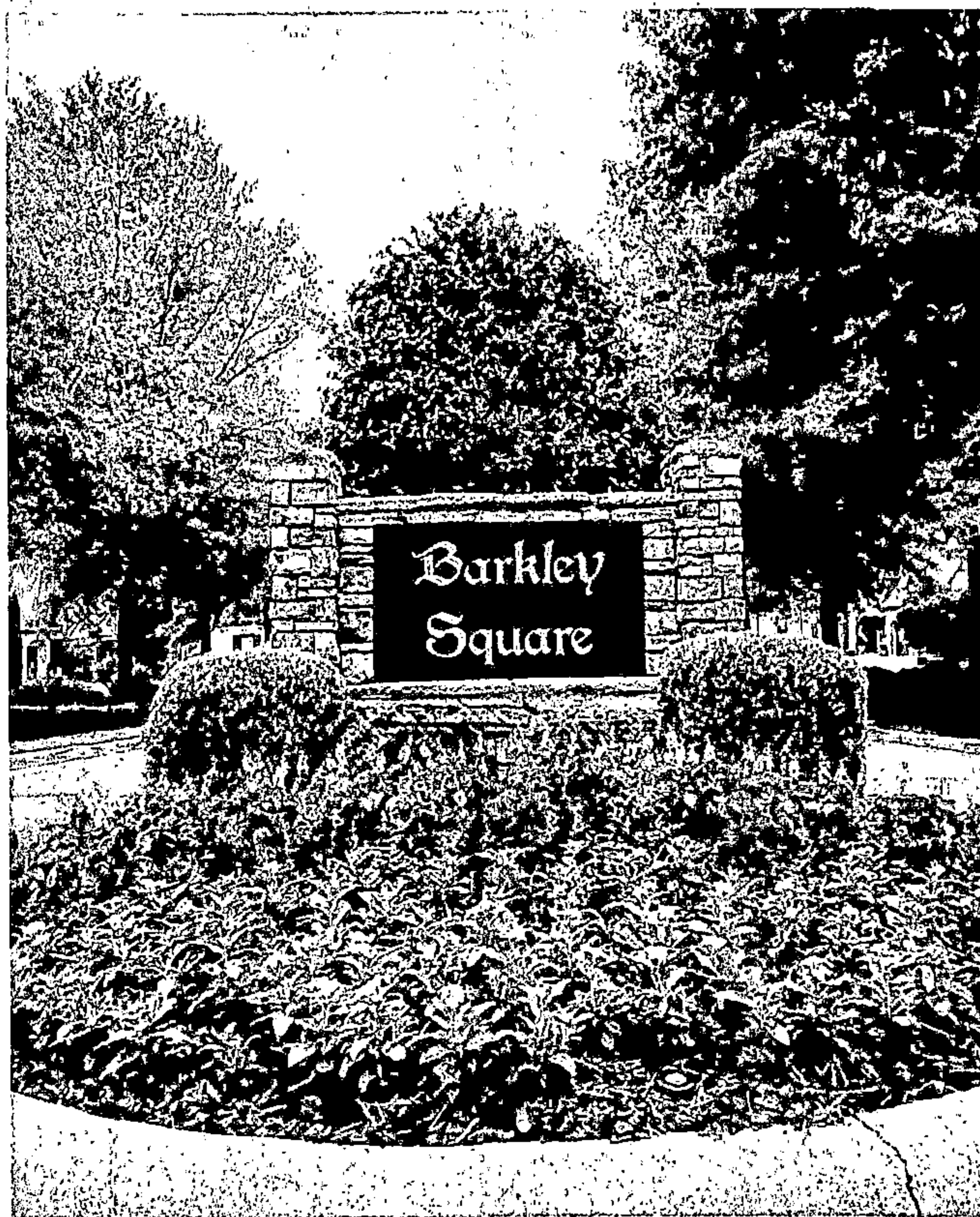




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BARKLEY SQUARE HOMEOWNERS' ASSOCIATION

**Protective Covenants, Restrictions,
Conditions and Limitations**



Amended April 8, 2025



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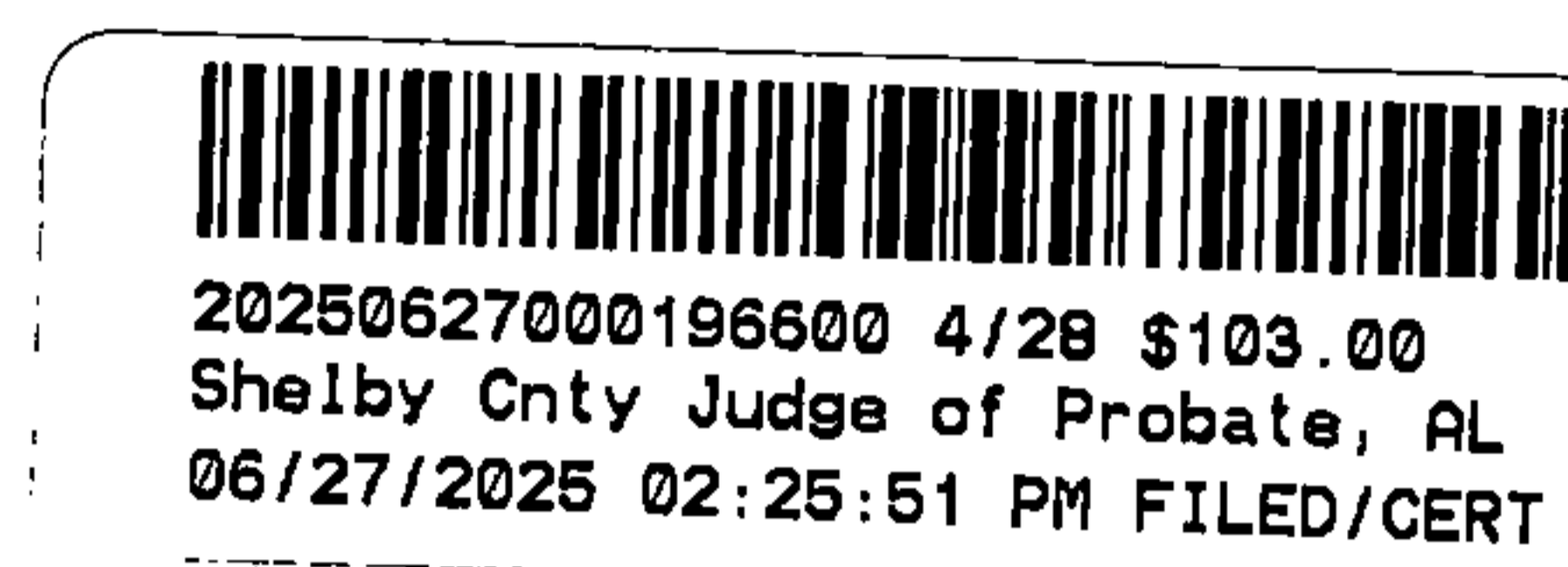
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**AMENDED PROTECTIVE COVENANTS, RESTRICTIONS,
CONDITIONS AND LIMITATIONS OF BARKLEY SQUARE COMMUNITY**

STATE OF ALABAMA, COUNTY OF SHELBY

On April 8, 2025, the annual meeting of the members of the Barkley Square Homeowners Association, Inc. was pursuant to notice, at which time the Board of Directors requested that the members approve the amendment of the existing covenants as set forth below. Therefore, a vote of the members was held and these amended covenants were approved by a vote of at least seventy-five percent (75%) of the current homeowners comprising Barkley Square.



DECLARATION

This amended 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 its 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, the area now known as Barkley Square (the "Subdivision") was originally acquired in 1999 by the Home and Land Co., Inc. (the "Developer"). It consists of approximately 25.49 acres of real estate situated in Shelby County, Alabama which were later divided into sixty-six (66) separate lots for single family homes; and

WHEREAS, since its inception, Barkley Square has always been a covenant community encumbered by various restrictions as to the use of the property so as to promote its identity as a thriving, harmonious, and attractive neighborhood for the purpose of enhancing or protecting the value, and desirability of the properties. Over the years the Subdivision has been the subject of no less than three sets of Protective Covenants, Restrictions and Easements (collectively referred to as the "Covenants").

WHEREAS, the first set of Covenants were placed on the property when it was deeded to the Developer by Metropolitan Life Insurance Company on December 14, 1999. (Shelby County Probate Instrument # 2000-01845). A second set of Covenants were

2000-24396). After the Developer relinquished control over the Subdivision, the subdivision owners on April 29, 2005, through the Homeowners Association, adopted a third set of Covenants (Shelby County Probate Instrument # 20151009000354310); and

WHEREAS, it is the opinion of the Board and members of the Subdivision that these previous three sets of Covenants should be amended and restated so as to reflect the current needs and circumstances of the Subdivision and its homeowners and to eliminate those stale provisions that have lapsed or been abandoned through inaction and non-enforcement, and to update the prior covenants so as to establish a more flexible process by which the HOA may oversee the enforcement and application of the Covenants.

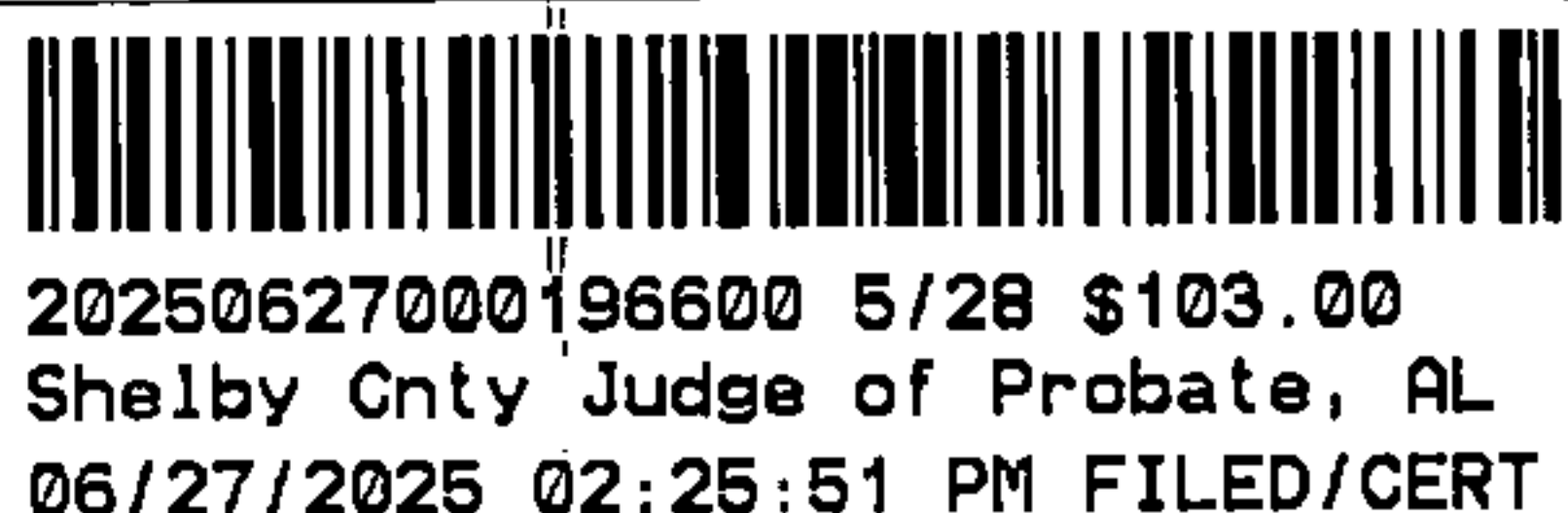
WHEREAS, it is the intent of the members of the Subdivision that Barkley Square be henceforth governed by the provisions of the Alabama Homeowners Association Act, Section 35-20-1 through 35-20-14 (Ala. Code 1975), and

WHEREAS, the following Covenants have been submitted to and approved by a vote of Seventy Five Percent (75%) of the Homeowners, all of whom are members of the Association.

NOW, THEREFORE, the following Declaration of Protective Covenants, Restrictions, Conditions and Limitations ("Covenants") are hereby adopted by the Association. This document merges into and replaces all previous Declaration of Covenants applicable to the subdivision and shall 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 75% 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.



Article I

ARCHITECTURAL AND LANDSCAPE CONTROL [ACC]

Section 1 – Objective – The following property restrictions are imposed and controlled by the Architectural and Landscape Control Committee, known as the ACC, solely for the purpose of maintaining the appearance, esthetic quality, and the general architectural theme of the Barkley Square Subdivision with intent of maintaining and enhancing the property investment of the homeowners. Certain criteria have been adopted 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;" 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 to make an approval/disapproval recommendation to the Board, based on the contents of these Covenants. Once submitted, the ACC will be diligent in reviewing and returning the requests in a timely manner. There are times that the ACC will need further information from the homeowner and/or time to research items requested. In these cases, the ACC will communicate updates with the homeowner. All projects will be decided within thirty (30) days of submittal. Failure to act on applications within 30 days shall not be deemed to be approval or disapproval of the application. However, barring unforeseen circumstances, all construction or landscaping projects shall be completed within a reasonable time frame stated on the application for approval.

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 specifications 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 II. Upon written notification to the homeowner by the Board President, said modifications shall be removed or altered 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 by 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 validation out of pocket expense incurred by the property owner.


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Article II

RESTRICTIONS, CONDITIONS, and LIMITATIONS

Section 1 - Land Use Restrictions –

(a) All Barkley Square properties will be used primarily for residential purposes only. No trade, commerce, or business shall result or be permitted on and from said property and/or any lot that will negatively affect neighbors' quiet enjoyment of their home.

(b) No building or structure shall be permitted for any other purpose than one single-family dwelling. Backyard projects that can be seen by neighboring homes or from the front street must be approved by the ACC.

(c) No home rentals are permitted without a resolution from the HOA Board. A written request with the reasons that renting is necessary, how it will help the neighborhood, and a copy of the rental agreement outlining who is responsible for all maintenance/updates of the home must be included.

Current renters are grandfathered for as long as they are renting the current home under the existing lease. After that time, homeowners must submit a written request to the Board as described above and receive a resolution to rent the home again. No short-term rentals will be permitted. Board approved rentals shall be for a minimum of (1) one-year lease contract.

Renting homeowners and renters must maintain the same sense of community pride as all homeowners by agreeing to abide by the covenants and will have to agree to the assurances of the board to receive the required resolution.

Section 2 - Dwelling and Property Restrictions –

(a) **Original House Plans** - Barkley Square homes shall remain consistent with the original plans as designed and approved. There shall be a minimum of 1700 square feet. Living areas are defined as heated finished areas not to include front stoops, garages, or attics.

(b) **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 approved plans are permitted without further written approval from the ACC and Board.

(c) **Construction Restrictions –**

(1) All single-family residences are constructed within the Approved Building Area shown as to each lot of the Subdivision Record Map. Garages cannot be converted into living space.



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(2) **Temporary Structure** - No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(3) **Destroyed or Damaged Structures** – Any dwelling on any lot in the subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one year unless an extension is given by the board. All debris resulting from the damage must be removed and the lot restored to a presentable condition with reasonable promptness; in no event shall such debris remain on any lot more than ninety (90) days. Remodeling debris will be placed in the garage, a dump trailer, or dumpster. Dump trailers or dumpsters will be emptied weekly or when full by the contractor. Homeowners who allow trash to accumulate on their lot or neighbor's lot will be liable to the HOA for all costs incurred to remove same.

(4) **Remodeling, Contractors, Repairmen, Landscapers, Deliveries, etc.** – Be aware that Hoover City requires permits and inspections for most work done to residential homes. Consult your contractor or workman to ensure they are following code for your project.

(4a) **Damage during the above work** - During the above, if any damage is done to streets, mailboxes, fences, grass, shrubs or trees are the responsibility of the above and/or the homeowners to repair.

(4b) **Parking during the above workers** - To assist with parking in the neighborhood, please ask that the above only park on one side of the street. Parking in the circles is permitted, yet please ensure that emergency and utility vehicles as well as trash trucks can always pass by.

(4c) **Removal of Work Debris** created by the above is the responsibility of the company/persons creating the debris.

(d) **Easements** – Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map. Please note: Drainage easements are on most properties. 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 drainage channels in the easements, or that may obstruct or retard the 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 owner of the lot, except for those improvements for which a public authority or utility company is responsible.



(e) Common Areas – Common areas include utility access areas

(Twenty feet from the center of street) governed by the utility companies. Barkley Square HOA governs and maintains the following beautification areas and easements:

- (1) Front Valleydale beautification areas on both sides of Barkley Square Entrance,
- (2) Center island entrance beautification area,
- (3) Homeowners' property includes (10) feet from the curb on both sides on the entrance beautification area, and ten (10) feet behind each stone wall is a sign easement.
- (4) Island beautification areas in the cul-de-sacs of Barkley Drive, Oxford Court, upper and lower Barkley Lane. Homeowners are responsible for their cul-de-sac natural areas from the sidewalks to the end of their property.

(f) Common Areas Responsibilities and Obligations –

The HOA is responsible for the regular maintenance and upkeep of all common areas, including the front entrance, center front island, and traffic circles.

The HOA shall establish and maintain landscaping standards for common areas to enhance the visual appeal of the community. This includes planting seasonal flowers, maintaining green spaces, and ensuring that all common areas are aesthetically pleasing.

No residents shall make any modifications, alterations, or additions to the common areas, including but not limited to planting trees or shrubs, erecting structures, or installing personal decorations, without the express written approval of the HOA Board.

Maintenance activities will include lawn care, trimming of trees and shrubs, trash removal, irrigation, and repair of any fixtures, or structures located within the common areas.

(g) Nuisances – No noxious or offensive activity may reasonably

be engaged on any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood or adjoining neighbors.

(h) 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 more than twenty-four (24) hours. No wrecked or disabled automobiles or other vehicles other than operating vehicles shall be stored or located on any lot.

(1) All automobiles owned or used by the owner or occupant of any dwelling and their respective family members shall be parked in the garages.

(2) Except for temporary visitors, no more than two (2) automobiles may be parked in the driveway or in the street at the same time. Street parking should be used for overflow parking only.



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Section 3 - 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 allowed. Masonite, vinyl, aluminum or other products are prohibited.

(a) Animals – The number of domesticated pets shall be limited to two (2) pets per household. Exterior pet quarters (e.g., houses, cages, or runs) shall not be visible from the street. Pet owners are responsible for compliance with both Hoover and Shelby County Animal Control Laws (ex. Leashes, etc.). Owners must take care of their animal’s waste and dispose of properly.

(b) 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. Adding any exterior lighting for a dwelling (ex. free standing lights, utility, flood lights, or gas lanterns) attached to a dwelling must be approved by the ACC.

(c) Colors – Exterior colors of homes, walls, fences, lampposts, Window trim, mailboxes, etc. and including all common area items and accessories, i.e. entrance walls, lampposts, park benches, etc., must be approved in writing by the ACC. This restriction shall apply to repainting or coloring as well as initial colors except once approved, the repainting or coloring in the same color does not require reapproval

(d) Fences/Walls – Fences or walls built and maintained are Permitted only under the following conditions:

(1) Fence materials, colors, designs, location and construction must be approved in advance by the ACC and Board by submitting a written request from the homeowner.

(2) Fence materials are limited to masonry, wrought iron, aluminum, or wood. Chain link material is not allowed.

(3) Fences shall not exceed six feet (6) height.

(4) Fences must be installed and maintained in a professional, good workman-like manner and must be installed and maintained straight, true, plumb and level.

(5) Fences, where permitted, shall not extend forward beyond the rear line of the dwelling and shall extend to the rear lot lines of the property.

(6) Decorative walls connecting dwellings will only be allowed if approved in advance and in writing by the ACC and board.

(7) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines. A line connecting them at 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 sightline limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway. Trees shall be permitted to remain within such distances of such intersections providing the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

(e) Garage Doors – All homes were built with two or three garage doors/spaces. All garage doors shall be kept closed except when the garage is being entered and exited, or when going back and forth due to yardwork, cleaning out garage, etc.

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

(g) HVAC Equipment – Outside air conditioning units may not be in the front yard. All outside air conditioning units, air compressor units shall be hidden from view by shrubbery, or other year-round foliage or fencing.

(h) Property Appearance –

(1) Homeowners are responsible for maintaining the exterior of their dwellings and any other structures on their lots such as porches, decks, shutters, fences and recreational equipment. All dwellings shall have fully landscaped lawns, front, side and rear that must include fully sodded certified Emerald Zoysia grass. Grass free of weeds, cut and edged, trees and bushes trimmed, flowerbeds kept clean and maintained, pine straw and/or mulch applied regularly and sidewalks free of weeds are expected to ensure all yards are kept in good condition for the overall beauty and safety of the community. Any updates to your yards (changes in replacement of trees or shrubs or yard redesign) must be approved by the ACC.

(2) No trash, garbage or other refuse shall be dumped, stored, or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers provided to the community by the trash company must be kept in a clean and sanitary condition. Garbage containers shall be screened by shrubbery or other appropriate material approved in writing by the ACC, as to not be visible from the front of your home except during garbage collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Fire Pits burning wood logs only are allowed.

(i) Exterior Decorative Objects - Placement of all permanent exterior natural or manmade objects in the front yard of lots requires prior ACC approval. Multiple flowerpots, birdbaths, statues, fountains, sculptures, artificial flowers or grass are prohibited in the front or side yards.



(1) Free-standing flagpoles are prohibited in yards. American Flags hung on a pole attached to the residence are allowed and encouraged.

(2) Holiday decorations shall only be displayed during the holiday season.

(j) Mailboxes, Posts and 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 always in working order and lighted.

(k) Patios, Decks, Canopies, and Awnings – Patios and decks shall be in rear yards only. All canopies or awnings shall be restricted to the rear of the house and shall not be visible from any street.

(l) Recreation and Play Equipment – Recreation and play equipment including but not limited to basketball goals or hoops, swings, slides, bouncy houses, trampolines, etc., shall not be placed, used or maintained where visible from the street. All equipment shall be placed to avoid being a visual or noisy nuisance to immediate neighbors.

(m) Roofs – All roofing material will be limited to “GAF Dimensional Shadowline Timberline (color: Weatherwood) twenty-five (25) year Roofing or comparable product by other manufacturers. In advance of roof replacement, the owner must complete and submit an ACC form that includes the above-mentioned roofing and the desired color. All Roofing and color must be approved by the ACC prior to the start of roof work.

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

(o) Swimming Pools/Spas/Hot Tubs – Any homeowner who considers the new installation or upgrade of an existing swimming pool/spa/hot tubs, is responsible for following the State, County, and Hoover Code. A copy of the plans along with the written ACC request form must be submitted for approval by the ACC and Board prior to beginning work.

(p) Windows – All windows shall be of wood or vinyl construction. Window colors shall be compatible with other exterior colors. No white vinyl windows are allowed. 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.



Article III
HOMEOWNER OBLIGATIONS and 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 obligation of delinquent charges shall be an obligation of both the original owner and any 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 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 – Fine Charges - The Board will determine and assess fines to homeowners for covenant violations. A schedule of charges and process for administering fines will be developed by the Association Board and shared with all homeowners.



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Charge Application – 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 a reduction because all or some of the services for which the assessment is made are not being utilized by the homeowner. Fine charges vary depending on the covenant violation not in compliance.

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 sought 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 Lawsuit** – The Board may file a suit at law in the name of the Association against a homeowner to enforce such charge obligation. Any judgement 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 an 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 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;



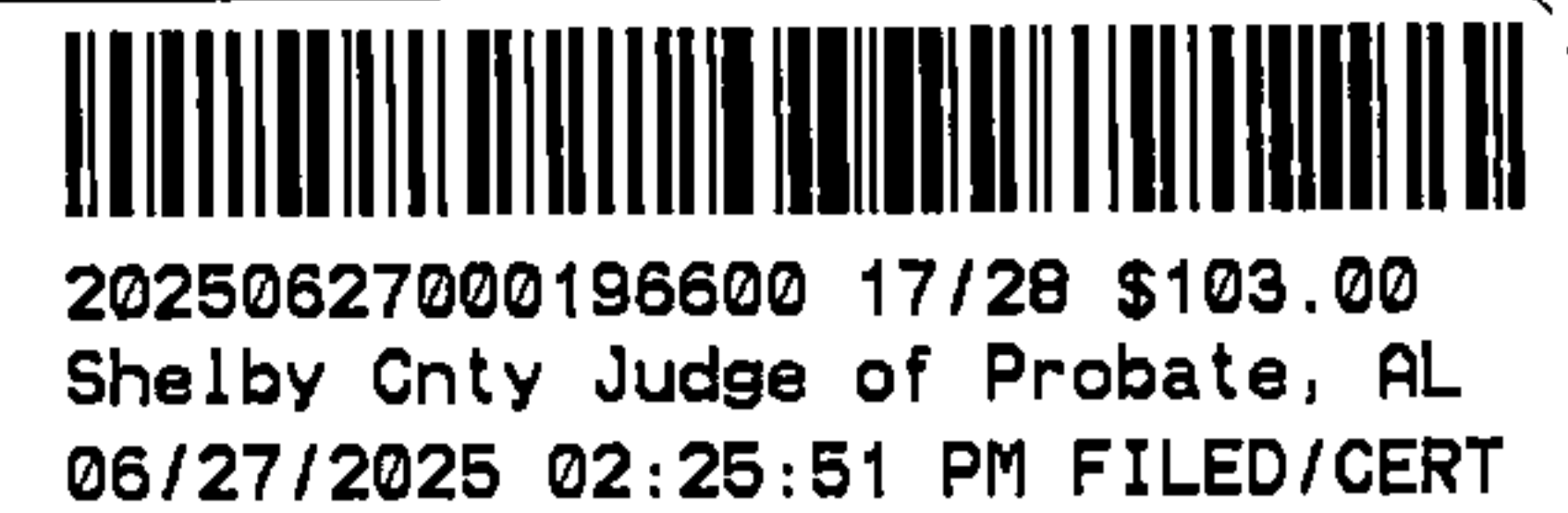
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- (2) The legal description and street address of the property against which the claim of lien is made;
- (3) The total amount claimed to be due and owing for delinquency, interest thereon, collection costs and reasonable attorney's fees (with and 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, shall have the power to bid 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 fees, court costs, title search fees, interest and all other costs and attorney's 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**



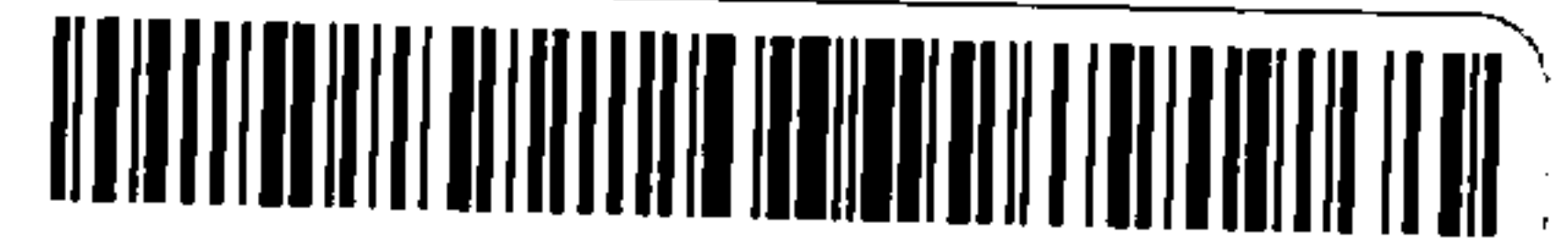
Section 1 – Amendment Process - An amendment to these Covenants may be proposed in any one of three ways: (a) by any member of the Board; (b) via a written petition by no less than one-third (1/3) of the homeowners; or (c) via verbal concurrence by a simple majority of the attendees, if proposed at an Association meeting. Proposed amendments shall be offered for review by 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. For amendments to become effective, proposed amendments shall be approved by the affirmative vote by 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 of Directors without further consent.

ARTICLE V

NEWLY ADPOTED PROVISIONS OF THE ALABAMA HOMEOWNERS' ASSOCIATION ACT

Pursuant to the vote of the members of the Association, the provisions of the Alabama Homeowners' Association Act (Alabama Code SECT. 35-20-1 et.seq 1975) shall henceforth be deemed a part of these Declarations. A copy of the Act is attached as an addendum of these Covenants. Any powers, rights or obligations contained in that Act shall be deemed to be part of these Declarations. Those provisions directly relevant to the administration of these Revised Covenants are set forth below. Failure to set forth hereafter any particular section of the Act shall not be construed as suggesting that they are inapplicable.



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ADDENDUM

Code of Alabama

Section: 35-20-1

Catchline: Short Title.

This chapter shall be known and may be cited as the Alabama Homeowners' Association Act.

History: (Act 2015-292, §1.)

Section: 35-20-2

Catchline: Definitions.

For the purposes of this chapter, the following terms shall have the following meanings:

- (1) ASSOCIATION. A homeowners' association.
- (2) BOARD OF DIRECTORS. The group of persons vested with the management of the association irrespective of the name by which the group is designated.
- (3) COMMON AREA. Property within a development which is owned, leased, or required by the declaration to be maintained or operated by a homeowners' association for the use of its members and designated as common area in the declaration or on a recorded subdivision map or plat.
- (4) DECLARANT. The person or entity who submits property to a declaration.
- (5) DECLARATION. Any instrument, however denominated, including any amendment, modification, restatement, or supplement, recorded in the office of the judge of probate in the county in which the development or any part thereof is located which satisfies the following:
 - a. Imposes on the association maintenance or operational responsibilities for the common areas.
 - b. Creates the authority in the association to levy an assessment on lots, the owners or occupants of the lots, or other entities to provide for maintenance or services for the benefit of some or all of the lots in the development, the owners or occupants of the lots, or the common area.

c. Is a covenant running with the land enforceable by and against successors and assigns.

(6) DEVELOPMENT. Real property subject to a declaration that contains lots for residential use and common areas in which any owner is a member of an association and the owner's lot is subject to assessments pursuant to a declaration.

(7) DIRECTOR. A duly elected or appointed member of the board of directors of an association.

(8) HOMEOWNER'S ASSOCIATION. An entity incorporated as a nonprofit corporation pursuant to Chapter 3 of Title 10A, and provided for in a declaration.

(9) LOT. Any parcel of land within a development designated for separate ownership and shown on a recorded subdivision map or plat, other than a common area.

(10) MEMBER. An owner or occupant of a lot in a development subject to a declaration having membership rights as defined in the declaration or other governing documents of the association.

(11) POTENTIAL PURCHASER. A person having a contractual right or option to acquire a lot or a person or entity who intends to execute a mortgage to secure an indebtedness.

History: (Act 2015-292, §2.)

Section: 35-20-3

Catchline: Applicability of Chapter.



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(a) This chapter applies to all developments subject to a declaration providing for a homeowners' association recorded in the office of the judge of probate in the county in which the development, or any part thereof, is located on or after January 1, 2016, and any association formed prior to that time, provided the association, by a majority of its members, elects to be governed by this chapter.

(b) This chapter does not apply to any of the following:

(1) A development for commercial, industrial, or other nonresidential use.

(2) Any association that is subject to regulation under Chapters 8 or BA of this title.

(3) A real estate cooperative, time-share development, or campground.

History: (Act 2015-292, §3.)

Section: 35-20-4

Catchline: Construction and Administration of Chapter.



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(a) The principles of law and equity, including, but not limited to, the law of nonprofit corporations in Chapter 3 of Title 10A, the law of real estate, and the law relative to the capacity to contract, principal and agent, eminent domain, estoppel, negligence, fraud, misrepresentation, duress, coercion, mistake, receivership, substantial performance, or other validating or invalidating cause supplement this chapter, except to the extent inconsistent with this chapter.

(b) Every duty governed by this chapter imposes an obligation of good faith in its performance or enforcement.

(c) The remedies provided in this chapter shall be liberally administered so that the aggrieved party is put in as good as a position as if the other party had fully performed.

History: (Act 2015-292, §4.)

Section: 35-20-5

Catchline: Organization of Associations; Filing Requirements; Rulemaking Authority; Organizational Documents.

(a) On or after January 1, 2016, a homeowners' association created pursuant to a declaration shall be organized as a nonprofit corporation pursuant to Chapter 3 of Title 10A, and shall be governed in all respects as a nonprofit corporation.

(b)(1) A homeowners' association, its members, and directors shall be subject to all of the obligations, duties, and responsibilities of and shall have all of the rights and benefits provided in Chapter 3 of Title 10A.

(2) In addition or supplemental to any other filing required in Chapter 3 of Title 10A, a homeowners' association shall file the following documents with the Secretary of State:

a. Bylaws or other governing documents of the association.

b. The original covenants, conditions, or restrictions adopted by the association.

(3) The Secretary of State shall implement and maintain an electronic database, organized by association name, accessible by the public through the Secretary of State's website which provides the capability to search and retrieve the documents listed in subdivision (2). Any documents filed with the Secretary of State shall be filed in accordance with Division 4 of Article 3 of Chapter 4, provided such documents filed with the Secretary of State pursuant to this chapter shall not be deemed to provide notice pursuant to

Chapter 4.

(4) The Secretary of State may adopt rules necessary for the implementation of this section, including reasonable fees for the filing of documents.

(c) The organizational documents of a homeowners' association shall provide for all of the following:

(1) Methods of efficient communications with the members of the association unless a different method is required by Chapter 3 of Title 10A.

(2) Rules and regulations for the conduct of any meetings of the association.

(3) The compilation, organization, and maintenance of full and complete financial records of the association available to any member at a reasonable time and place upon the payment of reasonable associated costs.

(4) Reasonable rules and regulations for the use, maintenance, repair, replacement, or modification of any common areas, if any, including penalties for violations.

(5) Power to grant easements, leases, licenses, and concessions through or over the common areas, if any.

(6) Statements regarding the payment of dues and assessments to be provided to any person having an interest, upon the payment of reasonable associated costs.

(7) Preparation and submission of the annual budgets of the association to the members.

(8) Any other act a nonprofit corporation is required to do under law.

(d) In addition to the requirements set forth in subsection (c), the organizational documents of a homeowners' association may provide for the following:

(1) Indemnification and insurance for the association, its officers, and directors.

(2) Fidelity bonds for any person or entity having custody or control of any funds of the association.

(3) Periodic audits of the financial records of the association.

(4) Power to acquire real and personal property for the benefit of the association and its members.

(5) Power to hire and discharge managing agents and other employees, agents, and independent contractors.

History: (Act 2015-292, p. 904, §5; Act 2023-177, §1.)

Section: 35-20-6

Catchline: Formation of Association.



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A homeowners' association provided for in a declaration and subject to this chapter shall be formed prior to the conveyance of any lot in the development by the declarant.

History: (Act 2015-292, §6.)

Section: 35-20-7

Catchline: Election of a Board of Directors and Officers; Modification of Declaration.

A declaration or the governing documents of a homeowners' association may provide for a period in which the declarant will maintain control of the election of directors and officers of the association and a right to reasonably alter, amend, or modify the declaration.

History: (Act 2015-292, §7.)

Section: 35-20-8

Catchline: Priority of Declaration.

If a conflict exists between the declaration and the governing documents of a homeowners' association, the declaration prevails, except to the extent that the declaration is inconsistent with this chapter.

History: (Act 2015-292, §8.)

Section: 35-20-9

Catchline: Notice of Election.

(a) Within 120 days of the date the members have the right to elect a board of directors pursuant to the declaration or other governing documents of the association to elect a board of directors, the declarant shall give written notice pursuant to Section 10A-3-2.03 of a special meeting of the membership for the purpose of electing a board of directors.

(b) In addition to the notice required under Section 10A-3-2.03, the notice under subsection (a) shall also satisfy the following:

- (1) State that the purpose of the meeting is the election of a board of directors pursuant to the declaration and the governing documents of the association.
- (2) Provide for nominations of candidates for election to the board of directors at the meeting on the written consent of at least 10 percent of the membership, unless otherwise provided in the governing documents.
- (3) State the names of all existing directors and the names of the directors who may continue to serve as directors.

History: (Act 2015-292, §9.)



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Section: 35-20-10

Catchline: Delivery of Certain Information to the Board Upon Election.

Within 90 days of the selection of the board of directors of the association as provided in Section 35-20-9, the declarant, or his or her designee, shall deliver the board of directors all of the following:

- (1) All books, records, and governing documents of the association in the possession of the declarant, or any person or entity under the declarant's control.
- (2) All records of any outstanding and unpaid assessments.
- (3) Any contracts of the association with any third parties respecting the operation of the association or the maintenance and upkeep of any property of the association.
- (4) Any insurance policies currently in force.
- (5) A list of the names and addresses of the members of the association as shown on its records.
- (6) Any written unexpired warranties of any contractor or subcontractors, suppliers, or manufacturers relative to the common area or any improvements to the common area.

History: (Act 2015-292, §10.)

Section: 35-20-11

Catchline: Powers of Board.



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(a) The board of directors, to the extent authorized by the declaration and governing documents, may do the following:

(1) Suspend a member's right to use facilities or services provided directly through the association for nonpayment of assessments under subdivision (2), to the extent that access to the member's lot is not denied.

(2) Assess reasonable penalties against a member for any violation of the declaration or rules adopted by the board of directors after the member is afforded the opportunity to be heard and represented by counsel before the board of directors.

(b) If a tenant of a member violates the declaration or rules adopted by the board of directors, in addition to exercising any of its powers and rights against the member, the board of directors may do any of the following:

(1) Exercise any of the actions authorized in subdivision (1) of subsection (a) directly against a tenant of a member.

(2) Assess a penalty authorized in subdivision (2) of subsection (a) directly against a tenant after giving notice to the tenant and member and an opportunity to be heard before the board of directors.

(3) Enforce any other rights against the tenant for the violation which the member as landlord could lawfully have exercised under the lease or which the board of directors could have exercised against the unit owner.

(c) The amount of any penalty assessed under this section shall be considered an assessment for purposes of Section 35-20-12.

History: (Act 2015-292, §11.)

Section: 35-20-12

Catchline: Liens for Unpaid Assessments.

(a) Except as may be otherwise provided in the declaration or the governing documents of an association, an association shall have, and there is declared, a lien on every lot for unpaid assessments levied against that lot arising on and from the date the assessment is due as fixed and determined by the board of directors at an annual meeting after giving notice as provided in Chapter 3 of Title 10A. The lien may be enforced or foreclosed as provided in the declaration or

governing documents or as provided in this section. Written notice of the assessment and lien shall be given to the owner of any lot on which the assessment and lien is claimed by personal delivery or first-class United States mail, postage prepaid.

(b) A lien declared by this section shall have priority, except as may be otherwise provided in Chapters 4 and 11, over all other subsequent liens and encumbrances except state and county ad valorem taxes, municipal improvement assessments, UCC fixture filings, mortgages, and deeds of trust securing an indebtedness.


(c) The association, within 12 months from the date any assessment becomes due, shall record a statement of lien verified by an officer or director of the association having personal knowledge of the facts in the office of the judge of probate of the county in which a lot subject to the assessment is located, which shall contain all of the following:

- (1) A description of the lot on which the lien is claimed.
- (2) The name of the association claiming the lien.
- (3) The name of the owner or owners of the lot on which the lien is claimed.
- (4) The amount of any unpaid assessments together with the date of the assessments.
- (5) The amount of any other interests and costs claimed by the association.

(d) At least 30 days prior to recording a statement of lien, the association shall give written notice by certified mail to the owner of the lot or other person obligated for the lien, as shown on the books and records of the association, that the statement will be recorded in the office of the judge of probate.

(e) An association may bring an action in a court having jurisdiction to enforce a lien declared in this section in the county where the lot is located by filing a verified complaint, attaching a copy of the statement of the lien, alleging those facts showing it is entitled to a lien for the claimed unpaid assessment in accordance with the Alabama Rules of Civil Procedure.

(f) The court in which the action is pending may enforce the lien by a sale of the property after the giving of notice. Notice of a sale shall be given in the county where the lot is located. Notice of all sales under this subsection shall be given by publication once a week for three successive weeks in a newspaper published in the county or counties in which the lot is located. If the lot is located in more than one county, publication shall be made in all counties where the lot is located. The notice of sale must give the time, place, and terms of the sale, together with the description of the lot. If no newspaper is published in the county where the lot is located, the notice must be placed in a newspaper published in an adjoining county for three successive weeks.



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History: (Act 2015-292, §12.)

Section: 35-20-13

Catchline: Records.

(a) A homeowners' association subject to this chapter shall maintain records and information to be made available to each member or potential purchaser, upon written request, within a reasonable time not to exceed 30 days from the date of the request, and upon the payment of reasonable associated costs. Any homeowners' association may provide the records and information in paper or electronic form or direct the member or potential purchaser to the location of any public record containing the records or information.

(b) Upon written request by a member or potential purchaser and upon payment of reasonable costs, the homeowners' association, as specified in subsection (a), shall provide or direct the member or potential purchaser to the location of the public record containing the following:

(1) Documents reflecting the most recent assessments, any pending homeowners' association assessments approved by the board but not yet in effect, or any mandatory dues and charges with the amounts, including dates due and payable.

(2) Common areas owned by the association and those common areas not owned by the association but which HOA dues go to pay.

(3) A copy of the current operating budget and reserve funds, if any, and a statement of financial condition for the last fiscal year.

(4) Documents evidencing any insurance coverage provided for all lot owners by the association, including any fidelity bond.

(5) Documents evidencing any loans against the association and any collateral provided by the association for the loans.

(6) The official name of the association with current contact information of the current officers and agent, if any.

(7) A copy of the current covenants, conditions, and restrictions adopted by the association along with any amendments, modifications, restatement, or supplement and current architectural control regulations.

(8) Any association initiation or transfer fees which may be due at the time of the real estate closing.

(9) A list of all existing common areas.

(10) The case number or other identifying information of any pending lawsuits, judgments, liens, arbitration, or any other dispute resolution process to which the association is a party and contained in a public record.

History: (Act 2015-292, §14.)



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Section: 35-20-14

Catchline: Dissolution and Liquidation of Assets Upon Termination of Declaration.

Upon the termination of a declaration, or at such other time as required by law, the board of directors shall take those steps necessary for the immediate dissolution and liquidation of the association and any remaining assets.

History: (Act 2015-292, §15.)



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ATTESTMENT

WE THE UNDERSIGNED, hereby certify and affirm that the foregoing Amended Covenants were adopted by the Barkley Square Homeowners Association, Inc. in accordance with Alabama statutes and the original Declarations of Protective Covenants, Restrictions, and Easements, dated July 19, 2000 and October 9, 2015 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 26th day of June, 2025.

BY: Frances R. Finney
PRESIDENT, BOARD OF DIRECTORS
BY: Emily Aviles
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 Frances R. Finney and Emily Aviles 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 26th day of June, 2025.



William Kent Upshaw
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____