Karen Johnson Davidson County
Batch# 265005 DEEDWARRSP
08/01/2019 08:43:02 AM 4 pgs
Fees: $23.00 Taxes: $769.12
20190801-0075782

SPECIAL WARRANTY DEED



STATE OF TENNESSEE
County of Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $207,870.00

Amber Noel Sabato
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st day of July, 2019

Notary Public

My Commission Expires: July 22

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Settlement Services of Nashville, LLC, 302 Innovation Drive, Suite 260
Franklin, Tennessee 37067 (615) 591-1156

Address of New Owners as Follows:	Send Tax Bills To:	Map Parcel No.
Amber Noel Sabato 4316 Summercrest Blvd. Unit 800 Antioch, TN 37013	Bank of Tennessee 301 E Center St. Kingsport, TN 37660	164050A01700CO (Unit 800)

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Ryan Homes,** hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto **Amber Noel Sabato, unmarried woman,** hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Unit No. 800 of Summer Glen Townhomes, Phase 2, a Horizontal Property Regime with Private Elements (PUD), as shown on the site plan attached to and shown as Exhibit 2, established by Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180116-0004525 as amended by the First Supplement The Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, Annexing Phase 2 Property, of record in Instrument No. 20181220-0123931, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description, along with all ownership interest and rights regarding all related Private Elements, Common Elements, and Limited Common Elements as specified in said Declarations.

Being part of the same property conveyed to NVR, Inc., a Virginia Corporation T/A Ryan Homes, by Special Warranty Deed from Green Trails, LLC, a Tennessee limited liability company, dated April 1, 2019, of record in Instrument No. 20190402-0029589, Register's Office for Davidson County, Tennessee. Being part of the same property conveyed to Green Trails, LLC, a Tennessee limited liability company, by Special Warranty Deed from Benefield & Parks, LLC, a Tennessee limited liability company, dated December 27, 2016, of record in Instrument No. 20161229-0136916, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

a. Taxes and assessments for the year 2019, and subsequent years, not yet due and payable.

b. All matters shown on the Site Plan attached as Exhibit 2 to the First Supplement The Declaration of Covenants, Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20181220-0123931, Register's Office for Davidson County, Tennessee.

c. Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180116-0004525, as amended by the First Supplement The Declaration of Covenants, Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, Annexing Phase 2 Property, of record in Instrument No. 20181220-0123931, Register's Office for Davidson County, Tennessee.

d. Charter for Summer Glen Townhomes Owner's Association, Inc. of record in Instrument No. 20180116-0004507, Register's Office for Davidson County, Tennessee.

e. By-Laws for Summer Glen Townhomes Owner's Association, Inc., attached as Exhibit "C" to the Declaration of Covenants Conditions and Restrictions of record in Instrument No. 20180116-0004525, Register's Office for Davidson County, Tennessee.

f. Sewer Easements of record in Instrument No. 20020823-0102072 and Instrument No. 20030923-0140664, Register's Office for Davidson County, Tennessee.

g. Public Utilities Easement of record in Instrument No. 20020828-0104004, Register's Office for Davidson County, Tennessee.

h. Maintenance obligations with respect to the common areas of Summerfield of record in Instrument No. 20010308-0021946, Register's Office for Davidson County, Tennessee.

i. Access, Amenities, and Reciprocal Drainage and Detention Facilities Easement and Maintenance Agreement of record in Instrument No. 20161230-0137500, Register's Office for Davidson County, Tennessee.

j. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20170530-0053248, Register's Office for Davidson County, Tennessee.

k. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances of record in Instrument No. 20171122-0119988, Register's Office for Davidson County, Tennessee.

l. Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.

m. Subject to rights of others in and to common areas/elements.

n. Subject to lien for special assessments contained in DCCR's/Master Deed.

o. All other easements and restrictions of record.

p. Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (FHLB Cincinnati) Affordable Housing Program, must maintain ownership in this property and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the loan closing or certification of project completion.

(i) The FHLB Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH

45201-0598, is to be given notice of any sale, refinancing, foreclosure, conveyance by deed in lieu of foreclosure, assignment of the first mortgage to the Secretary of HUD, or change in ownership of the unit occurring prior to the end of the Retention Period.
(ii) In the case of a sale or refinancing of the unit prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to the FHLB Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:

(A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;

(B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser); or

(C) Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), and (iii) contained herein.

(iii) The obligation to repay Subsidy to the FHLB Cincinnati shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved ☐
This is improved ☑ property, known as: 4316 Summercrest Blvd., Unit 800, Antioch, TN 37013

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever. GRANTOR does hereby covenant with GRANTEE that GRANTOR has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR, but not otherwise.

Witness MY HAND 31 day of July, 2019.

NVR, INC., a Virginia Corporation, trading as Ryan Homes

BY: _____

Stephen Power, Appointed Vice-President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Stephen Power, Appointed Vice-President with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be Vice-President, respectively of NVR, Inc., a Virginia corporation, trading as Ryan Homes, the within named bargainor, and corporation, and that he as such Appointed Vice-President, being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation, by the said Stephen Power, as such, Appointed Vice-President, and attesting the same corporation, by the said Stephen Power, Appointed Vice-President.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 31 day of July, 2019.

_____

NOTARY PUBLIC

My Commission expires: 7/1/22

