

STATE OF ALABAMA)
SHELBY COUNTY)

**FIRST AMENDMENT TO AMENDED 2025 PROTECTIVE COVENANTS OF
BARKLEY SQUARE COMMUNITY**

WHEREAS, on June 27, 2025, Barkley Square Homeowners Association, Inc., an Alabama not-for-profit corporation incorporated on April 7, 2003, caused to be recorded the Amended Protective Covenants, Restrictions, Conditions and Limitations of Barkley Square Community (hereinafter the “Amended Declaration”); and

WHEREAS, said Amended Declaration was recorded as Inst. # 20250627000196600 in the Office of the Shelby County Judge of Probate; and

WHEREAS, Article IV, section 1, of the Amended Declaration provides a process for amendment of the Amended Declaration by approval of a majority of the members of the Association; and

WHEREAS, following proposal by the Board of Directors and submission to the members of the Association, the following four amendments to the Amended Declaration were approved in writing by a majority of the 66 eligible members of the Association; and

WHEREAS, the Board of Directors received and confirmed the members approval of said amendments and has directed the President and Secretary to execute and record this First Amendment to the Amended Declaration;

NOW, THEREFORE, the Amended Declaration is amended and revised as follows:

1. Article II, Section 1, subsection c is deleted, and Article I, Section 1, is revised to add the following as subsections c and d:

(c) All homes shall be used for single-family purposes only for occupancy only by the owner(s) and their immediate family. Rentals are not permitted on either a long- or short-term basis.

(d) In the event a home is subject to an active written lease and rental that commenced before February 1, 2026 and is active upon adoption of this amendment to the Declaration, said lease and rental shall be permitted to continue only until the current written lease expires or April 1, 2028, whichever is first.

2. Article II, Section 2, subsection h is deleted and revised in its entirety to state the following:

(h) 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.

All vehicles owned by family members or other domiciled residents will be parked in the garage and/or driveway. Street parking will be used for temporary or overflow parking only.

3. Article II, Section 3, subsection i is deleted and revised in its entirety to state the following:

(i) The placement of all permanent exterior, natural or manmade objects in the front yard, side yards visible from the street, or those that are bordering a street requires ACC approval.

(1). Free standing flag poles are prohibited in yards. The American flag may be hung from a flagpole attached to a home.

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

(3). Artificial grass, artificial flowers and bird baths are not permitted on front lawns, and if visible from the street and side lawns.

(4). Each homeowner may select up to 5 (five) total exterior objects.

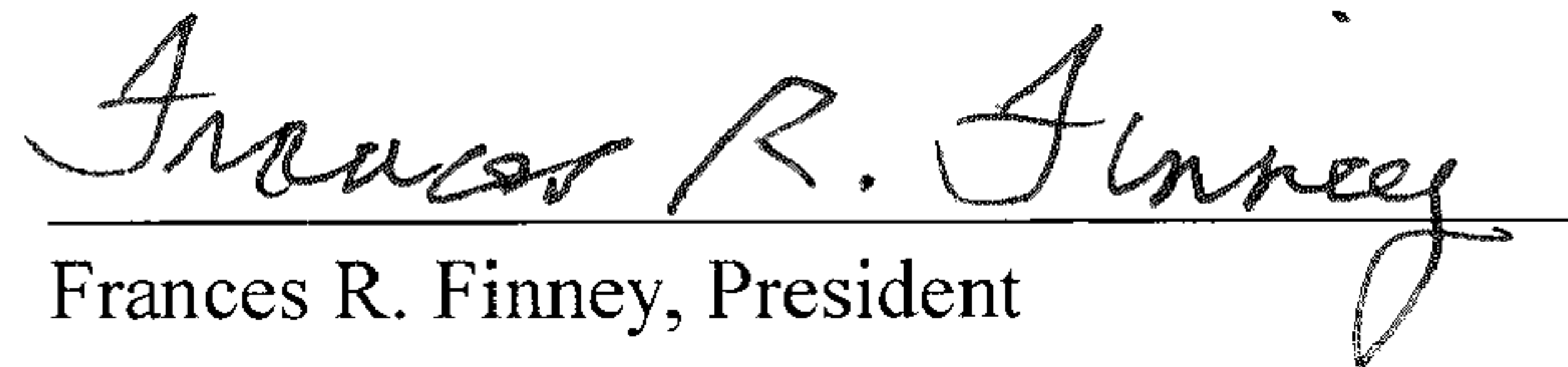
(5). Items selected in #4 above should be proportional to the home, and consistent decor of our English Tudor neighborhood.

4. Article V and the Addendum to the Amended Declaration are deleted and Article V is revised in its entirety to state the following:

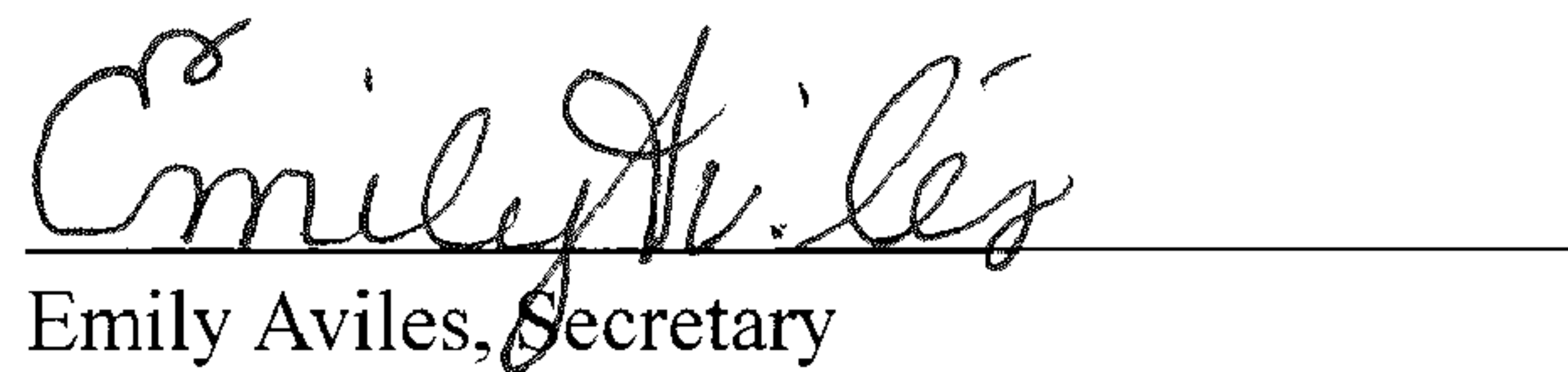
Article V
Rules and Regulations

The HOA rescinds the previous declaration in the 2025 amendments regarding the election to adopt the 2016 Alabama Homeowners Act. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Homes and Common Areas, the enforcement of these terms and conditions governing this Covenants Declaration documents, any Rules and Regulations adopted by the Board, and any other matter in the Development. Copies of such rules and regulations shall be binding upon all homeowners and members within the household until and unless such rule or regulation is specifically overruled, canceled, or modified by the Board or the majority vote by the Association at any regular or specially called meeting.

The undersigned, as authorized officers of the Association, confirm and certify that the forgoing amendments to the Amended Declaration were duly approved by the Board of Directors and by a majority of the eligible members of the Association in compliance with Article IV, section 1 of the Amended Declaration and are effective on this 1st day of April 2026.



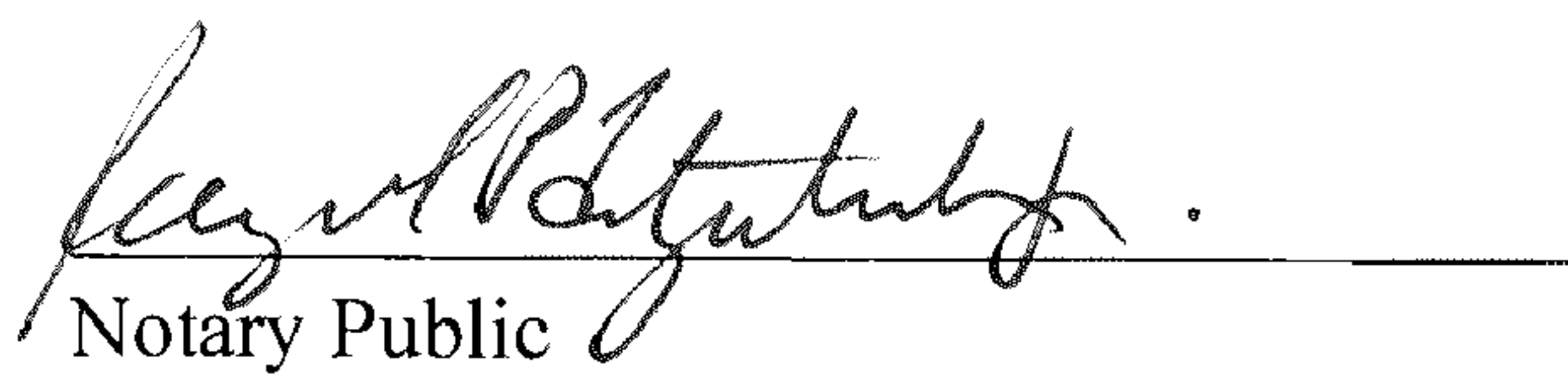
Frances R. Finney, President



Emily Aviles, Secretary

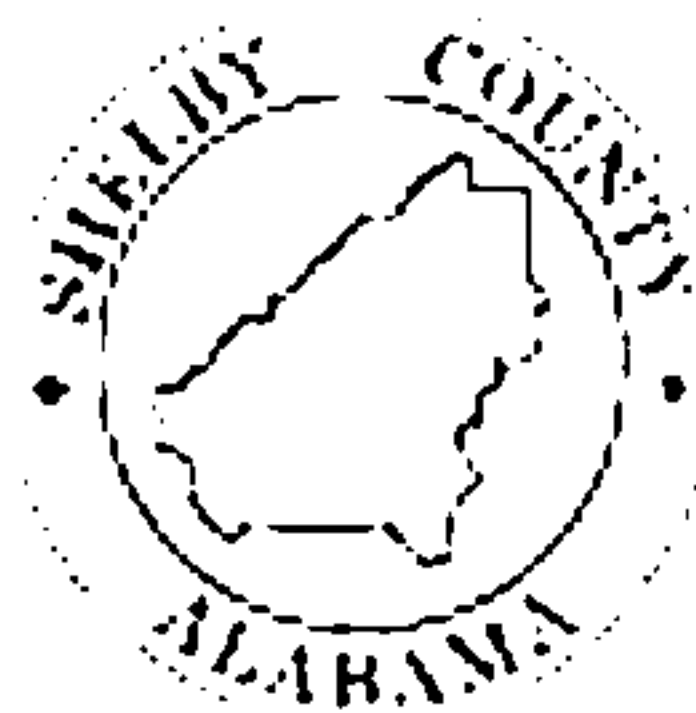
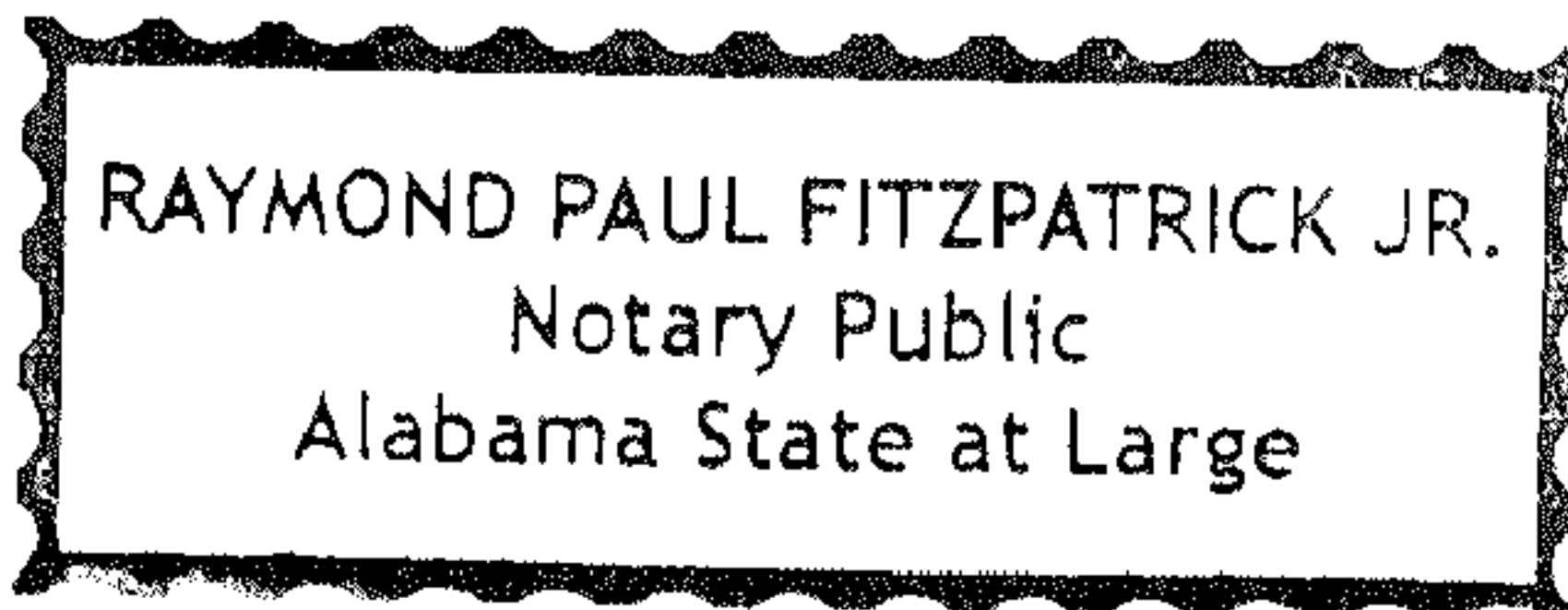
STATE OF ALABAMA)
SHELBY COUNTY)

The undersigned, a Notary Public in and for said County and State, hereby certifies 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., an Alabama not-for-profit corporation, are signed to the forgoing instrument, they as such officers and with full authority executed the same voluntarily for and as the act of such corporation. Given under my hand and seal this 1st day of April 2026.



Notary Public

My commission expires: June 19, 2027



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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