

This Instrument Prepared By John N. Randolph,
Sirote & Permutt, P.C.,
2222 Arlington Avenue South, Birmingham, Alabama 35205

Declaration of Covenants and Restrictions

THIS AGREEMENT is made this 7 day of FEBRUARY, 1997, by and between Ingrid F.L. Smyer Kelly, a married woman ("Smyer Kelly", who is one and the same person as Ingrid L. Smyer), Henry W. Donald and wife, Leslie W. Donald (the "Donalds") and Hollybrook Lake Corporation, a corporation (the "Hollybrook Corporation").

Recitals

1. Hollybrook Corporation is the owner of certain real estate situated in Sections 13 and 24, Township 18, Range 1 West, and Sections 18 and 19, Township 18, Range 1 East, Shelby County, Alabama, which is flooded by virtue of a dam forming a reservoir depicted in the Survey of Hollybrook Lake, as recorded in Map Book 4, page 74, in the Probate Court of Shelby County, Alabama (which reservoir and the real estate underlying it are hereinafter collectively referred to as "Hollybrook Lake" or the "Lake").

2. Smyer Kelly is the owner of certain real estate adjoining Hollybrook Lake, the legal description of which is attached hereto as "Exhibit A" (hereinafter referred to as the "Property"), and has entered into a contract to sell the Property to the Donalds.

3. The value of the Property shall be substantially increased if the owners thereof are extended the right to the use and enjoyment of Hollybrook Lake, and such right and value shall inure to the benefit of the successive owners of the Property.

4. This Declaration is given to induce Hollybrook Corporation to grant to the owners of the Property, and to their respective personal representatives, successors and assigns, a right of access to and use of Hollybrook Lake under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual promises and obligations contained herein, and other good and valuable consideration in hand paid by the undersigned to each other, the receipt and sufficiency of which is separately and severally acknowledged, the undersigned agree as follows:

1. The parties agree that the Property shall be, and it hereby is, subjected to each of the following agreements, covenants and restrictions, which shall run with the land and be binding upon the owners of the Property and upon their respective successors, assigns, heirs and

Personal Representatives, and shall inure to the benefit of the Hollybrook Corporation, its successors and assigns, for the term hereafter provided:

A. The Property is hereby subjected to all of the provisions contained in those certain Restrictions applicable to the Survey of Hollybrook Lake, as recorded in Real Volume 222, page 175, in the Probate Court of Shelby County, Alabama.

B. The Property is further hereby subjected to those certain "Rules for Development of Lots" and "Rules for Transfer of Stock in Hollybrook Lake Corporation" and the By-Laws of Hollybrook Lake Corporation, or their equivalent, as presently exist and as may be duly adopted by Hollybrook Corporation from time to time.

C. The Property shall be used for single family residential purposes only, upon which only one (1) single family residence may be constructed; and the plans for such residence, its location and appearance must first be approved by Hollybrook Corporation pursuant to its aforesaid Rules and By-Laws.

D. The Property may not be subdivided into smaller tracts without the express written consent of Hollybrook Corporation.

E. One single-stall boathouse may be built on the Property, but only concurrently with, or subsequent to, the construction of a residence thereon; and the plans for such boathouse, its location and appearance must first be approved by Hollybrook Corporation pursuant to its aforesaid Rules and By-Laws. The owners of the Property shall be entitled to house and store in the boathouse no more than one boat.

F. All contracts for sale of the Property must be by means of a form provided by Hollybrook Corporation in which the prospective purchasers acknowledge receipt of copies of all of the Covenants and Restrictions applicable to the Property, as well as copies of the Articles of Incorporation, By-Laws and Rules governing the rights and obligations of shareholders adopted by Hollybrook Corporation from time to time.

2. Upon the full and proper execution and recordation of this Declaration in the Probate Court of Shelby County, Alabama, and further upon the full and proper compliance by the owners of the Property with the "Rules for Transfer of Stock in Hollybrook Lake Corporation", the said owners, their Personal Representatives, successors and assigns shall be entitled to one (1) single family right of access to and use of Hollybrook Lake with respect to the Property, which right shall continue in full force and effect, and shall be transferable pursuant to the terms of the said "Rules for Transfer of Stock in Hollybrook Lake Corporation" for so long as the said owners, their Personal Representatives, successors and assigns shall have complied with the terms and conditions of this Declaration, it being the express mutual agreement of the parties that Hollybrook Corporation is the sole and lawful owner of Hollybrook Lake, with all right to control access to and use of Hollybrook Lake, including the right to enforce the terms of this Declaration by all lawful means.

3. All of the covenants, restrictions and agreements contained herein shall remain in full force and effect for a period of fifty (50) years from the date of this instrument. Thereafter, these covenants, restrictions and agreements may be renewed in force for successive fifty (50) year periods by the affirmative vote of a majority of the shareholders of the Hollybrook Corporation, which renewal shall be evidenced by a certified copy of the minutes of the meeting of shareholders at which such vote was taken, filed for record in the Probate Court of Shelby County, Alabama.

7th IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this day of January, 1997.
FEBRUARY

Hollybrook Lake Corporation

By Nancy E. Porter (L.S.)
Its President

Ingrid F.L. Smyer Kelly
Ingrid F.L. Smyer Kelly

Henry W. Donald (L.S.)
Henry W. Donald

Leslie W. Donald (L.S.)
Leslie W. Donald

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Nancy E. Brower, whose name as President of Hollybrook Lake Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 29 day of January, 1997.

My Commission expires: 5/15/1997

Notary Public

AFFIX SEAL

STATE OF VIRGINIA
COUNTY OF Henrico

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Ingrid F.L. Smyer Kelly, a married woman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, she executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and seal of office this 26th day of February, 1997.

My Commission expires: August 31, 2000

Notary Public

AFFIX SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Henry W. Donald and wife, Leslie W. Donald, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me that, being informed of the contents of the instrument, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 7 day of February, 1997.

My Commission expires: 5/15/1997



Notary Public

AFFIX SEAL

EXHIBIT A

LEGAL DESCRIPTION

Declaration of Covenants and Restrictions
Agreement between F. L. Smyer Kelly and Henry W. Donald
and Leslie W. Donald

All that part of Section 24, Township 18 South, Range 1 West lying southeast of Shelby County Highway No. 41, and lying West and North and Northeast of the shore of Hollybrook Lake, and less Lots 9, 10 and 11 in survey of Hollybrook Lake, as recorded in the Office of the Judge of Probate of Shelby County, recorded in Map Book 4, Page 74. Said tract of land being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 18 South, Range 1 West and run South along the East line of said 1/4 - 1/4 for 0.73 feet to a point on the Northwest line of Lot 10, of said Hollybrook Lake Subdivision; thence turn 39°47'50" right and run Southwesterly along the Northwest line of Lots 10 and 11 of said Subdivision for 342.61 feet to a point, said point being the Northwest corner of Lot 11 of Hollybrook Lake Subdivision; thence turn 86°56'12" left and run Southeasterly 292.36 feet to a point on the shore line of Hollybrook Lake and the point of beginning of the tract of land herein described; thence turn 180°00'00" right and run Northwesterly 292.36 feet; thence turn 86°56'12" right and run Northeasterly along the Northwest line of Lot 11 and Lot 10 for 342.61 feet to a point on the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 24; thence turn 39°47'50" left and run North along said 1/4 - 1/4 line for 0.73 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 24; thence turn 90°00'00" left and run West along the North line of said 1/4 - 1/4 section for 1143.73 feet to a point on the Easterly right of way line of Shelby County Highway #41; thence turn 34°55'19" left and run Southwesterly along said road right of way for 17.93 feet to a point on the shore line of Hollybrook Lake; thence turn left and run along the shore line of Hollybrook Lake to the point of beginning.

Inst. # 1997-04304

6 02/10/1997-04304
10:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MEL 21.00