

SEND TAX NOTICE TO:  
Mr. and Mrs. Thomas J. Brothers  
1012 Danberry Lane  
Hoover, Alabama 35242

## **THE COTTAGES OF DANBERRY**

### **STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED is executed and delivered on this 4<sup>th</sup> day of August, 2010 by Daniel Senior Living of Inverness II, LLC, an Alabama limited liability company ("Grantor"), in favor of Thomas Jefferson Brothers and wife, Joan Parks Brothers ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Four Hundred Twenty Thousand and no/100 Dollars (\$420,000.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 24B, according to the Final Plat of The Cottages of Danberry, Resurvey No. 3 recorded in Map Book 41, Page 80 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and all subsequent tax years thereafter.
2. All mineral and mining rights not owned by Grantor.
3. All applicable zoning ordinances.
4. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of The Cottages of Danberry Declaration of Covenants, Conditions and Restrictions dated February 6, 2009 and recorded as Instrument No. 20090206000039480 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"), including, without limitation, the provisions of the Declaration which establish an Age Restriction Policy requiring at least one (1) person that is fifty-five (55) years of age or older reside on the Property.
5. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and all other matters of record.

**Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that:**

(a) Grantees acknowledge and agree that NSH Corp. d/b/a Signature Homes ("Builder") was retained by Seller to construct the single-family residence (the "Dwelling") situated on the Property and

**Grantees have heretofore accepted and approved Builder as the person or entity who will construct the Dwelling on the Property;**

**(b) Grantees acknowledge that Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding (i) Builder, the ability or quality of workmanship to be employed by Builder in construction of the Dwelling or any other matters relating to the construction of the Dwelling by Builder, (ii) the condition of the Dwelling or any construction processes or work relating to the construction of the Dwelling or (iii) the physical condition of the Property or any portion thereof or the suitability or fitness of the Property or any portion thereof for any intended or specific use; and**

**(c) Grantees have assumed full responsibility for the investigation and determination of the suitability of the Property, including the construction of the Dwelling thereon, and the suitability of the surface and subsurface conditions of the Property. The Property is sold subject to (and Grantees do hereby irrevocably and unconditionally waive, release and forever discharge Grantor and Builder and their respective agents, employees, officers, directors, shareholders, members, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of actions, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature known or unknown arising out of or as a result of), any past, present or future soil, surface and subsurface conditions (including, without limitation, hazardous or toxic waste, substances or materials) including but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), sinkholes, underground mines, tunnels, water channels and limestone formations), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries of Grantor.**

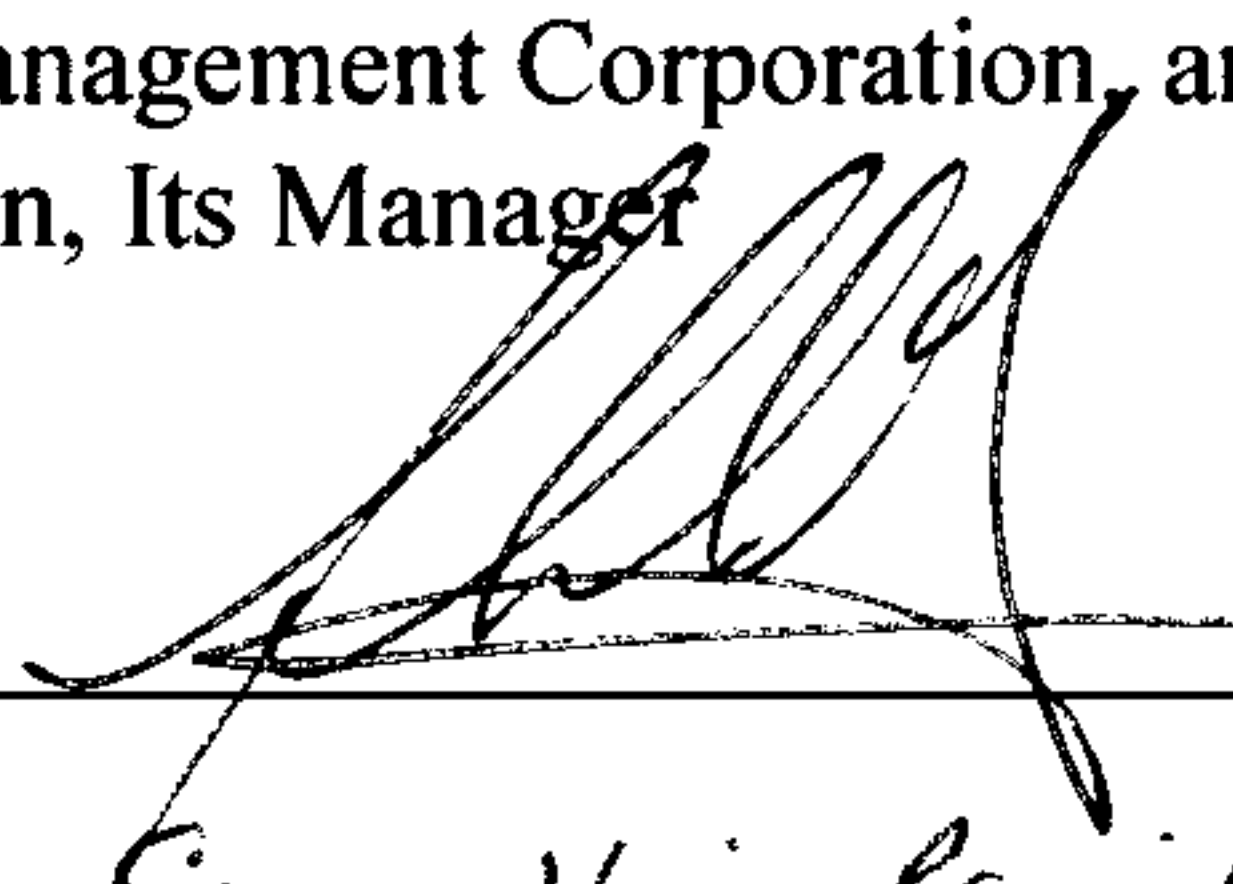
TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the undersigned DANIEL SENIOR LIVING OF INVERNESS II, LLC has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

Shelby County, AL 08/06/2010  
State of Alabama  
Deed Tax : \$420.00

**DANIEL SENIOR LIVING OF INVERNESS II, LLC,**  
an Alabama limited liability company

By: Daniel Management Corporation, an Alabama  
corporation, Its Manager

By:  \_\_\_\_\_

Its: Senior Vice President



STATE OF ALABAMA       )  
                                  :  
JEFFERSON COUNTY       )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John D. Gunderson whose name as Senior Vice President of Daniel Management Corporation, an Alabama corporation, as the Manager of DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as Manager for the aforesaid limited liability company.

Given under my hand and official seal, this the 4<sup>th</sup> day of August, 2010.

Chris C. Tortorici  
Notary Public  
My Commission Expires: March 3, 2012

THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203

**TITLE NOT EXAMINED, REVIEWED OR CERTIFIED BY PREPARER**