

195 PAGE 982

**AFFIDAVIT**

1. Affiant affirms that the Resolution attached hereto as Exhibit A comprises a true, complete and correct copy of a Resolution duly adopted by the said Hollybrook Lake Corporation at a meeting of its stockholders held May 22, 1988; and that said Resolution remains in full force and effect, and has not been rescinded or modified. Affiant further states that the parcels of land referred to in Exhibit A adjoin and are contiguous to the lands shown in the Survey of Hollybrook Lake, First Sector, recorded in Map Book 4, Page 74 in the Probate Office of Shelby County, Alabama.

3. Affiant states that the conveyance to Charles Pratt Brown, II and the easement which are attached as Exhibits C and D respectively, meet all requirements of the Resolution attached as Exhibit A.

**Further, Affiant saith not.**

By: [Signature]  
Its Secretary

- 1 -

STATE OF ALABAMA )  
 :  
 JEFFERSON COUNTY )

I, W. Howard Donovan, III, a Notary Public in and for said County in said State, hereby certify that John Randolph, whose name as Secretary of Hollybrook Lake Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 29 day of July, 1988.

**Notary Public**

**BOOK 195 PAGE 983**

EXHIBIT A

HOLLYBROOK LAKE CORPORATION

STOCKHOLDERS MEETING

MAY 22, 1988

The Spring meeting of the stockholders of Hollybrook Lake Corporation was held on May 22, 1988, at the home of Wilbur and Elon Allen. Stockholders/spouses present in person were Temple Tutwiler, Jim and Jane Hamn, Billy Smyer, Peyton Norville, Arthur Hartley, Pratt Brown, Bill and Kappy Hamilton, Wilbur and Elon Allen, Harald and Betty Lassen, Larry Church, John and Tina Darnall, Bob and Sally Burton, John and Ginny Randolph and Dorothy Shaw. Stockholders represented by proxy were Garner Cheney and Gilly Key. Also present was Cindy Owen. There being a quorum present, the meeting was called to order by President John Darnall.

Peyton Norville reported that Billy Smyer had entered into a contract to sell, contingent upon approval by the Corporation, approximately 18 acres lying between the two westerly sloughs of the lake to one Nancy Brower, who is the Lucy Tutwiler's sister. Billy Smyer requested that this sale be approved and that the Corporation grant stockholder status and one lake right to the purchaser of the 18 acre tract; and, further, that a purchaser yet to be determined of an additional 3-plus acre property adjoining the 18 acre tract, and fronting the lake between the lots owned by Pratt Brown and John Kinney, be granted stockholder status and one lake right.

Upon motion duly made, seconded and carried, it was RESOVLED that the 18-acre tract described above be granted a single lake right, upon the following express terms and conditions:

1. That the deed conveying the property to the purchaser:

A. Restrict the use of the property to single family residential purposes only, and prohibit the construction of more than one single family residence on the entire tract;

B. Prohibit the subdivision of the 18 acre tract into smaller units without the written consent of the Hollybrook Lake Corporation after vote of the stockholders as provided in the Restrictions of record against the Survey of Hollybrook Lake; and

C. Require that the development of the tract comply with the Rules for Development of Lots adopted by the Corporation.

2. That the purchaser of the tract apply to the Stock Transfer Committee and obtain approval for stockholder status pursuant to the By-Laws of the Corporation.

There followed a discussion of Billy Smyer's additional request for a lake right in connection with the 3-acre parcel lying between Pratt Brown's and John Kinney's lots. Billy Smyer proposed that the same conditions as granted in connection with the 18-acre tract be imposed on this parcel and that there be a 60' setback on construction from lot 14. Billy further offered to grant to the Corporation a 50-foot "greenbelt" easement along the shore of all remaining property owned by him fronting the southwestern slough of the Lake; and, further, that he would relinquish all right to open powerboat on the Lake in conjunction with his lake right.

BOOK 195 PAGE 985

Upon motion duly made, seconded and carried, it was RESOLVED that the 3-acre tract described above be granted a single lake right, upon the following express terms and conditions:

1. That the deed conveying the property to the purchaser:

A. Restrict the use of the property to single family residential purposes only, and prohibit the construction of more than one single family residence on the entire tract;

B. Prohibit the subdivision of the tract into smaller units without the written consent of the Hollybrook Lake Corporation after vote of the stockholders as provided in the Restrictions of record against the Survey of Hollybrook Lake;

C. Require that the development of the tract comply with the Rules for Development of Lots adopted by the Corporation; and

D. Require that no residence or appurtenant structure may be constructed closer than 60 feet to Lot 14, Survey of Hollybrook Lake.

2. That the purchaser of the tract apply to the Stock Transfer Committee and obtain approval for stockholder status pursuant to the By-Laws of the Corporation.

3. That stockholder Sidney W. Smyer, Jr. execute a perpetual easement in favor of the Corporation prohibiting development and removal of vegetation within 50 feet of the shore of the Lake on all property owned by him fronting the southwestern slough of Hollybrook Lake.

4. That the rights appurtenant to the stock owned by Sidney W. Smyer, Jr. shall not include the right to operate a power boat on Hollybrook Lake.

To effect the grant of new stock pursuant to the above, it was, on motion duly made, seconded and carried,

RESOLVED, that the total authorized capital stock of the Corporation shall be 270 shares of common stock having a par value of \$10.00 per share. The stated capital of the Corporation, upon sale of the shares hereby authorized at par value, shall increase to \$2,700.00.

John Randolph reported that the operator device controlling the Highway 41 gate remained in a state of constant disrepair due to the large number of construction people and others that have been using the lake road during the increased development the area has experienced during the last four years. Upon motion duly made, seconded and carried, it was RESOLVED that President Darnall appoint a committee hereby empowered with the authority to purchase a new gate operator at a reasonable price and to assess each stockholder using the lake road with his prorata share of the cost.

Upon motions duly made, seconded and carried, the following amendments and additions to the Rules of Operation of Hollybrook Lake were adopted, effective immediately:

1. Water skiing and fast operation of motor boats upon the lake shall be permitted only between the hours of 9:00 AM and 6:30 PM on Monday

through Thursday of each week, and from 9:00 AM to 5:00 PM on Friday, Saturday and Sunday of each week. Absolutely no water skiing and fast operation of power boats shall be permitted after dark.

2. Boats must maintain idle speed only at all times in each of the sloughs of the lake.

3. No jug or trot-line fishing shall be permitted on the Lake.

The need to obey these and the other safety and courtesy rules, such as the limit on the number of boats pulling water skiers and the prohibition against loud music, was stressed. Hollybrook Lake is more crowded now than ever, and we must all be mindful of our impact on each other.

Upon motion duly made, seconded and carried, the Board of Directors was empowered with the authority to cite any stockholder for violation of the Rules of Operation, and, after the third cited violation, to impose and collect a fine of \$100.00 against the offending stockholder.

Upon motion duly made, seconded and carried, Article III, Section 2 of the By-Laws of the Corporation was amended to provide as follows:

"The number of Directors of the Corporation shall be three (3), except that the stockholders may, on majority vote, elect a fourth director to serve as Secretary or Treasurer, as hereinafter provided. Each Director shall hold office until the next annual meeting of the stockholders or until his successor shall have been elected and qualified."

Upon motion duly made, seconded and carried, Article IV, Section 4 of the Corporation's By-Laws was amended by adding the following sentence:

"The office of Secretary-Treasurer may, at the election of the stockholders, be held by two individuals and the duties of the office be divided between them under the direction of the President."

Upon motion duly made, seconded and carried, the following stockholders were elected to serve as Directors of the Corporation until the regular annual meeting of the stockholders in the fall of 1989: John Darnall, Billy Hamilton, John Randolph and Larry Church.

John Randolph reported that less than \$3,000.00 was now owed on the loan with Central Bank for paving the lake road. Without objection, the Treasurer was directed to pay off the loan and to assess each of the ten stockholders still making payments on the loan their prorata share of same, after credit for overpayments or charge for deficiencies, as appropriate.

Billy Smyer requested that all stockholders and their guests or children cease riding All-Terrain Vehicles on his property. Stockholders are welcome to walk on his property.

It was decided that the lake level would be dropped around November 1st to permit repairs to docks and boathouses.

There being no further business, the meeting was adjourned.

Respectfully submitted,  
John Randolph, Secretary



SCALE 1"=50' JULY 1960

**THEORY OF PLANTS**  
**PLANT PHYSIOLOGY**

[illegible]



EXHIBIT C

STATE OF ALABAMA       )  
                              :  
SHELBY COUNTY           )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration to S. W. Smyer, Jr., a married man (hereinafter called "the Grantor"), in hand paid by Charles Pratt Brown, II (herein called "the Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, his heirs and assigns, the following described real estate situated in Shelby County, Alabama, to-wit:

BOOK 195 PAGE 988

Description of a parcel of land situated in the NE $\frac{1}{4}$  of Section 24, Township 18 South, Range 1 West, Shelby County, Alabama, Being more particularly described as follows: From the most Southerly corner of Lot 13, Survey of Hollybrook Lake, as recorded in Map Book 4, Page 74, in the Office of the Judge of Probate, Shelby County, Alabama, said point also being a bend point on the Northeast line of Lot 1, Brower's Additon to Hollybrook Lake, as recorded in Map Book 12, Page 60 in the Office of the Judge of Probate Shelby County, Alabama, run in a Southeasterly direction along the Northeast line of said Lot 1 for a distance of 499.07 feet to the most Easterly corner of said Lot 1, thence turn an angle to the left of 33°-14'-30" and run in a Southeasterly direction for a distance of 167.0 feet, more or less, to the West shoreline of Hollybrook Lake and the point of beginning of the parcel of land herein described; from the point of beginning thus obtained turn an angle to the right of 180°-00' from the last described course and run in a Northwesterly direction for a distance of 167.0 feet, more or less, to the most Easterly corner of said Lot 1, thence turn an angle to the right of 33°-14'-30" and run in a Northwesterly direction along the Northeast line of said Lot 1 for a distance of 499.07 feet to the most Southerly corner of the afore mentioned Lot 13, Survey of Hollybrook Lake, thence turn an angle to the right of 90°-00' and run in a Northeasterly direction along the Southeast line of said Lot 13 for a distance of 205.05 feet to the Southwest corner of Lot 14 of said Survey of Hollybrook Lake; thence turn an angle to the right of 74°-11' and run in a Southeasterly direction along the Southwest line of said Lot 14 for a distance of 266.62 feet, thence turn an angle to the left of 60°-00' and run in a Northeasterly direction along the Southeast line of said Lot 14 for a distance of 126.0 feet, more or less, to the west shore line of Hollybrook Lake, thence run in a Southerly direction, meandering along said shore line for a distance of 486.0 feet, more or less, to the point of beginning, said parcel containing 3.66 acres, more or less.

Together with rights of ingress and egress along the private roads leading from [redacted] lands to Shelby County Highway [redacted] as afforded by instrument

TO HAVE AND TO HOLD, unto the Grantee, his heirs and assigns forever, subject only to (i) taxes for 1988 and subsequent years; (ii) rights of others in and to the use of the easements for access, as contained in Deed Book 285, Page 722, and Deed Book 326, Pages 427 and 428, in Probate Office; (iii) restrictions as shown in Deed Book 222, Page 175, in Probate Office; (iv) permit to Alabama Power Company and Southern Bell Telephone & Telegraph Company, as recorded in Deed Book 242, Page 148, in Probate Office; (v) transmission line permits to Alabama Power Company recorded in Deed Book 138, Page 307; Deed Book 182, Page 328; Deed Book 185, Page 475; Deed Book 180, Page 35; Deed Book 231, Page 269; Deed Book 240, Page 444, in Probate Office; (vi) right of way to The Water Works Board of the City of Birmingham, as recorded in Real record 069, Pages 423 and 430, in the Probate Office of Shelby County, Alabama; (vii) Resolution and Restrictions as recorded in Real Record 041, Page 987, in Probate Office; and (viii) the following restrictions which shall constitute covenants running with said real estate:

(a) Said real estate shall be used for single family residential purposes only, and not more than one single family residence shall be constructed on said real estate;

(b) Said real estate shall not be subdivided into smaller units without the written consent of the Hollybrook Lake Corporation after vote of the stockholders as provided in the restrictions of record applying to Hollybrook Lake Subdivision, First and Second Sector; and

(c) The development of said real estate shall comply with the Rules for Development of Lots adopted by Hollybrook Lake Corporation.

And, the Grantor does for himself, and for his heirs, executors and administrators, covenant with the Grantee, his heirs and assigns, that he is lawfully seized in fee simple of said premises, that said premises are free from all encumbrances, that he has a good right to sell and convey the same as aforesaid, and that he will, and his heirs, executors and administrators shall, warrant and defend the same to the Grantee, his heirs and assigns, forever, against the lawful claims of all persons.

The Grantor does further for himself, and for his heirs, executors and administrators, warrant unto the Grantee that no part of said real estate constitutes the homestead of the Grantor.



IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal  
this 22<sup>nd</sup> day of July, 1988.

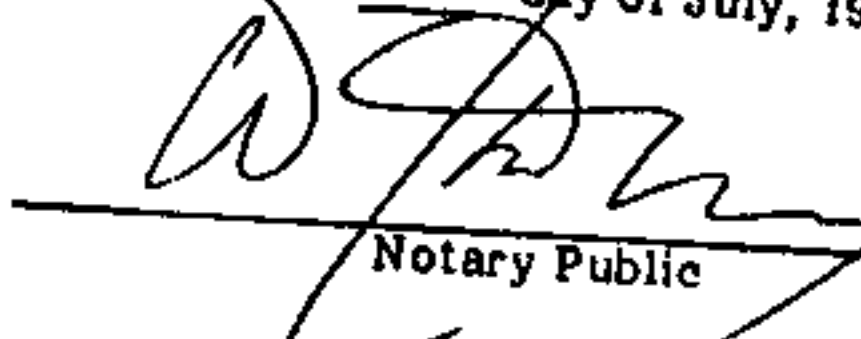
  
S. W. Smyer, Jr. (Seal)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that S. W. Smyer, Jr., whose name is signed to the foregoing  
conveyance, and who is known to me, acknowledged before me on this day that,  
being informed of the contents of the conveyance, he executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of July, 1988.

[SEAL]

  
Notary Public

1-24-92

This instrument prepared by:  
W. Howard Donovan, III  
HASKELL SLAUGHTER & YOUNG  
Professional Association  
800 First National-Southern  
Natural Building  
Birmingham, Alabama 35203  
(205) 251-1000

EXHIBIT D

This Instrument Prepared By:  
John N. Randolph  
Route 1, Box 837  
Leeds, AL 35094

STATE OF ALABAMA

SHELBY COUNTY

EASEMENT

FOR VALUE RECEIVED, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, Sidney W. Smyer, Jr., a married man ("Grantor"), does by these presents grant, bargain, sell and convey unto Hollybrook Lake Corporation, a Corporation, its successors and assigns ("Grantee"), a perpetual and exclusive easement, for the uses and purposes hereinafter enumerated, in and to a certain strip of land, more particularly described as follows, to-wit:

A strip of land fifty (50) feet in width from the high water mark of Hollybrook Lake as the same is depicted in the survey of Hollybrook Lake, First Sector, as recorded in Map Book 4, page 74, in the Probate Court of Shelby County, Alabama.

Said strip of land is hereinafter referred to as the "easement area."

The easement herein described is hereby imposed upon upon all real estate owned by the grantor lying in the NE 1/4 of Section 24, Township 18 South, Range 1 West, Shelby County, Alabama, which adjoins the most southwesterly slough of Hollybrook Lake.

Please Note: The above described real estate does not constitute the homestead of the Grantor or that of his spouse.

In return for the consideration as aforesaid, Grantor hereby adopts and assumes the following covenants and restrictions, which are hereby imposed upon the occupancy and use of the easement area by the Grantor, his heirs, executors, administrators, successors and assigns, and which shall run with and constitute a servitude upon the easement area, and shall inure to the benefit of the Grantee, its successors and assigns, to-wit:

1. No permanent or non-permanent structure of any kind, including, but not limited to, residences, roadways, boathouses, fences, docks, commercial or industrial structures, power or telephone poles, piers, gazebos, decks, porches, mines, pits, wells, pumphouses, walkways, sheds, trailers, signs, dumps, pipe lines, ditches, sewerage and waste outfalls, antennas, television dishes, vehicles, boats and recreational units shall be placed or erected in the easement area.

2. No permanent changes in the topography of the landscape or land surface, except for those caused by the forces of nature, shall be permitted in the easement area.

3. No trees, shrubs, plants or bushes shall be cut, pruned, felled, removed or destroyed on the land in the easement area except for dead trees for the reason of safety.

4. Grantor may not pump or remove water from Hollybrook Lake, nor may he discharge sewerage or waste into Hollybrook Lake.

The granting of this easement is not intended to permit or in any way give the public the right to enter upon the easement area for any purpose.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns, forever; and the Grantor does, for himself, his heirs, administrators, executors, successors and assigns, covenant with the Grantee, its successors and assigns, that he is lawfully seized in fee simple of the said easement area, that the same is free from all encumbrances except as herein noted, that he has a good right to sell and convey the same as aforesaid, and that he will, and his heirs, administrators, executors, successors and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantee has hereunto set his hand and seal this 22 day of July, 1988.

X Sidney W. Smyer, Jr. (L.S.)

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Sidney W. Smyer, Jr., a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of July, 1988.

X Manda Dail Stone  
Notary Public (Affix Seal)

MY COMMISSION EXPIRES MARCH 5, 1989

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUL 25 PM 3: 58

Thomas G. Sullivan, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 27.50

Index Fee 1.00

TOTAL 28.50