition of these Covenants, or for any purpose in connection with the breach of these Covenants, each homeowner agrees to any reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said homeowner. In the event of a default in payment of any such charge when due, the charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

**(a) Enforcement by Law Suit.** The Board may file a suit at law in the name of the Association against a homeowner to enforce such charge obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with the interest thereon at the maximum legal rate per annum from the date of delinquency, court costs and reasonable attorney's fees in such amount as the court may adjudge against the delinquent homeowner.

**(b) Enforcement by Claim of Lien.** The Board may file a claim of lien, with the power of sale, to secure payment to the Association of any and all charges levied against any and all homeowners, together with the interest thereon at the maximum legal rate which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such charge, with the assent of the Board as a whole, the Board Treasurer shall make a written demand for payment to the defaulting homeowner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but

any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file a claim of lien on behalf of the Association against the property of the defaulting homeowner. Such a claim of lien shall be executed by the Board President, and shall contain substantially the following information:

- (1) The name of the delinquent homeowner;
- (2) The legal description and street address of property against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees (with and property offset allowed);
- (4) A statement that the claim of lien is made by the Association pursuant to these Covenants; and
- (5) A statement that a lien is claimed against the property in an amount equal to the amount stated. Upon recordation of a duly executed original or copy of a claim of lien, and mailing a copy thereof to the affected homeowner, the lien shall immediately attach and become effective in favor of the Association as a lien upon the property against which such was levied. Such liens shall have priority over all other liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens for real property taxes on any property, charges on any property in favor of any municipal or other governmental assessing unit, and other liens which are specifically described herein. Any lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the Laws of the State of Alabama. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other homeowners. The Association shall have the power to bid in

at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any property. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each homeowner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the statute of limitations applicable to the bringing of any suit or action taken thereon.

**Section 7. Subordination of Liens to Mortgages.** The lien for the charges provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any property shall not affect the lien charged under this Article. The sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such charge as to payments which became due and payable prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any charges thereafter becoming due or from the lien thereof.

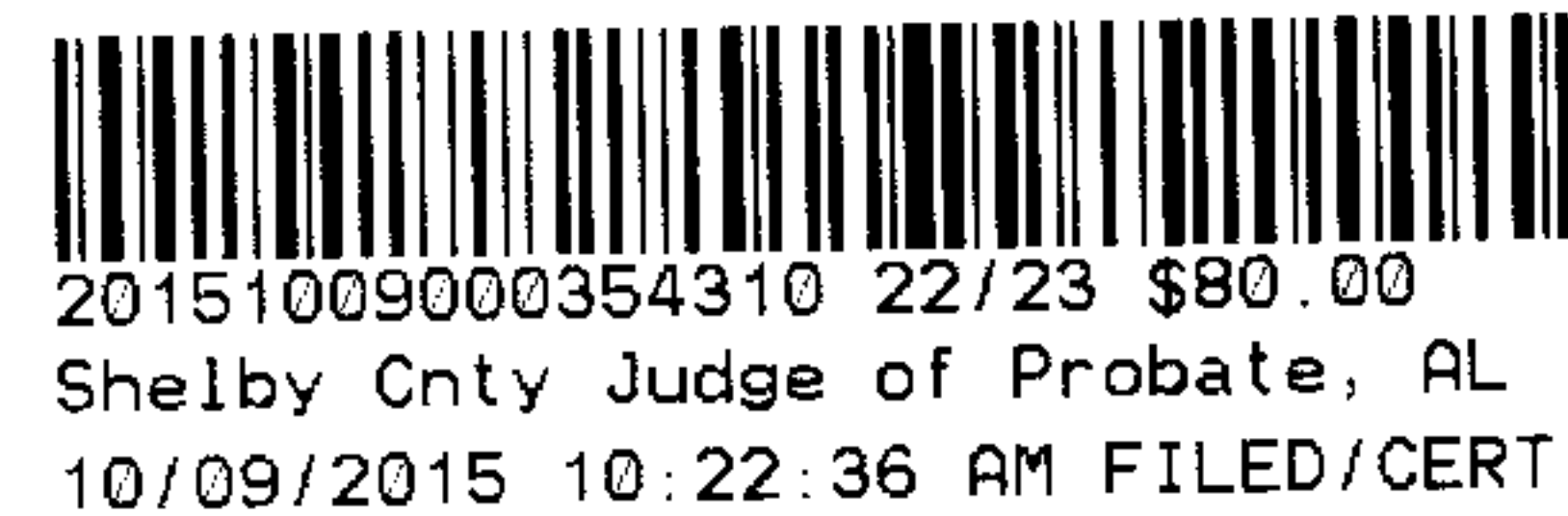
#### **ARTICLE IV**

#### **COVENANTS AMMENDMENT**

**Section 1. Amendment Process.** An amendment to these Covenants may be proposed in any one of three ways: (a) by any member of the Board; (b) via a written petition by not less than one-third (1/3) of the homeowners; or (c) via verbal concurrence by a simple majority of the attendees, if proposed at an Association meeting. Proposed amendments shall be offered for review by the homeowners, and revised if necessary, prior to a final approval vote. Notice shall be provided to homeowners not less than seven (7) calendar days before the date set for a revision vote. In order for amendments to become effective, proposed

amendments shall be approved by the affirmative vote of a simple majority of vote-eligible Association members. Once an amendment is approved, it shall be transcribed and certified by the Board President and recorded in the Probate Court of Shelby County, Alabama, within fifteen (15) calendar days from the approval date. A copy of each amendment shall be provided to all homeowners; however, receipt thereof does not preclude the effective date of said amendment.

**Section 2. Minor Corrections.** Any omissions or errors in these Covenants, or future amendments, which do not materially adversely affect the rights of Association members, may be corrected by the Board without further consent.



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**ATTESTMENT**

*WE THE UNDERSIGNED*, hereby certify and affirm that the foregoing Amendment was duly adopted by the Barkley Square Homeowners Association, Inc. in accordance with Alabama statutes and the original Declaration of Protective Covenants, Restrictions, and Easements, dated July 19, 2000 as recorded in the Probate Office of Shelby County Alabama.

*IN WITNESS WHEREOF*, we have hereunto affixed our hands in the name of the Barkley Square Homeowners Association, Inc. on this \_\_\_\_\_ day of April, 2005.

BY: C. E. Olson  
PRESIDENT, BOARD OF DIRECTORS

BY: Patricia D. Ballock  
SECRETARY, BOARD OF DIRECTORS

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that C. E. Olson and Patricia D. Ballock whose names as President and Secretary of the Board of Directors of the Barkley Square Homeowners Association, Inc., a non-profit corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the corporation. Given under my hand and official seal, this 29<sup>th</sup> day of April, 2005.

Michelle Danielle Kitting  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/30/2008