


THIRD AMENDMENT TO
AMENDED AND RESTATED COVENANTS
(the "THIRD AMENDMENT")

Recitals


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Shelby Cnty Judge of Probate, AL
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WHEREAS, Shelby Lake Corporation, an Alabama corporation ("Shelby"), was organized September 15, 1953, as a business corporation under Title 10, Code of Alabama 1940, as evidenced by a Certificate of Incorporation recorded at Inc. 93, Page 415 et. seq. in the Probate Office of Jefferson County, Alabama; and

WHEREAS, Shelby was formed for the purpose of serving as an association of purchasers of lots at "Smyer Lake", which was a lake then being constructed in Shelby County, Alabama on land owned by S.W. Smyer, Jr. ("Smyer"), and by the Mountain View Land company, an Alabama corporation ("Mountain View"); and

WHEREAS, by warranty deed dated January 1, 1954, and recorded at Book 172, Page 234 in the Probate Office of Shelby County, Alabama, Smyer conveyed to Shelby all of the bed of "Mountain View Lake" (now known as "Smyer Lake") as identified in the plat of Mountain View Lake Subdivision, 1st Sector, recorded at Map Book 3, Page 135, in the Probate Office of Shelby County, Alabama (the "1st Sector Plat": "Mountain View Lake" is also identified in the plat of Mountain View Lake Subdivision, 2nd Sector, recorded at Map Book 3, Page 150, the "2nd Sector Plat", the 1st and 2nd Sector Plats being herein collectively referred to as the "Lake Plats"); and

WHEREAS, by instrument dated March 25, 1955, recorded at Book 172, Page 236 in said Probate Office, Mountain View imposed certain restrictions, conditions and limitations upon the real property described in the 1st Sector Plat (the "Mountain View Covenants"); and

WHEREAS, by the following deeds recorded in said Probate Office in 1992 and 1993, Smyer and members of his family conveyed to Shelby the balance of the real property comprising the caretaker's house, roads, dam, spillway and other inholdings within the "Private Road" identified on the Lake Plats (now known as "Smyer Lake Road") which together constitute the common areas of the lake, lots and development identified in the Lake Plats (collectively, the "Smyer Lake Development"):

1. Warranty Deed recorded 9/1/1992 as Instrument # 1992-18637
2. Warranty Deed recorded 3/24/1993 as Instrument #1993-08108
3. Warranty Deed recorded 3/24/1993 as Instrument #1993-08109; and

WHEREAS, Shelby is the successor in title to all of the above-described common areas of the Smyer Lake Development (the "Common Areas"); and

WHEREAS, the stockholders of Shelby have elected to reorganize Shelby as an Alabama nonprofit corporation pursuant to Title 10, Chapter 3A, Sections 10-3A-1 through 225, inclusive, Code of Alabama (the "Alabama Nonprofit Corporation Act", or

"Act"), and pursuant to a plan of reorganization adopted by the stockholders of Shelby have organized Smyer Lake Homeowners Association, Inc., under the Act (the "Smyer Lake Association", or "Association") as evidenced by Articles of Incorporation and Bylaws of the Association recorded on July 10, 2006, at Bk. LR 2006, p. 19269 in the Probate Office of Jefferson County, Alabama, Birmingham Division as amended by instrument recorded on July 14, 2006, at Bk. LR 200611, p. 27695 (the "Articles" and Bylaws), and have caused Shelby to convey to the Association all of the Common Areas of the Smyer Lake Development as evidenced by deed recorded as Instrument #200688000382700 in the Probate Office of Shelby County, Alabama; and

WHEREAS, Smyer Lake Association is a membership corporation with its members ("Members") consisting of all record owners of fee title to each lot in the Smyer Lake Development, there being one (1) voting right for each such lot in accordance with the Bylaws of the Association; and

WHEREAS, the Association is currently engaged in the process of preparing a master plan to address needed improvements and guidelines for the further use and development of the Smyer Lake Development (the "Master Plan"); and

WHEREAS, the Association amended and restated the original Mountain View Covenants to reflect the above-referenced transactions and address other matters as evidenced by Amended And Restated Covenants dated as of July 26, 2006, recorded at

20060808000382710 in the Probate Office of Shelby County, Alabama (the "Restated Covenants"); and

WHEREAS, by First Amendment to Amended and Restated Covenants dated as of May 20, 2007, recorded at 20070706000318420 in the Probate Office of Shelby County, Alabama, and re-recorded at 20070730000353670 in said Probate Office, the date for amending the Restated Covenants under paragraph 11 thereof was extended until July 15, 2008, in order to provide the additional time needed for the development and approval of initial components of a Master Plan, including preparation of an architectural design guide and other planning materials; and

WHEREAS, by Second Amendment to Amended and Restated Covenants dated as of the 4th day of May, 2008, recorded at 20090731000294630 in said Probate Office of Shelby County, Alabama, the date for amending the Restated Covenants under paragraph 11 thereof was extended until May 31, 2009, in order to provide additional time for amending the Master Plan; and

WHEREAS, the Members desire to further amend paragraph 11 of the Restated Covenants to provide that they may be amended on or before May 31, 2012, by a vote of sixty percent (60%) of the Members to address more comprehensive revisions that may be required to conform the Restated Covenants to the provisions of a Master Plan and related Design Guide and other materials by the Members; and

WHEREAS, the Members further desire to address in this Third Amendment certain interim revisions to the Restated Covenants in order to address changes and/or additional areas that have been identified to-date in the Master Planning Process as matters that need to be addressed.

NOW, THEREFORE, be it resolved by the Members of the Association, as evidenced by a vote of the Board of Directors of the Association and of more than sixty percent (60%) of the Members taken as of May 4, 2008, as authorized by paragraph 11 of the Restated Covenants, the Restated Covenants are hereby amended, superseded and restated to read in their entirety as follows:


RESTRICTIVE COVENANTS

Smyer Lake Association hereby declares that the Common Areas, and all lots described in the Lake Plats, as the same may now or hereafter re-subdivided or amended, and all other lots or parcels, whether described by metes and bounds or otherwise, now or hereafter having a right of access to Smyer Lake or the Common Areas, as well as those other Lake-vicinity lots or parcels owned by a Member described in the Rules made Exhibit A hereto (collectively, the "Lots"), shall be held, owned, developed, used and operated, and sold, leased, mortgaged or otherwise conveyed, subject to the following described covenants and restrictions (collectively the "Covenants"), which shall run with the land, and be binding upon Smyer Lake Association and its Members, and upon all

parties now or hereafter having any right, title or interest in or to any of the Lots or the Common Areas or any portion thereof:

1. Rules. The Association adopted revised Rules ("Rules") effective as of April 2, 2011, relating to the use and enjoyment of Smyer Lake and the surrounding areas by all Members of the Association, a copy of which are attached to this Second Amendment as Exhibit A, and all provisions of the Rules are hereby incorporated herein by reference and shall constitute a part of these Covenants.

2. Use and Occupancy Restrictions. The Common Areas and Lots (together, the Lots and Common Areas may be referred to herein as the "Property") shall not be used for any commercial purpose, and no kennels or the raising, breeding, or keeping of any animals or fowls having the potential to create environmental problems or be noxious or otherwise dangerous or offensive to neighbors or others shall be permitted on the Property; provided, however, that the foregoing provision shall not be construed to prohibit the stabling and raising of horses for personal use on those Lots that were not identified in the original Lake Plats if all applicable provisions of the Rules are observed and appropriate measures are taken and maintained at all times to ensure that the Lake is protected from the introduction of silt or pollutants. It is contemplated that the use of the Lots shall be for either permanent or vacation residences for use by Members and their guests and invitees as provided for in the Rules, and any use thereof which shall be inconsistent with these uses shall be prohibited. No Lot shall be leased, either


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Expenses of the Association and to make and collect Assessments (as such capitalized terms are defined in the Bylaws) against Members for the payment of the same, including the power to levy and enforce liens against Lots for unpaid Assessments and related charges owned by the Member owners thereof in the manner provided for in the Bylaws. Each Member owning a Lot, by acceptance of a deed or other instrument conveying an interest therein, regardless of whether such deed or instrument contains a reference to these Covenants, is deemed to covenant and agree to pay the Association all Assessments (whether annual or special) made in accordance with the Bylaws, together with all late charges, interest, court costs and attorneys' fees incurred by the Association to enforce and collect the same, which shall constitute an equitable charge and lien upon each Lot for which the Member owner(s) thereof are responsible for the payment of the same, which lien may be enforced in the manner provided for in Section 4 of the Bylaws, including any amendments thereto.

5. The provisions of these Covenants, including any amendments hereto, shall be binding upon and apply to all Lots and other Property of the Smyer Lake Development, and shall constitute covenants running with the land with respect to all of the Lots and Property of the Smyer Lake Development, and inure to the benefit of and be enforceable by Smyer Lake Association, and its successors and assigns for a period of ninety nine (99) years from the date hereof, after which time these Covenants shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless terminated by action taken by the affirmative vote of two thirds

gratuitously or for a monetary consideration, unless the written consent of the Board of Directors of the Association (the "Board") has been first obtained.

3. Construction. All construction, including any material renovations of the exterior of existing structures, must be approved by the Architectural Review Committee (the "ARC") and be otherwise designed and completed in conformity with Section 9 of the Rules in effect on the date construction is commenced (including the Design Guide provided for in that Section), and shall also meet the following requirements:

- (a) No structure shall exceed 35 feet in height.
- (b) New residential construction shall contain not more than seven thousand, five hundred (7,500) square feet for any configuration unless the prior written consent of the Board has first been obtained. For the purpose of calculating square footage under this Covenant, only heated/cooled space shall be considered and garages, basements, carports and open decks or terraces shall not be considered.

The provisions of this Section 3 and Section 9 of the Rules shall apply to all structures, including boathouses and out-buildings, erected on any Lot or over adjoining areas of Smyer Lake, commenced after the effective date of this Second Amendment. **THESE COVENANTS SHALL NOT BE CONSTRUED OR INTERPRETED TO PROHIBIT THE CONTINUED EXISTENCE OR MAINTENANCE OF ANY PRE-EXISTING STRUCTURE.**


4. Assessments. The Articles and Bylaws of the Association provide that the Association has the power to fix and determine sums necessary to pay the Common

(2/3rds) of the voting Members of the Association in the manner provided in paragraph 10 of these Covenants.

6. The provisions of these Covenants may be amended on or before May 31, 2012, to address revisions that may be required to conform the Covenants to the provisions of a Master Plan following its approval by the Members. An amendment to these Covenants pursuant to this paragraph shall require the vote of the Board of Directors of the Association and of sixty percent (60%) of the Members, and shall be evidenced by an instrument executed and recorded in the manner provided for in paragraph 7 of these Covenants.

7. Subject to the provisions of paragraph 6 above, the provisions of these Covenants may be amended from time to time or terminated by the Association upon a vote by its Board of Directors and a two thirds (2/3rds) majority of its voting Members as evidenced by an instrument executed by the Association, and containing a certificate by the Secretary of the Association to the effect that the written consent of all voting Members whose consent to the same is required has been obtained, upon the recording of the same in the real property records in the Probate Office of Shelby County, Alabama.


IN WITNESS WHEREOF, Smyer Lake Association, Inc. has caused these Covenants to be duly executed as of the 4th day of May, 2008 (the "Effective Date")


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Smyer Lake Association, Inc.

By: Man Cobillard

Its President


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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Marc Robillard, whose name as President of Smyer Lake Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Third Amendment to Amended and Restated Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such President and with full authority, executed the same voluntarily for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal this 3rd day of July, 2012.

{Notary Seal}

Marian M. Kittle
Notary Public
My Commission Expires: April 6, 2013

Secretary's Certificate

I, Jerome K. Lanning, the undersigned Assistant Secretary of Smyer Lake Association, Inc., hereby certify that the foregoing Third Amendment to Amended and Restated Covenants have been approved by the Board of Directors and by at least a sixty percent (60%) majority of the voting Members of Smyer Lake Association, Inc.

This 3rd day of July, 2012.

Jerome K. Lanning
Assistant Secretary

STATE OF ALABAMA)


JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Jerome K. Lanning, whose name as Assistant Secretary of Smyer Lake Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Secretary's Certificate, and who is known to me, acknowledged before me on this date that, being informed of the contents of such instrument, he, as such Assistant Secretary and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of July, 2012.

{Notary Seal}

Marion M. Kittle
Notary Public
My Commission Expires: April 6, 2013


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**RULES FOR SMYER LAKE HOMEOWNERS ASSOCIATION, INC.
(the "ASSOCIATION")**

Revision Effective April 2, 2011

PURPOSE OF RULES


These rules are adopted by the Association to enhance the enjoyment of Smyer Lake and surrounding areas by all Members of the Association, to accommodate wide and varied interests as much as possible, and to help maintain and ensure the existing and fundamental residential character of the area.

The number one rule is to abide by the "Golden Rule" and have consideration for one another.

That stated, each Member (this term, when used herein, includes any persons related to a Member by blood or marriage), guests of the Member, and other invitees who use Smyer lake and common areas for recreation (fishing, boating, swimming, skiing, hiking, running, cycling, etc.), do so at their own risk and shall assume liability for their own actions. Neither the Association nor the other individual Members thereof assume any liability for the acts of any such person with regard to such activity. All such persons shall be deemed to have released and held the Association and its other Members harmless from any and all liability or claims of liability arising from their utilization of Smyer Lake and the common areas of the Association.

Members shall inform their family, guests, and other invitees of these Rules, liability waiver, and the necessity of abiding by these requirements.

EXHIBIT A


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1. **FISHING**

A. No fish are to be taken by any method other than pole and line or rod and reel. No "trot lines" or "jug fishing" shall be permitted.

B. Larger bass are typically females, and Largemouth Bass, if over approximately 14 inches should be released for breeding purposes unless required for mounting. Smaller bass and all "Spotted Bass", catfish and crappie caught should be removed (bream are optional).

C. No Member shall be allowed more than 2 boats fishing on the lake at one time. When fishing from the bank or pier of a Member's property, there will be no limit on the number of guests fishing.

D. No Member shall permit or invite any guests to fish at any time unless the Member or some member of his or her family is present, except that guests of any Member who occupy the Member's lake residence shall be permitted to fish while occupying said residence during the Member's absence. Any such guests having such privileges shall be permitted to invite guests to fish.

2. **HUNTING**

No hunting shall be allowed.

3. **WATER SKIING**

A. Water skiing is prohibited beyond the markers established in the lake.

B. Waterskiing in a reckless manner will not be tolerated, and the boat operator must be careful not to endanger the safety of swimmers or those on rafts or in canoes or kayaks. Safety first and consideration of others must be a prime concern.

C. Not more than 2 boats shall engage in water skiing at the same time. In the event 3 boats should happen to be skiing at the same time, then the one closest to its take-off point should return there promptly and stop. Water skiing will be permitted between the hours of 10 a.m. and 6 p.m.

D. Skiing boats shall move counter-clockwise at all times and not pass the marker buoys.

E. Boats not pulling skiers, but being operated only for pleasure, should give right of way in favor of the skiers. This should reduce the danger of someone being injured.

F. Alabama Water Safety Laws must be observed where applicable.

4. **BOATS & VEHICLES**

A. No "inboard" motor boats will be allowed.

B. Only boats owned by a Member, and no outboards in excess of 75 H.P., will be allowed.

C. The operation of any type of watercraft, powered or non-powered, by anyone under the influence of alcohol or drugs is strictly prohibited.

D. No jet skis, wet bikes, or similar vehicles will be allowed.

E. Guests or invitees of a Member (other than guests covered under Rule 1.D.) are not allowed to operate any type of powered watercraft on the lake without a Member present on the Member's property. The Member shall be considered to be directly responsible for fines or sanctions under these Rules relating to the actions of the operators of any boats operated from the Member's property.

F. The pouring or leakage of any polluting material into the lake is prohibited, including oil or gas, paint, solvents, insecticides, herbicides, or other similar materials. All appropriate care should be taken when filling gasoline or oil tanks, or when constructing, maintaining or repairing boathouses, decks or other structures close to the water, to prevent the introduction of pollutants into the lake.

G. All boats must have lake decals displayed on both sides of the boat and Members whose boats are not identified with decals shall be subject to fines (after one warning) of \$50.00 for the first offense. \$100.00 for the second offense, and \$200.00 for the third or subsequent offenses, in accordance with the procedures set forth in Section 6.2 of Article VI of the Bylaws.

H. Before and after skiing hours, boaters shall restrict their speed so as not to interfere with other boaters or those fishing or otherwise conduct themselves so as to cause a nuisance or create unsafe conditions. For safety reasons, all power boats operated after dusk must use operating navigation lights.

I. All automobiles of each Member and those of the Member's immediate family who visit the lake frequently should be identified with a lake decal (preferably on the front windshield). Any 4-wheelers, motorcycles or similar powered vehicles owned by these individuals or operated from a Member's premises should also be identified with a lake decal and should only be operated on the paved roads of the Association or on the property of the Member.

5. **GUESTS & FAMILY**

A. Guests and family members of a Member (i.e. those persons related by blood or marriage to a Member) shall have the same privileges of use as the Member,

provided that they adhere to the Rules, and that the Member involved assumes full responsibility to the Association for fines and sanctions under these Rules for their actions as provided for in subparagraph E of paragraph 4 hereof.

6. **BEAUTIFICATION; LAKE HEALTH; HORSES AND SEPTIC TANKS**

A. No trash, beer cans, bottles, etc. should be introduced into the lake or deposited on the access road or other common areas.

B. No non-biodegradable trash or other materials **OF ANY KIND** should be disposed of in the lake or in its vicinity.

C. Each Member is responsible for disposing of his or her own garbage, and no garbage shall be placed outside of a Member's house or set outside a Member's premises, except in garbage cans temporarily prior to disposal.

D. All trees and brush that are cut down or fall by the lake should be removed by the Member, unless the tree or brush falls into the lake or common area, in which case the Association will handle removal if that is considered necessary.

E. Each Member shall maintain his or her Lot and any other lake-vicinity property owned by such Member in a clean and attractive condition, with all houses, boathouses, and outbuildings kept in good condition and repair, and no derelict vehicles, storage of toxic or non-biodegradable material or other unsafe or unsightly conditions shall be permitted.

F. The quality and purity of our Lake water is central to the use and enjoyment of every Member's property, and every Member must endeavor to ensure the continued maintenance of our water quality. The Association periodically tests the water for the presence of E. coli, fecal coliform bacteria and other organic contaminants, and

the results have been exceptionally good, but we all must remain vigilant in order to avoid any such contamination. In particular, improperly maintained septic tanks and the run-off from pastures where horses are grazed represent a potential risk in this regard. Septic tanks shall be inspected on a regular basis for regulatory compliance and to ensure that are in good operating condition, and the following protocols should be observed with respect to the construction of pasture areas, barns and stables and the number and grazing of horses on any property owned by a Member which abuts or drains into our Lake:

i. The design and construction of all pastures and other areas requiring clearing should be done in a manner so as to avoid or minimize to the maximum extent possible the creation of drainage profiles that might adversely impact our Lake, either from siltation buildup or from the introduction of herbicides, pesticides, chemicals, petroleum products or other pollutants or bacterial or other organic contaminants into the Lake, and all applicable provisions of Section 9 of these Rules relating to Construction should be observed prior to and throughout construction and any remediation that may be required.

ii. All erosion-control best management practices (BMPs) must be implemented prior to the commencement of construction and diligently maintained at the Member's expense throughout both the graded and cleared construction areas as well as the rest of the drainage profile to the Lake (including any such areas outside the Member's property) until all cleared areas on the Member's property shall have re-established vegetation and the risk of potentially damaging run-off has abated. If it is determined by the ARC and the Board that any material silt build-up has developed in the

Lake as a result of such construction/grading activities, the Member shall be responsible for the cost of its removal.

iii. Erosion and the potential for rodent and insect infestation can be substantially reduced if there is a reasonable ratio for horses to fenced pasture areas: the recommended ratio can vary based upon the pasture type, maintenance or other conditions, but the generally observed rule is that the ratio of permanently-pastured horses to fenced pasture should be at least 2 acres per horse, and a reasonable and conservative ratio should be maintained.

7. FINES; REMEDIES

A. In accordance with the provisions of Section 6.2 of Article VI of the Bylaws, the ARC or Rules Committee, with the approval of the Board, may levy fines not to exceed \$500.00 in the aggregate for any violation against any Member who violates or allows a member of his or her family or guests to violate any of the Rules.

B. All amounts collected by fines will be turned over to the Grounds Committee to be used to maintain and improve the common areas of the Association as the Board may direct.

C. If any Rules violation shall not have been corrected by a Member after notice and the imposition of any fines by the Board, then the Board make seek other sanctions related to such violation(s) as may be permitted under the Bylaws, and such Member will be liable for the cost of any related legal action incurred by the Association, including attorney's fees, if found to have been in violation of such Rule(s).

8. **GATE & SECURITY**

A. Gate access codes will be provided annually to Members. Codes should be considered confidential and should only be disclosed to others with discretion.

B. In the event of power failure, the gate should "open" automatically. In the event the gate malfunctions in a closed position and will not open, contact David Young or any Board Member.

C. Transmitters may be obtained only through the Association. Any Member or other lake property user who obtains a transmitter from some other source will be subject to a fine pursuant to Rule 7 herein.

9. **CONSTRUCTION**

A. All construction or tree-removal or grading operations on any Lake-vicinity property owned by a Member must be conducted in accordance with the Covenants and approved in advance by the Architectural Review Committee (the "ARC"), and the design and implementation of the same shall meet the requirements of the Smyer Lake Architectural Design Guide (the "Design Guide").

B. The following rules shall apply to all construction projects commenced after the effective date of adoption of these Rules:

1. All plans and specifications are to be submitted to the ARC in advance for review and approval in accordance with the Design Guide.
2. In order to monitor any potential road damage relating to such operations, baseline lake road conditions shall be established by the Road Committee prior to the commencement of operations, and

such conditions shall be monitored by the Road Committee throughout construction.

3. Compliance inspections will also be conducted by the ARC or its designee during the operations as described in the Design Guide.
4. Portable sanitary facilities are required for construction of a house, or extensive renovation or clearing operations.
5. Contractors should provide their own water supply for brick or mortar work, termite protection, etc.
6. Contractors should have mobile telephone or radio for communication.
7. Hours on site - 7:00 a.m. til 7:00 p.m. weekdays and 9:00 a.m. to 7:00 p.m. on weekends and Federal holidays. No loud major work on Sundays is permitted.
8. No loud radios, etc...this is not considered construction noise.
9. The entry onto the property should be prepared early with slag to avoid muddy roads and maintain clean and neat housekeeping during construction.
10. Contractors must provide garbage containers on-site for trash disposal, and **NO TRASH MAY BE DUMPED OR DISPOSED OF IN OR IN THE VICINITY OF THE LAKE.**
11. Roadsides must be kept free of all materials related to the job site, and no worker vehicle parking shall be permitted at any time (including on work-breaks) on Lake-system roads in areas

adjoining the dam, bridge/spillway, the rip-rapped and other areas around the bend across from the entrance to Big Pine, or elsewhere along Lake roads, if any parking options are available closer to the construction site.

12. If a Member permits workers to fish or engage in other recreational activities during work-breaks, those should be limited to the Member's property, and boat access to the Lake by such workers for fishing shall not be permitted.
13. Once construction is finished, all damage that the Road Committee and the Board may determine to have occurred to any roads related to the construction must be repaired at the expense of the Member.

To the extent that construction by Members is active in more than one location during a single time-period, aggregate road repair costs will be allocated by the Road Committee among such Members (subject to Board approval).

14. When major construction is completed, the ARC shall be notified.
15. Trucks to job must not exceed specified weights (Example: 4 tons on cement trucks).
16. If construction causes damage to a neighbor's property, this becomes a matter of civil law and should be resolved immediately and amicably if possible.

17. All tree-clearing or grading operations shall be conducted in accordance with the Design Guide, which requires, among other things, that in order to help preserve the existing wooded view now enjoyed by Members from their properties and the Lake and surrounding Common Areas, unnecessary tree removal shall not be permitted.
18. All erosion control best management practices (BMPs) must be observed and implemented with respect to all clearing, grading and construction operations on any Lake-vicinity property owned by a Member, and the Member shall be responsible to the Association for any damage to the Lake resulting from the build up of silt into the Lake or the introduction of any construction materials or pollutants into the Lake or any property in the Lake's vicinity.
19. All requirements of these Rules, the Design Guide and the Covenants relating to all such construction, clearing and grading operations must be complied with, including the requirement that no structure shall be erected closer than 40 feet to any adjoining property line(s) without the **PRIOR WRITTEN CONSENT** of both the Board and the adjoining property owner(s).
20. Minimum and maximum square footage of homes is addressed in the Design Guide.
21. The Design Guide shall be reviewed and updated periodically, and a current copy will be available on the website of the Association

at www.smyerlake.com, or a hard copy may be obtained from a member of the ARC or the Board.

10. **HOLLYBROOK LAKE & BIG PINE FISHING CLUB MEMBERS WHO ARE NOT SHELBY LAKE STOCKHOLDERS**

Those using Shelby Lake Corporation entrance and road will be assessed the same as Members of the Association to maintain the road, gate operation, and caretaker expenses.

11. **SPEED LIMIT**

The maximum speed limit on the lake road is 13 M.P.H.

12. **LOUD MUSIC**


Sound carries easily on the lake. Be considerate of others when playing stereos, radios, and TV's.

13. **LIGHTS**

Lights also are reflected over water and may disturb the view and enjoyment of others around the lake. Care should be taken in the installation of floodlights, security and other lighting on the lakeside of a residence to direct or shade the lighting downward or otherwise minimize unnecessary light transmission across the lake and preserve a more natural view for other Members around the lake. Lighting should also be timed or manually controlled so that it is turned off when not needed.

14. **USE OF POISONS**

Do not use any poisons/herbicides which could in any way pollute our lake water.


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15. **PETS**

Dogs should be accompanied by a Member and preferably be leashed when not confined to the Member's property.

16. **SELLING PROPERTY**

A. Any Member who wishes to sell his lake property is encouraged to first notify the other Members in writing as to an intention to sell and price, so that the other Members' relatives and friends may have a first opportunity to make an offer of purchase. All purchasers must be approved by the Stock Transfer Committee as provided for in Sections 1.2 and 2.13 of the Bylaws.


B. No real estate signs shall be posted on the common areas of the Association, including the lake access road, or the lake road entrance at Highway 41.

17. **RULES REVISIONS.**

It is anticipated that these Rules will be updated and amended periodically in order to reflect current conditions.

18. **EFFECTIVE DATE**

These Rules are adopted by the Board as of April 2, 2011, and shall become effective as of that date upon ratification by the Members as provided for in the Bylaws. All prior rules in conflict with these Rules shall be void as of their effective date.


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