**THIS INSTRUMENT WAS PREPARED BY**

Bankers Title & Escrow Corp.
3310 West End Ave., Ste. 540
Nashville, TN 37203
P21-30770

HILLARY MONROE SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-02-2024

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ **189,000.00**.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3. DAY OF December, 2021.

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

Karen Johnson Davidson County
Batch# 767849 **DEEDWARR**
12/06/2021 11:33:11 AM 9 pgs
Fees: $48.00 Taxes: $699.30

20211206-0161307

# WARRANTY DEED

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Caleb Eugene Taylor | NEW OWNER | |
| 43 Wharf Avenue, Unit A | | 105030T00100CO |
| Nashville, TN 37210 | | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS. THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **Affordable Housing Resources, Inc., a Tennessee corporation,**

HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO **Caleb Eugene Taylor,**

HEREINAFTER CALLED THE GRANTEE. HIS 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. A on the plan of 43 Wharf Avenue, as shown on Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions of 43 Wharf Avenue, a Horizontal Property Regime with Private Elements of record in Instrument No. 20200313-0028441, Office for Davidson County, Tennessee , to which plan reference is made for a more complete and accurate description thereof.

Being a portion of the same property conveyed to Affordable Housing Resources, Inc, by Quitclaim deed from The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 20190816-0082147 , dated August 15, 2019 and Deed of Correction recorded in Instrument No. 20200127-0009688, January 27, 2020, and Affidavit of Scrivener's Error in Instrument No. 20200127-0009687, dated January 23, 2020, said Register's Office.

See Declaration of Restrictive Covenants recorded herewith as Exhibit "A".

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and paid by Grantor; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

This is IMPROVED property known as **43 Wharf Avenue, Unit A, Nashville, TN 37210.**

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; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their 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.

Witness Grantor's hand this the 3rd day of December, 2021.

Affordable Housing Resources, Inc.

BY: _____
Dan Eaton, Authorized Agent

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Dan Eaton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Agent of Affordable Housing Resources, Inc., the within named bargainor, a corporation, and that he as Authorized Agent executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Authorized Agent.

Witness my hand and official seal this the 3rd day of December, 2021.

HILLARY MONROE SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-02-2024

My Commission expires: _____

_____
Notary Public

**EXHIBIT A**

This Instrument Prepared By:
Metropolitan Housing Trust Fund Commission
1 Metropolitan Courthouse
Nashville, Tennessee 37201

## DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made by the Metropolitan Government of Nashville and Davidson County ("Metro") by and through the Metro Housing Trust Fund Commission ("Commission"). This Declaration applies to the real property located at **43A Wharf Ave, Nashville, TN 37210.;** ("Property").

RECITALS

WHEREAS, Metro has provided funds to develop the Property; and,

WHEREAS, the intent of Metro in providing the funds is to create affordable housing on the Property for persons of low income; and,

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price which this Covenant requires; and,

WHEREAS, the intent of the Grantor is to preserve through this Declaration the affordability of the Property for persons of low-income citizens of Davidson County.

**Declaration**

Now, therefore, for and in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, by this Declaration, does declare the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, liens and agreements set forth in this Declaration, which shall run with the Property and be binding on all parties having any right, title or interest in any of the Property or any part thereof and their heirs, successors and assigns.

1. **Definitions**.

   a. "Affordability Period" shall mean the period of time commencing upon the signing of this Declaration with the Metropolitan Government of Nashville and Davidson County Register of Deeds and continuing in effect for a period of twenty (20) years thereafter.

   b. "Annual Income" shall have the same meaning as in HUD regulations found in 24 CFR part 5, entitled "General HUD Program Requirements; Waivers".

   c. "Area" means the metropolitan statistical area that includes Davidson County, Tennessee.

   d. "Area Median Income" means the median annual income for a family of four for the Area most recently published by the United States Department of Housing and Urban

Development ("HUD").

e. "Certificate of Eligibility" means a certificate issued by the Metropolitan Government, the Developer, or a HUD-certified counseling agency confirming that the holder of the certificate is a Qualified Household.

f. "Developer" means the entity to which the Metropolitan Government first conveys the Property or funds with which that entity has agreed to construct or provide affordable housing.

g. "Developer Loan" means a written agreement between an Owner and the Developer or another party pursuant to which the Owner receives a loan for the purposes of purchasing the Property but is not required to make monthly payments or otherwise repay the loan until the Owner sells or transfers the Property. Provided, however, that during the Affordability Period, a Developer Loan shall be assumable upon sale or transfer at the option of the buyer or transferee.

h. "Housing Costs" means all housing-related expenses, including mortgage principal and interest (based on a 30-year mortgage loan equal to the purchase price and the current Wall Street Journal Prime rate of interest), taxes, homeowner and private mortgage insurance, assessments, and homeowners' fees, as applicable. A one-time payment that will be due under the terms of a Developer Loan upon the sale or transfer of the Property shall not be considered a Housing Cost.

i. "HUD" means the United States Department of Housing and Urban Development.

j. "Maximum Sale Price" means the price at which a buyer's monthly Housing Costs would not exceed 30% of the buyer's monthly income for a buyer whose annual income is equal to 80% of the Area Median Income at the time of the sale. Provided, however, that in no event will the Maximum Sales Price be less than the actual price paid for the Property by the current Owner plus any increase in the price for the Property using the formula set forth above between the date that the current Owner purchased the Property and the date the current Owner sells the Property.

k. "Owner" means the legal owner of the Property other than the Developer.

l. "Mortgagee" means a lender who acquires a valid recorded security interest in connection the Owner's acquisition of the Property.

m. "Presumed Household Size" means the product of 1.5 and the number of bedrooms shown on plans submitted and approved by permit for any development built on the Property, rounded up to the nearest whole number.

n. "Qualified Household" means a household that at the time of applying for a Certificate of Eligibility meets the following requirements to become an Owner: (i) has Annual Income that does not exceed 80 percent of the Area Median Income for the Area for homeownership developments and does not exceed 60 percent of the Area Median

Income for rental developments, as determined by HUD, with adjustments for smaller and larger families as described in greater detail in the Affordability Requirements paragraph, and (ii) whose purchase of the Property meets the requirements to qualify as affordable homeownership housing under the Home Investment Partnerships Program pursuant to 24 CFR §92.254.

2. **Requirement of Title**. Compliance with the provision of this Declaration shall be deemed to be a requirement of title. The Property may not be transferred to any person or entity other than a Qualified Household except as otherwise provided in this Declaration.

3. **Affordability Requirements**. Throughout the Affordability Period, no Property shall be sold except to a Qualified Household for use by an Owner solely as a principal residence. Qualified Household determinations shall be made in accordance with 24 CFR §92.2 and §92.217. The 2021 income limits for homebuyer projects adjusted according to family size are provided in the table below for illustrative purposes. These income limits are updated annually by HUD, and the determination of whether an Owner qualifies as a Qualified Household shall be made based on the most recently published annual income limits when qualifying a potential buyer.

**2021 INCOME LIMITS**

*Nashville-Davidson—Murfreesboro—Franklin, TN MSA*

| | 1 person | 2 person | 3 person | 4 person | 5 person | 6 person | 7 person | 8 person |
|---|---|---|---|---|---|---|---|---|
| **80% Income Limit** | $47,250.00 | $54,000.00 | $60,750.00 | $67,450.00 | $72,850.00 | $78,250.00 | $83,650.00 | $89,050.00 |

During the Affordability Period, an Owner desiring to sell, dispose of or otherwise convey the Property, shall so notify the Developer and the Commission in writing (the "Conveyance Notice"). The Owner is responsible for finding a homebuyer ("Homebuyer") who meets the requirements of a Qualified Household. The sale to the Homebuyer must occur within six (6) months of completion of the income determination. The HUD Exchange web site provides an income eligibility calculator that can be used to perform an initial assessment to determine income eligibility. The link below contains a guide for using this income eligibility calculator:

https://www.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator_User%20Manual_Version2.0.pdf

During the Affordability Period, and except as otherwise provided in this Declaration, the Property may not be sold for a price that exceeds the Maximum Sale Price.

4. **Use During the Affordability Period**. During the Affordability Period: (i) compliance with the requirements of this Declaration may be verified by the Commission or its agent or contractor annually, and an Owner shall cooperate fully with such verification; (ii) every residential unit must be occupied for at least 10 months each year except with the Commission's express written consent; (iii) and the Property may only be used as a principal residence of the Owner. The improvements shall be maintained by the Owner in good, clean and livable condition, and Owner shall be responsible for the timely payment of (i) hazard insurance for the full replacement cost of all improvements on the Property, and (ii) all taxes, assessments and fees accruing on the Property.

5. **Permitted Structures**. Throughout the Affordability Period, only structures permitted in residentially zoned areas of the Metropolitan Government may be built upon the Property.

6. **Debt and Refinance Limitations**. If an Owner desires to obtain or refinance any loan (a "Loan") to be secured by the Property, and such Loan will cause that Owner's total indebtedness to exceed the original purchase price paid by that Owner for the Property, then not less than 45 days prior to obtaining or refinancing the Loan, Owner shall submit to the Commission a copy of the proposed loan's terms. The Commission will approve the Loan unless The Commission reasonably objects to the terms.

7. **Foreclosure**. The holder of record of any mortgage or other encumbrance on the Property (each a "Mortgagee") and Owner of the Property shall comply with the following provisions upon foreclosure proceedings or similar remedial action pursuant to its mortgage or other encumbrance:

(a) The Owner shall provide permission to the Mortgagee for the Mortgagee to notify Metro and the Developer in the event of any default for which Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"). This notice shall be sent by Mortgagee to Metro and the Developer according to the notice provision of this Agreement, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner shall also deliver a copy of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to any instrument relating to a mortgage or encumbrance to Metro and the Developer promptly upon receipt.

(b) Developer shall have the first right of refusal and option to purchase the Property for a price not to exceed the outstanding balance of the delinquent mortgage, costs associated with collection actions taken up to the purchase date and agreed upon closing costs. At the conclusion of ten (10) days, Developer will provide Metro written notice as to its decision to exercise or refuse its option to purchase the Property. In the event Developer refuses its option to purchase the Property, Metro shall have the second right of refusal and option to purchase the property for a price not to exceed the outstanding balance of the delinquent mortgage, costs associated with collection actions taken up to the purchase date, and agreed upon closing costs. At the conclusion of the sixty (60) days after receipt of the Foreclosure

Notice, if neither Metro nor Developer exercises its option to purchases the Property, Metro will provide written notice thereof to Mortgagee, upon the receipt of which the Mortgagee may proceed with its right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this declaration shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter.

(c) In the event of purchase of the Property by the Developer, the Developer shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the designee be unable to find a Qualified Household to buy or lease the Property despite a good faith effort, including listing the Property with a licensed real estate agent for at least one hundred twenty (120) days, then Metro shall have the option to purchase the Property from the Developer for the total purchase amount paid by the Developer to the Mortgagee. If Metro declines its option to purchase the Property from the Developer, the Developer may then sell the Property to a household that does not meet the income-based requirements of a Qualified Household ("Ineligible Household").

8. **Conveyance by Operation of Law**. In the event that an ownership interest in a Property is transferred by operation of law, death, divorce, court order or other similar occurrence, the person or persons ("Transferee") to whom the Property is transferred shall, within 60 days after such transfer becomes effective (the effective date of the transfer being the "Transfer Date"), notify Developer and the Commission in writing of the transfer and either (1) obtain a Certificate of Eligibility, (2) promptly and diligently seek to sell the Property to a Qualified Household, (3) sell the Property to the Developer for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. Developer shall notify Metro of its decision to exercise or refuse its option to purchase within ten (10) days of the Transfer Date. In the event Developer declines its option to purchase the Property, Metro shall have a right to purchase the property for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. In the event neither Metro nor Developer exercises its option to purchase the Property, Transferee shall be entitled to maintain ownership of the Property or sell the property to a household that does not meet the income-based requirements of a Qualified Household ("Ineligible Household"). Should a Transferee who is required to sell the Property fail to do so within 120 days after the Transfer Date, such Transferee or owner shall notify Metro in writing ("Transfer Notice") of such fact, which shall constitute a breach of this Declaration.

In the event of purchase of the Property by the Developer, the Developer shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the Developer be unable to find a Qualified Household to buy or lease the Property despite a good faith effort, including listing the Property with a licensed real estate agent for at least one hundred twenty (120) days, then Metro shall have the option to purchase the Property from the Developer for the total purchase amount paid by the Developer to the Transferee. If Metro declines its option to purchase the Property from the Developer, the Developer may then sell the Property to an Ineligible Household.

9. **Prohibition on Discrimination**. No person shall, on the grounds of race, color, sex, religion, sexual orientation or national origin, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination with regard to the sale, lease, rental, use or occupancy of the Property.

10. **Severability**. The invalidity of any clause, part, provision or section of these Restrictive Covenants shall not affect the validity of the remaining portions herein.

11. **Notices**. Notice required by this Declaration to be given to the Commission shall be delivered to:

    Metro Housing Trust Fund Commission
    Office of the Mayor
    1 Public Square, Suite 100
    Nashville, TN 37201

    Notices required by this Declaration to be given to the Developer shall be delivered to:

    Affordable Housing Resources
    50 Vantage Way
    Nashville, TN 37228

    Notices required by this Declaration to be given to a Mortgagee shall be delivered to the notice address on the deed of trust given to the Mortgagee.

    Notices required by this Declaration to be given to an Owner or Transferee shall be delivered to the Property.

    Any notices, demands or requests that may be given under this Declaration shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the entities and parties in interest at the addresses designated above, or such other addresses as may be specified by any party (or its successor) by such notice. Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

12. **Amendment**. The Commission shall have the right to amend, modify or release this Declaration by an instrument recorded with the office of the Davidson County Register of Deeds, provided that any amendment or modification shall not impose materially greater obligations on, nor materially diminish the rights of, Developer, Owner, or any Mortgagee. Without limitation, the Metropolitan Government shall have the right to establish or change resale restrictions for any Property subject to this Declaration, subject to the foregoing proviso.

13. **Compliance with Applicable Laws**. Any person or entity claiming an interest in any Property covered by this Declaration shall comply with all applicable federal, state or local laws, statutes, ordinances, codes, rules, regulations, as may be amended from time to time. For clarification, despite the fact that various HUD regulations and regulations regarding HUD programs, such as the Home Investment Partnership Program, are referenced in this Declaration, said regulations are incorporated only for convenience in establishing commonly understood affordability requirements and do not apply generally to the Property. Instead, such regulations apply only to the extent explicitly set forth in this Declaration.

14. **Breach and Enforcement**. In the event of a breach or violation of this Declaration, the Commission shall have the right to take such enforcement action as it determines may be necessary, including, without limitation, the right to seek:
    a. injunctive or other equitable relief;
    b. disgorgement of sale proceeds attributable to a sale in violation of this Declaration;
    c. rescission of any sale in violation of this Declaration; and
    d. specific performance.
15. **Governing Law and Venue**. This Declaration shall be governed by the laws of the State of Tennessee. No action arising out of this Declaration shall be brought except in the Chancery or Circuit Courts of Davidson County, Tennessee.

**PURCHASER:**

**I acknowledge receipt of the restrictive covenant document which is encumbered upon the property being purchased from Affordable Housing Resources, Inc.**

Caleb Eugene Taylor

12/03/21
Date

Witness

12/3/21
Date

**STATE OF TENNESSEE**
**COUNTY OF DAVIDSON**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Caleb Eugene Taylor as Borrower, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence his/her identity), and who acknowledges that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Davidson County, Tennessee, this 3rd day of December, 2021.

Notary Public

My Commission Expires: _____

HILLARY MONROE SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-02-2024