

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

SEND TAX NOTICE TO:
Associa McKay Management
5 Riverchase Ridge
Birmingham, Alabama 35244

STATUTORY WARRANTY DEED AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS STATUTORY WARRANTY DEED AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Deed") is executed and delivered on this 27th day of August, 2018 by **DANIEL SENIOR LIVING OF INVERNESS II, LLC**, an Alabama limited liability company ("Grantor"), in favor of **THE COTTAGES OF DANBERRY OWNERS' 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 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 Grantee 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 (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 First Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 25, 2014 and recorded as Instrument No. 20140225000052020 in the Office of the Judge of Probate of Shelby County, Alabama, as amended.
6. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and all other matters of record.
7. All matters which would be disclosed by a physical inspection and accurate survey of the Property.
8. This conveyance is made upon the condition that, without Owner Consent, as herein defined, Parcel 2, Parcel 3 and Parcel 7, as more particularly described in Exhibit A attached hereto: (a) shall remain in their natural, undisturbed state, (b) shall not be improved with any buildings or other improvements of any kind, including, without limitation, lighting and walking trails or for any other uses or activities, and (c) shall not be sold, transferred, conveyed or encumbered. As used herein, the following terms shall have the meanings set forth below:

(i) "Adjacent Lots" means, collectively, all of the single-family residential lots which are adjacent to and directly contiguous with Parcel 2, Parcel 3 and/or Parcel 7, as described in Exhibit A hereto;

(ii) "Adjacent Owners" means, collectively, all of the owners of the Adjacent Lots; and

(iii) "Owner Consent" means the written consent and approval of all of the Adjacent Owners.

9. This conveyance is also made upon the condition that each of the Adjacent Owners has the right to continue to maintain on or within or adjacent to Parcel 2, Parcel 3 and Parcel 7, as described in Exhibit A hereto, any landscaping and plant life previously installed by such Adjacent Owners within Parcel 2, Parcel 3 and/or Parcel 7. Such Adjacent Owners shall be solely responsible for the maintenance and upkeep of any landscaping installed by each respective Adjacent Owner within any portion of Parcel 2, Parcel 3 and/or Parcel 7.

10. Grantor does further transfer and assign to Grantee, and Grantee, by execution of this Deed, does hereby assume, all of the rights, interests and obligations of Grantor (collectively, the "Assigned Rights and Obligations") which are more particularly described in Exhibit B attached hereto and incorporated herein by reference.

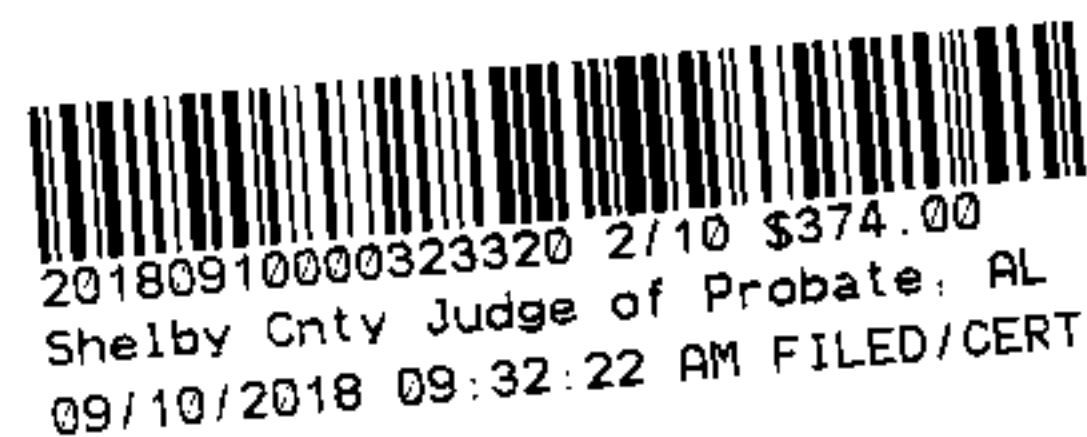
Grantee, by acceptance and execution of this Deed, acknowledges, covenants and agrees for itself and its successors and assigns, that:

(a) **Grantee acknowledges that Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding 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;**

(b) **Grantee has assumed full responsibility for the investigation and determination of the suitability of the Property, including the suitability of the surface and subsurface conditions of the Property. The Property is sold subject to (and Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor and its agents, employees, officers, directors, shareholders, members, managers, 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; and**

(c) **Grantee does hereby assume and agree to be bound by all of the Assigned Rights and Obligations.**

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, subject, however, to the Permitted Exceptions.



IN WITNESS WHEREOF, Grantor and Grantee have caused this 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: [Signature]
Printed Name: Scott Jenkins
Title: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

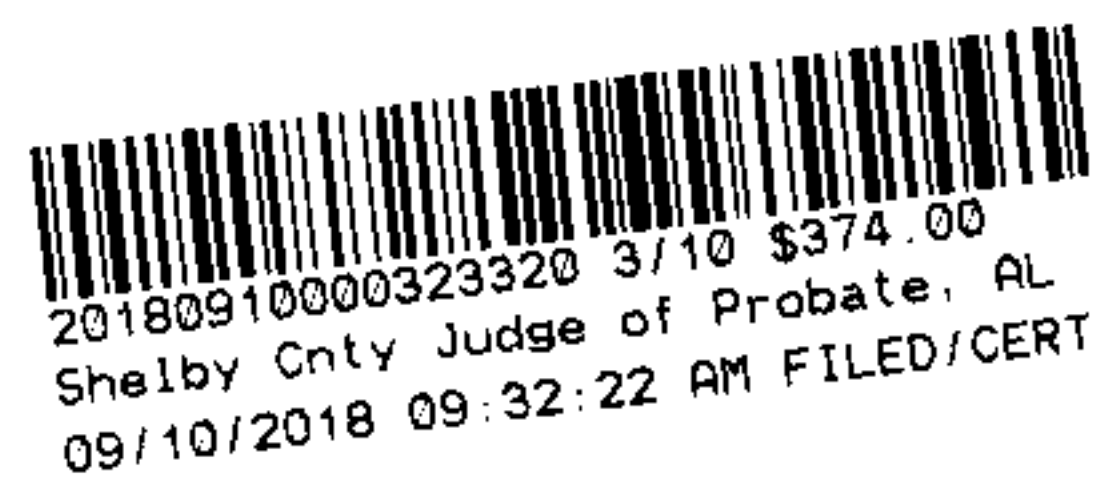
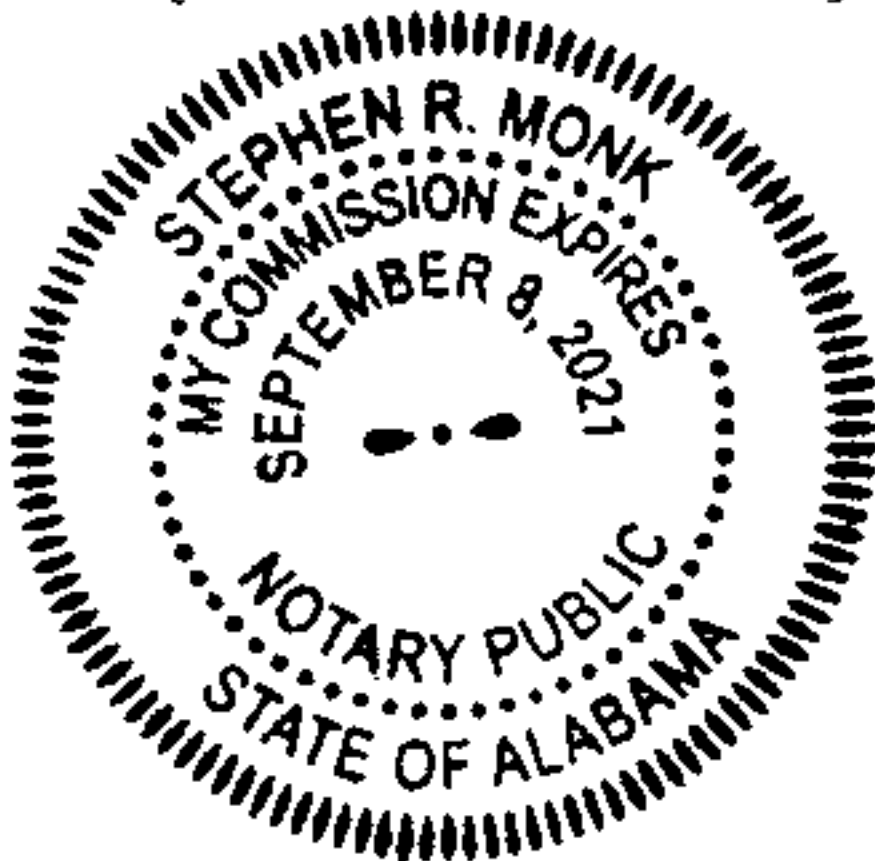
I, the undersigned, a notary public in and for said county in said state, hereby certify that Scott Jenkins, whose name as Vice President of Daniel Communities Management Corp., an Alabama corporation, as Manager of DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company, is signed 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 27th day of August, 2018.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 9/8/2021



THE COTTAGES OF DANBERRY OWNERS'
ASSOCIATION, INC., an Alabama nonprofit
corporation

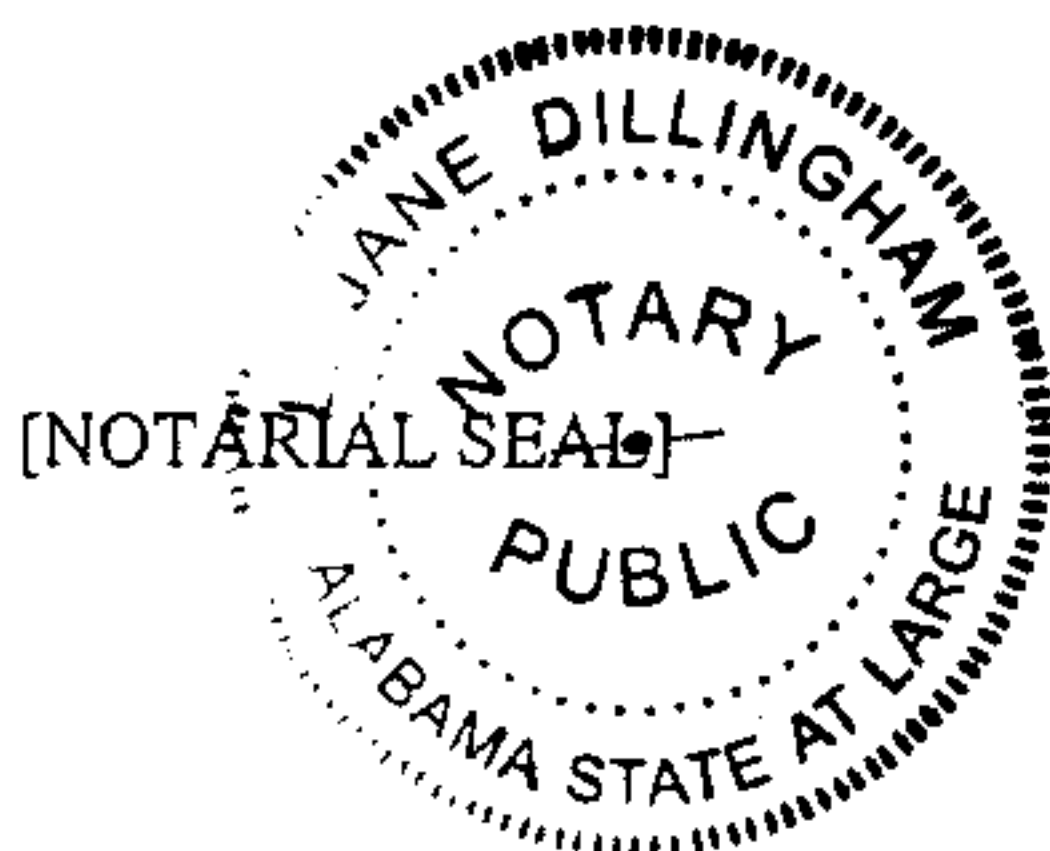
By: Carol H. Paramore
Printed Name: CAROL H. PARAMORE
Title: President HOA

STATE OF ALABAMA)

JEFFERSON COUNTY)

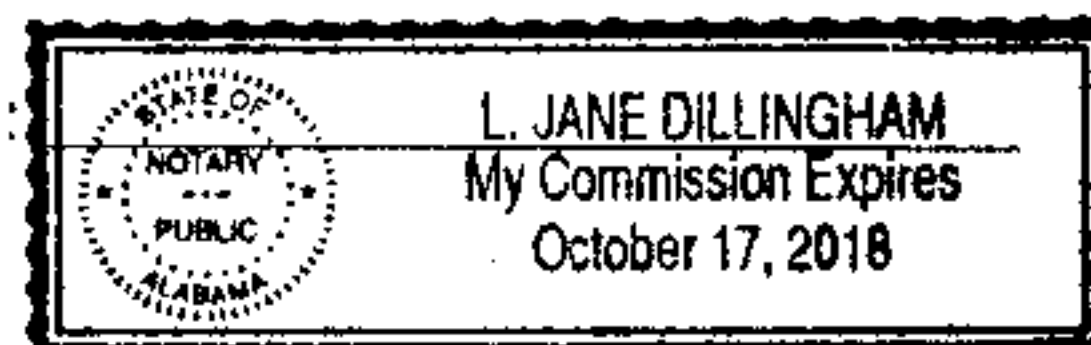
I, the undersigned, a notary public in and for said county in said state, hereby certify that Carol H. Paramore, whose name as President of THE COTTAGES OF DANBERRY OWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 31 day of August, 2018.



L. Jane Dillingham
Notary Public

My commission expires:



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

20180910000323320 4/10 \$374.00
Shelby Cnty Judge of Probate, AL
09/10/2018 09:32:22 AM FILED/CERT

EXHIBIT A

Legal Description of Property

Parcel 1:

Danberry Lane, a private roadway, as more particularly shown and described on the Final 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 of Shelby County, Alabama (the "Resurvey No. 3 Plat").

Parcel 2:

Common Area C-1B, according to the Resurvey No. 3 Plat, LESS AND EXCEPT THE FOLLOWING:

A parcel of land lying in the Southwest $\frac{1}{4}$ 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 $06^{\circ}22'44''$; 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 $01^{\circ}53'01''$; 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 $89^{\circ}00'54''$; 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 $02^{\circ}23'40''$; 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 $00^{\circ}52'16''$ 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 $44^{\circ}49'19''$; 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 $135^{\circ}10'41''$ 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 $04^{\circ}20'54''$; thence with a deflection angle right of $00^{\circ}51'23''$ 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.

Parcel 3:

Common Area C-2B, according to the Resurvey No. 3 Plat, LESS AND EXCEPT THE FOLLOWING THREE (3) PARCELS (designated below as Less and Except Parcel A, Less and Except Parcel B AND Less and Except Parcel C):

Less and Except Parcel A:

A parcel of land lying in the Southwest $\frac{1}{4}$ 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 $45^{\circ}03'10''$ 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 $12^{\circ}10'54''$; 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 $00^{\circ}29'47''$; thence with a deflection angle right of $95^{\circ}55'37''$ 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 $82^{\circ}35'13''$; 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 $10^{\circ}11'58''$; 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.

Less and Except Parcel B:

A part of Common Area C-2B according to the survey of The Cottages of Danberry Resurvey No. 3 as recorded in Map Book 41, Page 80 in the Office of the Judge of Probate of Shelby County, Alabama an being situated in the SW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

COMMENCE at NE corner of lot 11 according to The Cottages of Danberry as recorded in Map Book 40, Page 122A in the Office of the Judge of Probate of Shelby County, Alabama, said point being the common corner with lot 10 of said survey and located on the western

right-of-way line of Danberry Lane (a private roadway) and run in a northwesterly direction along the common lot line of lots 10 and 11 according to said survey for a distance of 112.65 feet; thence leaving said common lot line, continue along the last described course, in a northwesterly direction, for a distance of 31.5 feet, more or less, to the 496 contour line of Lake Heather, said contour line being the boundary of Common Area C-2B according to the survey of The Cottages of Danberry Resurvey No. 3 and the POINT OF BEGINNING; thence turn an angle to the left of $180^{\circ}00'00''$ and run in southeasterly direction for a distance of 31.5 feet, more or less, to the northernmost corner of said lot 11; thence turn an angle to the right of $87^{\circ}37'50''$ and run in a southwesterly direction, along the northwestern lot line of said lot 11, for a distance of 74.67 feet; thence turn an angle to the left of $83^{\circ}03'17''$ and run in a southeasterly direction, along the southwestern lot line of said lot 11, for a distance of 94.43 feet; thence turn an angle to the left of $59^{\circ}41'47''$ and run in an easterly direction, along the southern lot line of said lot 11, for a distance of 63.94 feet to a point on the southwestern right-of-way of said Danberry Lane, said point lying on a curve to the left having a radius of 54.00 feet and a central angle of $4^{\circ}50'12''$; thence turn an angle to the right of $90^{\circ}00'00''$ (angle measured to tangent) and run in a southeasterly direction along the said right-of-way along the arc of said curve for a distance of 4.56 feet to the southeastern boundary of a 15 foot wide storm easement as shown on the said plat of The Cottages of Danberry; thence turn an angle to the right of $49^{\circ}44'40''$ and run in a southwesterly direction, along said easement line, for a distance of 45 feet, more or less, to the 496 contour line of Lake Heather, said contour line being the boundary of Common Area C-2B, thence run along said contour line in a westerly, then northwesterly, then northeasterly, then southeasterly, then northeasterly direction for a distance of 634 feet, more or less, to the POINT OF BEGINNING.

Containing 0.7 acres, more or less.

Less and Except Parcel C:

A parcel of land lying in the Southwest $\frac{1}{4}$ 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 $45^{\circ}03'10''$ 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 $08^{\circ}29'32''$; 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 $03^{\circ}41'22''$; 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 $06^{\circ}23'30''$; thence with a deflection angle left of $84^{\circ}04'23''$ 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.

Parcel 4:

All storm sewer easements shown on the Resurvey No. 3 Plat.

Parcel 5:

Lot 49A, according to the Cottages of Danberry Resurvey No. 1, as recorded in Map Book 41, Pages 24A and 24B in the Office of the Judge of Probate of Shelby County, Alabama (the "Resurvey No. 1 Plat").

Parcel 6:

All storm sewer easements shown on the Resurvey No. 1 Plat.


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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

Assigned Rights and Obligations

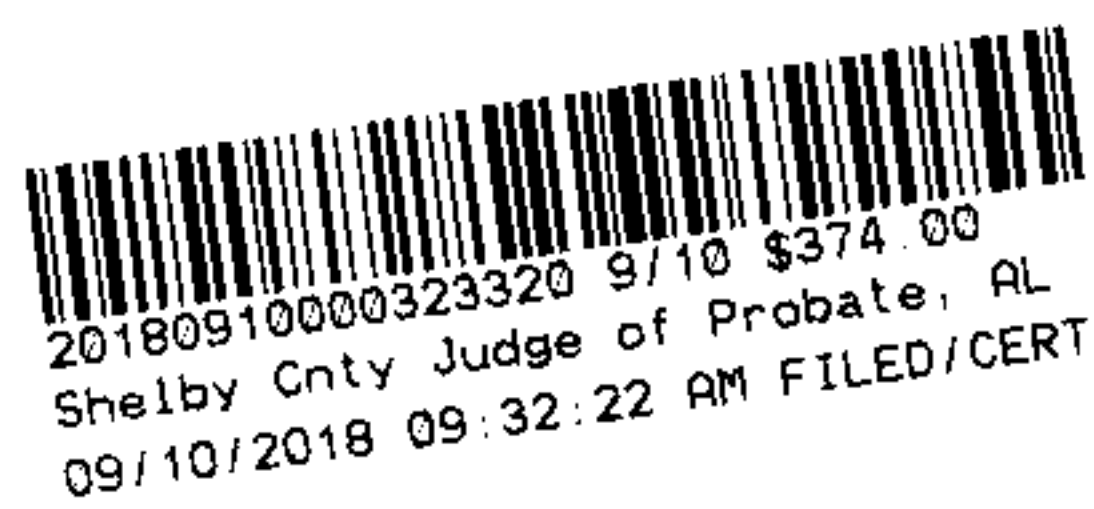
All of Grantor's rights, interests and obligations as "Developer" under The Cottages of Danberry First Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 25, 2014 (the "Declaration") and recorded as Instrument 20140225000052020 in the Office of the Judge of Probate of Shelby County, Alabama.

All of Grantor's obligations to operate, maintain, repair and replace any "Private Storm Drainage Facilities" or retaining walls which serve more than one lot which constitute Common Areas under the Declaration, as set forth on the Additional Note to Final 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 of Shelby County, Alabama.

All of Grantor's obligations to operate, maintain, repair and replace any "Private Storm Drainage Facilities" or retaining walls which serve more than one lot which constitute Common Areas under the Declaration, as set forth in the Notes to the Final Plat of the Subdivision of The Cottages of Danberry, Resurvey of Lots 47 & 48, as recorded in Map Book 42, Page 44 in the Office of the Judge of Probate of Shelby County, Alabama.

All of Grantor's rights, interests, obligations and liabilities as set forth in that certain Agreement and Declaration of Restrictive Covenants dated May 1, 2008 executed by Grantor and Lake Heather Homeowner's Association, Inc. and recorded as Instrument 20080501000179670 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated September 25, 2008 and recorded as Instrument 20081006000394050 in the aforesaid Probate Office, and as further amended by Second amendment thereto dated April 30, 2009 and recorded as Instrument No. 20090511000177260 in the aforesaid Probate Office.

All of Grantor's rights, interests, obligations and liabilities relating to the Property, as described in Exhibit A hereto.



**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

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

Property Address:
acreage in Hoover,
Shelby County, Alabama

Grantee's Name:
The Cottages of Danberry Owners'
Association, Inc.

Mailing Address:
c/o Associa McKay Management
5 Riverchase Ridge
Birmingham, AL 35244

Date of Sale: Aug 27th, 2018

Total Purchase Price	\$ 332,000.00
or	
Actual Value	\$ _____
or	
Assessor's Market Value	\$ _____

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 - 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. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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: August 27, 2018

DANIEL SENIOR LIVING OF INVERNESS II, LLC

(verified by) _____ Unattested

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

