Karen Johnson Davidson County
Batch# 964034 DEEDQC
01/24/2023 01:08:08 PM 8 pgs
Fees: $42.00 Taxes: $0.00
20230124-0005461

This instrument prepared by:
METROPOLITAN GOVERNMENT
DEPARTMENT OF LAW
1 Metropolitan Courthouse, Suite 108
Nashville, Tennessee 37219-6300

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or true value, whichever is greater for this transfer is
$ 0
Affiant
Subscribed and sworn before me this the 24 Day of January, 2023.
Deputy Register

Quitclaim Deed

Address New Owner(s) as follows:	Send Tax Bills to:	Map and Parcel Number:
Be a Helping Hand Foundation 827 West McKennie Avenue Nashville, Tennessee 37208	SAME	09316042900

For and in consideration of Twelve dollars ($12.00), cash in hand paid, the receipt of which is hereby acknowledged, **The Metropolitan Government of Nashville and Davidson County**, by these presents do hereby quitclaim and convey unto **Be a Helping Hand Foundation,** all the interest it may possess in the following parcel of property, being more particularly described as follows:

Land in Davidson County, Tennessee:

PT LOT 1 BLK F HERMITAGE ADDN

Map and Parcel Number 09316042900

Deed Book 20061117, Page 0142727

This is improved property located at **0 Robertson Street, Nashville, TN 37208**.
This conveyance is subject to any and all existing easements, sanitary sewer, utility or other easement, whether or not recorded as a public record.

SUBJECT HOWEVER, THAT IN THE EVENT THE GRANTEE, Be a Helping Hand Foundation, DOES NOT DEVELOP THE PROPERTY FOR THE PURPOSE OF AFFORDABLE AND WORKFORCE HOUSING BY NOVEMBER 17, 2027, THEN THE HEREIN DESCRIBED PROPERTY SHALL REVERT BACK TO THE DIVISION OF PUBLIC PROPERTY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY FREE AND CLEAR OF ANY CLAIMS OF THE GRANTEE.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, has caused this instrument to be executed by the Director of Public Property Administration, duly authorized in Metropolitan County Council Ordinance No. **RS2022-1857**, so to act on its behalf, this the 4th day of January, 2023.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE & DAVIDSON COUNTY,
TENNESSEE BY:

Abraham Wescott
Abraham Wescott, Director
Public Property Administration

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ SUMNER

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **Abraham Wescott**, with whom I am personally acquainted and who, upon their oath, acknowledged them to be the Public Property Administrator of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, and that they, as such Director, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of January, **2023**.

Terri Jaynes
Notary Public

My Commission Expires: March 3, 2026

TERRI JAYNES
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES MARCH 03, 2026

This Instrument Prepared By:
Metropolitan Housing Trust Fund Commission
800 2nd Avenue South
Nashville, Tennessee 37210

Exhibit A

DECLARATION OF RESTRICTIVE COVENANTS

2023

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:

0 Robertson Street, Nashville, TN 37208 (Parcel ID: 09316042900)

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, 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 issuance of a Use and Occupancy Permit by the Metropolitan Government of Nashville and Davidson County and continuing in effect for a period of thirty (30) 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 Grantee, or a HUD-certified counseling agency confirming that the holder of the certificate is a Qualified Household.

f. "Commission" means the Metro Housing Trust Fund Commission (also known as the "Barnes Fund").

g. "Grantee" 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.

h. "Qualified Property Owner" means an individual, business, or other such organization that rents to households who meet the "Qualified Household" definition within the affordability period should the property be sold, attained, or held without Metropolitan Government involvement.

i. "Renter" means the legal occupant of the Property other than the Grantee.

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

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

l. "Qualified Household" means a household that at the time of applying for a Certificate of Eligibility meets the following requirements to become a Renter has Annual Income that does not exceed 60 percent of the Area Median Income dependent on family size as determined by the most recent Area Media Income (AMI) guidelines that are published annually by HUD. The number of Qualified Households must meet the number or percentage of units in any one development as prescribed by the original Metro Contract obligation.

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 Property Owner except as otherwise provided in this Declaration.

3. **Affordability Requirements**. Throughout the Affordability Period, no Property shall be rented except to a Qualified Household for use by said qualified renter solely as a principal residence. The annual AMI income limits are shown below for illustrative purposes. These income limits are updated annually by HUD and the determination of whether a new Renter qualifies as a Qualified Household. When qualifying a person as a potential renter, the most recently published annual income limits will be used.

2022 INCOME LIMITS*

Nashville-Davidson—Murfreesboro—Franklin, TN MSA

**Income limits will be updated in April 2023 when released by HUD, 2022 limits will be used until updated income limits are released.*

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
60% Income Limit	$39,660	$45,300	$50,940	$56,580	$61,140	$65,640	$70,200	$74,700

During the Affordability Period, a Grantee desiring to sell, dispose of or otherwise convey the Property, shall so notify the Commission in writing (the "Conveyance Notice"). Grantee is responsible for finding a Qualified Property Owner who will secure Renters that meet the requirements of a Qualified Household. The sale to the Qualified Property Owner must occur within six (6) months of completion of the Conveyance Notice.

4. **Use During the Affordability Period**. During the Affordability Period: (i) every residential unit must be occupied for at least 10 months each year except with the Commission's express written consent; (ii) and the Property may only be used as a principal residence of the Renter and their heirs.

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

(a) The Grantee or Qualified Property Owner shall provide permission to the Mortgagee for the Mortgagee to notify Metro 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 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 Grantee 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 promptly upon receipt.

(b) Metro 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, Metro will provide Mortgagee written notice as to its decision to exercise or refuse its option to purchase the Property. At the conclusion of the sixty (60) days after receipt of the Foreclosure Notice, if Metro does not exercise 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.

7. **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 Grantee 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 Property Owner, (3) sell the Property to the Grantee for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. Grantee 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 Grantee 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 Grantee 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 Homeowner 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 Grantee, the Grantee shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the Grantee 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 Grantee for the total purchase amount paid by the Grantee to the Transferee. If Metro declines its option to purchase the Property from the Grantee, the Grantee may then sell the Property to an Ineligible Household.

8. **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.

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

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

    Metro Housing Trust Fund Commission
    Planning Department – Housing Division
    800 2nd Avenue South
    Nashville, TN 37210

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

    Be a Helping Hand
    827 West McKennie Avenue
    Nashville, TN 37208

    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 a Grantee, Qualified Property 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.

11. **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, Grantee, Qualified Property Owner, Renter, 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.

12. **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, 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.

13. **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.

14. **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.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the date first written above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ SUMNER

Before me, the undersigned a Notary Public, in and for the State and County aforesaid, personally appeared, **Abraham Wescott**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Director of Public Property Administration for the Metropolitan Government of Nashville and Davidson County, and that he as such Director of Public Property Administration executed the foregoing instrument for the purposes therein contained, by signing the name of Metropolitan Government of Nashville and Davidson County himself as Director of Public Property Administration.

WITNESS my hand and official seal at Nashville, Tennessee, this 23rd day of January, 2023.

Terri Jaynes

NOTARY PUBLIC

My Commission Expires: 3/3/26

TERRI JAYNES
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES MARCH 03, 2026