


STATE OF ALABAMA )  
 :  
COUNTY OF SHELBY )

  
20180427000142910 1/8 \$48.00  
Shelby Cnty Judge of Probate, AL  
04/27/2018 11:26:25 AM FILED/CERT

**QUITCLAIM DEED**

THIS QUITCLAIM DEED (this "Quitclaim Deed") is executed and delivered as of the 14<sup>th</sup> day of March, 2018 by **DANIEL SENIOR LIVING OF INVERNESS II, LLC**, an Alabama limited liability company ("Grantor"), in favor of **LAKE HEATHER HOMEOWNERS' ASSOCIATION, INC.**, an Alabama nonprofit corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, REMISE, RELEASE, QUITCLAIM and CONVEY unto Grantee all right, title and interest, if any, of Grantor in and to 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.

The Property is conveyed subject to the following:

1. The Property conveyed to Grantee is subject to the terms and provisions of that certain Agreement and Declaration of Restrictive Covenants dated as of May 1, 2008 between Grantor and Grantee, as recorded as Instrument 20080501000179670 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated as of September 25, 2008 and recorded as Instrument 20081006000394050 in the aforesaid Probate Office and as further amended by Second Amendment thereto dated as of April 30, 2009 and recorded as Instrument 20090511000177260 in the aforesaid Probate Office (collectively, the "Agreement"). Grantor and Grantee acknowledge and agree that the Property described in this Quitclaim Deed constitutes the "Lake Heather Drive Buffer", as defined in the Agreement. Grantor and Grantee further acknowledge and agree that the following terms and provisions shall be applicable to the Property:

(a) All of the terms and provisions of Paragraph 6 and 7 of the Agreement requiring Grantee to at all times (subject to the provisions of Paragraph 7 of the Agreement) maintain the Property in good condition and repair are incorporated herein by reference and made a part of this Quitclaim Deed.

(b) To the extent any landscaping on the Property dies, becomes diseased or is otherwise damaged or destroyed, then, except as provided in Paragraph 7 of the Agreement, the same shall be promptly replaced by Grantee with landscaping materials and plant life which are substantially equal to that which died, was damaged or was otherwise destroyed. No further improvements of any nature shall be allowed within the Property and any changes in the landscaping plant material within the Property must be approved by The Cottages of Danberry Owners' Association, Inc., an Alabama nonprofit corporation (the "Danberry HOA"), which approval shall not be unreasonably withheld.

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State of Alabama  
Deed Tax: \$12.00

(c) To the extent Grantee fails to promptly and adequately maintain the Property, the Danberry HOA shall have the right, upon thirty (30) days prior written notice to Grantee, to enter upon the Property and cause all such maintenance and repair work to be completed, in which event Grantee will, on demand, reimburse the Danberry HOA for all reasonable costs and expenses incurred in connection therewith, together with interest thereon at the rate of twelve percent (12%) per annum.

(d) All costs and expenses paid or incurred by the Danberry HOA in enforcing the terms and provisions of this Quitclaim Deed regarding maintenance of the Property shall also include the right to recover and receive from Grantee all reasonable attorneys' fees and expenses paid or incurred by the Danberry HOA, which sums shall be due and payable on demand by Grantee to the Danberry HOA.

(e) To the extent that any landscaping, irrigation or maintenance of the Property is precluded by the actions of any state or local government (e.g., a drought order), then the Danberry HOA shall not have any rights to enforce the provisions of Paragraph 1 of this Quitclaim Deed.


2. The terms and provisions of Paragraph 1 above shall be covenants running with the Property which shall be binding upon and shall inure to the benefit of Grantee and the Danberry HOA and their respective successors and assigns.


TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

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

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

By: DANIEL COMMUNITIES  
MANAGEMENT CORP., an Alabama  
corporation, Its Manager

By:   
Printed Name: Scott Jenkins  
Title: VP

  
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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 Scott Jenkins, whose name as Vice President of Daniel Communities Management Corp., an Alabama corporation, as 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 said corporation in its capacity as Manager of the aforesaid limited liability company.

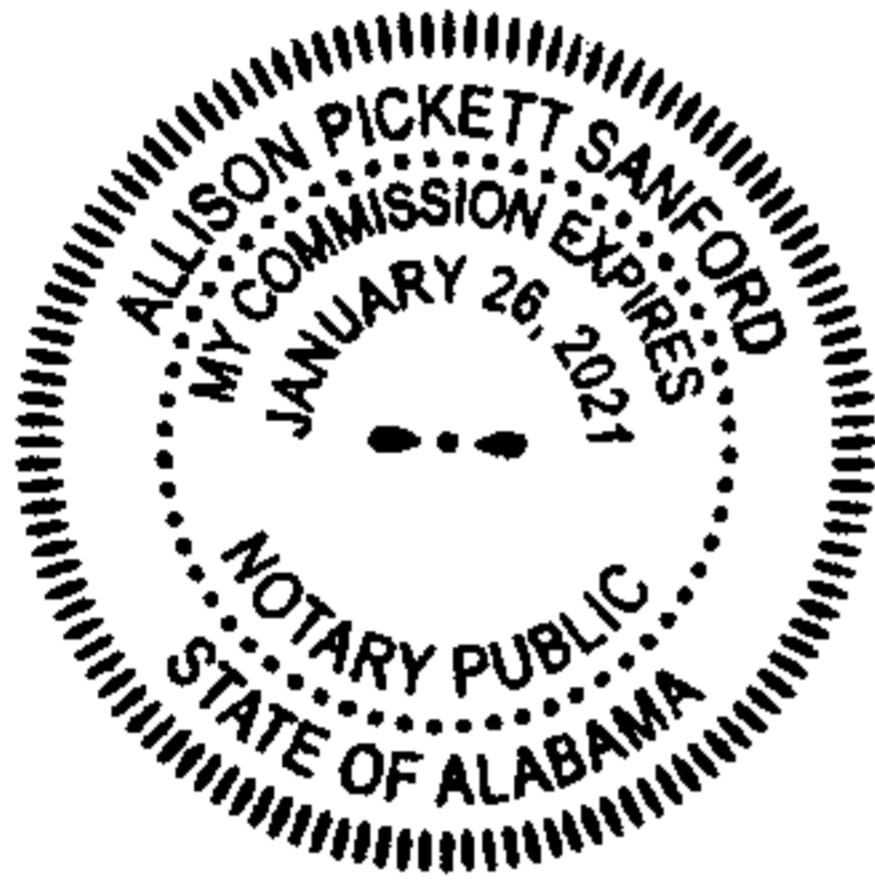
Given under my hand and official seal this 14<sup>th</sup> day of March, 2018.



Notary Public

My commission expires: 1/20/21

[NOTARIAL SEAL]



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 BY PREPARER



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## EXHIBIT A

### Legal Description of Property

#### Parcel 1:

A parcel of land lying in the Southwest ¼ of Section 36 Township 18 South, Range 2 West and a portion of Common Area C-1B as shown on the plat of The Cottages of Danberry Resurvey No. 3 as recorded in Map Book 41 Page 80 in the office of the Judge of Probate, Shelby County, Alabama and adjacent to and North of the Northerly right of way margin of Lake Heather Drive, said parcel being further described as:

COMMENCE at a point known as the Southwesterly corner of Lot 15 of The Cottages of Danberry as recorded on map book 40, pages 122A and 122B in the office of the Judge of Probate, Shelby County, Alabama, said point lying on the Easterly right of way margin of Danberry Lane in a curve to the left, said curve having a radius of 275.00' and a central angle of 06°22'44"; thence Southerly along said right of way margin and along the arc of said curve for 30.62' to a point of change in curvature, said curve having a radius of 25.00' and a central angle of 01°53'01"; thence Southerly along said right of way margin and along the arc of said curve for 0.82' to a point in said curve, said point also known as the POINT OF BEGINNING of herein described parcel, said point also being at the beginning of a curve, said curve having a radius of 25.00' and a central angle of 89°00'54"; thence along the arc of said curve and along said Easterly right of way margin for 38.84' to a point lying at the intersection of the Easterly right of way margin of Danberry Lane and the Northerly right way margin of Lake Heather Drive, said point lying at the beginning of a reverse curve to the right, said curve having a radius of 702.50' and a central angle of 02°23'40"; thence leaving the Easterly right of way margin of Danberry Lane, proceed Easterly along the Northerly right of way margin of Lake Heather Drive and along the arc of said curve for 29.36' to a point; thence with a deflection angle left from the tangent of the previous curve of 00 52'16" proceed Northeasterly for a distance of 288.53' to a point, said point lying at the beginning of a curve to the left, said curve having a radius of 86.00' and a central angle of 44°49'19"; thence Northeasterly along the arc of said curve for 67.28' to a point; thence leaving said Northerly right of way margin of Lake Heather Drive with a deflection angle left of 135°10'41" from the tangent of the previous curve, proceed Southwesterly a distance of 348.96' to a point, said point lying at the beginning of a curve to the left, said curve having a radius of 727.50' and a central angle of 04°20'54"; thence with a deflection angle right of 00° 51'23" to the tangent of said curve proceed Southwesterly along the arc of said curve for 55.21' to the POINT OF BEGINNING.

Said parcel having an area of 0.22 acres, more or less.



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Parcel 2:

A parcel of land lying in the Southwest ¼ of Section 36 Township 18 South, Range 2 West and a portion of Common Area C-2B as shown on the plat of The Cottages of Danberry Resurvey No. 3 as recorded in Map Book 41 Page 80 in the office of the Judge of Probate, Shelby County, Alabama and adjacent to and North of the Northerly right of way margin of Lake Heather Drive, said parcel being further described as:

COMMENCE at a point known as the Southwesterly corner Common Area C-2B as shown on the plat of The Cottages of Danberry Resurvey No. 3 as recorded in Map Book 41 Page 80 in the office of the Judge of Probate, Shelby County, Alabama, said point lying on the Northerly right of way margin of Lake Heather Drive, said point known as the POINT OF BEGINNING of herein described parcel; thence leaving said Northerly right of way margin proceed Northerly along the Western line of said Common Area C-2B a distance of 35.32' to a point; thence with a deflection angle of 45°03'10" to the right a distance of 25.90' to a point, said point being at the beginning of a curve to the right, said curve having a radius of 727.50' and a central angle of 12°10'54"; thence Northeasterly along the arc of said curve for 154.67' to a point lying on the Westerly right of way margin of Danberry Lane, said point being in a curve to the left, said curve having a radius of 325.00' and a central angle of 00°29'47"; thence with a deflection angle right of 95°55'37" from the tangent of the previous curve to the tangent of the curve proceed Southerly along said right of way margin and along the arc of said curve for 2.82' to a point of reverse curvature to the right, said curve having a radius of 25.00' and a central angle of 82°35'13"; thence along the arc of said curve for 36.04' to a point of reverse curvature lying at the intersection of the Westerly right of way margin of Danberry Lane and the Northern right of way margin of Lake Heather Drive, said curve having a radius of 702.50' and a central angle of 10°11'58"; thence Southwesterly along the Northerly right of way margin of Lake Heather Drive and along the arc of said curve for 125.05' to a point; thence Southwesterly along a line tangent to the previous curve for a distance of 50.85' to the POINT OF BEGINNING.

Said parcel having an area of 0.11 acres, more or less.

Parcel 3:

A parcel of land lying in the Southwest ¼ of Section 36 Township 18 South, Range 2 West and a portion of Common Area C-2B as shown on the plat of The Cottages of Danberry Resurvey No. 3 as recorded in Map Book 41 Page 80 in the office of the Judge of Probate, Shelby County, Alabama and adjacent to and West of the Westerly right of way margin of Danberry Lane, said parcel being further described as:

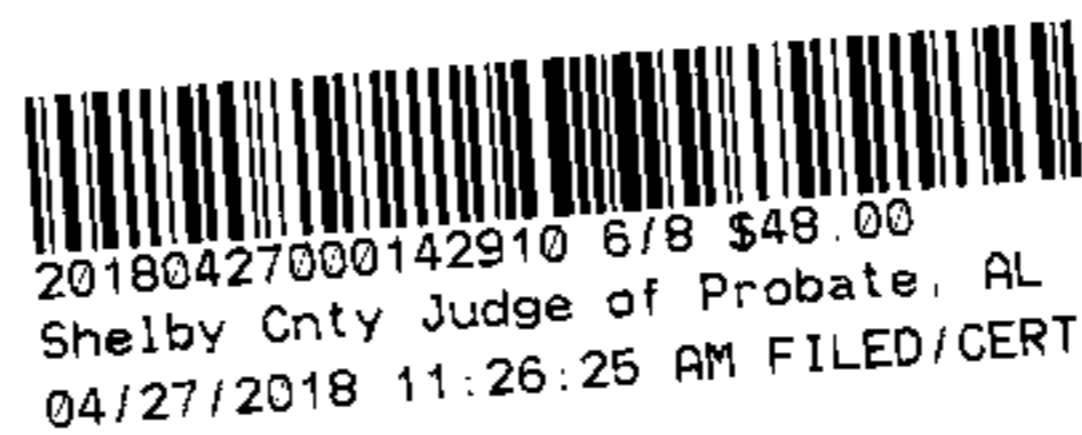
COMMENCE at a point known as the Southwesterly corner Common Area C-2B as shown on the plat of The Cottages of Danberry Resurvey No. 3 as recorded in Map Book 41 Page 80 in the office of the Judge of Probate, Shelby County, Alabama, said point lying on the Northerly right of way margin of Lake Heather Drive; thence leaving said Northerly right of way margin proceed Northerly along the Western line of said Common Area C-2B a distance of 35.32' to a point; thence with a deflection angle of 45°03'10" to the right a distance of 25.90' to a point, said point being at the beginning of a curve to the

right, said curve having a radius of 727.50' and a central angle of 08°29'32"; thence Northeasterly along the arc of said curve for 107.83' to a point, said point also known as the POINT OF BEGINNING of herein described parcel, said point lying on a curve being an extension of the previous curve, said curve having a radius of 727.50' and a central angle of 03° 41'22"; thence Northeasterly along the arc of said curve for 46.85' to a point lying on the Westerly right of way margin of Danberry Lane, said point being in a non-tangent curve to the right, said curve having a radius of 325.00' and a central angle of 06°23'30"; thence with a deflection angle left of 84°04'23" from the tangent of the previous curve to the tangent of the said curve proceed Northerly along said right of way margin and along the arc of said curve for 36.26' to a point; thence leaving said Westerly right of way margin of Danberry Lane with a deflection angle left from the tangent of the previous curve of 137°40'17" proceed Southwesterly for 64.44' to the POINT OF BEGINNING

Said parcel having an area of 0.02 acres, more or less.

TOGETHER WITH a permanent, perpetual and non-exclusive easement under, through and upon that portion of Danberry Lane which abuts Lake Heather Drive, as shown on **Exhibit B** attached hereto and incorporated herein by reference, for the purposes of operating, maintaining, repairing and replacing from time to time thereon an underground water line (the "Water Line") to provide irrigation service to Parcels 1, 2 and 3 above, subject to the following:

1. The Water Line shall at all times be located underground.
2. Grantee shall be solely responsible for operating, maintaining, repairing and replacing the Water Line.
3. Grantee shall be solely responsible for repairing and replacing any portion of Danberry Lane, as shown on **Exhibit B**, which may be damaged or destroyed in connection with the operation, maintenance, repair or replacement of the Water Line.





Real Estate Sales Validation Form
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Daniel Senior Living of Inverness II, LLC

Grantee's Name: Lake Heather Homeowners' Association, Inc.

Mailing Address: 3104 Blue Lake Drive, Suite 200 Vestavia Hills, AL 35080

Mailing Address: 2100 Lake Heather Drive Hoover, Alabama 35243

Property Address: acreage in Hoover, Shelby County, Alabama

Date of Sale: March 14, 2018

Total Purchase Price or Actual Value or Assessor's Market Value \$12,000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale, Sales Contract, Closing Statement, Appraisal, Other (No value) Tax Assessor's Records

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.
Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.
Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.
Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record.
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: March 18, 2018

DANIEL SENIOR LIVING OF INVERNESS II, LLC

Unattested (verified by)

Signed By: [Signature] (Grantor/Grantee/Owner/Agent) circle one, VP of Daniel Communities Management Corp., Its Manager