

AGREEMENT REGARDING SUBDIVISION/CONSOLIDATION OF LOTS

THIS AGREEMENT REGARDING SUBDIVISION/CONSOLIDATION OF LOTS (this "Agreement") is made and entered into as of the 30th day of January, 2024 by and between **JOHN B. KELLEY AND DIANA L. KELLEY** (collectively, "Owners"), and the **MT LAUREL NEIGHBORHOOD ASSOCIATION, INC.**, an Alabama nonprofit corporation (the "Association").

R E C I T A L S:

Owners are the owners of Lot 20-14 ("Lot 20-14") and Lot 20-15 ("Lot 20-15") according to the Final Plat of Mt Laurel Phase IIIB Sector 2, as recorded in Map Book 41, Page 44 in the Office of the Judge of Probate of Shelby County, Alabama. Lot 20-14 and Lot 20-15 are contiguous to each other and are subject to the terms and provisions of the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35580 in the Office of the Judge of Probate of Shelby County, Alabama, as amended (as so amended, collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Owners desire to resubdivide Lot 20-14 and Lot 20-15 into one (1) combined lot (the "Combined Lot").

The Association and the Mt Laurel Design Review Board have approved the combination of Lot 20-14 and Lot 20-15 into the Combined Lot and have agreed that, subject to Owners' execution of this Agreement, the Combined Lot will be assessed as only one (1) Lot under the Declaration, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the Association and the Mt Laurel Design Review Board approving the combination of Lot 20-14 and Lot 20-15 into the Combined Lot, the parties agree as follows:

1. General Assessments. Subject to the provision of Paragraph 2 below, from and after the date on which a subdivision plat combining Lot 20-14 and Lot 20-15 into the Combined Lot has been recorded in the Probate Office (the "Effective Date"), the Combined Lot will be assessed for General Assessments and Special Assessments as one (1) Lot only under the terms and provisions of the Declaration.

2. Resubdivision of Combined Lot. If, at any time after the Effective Date, the Combined Lot is resubdivided into two (2) or more Lots (the "Resubdivision"), with the approval of the Association and the Mt Laurel Design Review Board, then the Owners, for themselves and their respective heirs, executors, personal representatives and assigns, covenant and agree to immediately pay in full to the Association the total amount of General Assessments which would have been levied by the Association against both Lot 20-14 and Lot 20-15 from and after the Effective Date through the date on which a subdivision plat reflecting the Resubdivision of the

Combined Lot into two (2) or more Lots has been recorded in the Probate Office less the General Assessments paid with respect to the Combined Lot (as one Lot) during such period of time.

3. Covenant Running with the Land. The terms and provisions of this Agreement shall constitute covenants running with the land which shall be binding upon and inure to the benefit of the Owners, the Association and their respective heirs, executors, personal representatives, successors and assigns and shall be enforceable against all subsequent owners of the Combined Lot.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNERS:

John B. Kelley
John B. Kelley

Diana L. Kelley
Diana L. Kelley

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

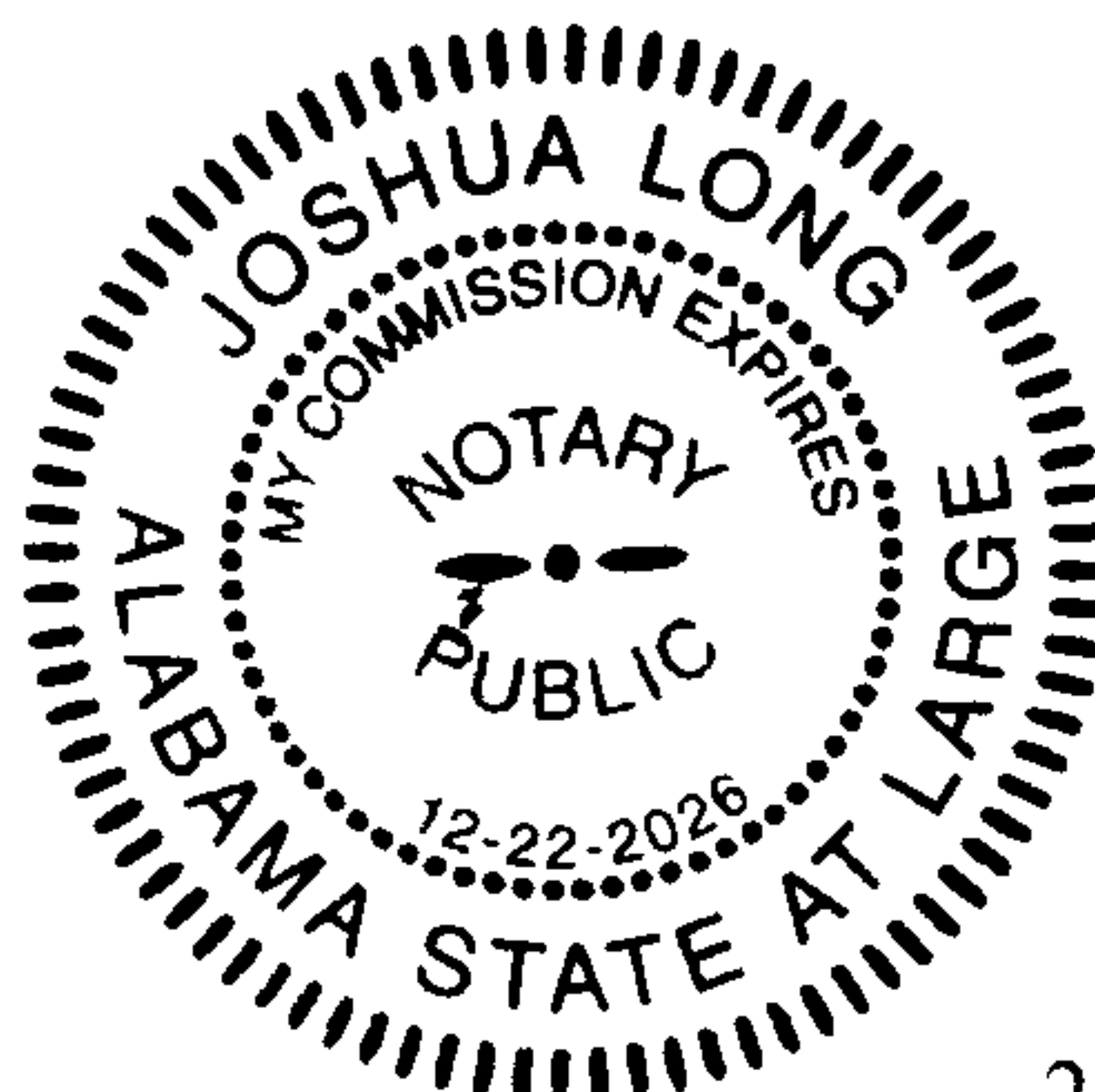
I, the undersigned, a Notary Public in and for said County and State, hereby certify that John B. Kelley and Diana L. Kelley, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal on this 25 day of January, 2024.

Joshua Long
Notary Public

My Commission expires: December 22, 2026

[NOTARIAL SEAL]





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 Shelby Cnty Judge of Probate, AL
 02/22/2024 10:01:15 AM FILED/CERT

ASSOCIATION:

**MT. LAUREL NEIGHBORHOOD
 ASSOCIATION, INC.,** an Alabama nonprofit
 corporation

By: [Signature]
 Printed Name: Nicholas Dawson
 Its: Director

STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

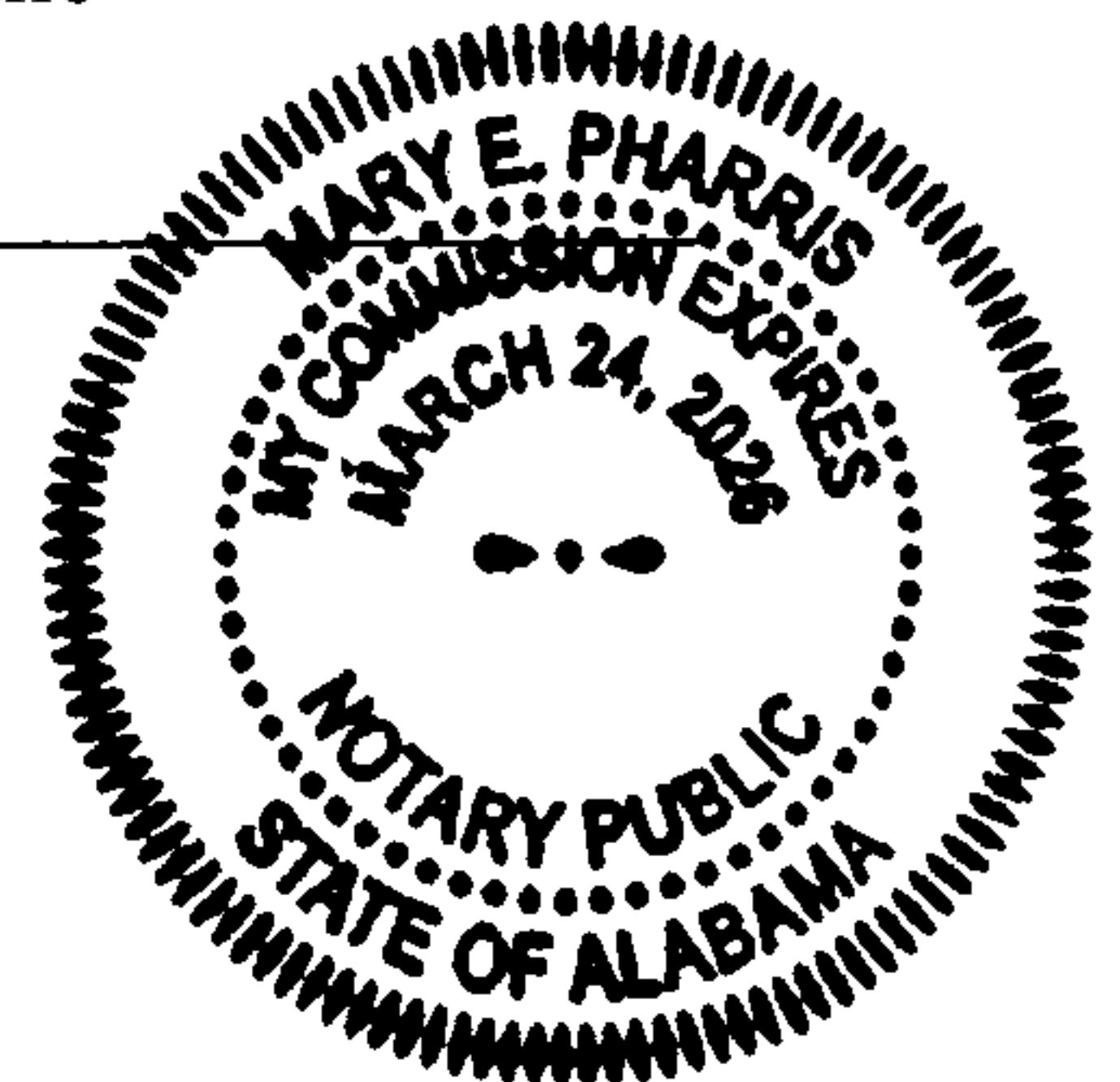
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that
Nicholas Dawson, whose name as Director
 of the Mt Laurel Neighborhood Association, Inc., an Alabama nonprofit corporation, is signed to
 the foregoing instrument and who is known to me, acknowledged before me on this day that, being
 informed of the contents of the instrument, he or she, as such officer and with full authority,
 executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal this 30 day of Jan., 2024.

Mary E. Pharris
 Notary Public

[NOTARIAL SEAL]

My commission expires: _____



Prepared by:
 Stephen R. Monk
 BABC
 One Federal Place
 1819 5th Ave N
 Birmingham, AL 35203