Karen Johnson Davidson County
Batch# 644207 DEEDWARRSP
05/26/2021 10:29:11 AM 4 pgs
Fees: $23.00 Taxes: $1,022.24
20210526-0071242

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
County of Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $276,280.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th day of May, 2021

Notary Public

My Commission Expires: 12-2-23

(AFFIX SEAL)

LAUREN GRIFFIN NOTARY PUBLIC STATE OF TENNESSEE WILSON 2/2023

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.**
Kristin Lewis 413 South Downs Circle Goodlettsville, TN 37072	FirstBank 722 Columbia Avenue Franklin, TN 37064	025080A08700CO

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 **Kristin Lewis, single 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 Lot No. 87 on the Final Plat, Parkview Preserve, Phase 1B, of record in Instrument No. 20190702-0064469, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to NVR, Inc., a Virginia Corporation T/A Ryan Homes by Deed from Parkview Preserve Holding LP, a Delaware limited partnership, dated November 24, 2020, of record in Instrument No. 20201125-0138366, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Parkview Preserve Holding LP, a Delaware limited partnership, by Special Warranty Deed from Evelyn Banner Sutton, an individual, dated January 24, 2018, of record in Instrument No. 20180125-0007940, Register's Office for Davidson County, Tennessee, and further conveyed to Parkview Preserve Holding LP, a Delaware limited partnership, by Quitclaim Deed from Evelyn Banner Sutton, dated January 24, 2018, of record in Instrument No. 20180125-0007943, Register's Office for Davidson County, Tennessee

This conveyance is made subject to:

a. Taxes and assessments for the year 2021, and subsequent years, not yet due and payable.

b. All matters appearing on the plan of record in Instrument No. 20190702-0064469, Register's Office for Davidson County, Tennessee.

c. All matters as set forth per boundary plats of record in Plat Book 547, Page 46 and Instrument No. 20130110-0003257, Register's Office for Davidson County, Tennessee.

d. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20190503-0041704, amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for Parkview Preserve of record in Instrument No. 20200108-0002728, and supplemented by First Supplement to the Declaration of Covenants, Conditions, and Restrictions for Parkview Preserve (Annexing Phase 1B and Phase 2 Property) of record in Instrument No. 20200706-0072345, Register's Office for Davidson County, Tennessee.

e. Charter of Parkview Preserve Homeowners Association, Inc. of record in Instrument No. 20190418-0035627, Register's Office for Davidson County, Tennessee.

f. Inspection and Maintenance Agreement of Private Stormwater Management Facilities of record in Instrument No. 20180629-0062942, Register's Office for Davidson County, Tennessee.

g. Title to that portion of the premises, if any, embraced within the bounds of any streets, roads and/or highways.

h. Right of Way Easements of record in Book 2014, Page 308 and Book 3164, Page 487, Register's Office for Davidson County, Tennessee.

i. Easement of record in Book 3255, Page 507, Register's Office for Davidson County, Tennessee.

j. Easement of record in Book 6113, Page 624, Register's Office for Davidson County, Tennessee.

k. Ingress-Egress Easement of record in Instrument No. 20130118-0006195, Register's Office for Davidson County, Tennessee.

l. Agreement for Dedication of Easement for Sanitary Sewers of record in Book 5195, Page 443, Register's Office for Davidson County, Tennessee.

m. Subject to all matters shown on the survey dated November 30, 2017, prepared by Ragan-Smith Associates, Inc., by John T. Darnall, TN R.L.S. No. 1571, Job No. 17163.

n. The flow of any creeks, streams, or branches across subject property.

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

p. Subject to lien for special assessment contained in DCCR's/Master Deed.

q. All other easements and restrictions of record.

r. Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (the 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 written notice of any sale, transfer, assignment of title or deed such as to the Secretary of HUD, foreclosure, or refinancing of the unit by the household occurring during the AHP 5-year Retention Period.

(ii) In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the Retention Period, the Bank shall be repaid the lesser of: (A) the AHP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced,

during the AHP 5-year retention period; or (B) any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted household's investment; unless one of the following exceptions applies:

1. The unit was assisted with a permanent mortgage loan funded by an AHP advance;

2. The subsequent purchaser, transferee, or assignee 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);

3. The amount of the AHP subsidy that would be required to be repaid is $2,500 or less; or

4. 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 event of foreclosure or, conveyance by deed in lieu of foreclosure, an assignment of a Federal Housing Administration first mortgage to the Secretary of HUD, or death of the AHP-assisted homeowner.

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: 413 South Downs Circle, Goodlettsville, TN 37072

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 25th day of May, 2021.

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

BY: _____

Jon Cherry, 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 Jon Cherry, 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 Jon Cherry, as such, Appointed Vice-President, and attesting the same corporation, by the said Jon Cherry, Appointed Vice-President.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 25 day of May, 2021.

_____

NOTARY PUBLIC

LAUREN GRIFFIN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILSON
Expires 12/2/2023

My Commission expires: 12-2-23