

STATE OF ALABAMA       )  
                                  :  
COUNTY OF SHELBY       )

**COMPLIANCE CERTIFICATE**

THIS COMPLIANCE CERTIFICATE (this "Certificate") is made and entered into as of the 4<sup>th</sup> day of December, 2008 by **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation ("Grantor"), in favor of **DANIEL SENIOR LIVING OF INVERNESS II, LLC**, an Alabama limited liability company ("Grantee"), and **DANIEL SENIOR LIVING OF INVERNESS I, LLC**, an Alabama limited liability company ("DSLI").

**RECITALS:**

Grantor has heretofore transferred and conveyed to Grantee by statutory warranty deed dated May 1, 2008 (the "Statutory Warranty Deed") and recorded as Instrument 20080501000179650 in the Office of the Judge of Probate of Shelby County, Alabama that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor has heretofore transferred and conveyed to DSLI, an affiliate of Grantor, that portion of the Property (the "Clubhouse Project") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Exhibit B to the Statutory Warranty Deed contained a Declaration of Protective Covenants (the "Restrictions") which applies to all of the Property, including the Clubhouse Property. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Restrictions.*

Grantee has commenced construction of improvements to the Property and Grantor desires, pursuant to Section 2.12 of the Restrictions, to acknowledge that various plans, uses and other provisions of the Restrictions have been approved and otherwise satisfied by Grantee and shall no longer be binding upon the Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. All plans required to be delivered to Grantor by Grantee and DSLI for improvements to the Property pursuant to Article II of the Restrictions have been delivered to, and approved by, Grantor. From and after the date hereof, all of the terms and provisions of Article II of the Restrictions shall be deemed to have been fully satisfied by Grantee and DSLI.

2. Grantor does hereby acknowledge and agree that the Property will be developed, used and occupied for single-family residential purposes which will include patio or garden homes for senior citizens and all uses found within or incidental thereto, including a clubhouse

(to be developed by DSLI on the Clubhouse Property). The aforesaid uses are hereby approved by Grantor as required by the terms and provisions of the Restrictions.

3. Grantor further acknowledges and agrees that the repurchase rights set forth in Section 2.7.5 of the Restrictions and the Right of Repurchase set forth in Article V of the Restrictions are null and void and of no further force and effect and shall not be binding upon any portion of the Property (including the Clubhouse Property).

4. Except as expressly set forth above, all of the remaining terms and provisions of the Restrictions shall remain in full force and effect and shall continue to be binding upon all of the Property (including the Clubhouse Property).

IN WITNESS WHEREOF Grantor has caused this Certificate to be executed as of the day and year first above written.

**METROPOLITAN LIFE INSURANCE  
COMPANY**, a New York corporation

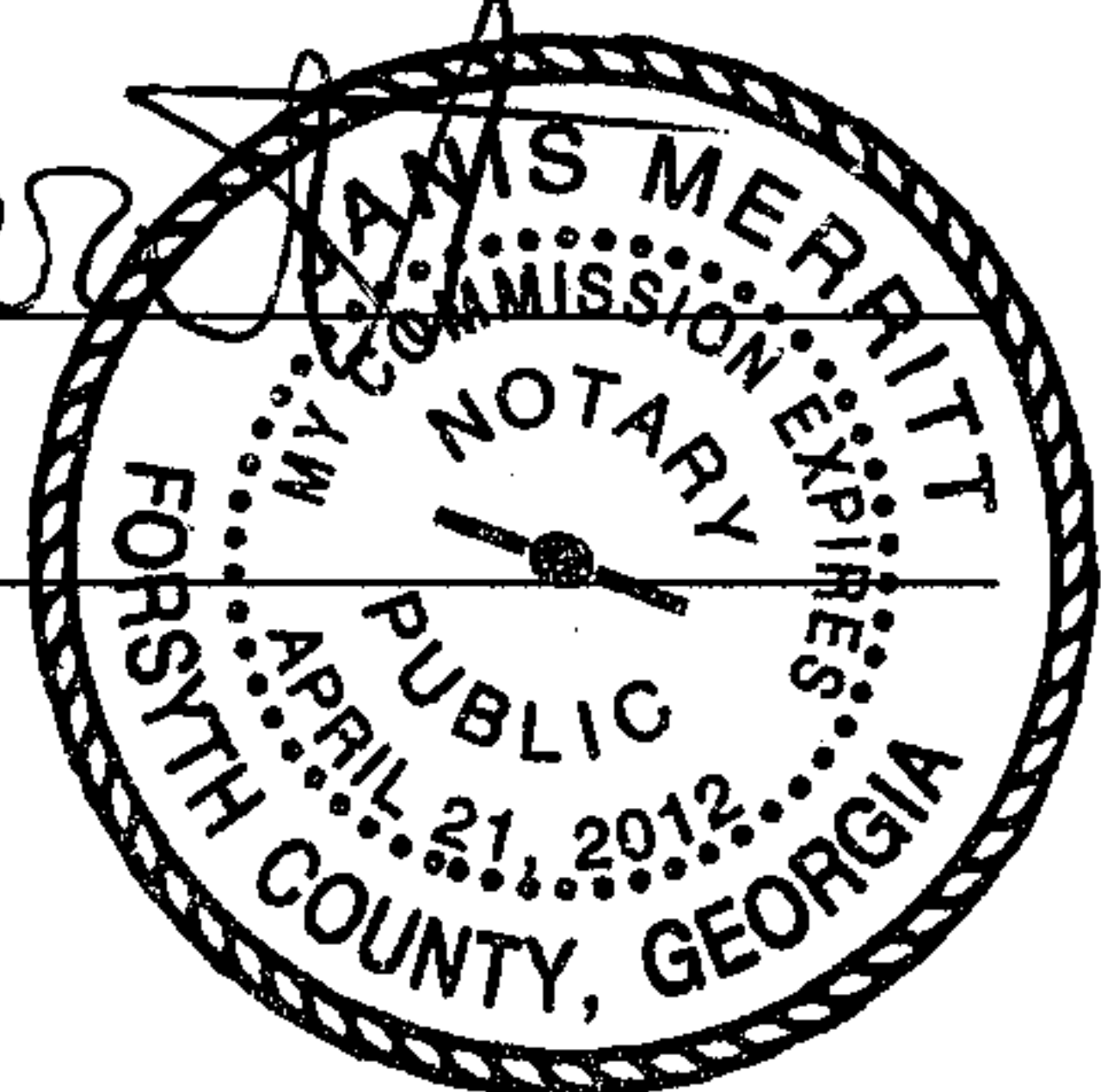
By: William F. Runge  
Its: DIRECTOR

STATE OF Georgia  
Fulton COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William F. Runge, whose name as DIRECTOR of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, 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 said conveyance, he/~~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, this 4th day of December 2008.

Janis Merritt  
Notary Public  
My Commission Expires: \_\_\_\_\_



This instrument prepared by:  
Stephen R. Monk  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203-2104  
205-521-8429



Exhibit A

20090417000141170 3/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/17/2009 08:50:29AM FILED/CERT

Legal Description of Property

All that piece or parcel of land known as Inverness Parcel 31B lying in the SW  $\frac{1}{4}$  of Section 36 Township 18 South, Range 2 West in Shelby County, Alabama within the Inverness Development;

Beginning at an iron pin being the southeastern corner of the property of ALTEC Industries as described in D.B. 1998, page 18046 on the western side of the to be dedicated right-of-way (to be 14 feet behind the existing back of the concrete curb); thence running with the western side of the to be dedicated right-of-way to-wit: S29-43-41W for 190.02 feet to a point; thence continuing with to be dedicated right-of-way (14 feet a little more or less for a best of fit curve) for four non-radial curve to-wit:

(1) a curve to the left with a chord bearing of S18-15-19W for 171.98 feet (R=680.40 feet, L=172.44 feet) to a point; thence (2) a reverse curve to the right with a chord bearing of S08-43-13W for 398.66 feet (R=1470.08 feet, L=399.90 feet) to a point; thence (3) a reverse curve to the left with a chord bearing of S00-32-31W for 369.45 feet (R=786.55 feet; L=372.93 feet) to a point; thence (4) a reverse curve to the right with a chord bearing of S31-39-42W for 120.48 feet (R=104.35 feet; L=128.44 feet) to a point; thence with the northern right-of-way to be dedicated and 14 feet north of the existing concrete curb for three courses to-wit:

(1) S70-43-17W for 299.14 feet to a point; thence (2) a non-radial curve to the left with a chord bearing of S60-13-46W for 233.66 feet (R=679.06 feet; L=234.83 feet) to a point; thence (3) S63-44-04W for 41.27 feet to an iron pin, being the northeastern corner of Lot 3 of the Lake Heather Estates subdivision as recorded in P.B. 16, page 121"B"; thence with lot 3 N05-39-40E for 194.75 feet to an iron pin; Continuing with lots 4 to 7 N22-31-01W for 594.01 feet (passing iron pin at 464.79 feet) to an iron pin at or near the 496 foot contour line of Lake Heather; thence with the 496 foot contour line along the eastern shore of Lake Heather with the following 46 courses whose terminus are near or on the 496 foot contour which is the true boundary; N51-24-17E for 19.10 feet to a point; thence N04-26-42W for 34.35 feet to a point; thence N21-50-01W for 54.41 feet to a point; thence N17-13-07E for 50.13 feet to a point; thence N85-26-08E for 44.34 feet to a point; thence S48-31-28E for 72.09 feet to a point; thence S29-30-32E for 51.11 feet to a point; thence S38-09-34E for 65.69 feet to a point; thence S47-26-13E for 61.55 feet to a point; thence N44-47-13E for 14.92 feet to a point; thence N35-56-34W for 47.94 feet to a point; thence N11-52-06W for 79.19 feet to a point; thence N05-47-43E for 80.74 feet to a point; thence N22-35-22E for 48.63 feet to a point; thence N55-37-22E for 22.98 feet to a point; thence N84-42-53E for 47.09 feet to a point; thence S70-13-35E for 60.52 feet to a point; thence N22-09-52W for 43.62 feet to a point; thence N39-01-52W for 48.39 feet to a point; thence N25-13-49W for 58.50 feet to a point; thence S51-51-17W for 39.26 feet to a point; thence S78-28-56W for 64.12 feet to a point; thence N51-03-21W for 108.73 feet to a point; thence N72-03-56W for 90.75 feet to a point; thence N55-18-38W for 51.87 feet to a point; thence N13-46-53E for 12.01 feet to a point; thence N67-19-49E for 41.92 feet to a point; thence N56-46-12E for 56.14 feet to a point; thence N87-18-43E for 35.31 feet to a point; thence S64-40-09E for 52.84 feet to a point; thence N61-52-56E for 38.41 feet to a point; thence N29-36-25E for 47.08 feet to a point; thence N45-12-16E for 83.76 feet to a point; thence N30-00-25E for 58.70 feet to a point; thence N59-52-03E for 43.22 feet to a point; thence N73-42-59E for 41.53 feet to a point; thence S81-

17-24E for 22.66 feet to a point; thence S21-22-21E for 54.27 feet to a point; thence N68-33-55E for 43.35 feet to a point; thence S84-10-59E for 70.72 feet to a point; thence N74-56-20E for 53.34 feet to a point; thence N86-32-48E for 52.41 feet to a point; thence S51-28-34E for 62.74 feet to a point; thence S80-20-26E for 61.27 feet to a point; thence N47-39-55E for 53.46 feet to a point; thence N64-27-31W for 36.00 feet to a point near the mouth of a creek; thence leaving Lake Heather and running with the southern boundary of ALTEC Industries N79-41-41E for 282.16 feet (passing iron pin at 50 feet) to the Point of Beginning. Contains 19.44 acres more or less.

Exhibit B

20090417000141170 5/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/17/2009 08:50:29AM FILED/CERT

Legal Description of Clubhouse Property

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 237.22 feet to a point; thence 90°00'00" to the right in a Westerly direction a distance of 1260.66 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the Point of Beginning of the parcel herein described, said point being a P.O.C. (Point on Curve) of a curve to the right having a radius 225.00 feet and a central angle of 7°24'19"; thence 84°13'39" to the left (angle measured to tangent) in a Southerly direction along the arc of said curve a distance of 29.08 feet to the P.T. (Point of Tangent), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence tangent to said curve in a Southerly direction a distance of 107.11 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the P.C. (Point of Curve) of a curve to the left having a radius of 1255.00 feet and a central angle of 0°04'50"; thence in a Southerly direction along the arc of said curve a distance of 1.76 feet to a P.O.C. (Point on Curve), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°04'50" to the right (angle measured from tangent) in a Westerly direction a distance of 125.06 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Northerly direction distance of 116.87 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Easterly direction a distance of 60.30 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the left in a Northeasterly direction a distance of 33.24 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the right in a Easterly direction a distance of 37.12 feet to the Point of Beginning.

Containing 15,687 square feet or 0.360 acres.