BILL GARRETT, Davidson County
Trans:T20140034082 DEEDWARRSP
Recvd: 05/15/14 15:37 5 pgs
Fees:28.00 Taxes:2161.17
20140515-0041982

This Instrument Prepared by:
Bettie J. Winton
Grissim and Hodges, Attorneys
323 Union Street, Suite 400
Nashville, TN 37201

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
BMCH TENNESSEE, LLC Attn: David L. Hughes 800 4th Avenue South Nashville, TN 37210	SAME	Map: 109 Group: 8OA Parcels: 016.00 CO, 030.00 CO, 032.00 CO, 035.00 CO, 036.00 CO, 038.00 CO, 040.00 CO, 041.00 CO & 042.00 CO

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COOK'S LANDING, a Tennessee general partnership** (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto **BMCH TENNESSEE, LLC, a Delaware limited liability company** (the "Grantee"), its successors, representatives and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns, forever. And Grantor does covenant with the Grantee that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except for those exceptions included on Exhibit "B", attached hereto and incorporated herein by reference. And Grantor does further covenant and bind itself, its heirs, successors and assigns to warrant and forever defend the title to the said land to the Grantee, its successors, representatives and assigns, against the lawful claims of all persons claiming through the Grantor, but not further or otherwise.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS Grantor's hand, this 15th day of May, 2014.

COOK'S LANDING, a Tennessee general partnership

By: _____
CHRIS PARDUE

Title: Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, CHRIS PARDUE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged, upon oath, that he executed this instrument for the purposes therein contained and who further acknowledged that he is a Partner of **COOK'S LANDING**, a Tennessee general partnership, and is authorized by the partnership to execute this instrument on behalf of the partnership.

Witness my hand, at office, this 15th day of May, 2014.

_____
NOTARY PUBLIC

My Commission Expires: _____

PEGGY AXFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 5, 2015

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $584,100.00.

Affiant

Subscribed and sworn before me this 15th day of May, 2014.

NOTARY PUBLIC

My Commission Expires: _____

PEGGY AXFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 5, 2015

EXHIBIT "A"
Legal Description

Land in Davidson County, Tennessee, being Lots No. 16, 30, 32, 35, 36, 38, 40, 41 and 42 on the Final Plat of Cooks Landing Subdivision, of record in Instrument Number 20110510-0035834, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the property conveyed to Cook's Landing, a Tennessee general partnership, by Quitclaim Deed, of record in Instrument Number 20040504-0050669, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
Permitted Exceptions

1. Current taxes, a lien not yet due and payable.

2. All matters shown on the Plat of record in Instrument Number 20110510-0035834, Register's Office for Davidson County, Tennessee.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument No. 20111215-0097520, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.

4. Inspection and Maintenance Agreement for Stormwater Management Facilities, of record in Instrument Number 20070712-0082836, Register's Office for Davidson County, Tennessee.

5. Letter from Metro Government of Nashville and Davidson County, Tennessee, of record in Book 5865, Page 843, Register's Office for Davidson County, Tennessee.

6. Charter for Cooks Landing Homeowners Association Inc. of record in Instrument Number 20130904-0093368 and Quitclaim Deed for open space of record in Instrument Number 20130913-0096776, said Register's Office.