(1)
60x36
24105

# WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20090058209 DEEDWARR
Recvd: 08/25/09 13:37 3 pgs
Fees:18.00 Taxes:554.63
20090825-0080011

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $149,900.00.

Rachael A. McClain
Affiant

Subscribed and sworn before me on August 21, 2009.

JEREMY H. CHERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

NOTARY PUBLIC
Jeremy H. Cherry
My Commission Expires
March 7, 2011
STATE OF TENNESSEE

My commission expires: March 7, 2011

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #24105SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| Rachael A. McClain<br>600 12th Avenue South #407<br>Nashville, TN 37203 | SAME ADDRESS AS NEW OWNER | 93-13-C-025 CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **ICON In the Gulch, LLC, a Tennessee limited liability company**, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **Rachael A. McClain, a single person**, hereinafter called **"GRANTEE,"** her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Unit No. 407 of ICON in the Gulch Mid-Rise Condominium (the "Unit") and as established by the Master Deed Establishing ICON in the Gulch Mid-Rise Condominium of record as Instrument No. 20080423-0041666, Register's Office for Davidson County, Tennessee. The ICON in the Gulch Mid-Rise Condominium constitutes the Mid-Rise Unit in the ICON in the Gulch Master Condominium, as established by the Master Deed Establishing ICON in the Gulch Master Condominium, of record as Instrument No. 20080423-0041665, said Register's Office. Also conveyed herewith is the undivided percentage interest in the Common Elements appurtenant to the Unit as set forth in Exhibit E of the Master Deed Establishing ICON in the Gulch Mid-Rise Condominium. Reference is hereby made to the plat of ICON in the Gulch Mid-Rise Condominium of record as Exhibit D to the Master Deed Establishing ICON in the Gulch Mid-Rise Condominium, for a more complete identification and description of such Unit.

**AFFORDABLE HOUSING USE RESTRICTION**: The Grantee, [his/her/its] heirs, successors and assigns, takes title to the Property subject to the following restriction (referred to herein as the "Affordability Requirement") relating to its use, which shall be deemed a covenant running with the land but which shall terminate and be of no further force and effect five (5) years from [date of the original conveyance from Seller]: the Property must be owned by an individual or individuals

whose household earnings at the time the individual enters into a binding purchase and sale agreement for the Property are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by the Department of Housing and Urban Development ("HUD"), as adjusted annually by HUD, and if rented, the Property must be rented by an individual or individuals whose household earnings during the term of the lease are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by HUD, as adjusted annually by HUD. Notwithstanding the foregoing, or anything to the contrary set forth herein, the Affordability Requirement shall be tolled at the time the holder of a first mortgage (a "Holder") acquires the Property in the event of foreclosure or pursuant to a deed in lieu of foreclosure. The remaining term of the Affordability Requirement shall begin to run at the time the Holder executes a binding sale and purchase agreement to a subsequent Purchaser or upon the execution of a lease agreement. The Holder must notify MDHA within thirty (30) days of its acquisition of the Property. Purchaser, or any Holder or subsequent purchaser, shall require any prospective owner or renter of the Property to provide satisfactory evidence of his/her family income to MDHA to ensure that the Affordability Requirement has been met at the time of the execution of a binding sale and purchase agreement or lease for the Property.

Being part of the same property conveyed to ICON In The Gulch, LLC, a Tennessee limited liability company, by Deed from Metropolitan Development and Housing Agency of record as Instrument No. 20060731-0092178 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2009 Davidson County Taxes have been prorated by the parties and assumed by the Grantee.
2. The premises herein described is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereof; and also including, without limitation, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deeds establishing a Horizontal Property Regime of ICON in the Gulch Condominiums of record as Instruments Nos. 20080423-0041665 and 20080423-0041666, and including, but not limited to the By-Laws shown as Exhibits "B"; the Plans shown as Exhibits "D", and the Rules and Regulations shown as Exhibits "G" to said Master Deeds, in the Register's Office for Davidson County, Tennessee.
3. Charter of the ICON in the Gulch Master Condominium Association, Inc., of record as Instrument No. 20080417-0038884 in said Register's Office.
4. Charter of the ICON in the Gulch Mid-Rise Condominium Association, Inc., of record as Instrument No. 20080417-0038885 in said Register's Office.
5. Stormwater Detention Agreement of record as Instrument No. 20060224-0021730 in said Register's Office.
6. Easement for sanitary sewers and/or storm drainage, water mains and pumps of record as Instrument No. 20060224-0021800 in said Register's Office.
7. Subject to The Arts Center Redevelopment Plan of record in Book 10965, page 404, as amended in Book 11625, page 252, and further amended by Instrument No. 20020715-0084598 in said Register's Office.
8. Survey by Littlejohn Engineering Associates dated October 28, 2005, shows a roadway encroachment at the northwest corner of said property.

9. Easements retained in Council Bills Nos. 658, and 43-77 with respect to alley closures, the locations of which are shown on Survey by Littlejohn Engineering Associates dated October 28, 2005.
10. Subject to Urban Zoning Overlay of record as Metro Ordinance No. BL2000-364, made applicable by Ordinance No. BL-2000-476, of record in the Metropolitan Clerk's Office for Davidson County, Tennessee.
11. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 600 12th Avenue South #407, Nashville, TN 37203.

**TO HAVE AND TO HOLD** the said condominium apartment unit, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, her heirs and assigns, forever, and GRANTOR does hereby covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said condominium unit to the said GRANTEE, her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The Grantor has caused these presents to be executed by its Authorized Representative on August 21, 2009.

**ICON In The Gulch, LLC, a Tennessee limited liability company:**

**BY:** _____
**Its Authorized Representative**

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

On August 21, 2009, personally appeared before me, a Notary Public in and for the State and County aforesaid, Dirk Melton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the Authorized Representative of ICON In The Gulch, LLC, a Tennessee limited liability company, the within named bargainor, and that he/she as such Authorized Representative, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Janet D. Harper
NOTARY PUBLIC

My commission expires: 01/23/10

JANET D. HARPER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 23, 2010