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DECLARATION OF RESTRICTIVE COVENANTS FOR BOWEN HOUSE

This Declaration of Covenants, Conditions, and Restrictions for Bowen House is made as of the last date set forth on the signature page hereto by **Bowen House Ventures, LLC**, a Tennessee limited liability company ("Declarant"), being the owner of the Development Property (defined below) for the benefit of all persons or entities, presently owning or hereafter acquiring any of the Development Property (each, an "Owner") and the Planning Department of the Metropolitan Government of Nashville and Davidson County ("Metro").

RECITALS

WHEREAS, Declarant, being the owner and legal title holder of certain real property in Nashville, Davidson County, Tennessee (the "Development Property"), as more particularly described on **Exhibit A** attached hereto, desires to develop the Development Property into a multifamily, live/work community; and

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and character of the Development Property and to provide for certain architectural, design, and building material standards in furtherance thereof; and

NOW, THEREFORE, for the purposes set forth herein above Declarant, as legal title holder of the Development Property, declares as follows:

RESTRICTIONS

1. **Purpose of Declaration.** This Declaration is executed: (a) in furtherance of a specific plan for the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of the Development Property; and (c) to provide for certain architectural, design, and building material standards for the Development Property.

2. **General.** The construction or installation of Improvements upon Development Property shall comply with Specific Plan approved by Metro for the development and construction of improvements upon the Development Property; shall comply with all requirements set forth on the overall development plan for the Development Property, as may be amended from time to time; and shall comply with all other applicable laws, ordinances, and regulations of Metro and all governmental agencies with jurisdiction over the Development Property.

3. **Owners Association.** There has been or will be formed an association having the name "**Bowen House Owners' Association, Inc.**" a Tennessee non-profit corporation (the "Association"), which shall be the governing body for all Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation, and care of the Development Property. The Articles of

Incorporation for the Association are attached hereto as **Exhibit B**. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners.

a. Each Owner shall be a "Member" of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. An Owner's membership in the Association shall automatically terminate when such person ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall succeed simultaneously to the former Owner's membership in the Association.

b. The affairs of the Association shall be managed by the Board, which shall consist of three (3) Directors. The Board shall be elected and serve in accordance with the provisions of the By-Laws. The By-Laws for the Association shall be the By-Laws attached hereto as **Exhibit C**. The Board shall have full authority to make all decisions and take all actions on behalf of the Association.

4. **Lease.** Notwithstanding the following provisions concerning leasing, it is the of the Land Owner and the Declarant that the Units to comprise the Development Property be for sale products. Subject to all applicable Federal, State, or local laws, any lease of a residential unit to comprise the Development Property shall be subject to the restrictions set forth in this Section.

a. No Owner within the Development Property shall own more than three (3) units.

b. All leases shall be in writing, and no lease shall be for a term of less than six (6) months. The Board of the Association shall approve all leases and any renewal thereof. If an Owner desires to lease a Unit, a copy of the proposed (final version) of the lease shall be delivered to the Board for review and written approval to be issued before the lease may be effective. Any purported lease signed by a Unit Owner and prospective tenant before the issuance of approval by the Board shall be void and of no force or effect. Following Board approval, within ten (10) days of the full execution of any lease or amendment thereto or extension or renewal thereof, the Owner of the Unit that is the subject thereof must deliver a copy of the same to the Board or the managing agent of the Association.

c. The Association shall have the right to implement a system and procedures for the administration, tracking, oversight, and management of rentals within the Development Property, and all cost of such system and procedures will be assessed equally against the Owners who lease their Unit.

d. The lessee under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration. Failure to comply with this Declaration shall be a default under each such lease.

e. The restrictions set forth in this Section shall not apply to the initial builder of the Units to comprise the Development Property.

f. This restriction shall not be deemed to prohibit Mortgagee who takes title to a unit pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the unit. Further, certain exceptions to these leasing restrictions

may be made in writing by the Board of the Association for exceptional circumstances, such as a military deployment, employment relocation, or other similar circumstance beyond the control of the Owner of the Unit to be evidenced by supporting documentation to be submitted to the Board together with the requested exception to these leasing restrictions sought by such Owner.

5. **Amendment.** Except as otherwise provided herein, the provisions of this Declaration shall not be changed, modified, or amended except by written and properly recorded instrument setting forth such change, modification, or amendment signed by the Declarant (or following the termination of Declarant status, the Board of the Association) and Metro or their heirs, successors and/or assigns.

6. **Duration.** The covenants and restrictions of this Declaration shall run with and bind title to the Development Property, shall be binding upon and inure to the benefit of Declarant (or following the termination of Declarant status, the board of the association) and Metro, and their respective heirs, executors, legal representatives, successors, and assigns.

7. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States in office as of the date of the recording of this Declaration.

8. **Governing Law.** This Declaration shall be construed, governed, and enforced under and in accordance with the laws of the State of Tennessee.

9. **Partial Invalidity.** Invalidity of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

10. **Severability.** If any provision of this Declaration, the Governing Documents or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid; the validity of the remainder of this Declaration and the Governing Documents and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the Governing Documents shall be construed as if such invalid part was never included therein.

11. **Captions and Gender.** The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof. The use of the masculine gender in this Declaration and in the Governing Documents shall be deemed to include the feminine and neuter references, and the use of the singular shall be deemed to include the plural whenever the context so requires.

12. **Effective Date of Declaration.** The effective date of this Declaration shall be the date of its recording in the Register's Office for **Davidson County**, Tennessee.

[Signature on Next Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant over the Development Property to be subject hereto, has caused this Declaration to be duly executed as of the date set forth below.

Declarant:

**Bowen House Ventures, LLC,
a Tennessee limited liability company**

By: _____

Print

Name: _____

Its: _____

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gary Ealey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Partner ("Officer") of **Bowen House Ventures, LLC**, the within named bargainer and that he/she as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing him/herself as such Officer.

Witness my hand and seal the 9th day of November, 20 21.

Notary Public

My Commission Expires: 03/06/2024



EXHIBIT A-1

TRACT I:

2842 (AKA 2840) LEBANON ROAD (U.S. HIGHWAY 70S)

A TRACT OF LAND IN THE 15TH COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, BEING SHOWN AS PARCEL 3.00 ON DAVIDSON COUNTY TAX MAP NO. 96-02, AND FURTHERMORE BEING BOUNDED ON THE NORTH BY CLARK AND ROGERS/CALDWELL FAMILY REVOCABLE TRUST, ON THE EAST BY BOWEN, GARDNER AND ANDREW PRICE MEMORIAL METHODIST CHURCH, ON THE SOUTH BY LEBANON PIKE(U.S. HIGHWAY 70-S), COKER AND HARWELL, AND ON THE WEST BY DOSS, RESURRECTED PEOPLES CHURCH, COMBOS AND OSBORNE BROS. PARTNERSHIP AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON ROD (SET) ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF LEBANON ROAD (US. HIGHWAY 70S), RIGHT-OF-WAY WIDTH VARIES, AT THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANDREW PRICE MEMORIAL METHODIST CHURCH AS OF RECORD IN BOOK 2243, PAGE 471, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

1. WITH AN OFFSET IN THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID LEBANON ROAD (U.S. HIGHWAY 70S), SOUTH 10 DEGREES 56 MINUTES 09 SECONDS EAST, 2.10 FEET TO AN IRON ROD (SET); THENCE,
2. SOUTH 61 DEGREES 27 MINUTES 58 SECONDS WEST, 195.45 FEET TO AN IRON ROD (SET); THENCE,
3. SOUTH 62 DEGREES 49 MINUTES 28 SECONDS WEST, 81.52 FEET TO AN IRON ROD (SET); THENCE,
4. WITH AN OFFSET IN THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID LEBANON ROAD, NORTH 27 DEGREES 46 MINUTES 41 SECONDS EAST, 3.00 FEET TO AN IRON ROD (SET); THENCE,
5. SOUTH 62 DEGREES 06 MINUTES 34 SECONDS WEST, 45.63 FEET TO AN IRON ROD (SET) AT THE SOUTHEASTERLY PROPERTY CORNER OF LOT NO. 2 AS SHOWN ON THE FINAL PLAN OF REVISION TO HARWELL COMMERCIAL SUBDIVISION AS OF RECORD IN PLAT BOOK 6200, PAGE 920, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
6. LEAVING THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID LEBANON ROAD, AND WITH THE EASTERLY PROPERTY LINE OF SAID LOT NO. 2, HARWELL COMMERCIAL SUBDIVISION, NORTH 24 DEGREES 20 MINUTES 06 SECONDS WEST, 104.74 FEET TO AN RAILROAD SPIKE (FOUND) AT THE NORTHEASTERLY PROPERTY CORNER OF SAID LOT NO. 2; THENCE,
7. WITH THE NORTHERLY PROPERTY LINE OF SAID LOT NO. 2 AND LOT NO. 1 ON THE AFOREMENTIONED PLAN OF HARWELL COMMERCIAL SUBDIVISION, SOUTH 85 DEGREES 47 MINUTES 14 SECONDS WEST, 131.69 FEET TO AN IRON ROD (FOUND) AT THE NORTHWESTERLY PROPERTY CORNER OF SAID LOT NO. 1, HARWELL COMMERCIAL SUBDIVISION; THENCE,
8. WITH THE WESTERLY PROPERTY LINE OF SAID LOT NO. 1, HARWELL COMMERCIAL SUBDIVISION, IN PART, SOUTH 09 DEGREES 13 MINUTES 51 SECONDS EAST, 58.80 FEET TO AN IRON ROD (SET) AT THE NORTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO HARWELL PROPERTIES AS OF RECORD IN

- INSTRUMENT NO. 20101228-0102950, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
9. WITH THE NORTHERLY PROPERTY LINE OF SAID HARWELL PROPERTIES, NORTH 87 DEGREES 28 MINUTES 32 SECONDS WEST, 138.88 FEET TO AN IRON ROD (SET) IN THE EASTERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO PRESTON DOSS ET AL. AS OF RECORD IN INSTRUMENT NO. 20190306-0020580, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 10. WITH THE EASTERLY PROPERTY LINE OF SAID PRESTON DOSS ET AL., IN PART, NORTH 14 DEGREES 07 MINUTES 11 SECONDS EAST, 83.10 FEET TO AN IRON ROD (FOUND) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO RESURRECTED PEOPLES CHURCH, INT. AS OF RECORD IN INSTRUMENT NO. 20120131-0008566, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 11. WITH THE EASTERLY PROPERTY LINE OF SAID RESURRECTED PEOPLES CHURCH, INT. PROPERTY, NORTH 06 DEGREES 00 MINUTES 52 SECONDS EAST, 149.04 FEET TO AN IRON ROD (FOUND) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO JEFFREY W. COMBOS AS OF RECORD IN BOOK 8901, PAGE 939, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 12. WITH THE EASTERLY PROPERTY LINE OF SAID COMBOS, NORTH 07 DEGREES 58 MINUTES 15 SECONDS EAST, 119.86 FEET TO AN IRON ROD (SET) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO OSBORNE BROS. PARTNERSHIP AS OF RECORD IN BOOK 11559, PAGE 316, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 13. WITH THE EASTERLY PROPERTY LINE OF SAID OSBORNE BROS. PARTNERSHIP PROPERTY, AND GENERALLY FOLLOWING WITH AN EXISTING FENCE LINE, NORTH 07 DEGREES 30 MINUTES 05 SECONDS EAST, 97.61 FEET TO AN IRON ROD (SET); THENCE,
 14. NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, 44.63 FEET TO AN IRON ROD (SET); THENCE,
 15. NORTH 04 DEGREES 16 MINUTES 53 SECONDS EAST, 44.98 FEET TO AN IRON ROD (SET); THENCE,
 16. NORTH 02 DEGREES 51 MINUTES 10 SECONDS EAST, 29.82 FEET TO AN IRON ROD (FOUND) AT THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO CYNTHIA CHRISTINE CLARK AS OF RECORD IN INSTRUMENT NO. 20150224-0015721, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID IRON ROD ALSO BEING THE SOUTHEASTERLY PROPERTY CORNER OF THE COMMON AREA FOR SECTION TWO OF RIVER POINT SUBDIVISION AS OF RECORD IN PLAT BOOK 5200, PAGE 749, SAID REGISTER'S OFFICE; THENCE,
 17. WITH THE SOUTHERLY PROPERTY LINE OF SAID CYNTHIA CHRISTINE CLARK, NORTH 84 DEGREES 19 MINUTES 19 SECONDS EAST, 171.90 FEET TO AN IRON ROD (SET); THENCE,
 18. NORTH 27 DEGREES 27 MINUTES 36 SECONDS EAST, 328.97 FEET TO AN IRON ROD (SET) AT THE MOST SOUTHERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ROGERS/CALDWELL FAMILY REVOCABLE TRUST AS OF RECORD IN INSTRUMENT NO. 20050609-0065894, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 19. WITH THE SOUTHERLY PROPERTY LINE OF SAID ROGERS/CALDWELL FAMILY REVOCABLE TRUST, NORTH 26 DEGREES 57 MINUTES 19 SECONDS EAST, 36.10 FEET TO AN EXISTING WOOD FENCE POST; THENCE,
 20. NORTH 43 DEGREES 32 MINUTES 41 SECONDS WEST, 22.00 FEET TO AN IRON ROD (SET); THENCE,

21. NORTH 32 DEGREES 27 MINUTES 19 SECONDS EAST, 90.00 FEET TO AN IRON ROD (SET) AT THE NORTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ARTHUR BOWEN, JR. AND DAVID W. GARDNER ET AL. AS OF RECORD IN INSTRUMENT NO. 20140305-0018436, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID IRON ROD ALSO BEING THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANDREW PRICE MEMORIAL UNITED METHODIST CHURCH AS OF RECORD IN INSTRUMENT NO. 20051107-0134642, SAID REGISTER'S OFFICE; THENCE,
22. WITH THE WESTERLY PROPERTY LINE OF SAID BOWEN AND GARDNER, IN PART, SOUTH 11 DEGREES 35 MINUTES 11 SECONDS EAST, 268.00 FEET TO AN IRON ROD (SET) AT THE NORTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANDREW PRICE MEMORIAL METHODIST CHURCH AS OF RECORD IN BOOK 2243, PAGE 471, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
23. WITH THE WESTERLY PROPERTY LINE OF SAID ANDREW PRICE MEMORIAL METHODIST CHURCH, SOUTH 11 DEGREES 26 MINUTES 24 SECONDS EAST, 201.53 FEET TO AN IRON ROD (SET); THENCE,
24. SOUTH 10 DEGREES 33 MINUTES 57 SECONDS EAST, 402.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 330,566 SQUARE FEET OR 7.59 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES WHICH WERE WITHIN THE PRECISION REQUIREMENTS OF AN ALTA/NSPS LAND TITLE SURVEY OF 2016.

BEING THE SAME PROPERTY CONVEYED TO REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY DEED FROM JUDITH LANE MIKESELL AND CAROL LANE HERRING, HEIRS OF L. W. LANE, JR. AND WIFE, RUTH E. LANE, DECEASED, OF RECORD IN INSTRUMENT NO. 20211108-0149154, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

TRACT II:

2836 LEBANON ROAD (U.S. HIGHWAY 70S)

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE PLAN OF REVISION TO HARWELL COMMERCIAL SUBDIVISION, AS OF RECORD IN PLAT BOOK 6200, PAGE 920, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

INCLUDED IN THE AFOREDESCRIBED PROPERTY BUT EXPRESSLY EXCLUDED THEREFROM IS THAT PORTION OF SAID PROPERTY CONVEYED TO THE STATE OF TENNESSEE AND MORE FULLY DESCRIBED IN INSTRUMENT NO. 20010222-0016690, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY DEED FROM TERRY L. COKER AND CAROL COKER, HUSBAND AND WIFE, OF RECORD IN INSTRUMENT NO. 20211112-0151007, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

MAP/PARCEL: 09601004200
2820 LEBANON PIKE, NASHVILLE, TN 37214

THIS IS UNIMPROVED PROPERTY SITUATED – LEBANON PIKE, NASHVILLE, TENN. A TRACT OF LAND IN THE VILLAGE OF MCWHIRTERSVILLE, IN THE 3RD, FORMERLY 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF THE LEBANON PIKE AT THE SOUTHEAST CORNER OF A LOT OWNED BY JORDAN HOCKETT; THENCE WITH HOCKETT'S EAST LINE, NORTHERLY 248 FEET TO E. E. FULGHUM'S SOUTHERLY LINE, THENCE EASTERLY WITH FULGHUM'S SOUTH LINE, 50 FEET; THENCE IN A SOUTHERLY DIRECTION, 248 FEET TO THE CENTER OF THE LEBANON PIKE; THENCE WESTERLY WITH THE CENTER OF SAID PIKE, 67 ½ FEET TO THE BEGINNING.

MAP/PARCEL: 09601004200
2820 LEBANON PIKE, NASHVILLE, TN 37214

LAND IN THE THIRD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY J. R. WAUFORD & COMPANY, ENGINEERS, DATED MARCH 29, 1958, AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF LEBANON ROAD AT THE SOUTHWEST CORNER OF THE J. A. THORN PROPERTY; THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERLY MARGIN OF SAID LEBANON ROAD, 79.2 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION 15 FEET TO A POINT; THENCE IN A WESTERLY DIRECTION 22 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION 56.8 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF THE HOCKETT PROPERTY; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY MARGIN OF THE HOCKETT PROPERTY, 98 FEET TO AN IRON PIN IN A FENCE ROW, SAID POINT BEING LOCATED IN THE WESTERLY LINE OF THE J. A. THORNE PROPERTY; THENCE IN A SOUTHERLY DIRECTION, 78 FEET TO THE POINT OF BEGINNING, CONTAINING 1/2 ACRES, MORE OR LESS.

MAP/PARCEL: 09601004300
2826 LEBANON PIKE, NASHVILLE, TN 37214

A TRACT OF LAND IN THE 3RD, FORMERLY THE 2ND CIVIL DISTRICT, OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED PARTLY ACCORDING TO A COPY OF A SURVEY THEREOF, MADE AUGUST 7, 1956, BY T. R. SANFORD, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF NEW LEBANON PIKE, AS NOW LOCATED AT THE SOUTHWEST CORNER OF THE LOT THAT WAS CONVEYED TO CHARES R. DAVIS, ET AL BY DEED FROM WALTER E. BELCHER AND WIFE, OF RECORD IN BOOK 2703, PAGE 275, REGISTER'S OFFICE FOR SAID COUNTY; THENCE ALONG DAVIS WEST LINE NORTHERLY 175 FEET MORE OR LESS TO A POINT, DAVIS NORTHWEST CORNER; THENCE SOUTH 88 DEG. 45' WEST 94.5 FEET MORE OR LESS TO A POINT; DAVIS NORTHWEST CORNER; THENCE SOUTH 88 DEG. 45' WEST 94.5 FEET MORE OR LESS TO A POINT; THENCE SOUTH 2 DEG. 38' WEST 188 FEET TO THE CENTER LINE OF SAID LEBANON ROAD, THENCE WITH THE CENTER LINE OF THE SAME NORTH 83 DEG. 15' EAST 110.9 FEET; NORTH 79 DEG. EAST 30.4 FEET TO THE POINT OF BEGINNING.

MAP/PARCEL: 09602000100
2830 LEBANON PIKE, NASHVILLE, TN 37214

THIS IS IMPROVED PROPERTY SITUATED 2830 LEBANON ROAD, NASHVILLE, TENNESSEE. LAND IN THE 3RD CIVIL DISTRICT OF SAID COUNTY, LYING ON THE NORTH SIDE OF THE NEW LEBANON PIKE, DESCRIBED PARTLY ACCORDING TO A SURVEY THEREOF BY T. R. SANFORD, SURVEYOR, AUGUST 7, 1956, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SAID PIKE, AS NOW LOCATED AT THE SOUTHWEST CORNER OF THE CHLOE CHANDLER LANE PROPERTY AS DESCRIBED IN DEED OF RECORD IN BOOK 2290, PAGE 389 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.; THENCE WITH THENCE HER WEST LINE NORTH 11 DEG. 29' WEST 169.5 FEET TO A POINT; BEING THE EAST CORNER OF THE LOT; THENCE SOUTH 88 DEG. 45' 36 FEET TO A POINT; THENCE SOUTHERLY 175 FEET, MORE OR LESS, TO THE CENTER LINE OF LEBANON PIKE AS NOW LOCATED; THENCE WITH THE CENTER LINE OF SAME, NORTH 79 DEG. EAST 36 FEET TO THE POINT OF BEGINNING.

MAP/PARCEL: 19602007100
2832A LEBANON PIKE, NASHVILLE, TN 37214

LAND LYING AND BEING LOCATED IN DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

A TRACT OF LAND IN THE 3RD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTHWEST CORNER OF THE L. W. LANE TRACT AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER OF LEBANON PIKE, SAID POINT BEING THE COMMON CORNER OF THE L. W. LANE AND THE CHLOE CHANDLER LANE TRACTS; THENCE NORTH 6 DEGREES 30' WEST WITH L. W. LANE'S, WEST BOUNDARY 170.3 FEET TO AN IRON PIN; THENCE SOUTH 28 DEGREES 15' EAST 159.5 FEET TO A POINT ON THE CENTER OF LEBANON PIKE; THENCE SOUTH 57 DEGREES 40' WEST WITH THE CENTER OF SAID PIKE 70.9 FEET TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES, MORE OR LESS.

PARCEL II:

BEING A SMALL TRACT IN THE THIRD, FORMERLY THE SECOND CIVIL DISTRICT OF SAID COUNTY AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF LEBANON PIKE AT THE SOUTHEAST CORNER OF A TRACT OF 0.7 ACRES CONVEYED TO JACK SMITH AND WIFE, BY DEED FROM W. I. PHILPOT AND WIFE, OF RECORD IN BOOK 638, PAGE 712, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH SMITH'S LINE AS FOLLOWS: NORTH 1-5/8 DEGREES WEST 2.25 CHAINS TO A POST, SOUTH 88-1/4 DEGREES WEST 2.69 CHAINS TO A STONE, SMITH'S NORTHWEST CORNER, THENCE NORTH 2-1/2 DEGREES EAST 722 FEET TO THE SOUTH LINE OF A TRACT OF LAND FORMERLY OWNED BY W. I. PHILPOT; THENCE WITH SAID PHILPOT'S SOUTH LINE NORTH 80 DEGREES EAST 190 FEET MORE OR LESS TO A GATE POST, NORTHWEST CORNER OF A TRACT OF 8 ACRES CONVEYED TO L. W. LANE, ET AL OF RECORD IN BOOK 633, PAGE 318, SAID REGISTER'S OFFICE; THENCE WITH LANE'S WEST LINE, SOUTH 6 1/2 DEGREES EAST 875 FEET MORE OR LESS TO THE CENTER OF THE

LEBANON PIKE; THENCE WITH THE CENTER OF SAME SOUTH 69-3/4 DEGREES WEST 100 FEET TO THE POINT OF BEGINNING CONTAINING 3 ACRES MORE OR LESS.

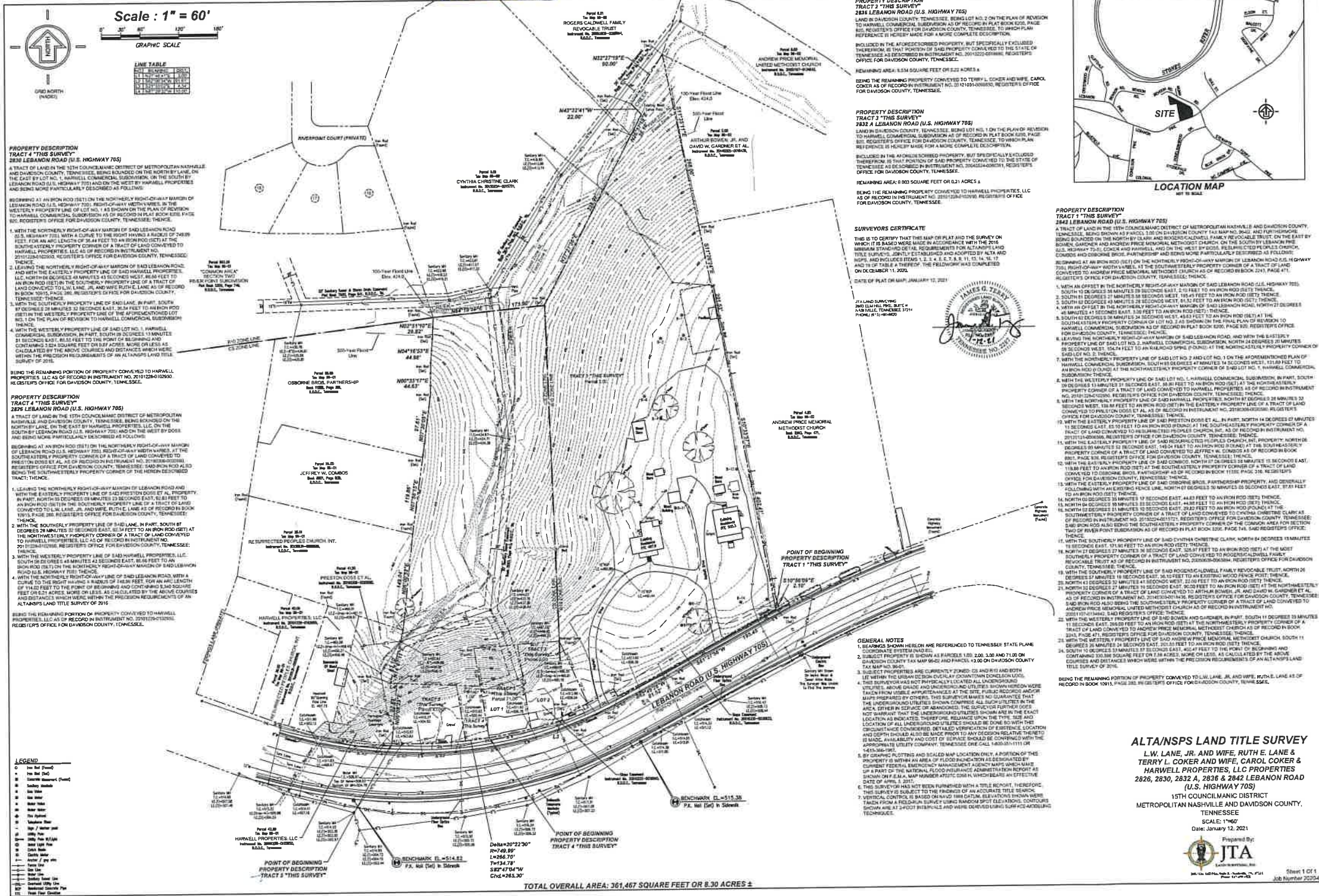
INCLUDED IN THE ABOVE DESCRIPTION BUT SPECIFICALLY EXCLUDED:

A TRACT OF LAND IN THE 3RD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE NORTHERLY PORTION OF THE CHLOE CHANDLER LANE TRACT AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE COMMON BOUNDARY BETWEEN THE CHLOE CHANDLER LANE AND THE L. W. LANE TRACTS, SAID POINT BEING NORTH 6 DEGREES 30' WEST 170.3 FEET FROM A POINT ON THE CENTER OF LEBANON PIKE, IT BEING A COMMON CORNER OF THE ABOVE MENTIONED TRACTS; THENCE SOUTH 83 DEGREES WEST 132 FEET TO AN IRON PIN; THENCE SOUTH 14 DEGREES 50' WEST 33 FEET TO AN IRON PIN ON THE SOUTH BOUNDARY OF THE CHLOE CHANDLER LANE TRACT; THENCE SOUTH 88 DEGREES 15' WEST WITH THE SAID SOUTH BOUNDARY 127 FEET TO THE SOUTHWEST CORNER OF THE CHLOE CHANDLER LANE TRACT; THENCE NORTH 2 DEGREES 30' EAST WITH THE CHLOE CHANDLER LANE WEST BOUNDARY 722 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 80 DEGREES EAST WITH THE NORTH BOUNDARY OF THE CHLOE CHANDLER LANE TRACT 190 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 6 DEGREES 30' EAST WITH THE COMMON BOUNDARY OF THE CHLOE CHANDLER LANE AND THE L. W. LANE TRACTS 704.7 FEET TO THE POINT OF BEGINNING, CONTAINING 3.70 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY DEED FROM TO HARWELL PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 20211112-0151008, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

EXHIBIT A-1 & A-2
COMBINED



This Instrument prepared by:

Tune, Entrekin & White, P.C. (TCW)
500 11th Ave., N., Suite 600
Nashville, TN 37203

TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS FOR BOWEN HOUSE

This Termination of Declaration of Restrictive Covenants for Bowen House (this "Termination Instrument") is made and effective as of the date set forth herein below (the "Effective Date") by **Bowen House Ventures, LLC** ("Declarant"), a Tennessee limited liability company, and the Planning Department of the Metropolitan Government of Nashville and Davidson County ("Metro").

Recitals

WHEREAS, there has been previously established and recorded a Declaration of Restrictive Covenants for Bowen House (the "Declaration") of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20211109-0149450 on November 9, 2021; and

WHEREAS, the "Development Property" subject to this Termination Instrument is the Development Property identified and further described in the Declaration; and

WHEREAS, subsequent to the recording of the Declaration, the development plans for the Development Property changed and a new Specific Plan Zoning Ordinance concerning the property was enacted; and

WHEREAS, the Declarant and Metro desire to terminate the Declaration in its entirety.

Termination

NOW, THEREFORE, for and in consideration of the foregoing premises, the undersigned Declarant and Metro, being so authorized, do hereby take the following action:

The undersigned Declarant and Metro, do hereby terminate the Declaration, and any amendment or supplement thereto, if any, in their entirety.

[*Notarized Signatures on Next Pages*]

IN WITNESS WHEREOF, the undersigned has caused this Termination Instrument to be duly executed, effective as of the date set forth below.

DECLARANT:

**Bowen House Ventures, LLC,
a Tennessee limited liability company**

By: _____

Print
Name: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ ("Officer") of Bowen House Ventures, LLC, a Tennessee limited liability company (the "Entity"), the bargainor, and that he/she as such officer or agent, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Entity by him/herself as such Officer.

Witness my hand and seal the _____ day of _____, 20_____.

Notary Public

My Commission Expires: ____ / ____ / ____

IN WITNESS WHEREOF, the undersigned has caused this Termination Instrument to be duly executed, effective as of the date set forth below.

METRO:

**Planning Department of the Metropolitan Government of
Nashville and Davidson County**

By: _____

Print
Name: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ ("Officer") of the Planning Department of the Metropolitan Government of Nashville and Davidson County (the "Entity"), the bargainor, and that he/she as such officer or agent, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Entity by him/herself as such Officer.

Witness my hand and seal the _____ day of _____, 20_____.

Notary Public

My Commission Expires: ____ / ____ / ____

Box 36

③

This document was prepared by:

Tune, Entrekin & White, P.C. (TCW)
500 11th Ave., N., Suite 600
Nashville, TN 37203

Karen Johnson Davidson County
Batch# 754031 **REST**
11/12/2021 02:07:08 PM 11 pgs
Fees: \$57.00 Taxes: \$0.00



20211112-0151009

**DECLARATION OF RESTRICTIVE COVENANTS
FOR
2830 DONELSON**

This Declaration of Covenants, Conditions, and Restrictions for 2830 Donelson is made as of the date set forth on the signature page hereto by **Regent Homes, LLC**, a Tennessee limited liability company ("Declarant"), being the owner of the Development Property (defined below), for the benefit of all persons or entities, presently owning or hereafter acquiring any of the Development Property (each, an "Owner") and the Planning Department of the Metropolitan Government of Nashville and Davidson County ("Metro").

RECITALS

WHEREAS, Declarant, being the owner and legal title holder of certain real property in Nashville, Davidson County, Tennessee (the "Development Property"), as more particularly described on **Exhibit A-1** and further illustrated on **Exhibit A-2**, both of which are attached hereto, desires to develop the Development Property into a multifamily, live/work community; and

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and character of the Development Property and to provide for certain architectural, design, and building material standards in furtherance thereof; and

NOW, THEREFORE, for the purposes set forth herein above Declarant, as legal title holder of the Development Property, declares as follows:

RESTRICTIONS

1. **Purpose of Declaration.** This Declaration is executed: (a) in furtherance of a specific plan for the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of the Development Property; and (c) to provide for certain architectural, design, and building material standards for the Development Property.

2. **General.** The construction or installation of Improvements upon Development Property shall comply with all Notes on any Plat or Site Plan approved by Metro for the development and construction of improvements upon the Development Property; shall comply with all requirements set forth on the overall development plan for the Development Property, as may be amended from time to time; and shall comply with all other applicable laws, ordinances, and regulations of Metro and all governmental agencies with jurisdiction over the Development Property.

3. **Owners Association.** There has been or will be formed an association having the name "**2830 Donelson Owners' Association, Inc.**" a Tennessee non-profit corporation (the "Association"), which shall be the governing body for all Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation, and care of the Development Property. The Articles of Incorporation for the Association are attached hereto as **Exhibit B**. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by

the Association shall be for the sole benefit of Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners.

a. Each Owner shall be a "Member" of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. An Owner's membership in the Association shall automatically terminate when such person ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall succeed simultaneously to the former Owner's membership in the Association.

b. The affairs of the Association shall be managed by the Board, which shall consist of three (3) Directors. The Board shall be elected and serve in accordance with the provisions of the By-Laws. The By-Laws for the Association shall be the By-Laws attached hereto as **Exhibit C**. The Board shall have full authority to make all decisions and take all actions on behalf of the Association.

4. **Lease.** Notwithstanding the following provisions concerning leasing, it is the of the Declarant that the Units to comprise the Development Property be for sale products. Subject to all applicable Federal, State, or local laws, any lease of a residential Unit to comprise the Development Property shall be subject to the restrictions set forth in this Section.

a. No Owner within the Development Property shall own more than three (3) units. All leases shall be in writing, and no lease shall be for a term of less than six (6) months.

b. The Board of the Association shall approve all leases and any renewal thereof. If an Owner desires to lease a Unit, a copy of the proposed (final version) of the lease shall be delivered to the Board for review and written approval to be issued before the lease may be effective. Any purported lease signed by a Unit Owner and prospective tenant before the issuance of approval by the Board shall be void and of no force or effect. Following Board approval, within ten (10) days of the full execution of any lease or amendment thereto or extension or renewal thereof, the Owner of the Unit that is the subject thereof must deliver a copy of the same to the Board or the managing agent of the Association.

c. The Association shall have the right to implement a system and procedures for the administration, tracking, oversight, and management of rentals within the Development Property, and all cost of such system and procedures will be assessed equally against the Owners who lease their Unit.

d. The lessee under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration. Failure to comply with this Declaration shall be a default under each such lease.

e. The restrictions set forth in this Section shall not apply to the initial builder of the Units to comprise the Development Property.

f. The restrictions set forth in this Section shall not be deemed to prohibit Mortgagee who takes title to a unit pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the unit. Further, certain exceptions to these leasing restrictions may be made in writing by the Board of the Association for exceptional circumstances, such as a military deployment, employment relocation, or other similar circumstance beyond the control of the Owner of the Unit to be evidenced by supporting documentation to be submitted to the Board together with the requested exception to these leasing restrictions sought by such Owner.

5. **Amendment.** The provisions of this Declaration shall not be changed, modified, or amended except by written and properly recorded instrument setting forth such change, modification, or amendment signed by the Declarant (or following the termination of Declarant status, the board of the association) and Metro or the heirs, successors and/or assigns of Declarant (or following the termination of Declarant status, the board of the association) and Metro.

6. **Duration.** The covenants and restrictions of this Declaration shall run with and bind title to the Development Property, shall be binding upon and inure to the benefit of Declarant (or following the termination of Declarant status, the board of the association) and Metro or the heirs, successors and/or assigns of Declarant (or following the termination of Declarant status, the board of the association) and Metro.

7. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States in office as of the date of the Recording of this Declaration.

8. **Governing Law.** This Declaration shall be construed, governed, and enforced under and in accordance with the laws of the State of Tennessee.

9. **Partial Invalidity.** Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

10. **Severability.** If any provision of this Declaration, the Governing Documents or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid; the validity of the remainder of this Declaration and the Governing Documents and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the Governing Documents shall be construed as if such invalid part was never included therein.

11. **Captions and Gender.** The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof. The use of the masculine gender in this Declaration and in the Governing Documents shall be deemed to include the feminine and neuter references, and the use of the singular shall be deemed to include the plural whenever the context so requires.

12. **Effective Date of Declaration.** The effective date of this Declaration shall be the date of its recording in the Register's Office for **Davidson County**, Tennessee.

[Signature on Next Page]

IN WITNESS WHEREOF, the undersigned, being the owner of the Development Property to be subject hereto, has caused this Declaration to be duly executed as of the date set forth below.

DECLARANT:

**Regent Homes, LLC,
a Tennessee limited liability company**

By: _____

Print

Name: David C. McGowan, Jr

Its: Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David C. McGowan Jr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Chief Manager ("Officer") of **Regent Homes, LLC**, the within named bargainor and that he/she as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing him/herself as such Officer.

Witness my hand and seal the 8th day of November, 2021.

Bobbie Cooper
Notary Public

My Commission Expires: _____



EXHIBIT A-1

TRACT I:

2842 (AKA 2840) LEBANON ROAD (U.S. HIGHWAY 70S)

A TRACT OF LAND IN THE 15TH COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, BEING SHOWN AS PARCEL 3.00 ON DAVIDSON COUNTY TAX MAP NO. 96-02, AND FURTHERMORE BEING BOUNDED ON THE NORTH BY CLARK AND ROGERS/CALDWELL FAMILY REVOCABLE TRUST, ON THE EAST BY BOWEN, GARDNER AND ANDREW PRICE MEMORIAL METHODIST CHURCH, ON THE SOUTH BY LEBANON PIKE(U.S. HIGHWAY 70-S), COKER AND HARWELL, AND ON THE WEST BY DOSS, RESURRECTED PEOPLES CHURCH, COMBOS AND OSBORNE BROS. PARTNERSHIP AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON ROD (SET) ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF LEBANON ROAD (US. HIGHWAY 70S), RIGHT-OF-WAY WIDTH VARIES, AT THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANDREW PRICE MEMORIAL METHODIST CHURCH AS OF RECORD IN BOOK 2243, PAGE 471, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

1. WITH AN OFFSET IN THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID LEBANON ROAD (U.S. HIGHWAY 70S), SOUTH 10 DEGREES 56 MINUTES 09 SECONDS EAST, 2.10 FEET TO AN IRON ROD (SET); THENCE,
2. SOUTH 61 DEGREES 27 MINUTES 58 SECONDS WEST, 195.45 FEET TO AN IRON ROD (SET); THENCE,
3. SOUTH 62 DEGREES 49 MINUTES 28 SECONDS WEST, 81.52 FEET TO AN IRON ROD (SET); THENCE,
4. WITH AN OFFSET IN THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID LEBANON ROAD, NORTH 27 DEGREES 46 MINUTES 41 SECONDS EAST, 3.00 FEET TO AN IRON ROD (SET); THENCE,
5. SOUTH 62 DEGREES 06 MINUTES 34 SECONDS WEST, 45.63 FEET TO AN IRON ROD (SET) AT THE SOUTHEASTERLY PROPERTY CORNER OF LOT NO. 2 AS SHOWN ON THE FINAL PLAN OF REVISION TO HARWELL COMMERCIAL SUBDIVISION AS OF RECORD IN PLAT BOOK 6200, PAGE 920, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
6. LEAVING THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID LEBANON ROAD, AND WITH THE EASTERLY PROPERTY LINE OF SAID LOT NO. 2, HARWELL COMMERCIAL SUBDIVISION, NORTH 24 DEGREES 20 MINUTES 06 SECONDS WEST, 104.74 FEET TO AN RAILROAD SPIKE (FOUND) AT THE NORTHEASTERLY PROPERTY CORNER OF SAID LOT NO. 2; THENCE,
7. WITH THE NORTHERLY PROPERTY LINE OF SAID LOT NO. 2 AND LOT NO. 1 ON THE AFOREMENTIONED PLAN OF HARWELL COMMERCIAL SUBDIVISION, SOUTH 85 DEGREES 47 MINUTES 14 SECONDS WEST, 131.69 FEET TO AN IRON ROD (FOUND) AT THE NORTHWESTERLY PROPERTY CORNER OF SAID LOT NO. 1, HARWELL COMMERCIAL SUBDIVISION; THENCE,
8. WITH THE WESTERLY PROPERTY LINE OF SAID LOT NO. 1, HARWELL COMMERCIAL SUBDIVISION, IN PART, SOUTH 09 DEGREES 13 MINUTES 51 SECONDS EAST, 58.80 FEET TO AN IRON ROD (SET) AT THE NORTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO HARWELL PROPERTIES AS OF RECORD IN

- INSTRUMENT NO. 20101228-0102950, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
9. WITH THE NORTHERLY PROPERTY LINE OF SAID HARWELL PROPERTIES, NORTH 87 DEGREES 28 MINUTES 32 SECONDS WEST, 138.88 FEET TO AN IRON ROD (SET) IN THE EASTERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO PRESTON DOSS ET AL. AS OF RECORD IN INSTRUMENT NO. 20190306-0020580, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 10. WITH THE EASTERLY PROPERTY LINE OF SAID PRESTON DOSS ET AL., IN PART, NORTH 14 DEGREES 07 MINUTES 11 SECONDS EAST, 83.10 FEET TO AN IRON ROD (FOUND) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO RESURRECTED PEOPLES CHURCH, INT. AS OF RECORD IN INSTRUMENT NO. 20120131-0008566, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 11. WITH THE EASTERLY PROPERTY LINE OF SAID RESURRECTED PEOPLES CHURCH, INT. PROPERTY, NORTH 06 DEGREES 00 MINUTES 52 SECONDS EAST, 149.04 FEET TO AN IRON ROD (FOUND) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO JEFFREY W. COMBOS AS OF RECORD IN BOOK 8901, PAGE 939, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 12. WITH THE EASTERLY PROPERTY LINE OF SAID COMBOS, NORTH 07 DEGREES 58 MINUTES 15 SECONDS EAST, 119.86 FEET TO AN IRON ROD (SET) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO OSBORNE BROS. PARTNERSHIP AS OF RECORD IN BOOK 11559, PAGE 316, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 13. WITH THE EASTERLY PROPERTY LINE OF SAID OSBORNE BROS. PARTNERSHIP PROPERTY, AND GENERALLY FOLLOWING WITH AN EXISTING FENCE LINE, NORTH 07 DEGREES 30 MINUTES 05 SECONDS EAST, 97.61 FEET TO AN IRON ROD (SET); THENCE,
 14. NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, 44.63 FEET TO AN IRON ROD (SET); THENCE,
 15. NORTH 04 DEGREES 16 MINUTES 53 SECONDS EAST, 44.98 FEET TO AN IRON ROD (SET); THENCE,
 16. NORTH 02 DEGREES 51 MINUTES 10 SECONDS EAST, 29.82 FEET TO AN IRON ROD (FOUND) AT THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO CYNTHIA CHRISTINE CLARK AS OF RECORD IN INSTRUMENT NO. 20150224-0015721, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID IRON ROD ALSO BEING THE SOUTHEASTERLY PROPERTY CORNER OF THE COMMON AREA FOR SECTION TWO OF RIVER POINT SUBDIVISION AS OF RECORD IN PLAT BOOK 5200, PAGE 749, SAID REGISTER'S OFFICE; THENCE,
 17. WITH THE SOUTHERLY PROPERTY LINE OF SAID CYNTHIA CHRISTINE CLARK, NORTH 84 DEGREES 19 MINUTES 19 SECONDS EAST, 171.90 FEET TO AN IRON ROD (SET); THENCE,
 18. NORTH 27 DEGREES 27 MINUTES 36 SECONDS EAST, 328.97 FEET TO AN IRON ROD (SET) AT THE MOST SOUTHERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ROGERS/CALDWELL FAMILY REVOCABLE TRUST AS OF RECORD IN INSTRUMENT NO. 20050609-0065894, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
 19. WITH THE SOUTHERLY PROPERTY LINE OF SAID ROGERS/CALDWELL FAMILY REVOCABLE TRUST, NORTH 26 DEGREES 57 MINUTES 19 SECONDS EAST, 36.10 FEET TO AN EXISTING WOOD FENCE POST; THENCE,
 20. NORTH 43 DEGREES 32 MINUTES 41 SECONDS WEST, 22.00 FEET TO AN IRON ROD (SET); THENCE,

21. NORTH 32 DEGREES 27 MINUTES 19 SECONDS EAST, 90.00 FEET TO AN IRON ROD (SET) AT THE NORTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ARTHUR BOWEN, JR. AND DAVID W. GARDNER ET AL. AS OF RECORD IN INSTRUMENT NO. 20140305-0018436, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID IRON ROD ALSO BEING THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANDREW PRICE MEMORIAL UNITED METHODIST CHURCH AS OF RECORD IN INSTRUMENT NO. 20051107-0134642, SAID REGISTER'S OFFICE; THENCE,
22. WITH THE WESTERLY PROPERTY LINE OF SAID BOWEN AND GARDNER, IN PART, SOUTH 11 DEGREES 35 MINUTES 11 SECONDS EAST, 268.00 FEET TO AN IRON ROD (SET) AT THE NORTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANDREW PRICE MEMORIAL METHODIST CHURCH AS OF RECORD IN BOOK 2243, PAGE 471, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,
23. WITH THE WESTERLY PROPERTY LINE OF SAID ANDREW PRICE MEMORIAL METHODIST CHURCH, SOUTH 11 DEGREES 26 MINUTES 24 SECONDS EAST, 201.53 FEET TO AN IRON ROD (SET); THENCE,
24. SOUTH 10 DEGREES 33 MINUTES 57 SECONDS EAST, 402.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 330,566 SQUARE FEET OR 7.59 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES WHICH WERE WITHIN THE PRECISION REQUIREMENTS OF AN ALTA/NSPS LAND TITLE SURVEY OF 2016.

BEING THE SAME PROPERTY CONVEYED TO REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY DEED FROM JUDITH LANE MIKESELL AND CAROL LANE HERRING, HEIRS OF L. W. LANE, JR. AND WIFE, RUTH E. LANE, DECEASED, OF RECORD IN INSTRUMENT NO. 20211108-0149154, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

TRACT II:

2836 LEBANON ROAD (U.S. HIGHWAY 70S)

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE PLAN OF REVISION TO HARWELL COMMERCIAL SUBDIVISION, AS OF RECORD IN PLAT BOOK 6200, PAGE 920, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

INCLUDED IN THE AFOREDESCRIBED PROPERTY BUT EXPRESSLY EXCLUDED THEREFROM IS THAT PORTION OF SAID PROPERTY CONVEYED TO THE STATE OF TENNESSEE AND MORE FULLY DESCRIBED IN INSTRUMENT NO. 20010222-0016690, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY DEED FROM TERRY L. COKER AND CAROL COKER, HUSBAND AND WIFE, OF RECORD IN INSTRUMENT NO. 20211112-0151007, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

MAP/PARCEL: 09601004200
2820 LEBANON PIKE, NASHVILLE, TN 37214

THIS IS UNIMPROVED PROPERTY SITUATED – LEBANON PIKE, NASHVILLE, TENN. A TRACT OF LAND IN THE VILLAGE OF MCWHIRTERSVILLE, IN THE 3RD, FORMERLY 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF THE LEBANON PIKE AT THE SOUTHEAST CORNER OF A LOT OWNED BY JORDAN HOCKETT; THENCE WITH HOCKETT'S EAST LINE, NORTHERLY 248 FEET TO E. E. FULGHUM'S SOUTHERLY LINE, THENCE EASTERLY WITH FULGHUM'S SOUTH LINE, 50 FEET; THENCE IN A SOUTHERLY DIRECTION, 248 FEET TO THE CENTER OF THE LEBANON PIKE; THENCE WESTERLY WITH THE CENTER OF SAID PIKE, 67 ½ FEET TO THE BEGINNING.

MAP/PARCEL: 09601004200
2820 LEBANON PIKE, NASHVILLE, TN 37214

LAND IN THE THIRD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY J. R. WAUFORD & COMPANY, ENGINEERS, DATED MARCH 29, 1958, AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF LEBANON ROAD AT THE SOUTHWEST CORNER OF THE J. A. THORN PROPERTY; THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERLY MARGIN OF SAID LEBANON ROAD, 79.2 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION 15 FEET TO A POINT; THENCE IN A WESTERLY DIRECTION 22 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION 56.8 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF THE HOCKETT PROPERTY; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY MARGIN OF THE HOCKETT PROPERTY, 98 FEET TO AN IRON PIN IN A FENCE ROW, SAID POINT BEING LOCATED IN THE WESTERLY LINE OF THE J. A. THORNE PROPERTY; THENCE IN A SOUTHERLY DIRECTION, 78 FEET TO THE POINT OF BEGINNING, CONTAINING 1/2 ACRES, MORE OR LESS.

MAP/PARCEL: 09601004300
2826 LEBANON PIKE, NASHVILLE, TN 37214

A TRACT OF LAND IN THE 3RD, FORMERLY THE 2ND CIVIL DISTRICT, OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED PARTLY ACCORDING TO A COPY OF A SURVEY THEREOF, MADE AUGUST 7, 1956, BY T. R. SANFORD, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF NEW LEBANON PIKE, AS NOW LOCATED AT THE SOUTHWEST CORNER OF THE LOT THAT WAS CONVEYED TO CHARES R. DAVIS, ET AL BY DEED FROM WALTER E. BELCHER AND WIFE, OF RECORD IN BOOK 2703, PAGE 275, REGISTER'S OFFICE FOR SAID COUNTY; THENCE ALONG DAVIS WEST LINE NORTHERLY 175 FEET MORE OR LESS TO A POINT, DAVIS NORTHWEST CORNER; THENCE SOUTH 88 DEG. 45' WEST 94.5 FEET MORE OR LESS TO A POINT; DAVIS NORTHWEST CORNER; THENCE SOUTH 88 DEG. 45' WEST 94.5 FEET MORE OR LESS TO A POINT; THENCE SOUTH 2 DEG. 38' WEST 188 FEET TO THE CENTER LINE OF SAID LEBANON ROAD, THENCE WITH THE CENTER LINE OF THE SAME NORTH 83 DEG. 15' EAST 110.9 FEET; NORTH 79 DEG. EAST 30.4 FEET TO THE POINT OF BEGINNING.

MAP/PARCEL: 09602000100
2830 LEBANON PIKE, NASHVILLE, TN 37214

THIS IS IMPROVED PROPERTY SITUATED 2830 LEBANON ROAD, NASHVILLE, TENNESSEE. LAND IN THE 3RD CIVIL DISTRICT OF SAID COUNTY, LYING ON THE NORTH SIDE OF THE NEW LEBANON PIKE, DESCRIBED PARTLY ACCORDING TO A SURVEY THEREOF BY T. R. SANFORD, SURVEYOR, AUGUST 7, 1956, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SAID PIKE, AS NOW LOCATED AT THE SOUTHWEST CORNER OF THE CHLOE CHANDLER LANE PROPERTY AS DESCRIBED IN DEED OF RECORD IN BOOK 2290, PAGE 389 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.; THENCE WITH THENCE HER WEST LINE NORTH 11 DEG. 29' WEST 169.5 FEET TO A POINT; BEING THE EAST CORNER OF THE LOT; THENCE SOUTH 88 DEG. 45' 36 FEET TO A POINT; THENCE SOUTHERLY 175 FEET, MORE OR LESS, TO THE CENTER LINE OF LEBANON PIKE AS NOW LOCATED; THENCE WITH THE CENTER LINE OF SAME, NORTH 79 DEG. EAST 36 FEET TO THE POINT OF BEGINNING.

MAP/PARCEL: 19602007100
2832A LEBANON PIKE, NASHVILLE, TN 37214

LAND LYING AND BEING LOCATED IN DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

A TRACT OF LAND IN THE 3RD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTHWEST CORNER OF THE L. W. LANE TRACT AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER OF LEBANON PIKE, SAID POINT BEING THE COMMON CORNER OF THE L. W. LANE AND THE CHLOE CHANDLER LANE TRACTS; THENCE NORTH 6 DEGREES 30' WEST WITH L. W. LANE'S, WEST BOUNDARY 170.3 FEET TO AN IRON PIN; THENCE SOUTH 28 DEGREES 15' EAST 159.5 FEET TO A POINT ON THE CENTER OF LEBANON PIKE; THENCE SOUTH 57 DEGREES 40' WEST WITH THE CENTER OF SAID PIKE 70.9 FEET TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES, MORE OR LESS.

PARCEL II:

BEING A SMALL TRACT IN THE THIRD, FORMERLY THE SECOND CIVIL DISTRICT OF SAID COUNTY AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF LEBANON PIKE AT THE SOUTHEAST CORNER OF A TRACT OF 0.7 ACRES CONVEYED TO JACK SMITH AND WIFE, BY DEED FROM W. I. PHILPOT AND WIFE, OF RECORD IN BOOK 638, PAGE 712, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH SMITH'S LINE AS FOLLOWS: NORTH 1-5/8 DEGREES WEST 2.25 CHAINS TO A POST, SOUTH 88-1/4 DEGREES WEST 2.69 CHAINS TO A STONE, SMITH'S NORTHWEST CORNER, THENCE NORTH 2-1/2 DEGREES EAST 722 FEET TO THE SOUTH LINE OF A TRACT OF LAND FORMERLY OWNED BY W. I. PHILPOT; THENCE WITH SAID PHILPOT'S SOUTH LINE NORTH 80 DEGREES EAST 190 FEET MORE OR LESS TO A GATE POST, NORTHWEST CORNER OF A TRACT OF 8 ACRES CONVEYED TO L. W. LANE, ET AL OF RECORD IN BOOK 633, PAGE 318, SAID REGISTER'S OFFICE; THENCE WITH LANE'S WEST LINE, SOUTH 6 1/2 DEGREES EAST 875 FEET MORE OR LESS TO THE CENTER OF THE

LEBANON PIKE; THENCE WITH THE CENTER OF SAME SOUTH 69-3/4 DEGREES WEST 100 FEET TO THE POINT OF BEGINNING CONTAINING 3 ACRES MORE OR LESS.

INCLUDED IN THE ABOVE DESCRIPTION BUT SPECIFICALLY EXCLUDED:

A TRACT OF LAND IN THE 3RD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE NORTHERLY PORTION OF THE CHLOE CHANDLER LANE TRACT AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE COMMON BOUNDARY BETWEEN THE CHLOE CHANDLER LANE AND THE L. W. LANE TRACTS, SAID POINT BEING NORTH 6 DEGREES 30' WEST 170.3 FEET FROM A POINT ON THE CENTER OF LEBANON PIKE, IT BEING A COMMON CORNER OF THE ABOVE MENTIONED TRACTS; THENCE SOUTH 83 DEGREES WEST 132 FEET TO AN IRON PIN; THENCE SOUTH 14 DEGREES 50' WEST 33 FEET TO AN IRON PIN ON THE SOUTH BOUNDARY OF THE CHLOE CHANDLER LANE TRACT; THENCE SOUTH 88 DEGREES 15' WEST WITH THE SAID SOUTH BOUNDARY 127 FEET TO THE SOUTHWEST CORNER OF THE CHLOE CHANDLER LANE TRACT; THENCE NORTH 2 DEGREES 30' EAST WITH THE CHLOE CHANDLER LANE WEST BOUNDARY 722 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 80 DEGREES EAST WITH THE NORTH BOUNDARY OF THE CHLOE CHANDLER LANE TRACT 190 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 6 DEGREES 30' EAST WITH THE COMMON BOUNDARY OF THE CHLOE CHANDLER LANE AND THE L. W. LANE TRACTS 704.7 FEET TO THE POINT OF BEGINNING, CONTAINING 3.70 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY DEED FROM TO HARWELL PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 20211112-0151008, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

Flow Use
E3.4B.4



15TH COUNCILMANIC DISTRICT
METROPOLITAN NASHVILLE AND DAVIDSON COUNTY,
TENNESSEE

Date: January 12, 2021

ITA

208 J. Am. Coll. Educ. Study B. • Philadelphia, 1994

This Instrument prepared by:

Tune, Entrekin & White, P.C. (TCW)
500 11th Ave., N., Suite 600
Nashville, TN 37203

TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS FOR 2830 DONELSON

This Termination of Declaration of Restrictive Covenants for 2830 Donelson (this "Termination Instrument") is made and effective as of the date set forth herein below (the "Effective Date") by **Regent Homes, LLC** ("Declarant"), a Tennessee limited liability company, and the Planning Department of the Metropolitan Government of Nashville and Davidson County ("Metro").

Recitals

WHEREAS, there has been previously established and recorded a Declaration of Restrictive Covenants for 2830 Donelson (the "Declaration") of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20211112-0151009 on November 12, 2021; and

WHEREAS, the "Development Property" subject to this Termination Instrument is the Development Property identified and further described in the Declaration; and

WHEREAS, subsequent to the recording of the Declaration, the development plans for the Development Property changed and a new Specific Plan Zoning Ordinance concerning the property was enacted; and

WHEREAS, the Declarant and Metro desire to terminate the Declaration in its entirety.

Termination

NOW, THEREFORE, for and in consideration of the foregoing premises, the undersigned Declarant and Metro, being so authorized, do hereby take the following action:

The undersigned Declarant and Metro, do hereby terminate the Declaration, and any amendment or supplement thereto, if any, in their entirety.

[*Notarized Signatures on Next Pages*]

IN WITNESS WHEREOF, the undersigned has caused this Termination Instrument to be duly executed, effective as of the date set forth below.

DECLARANT:

**Regent Homes, LLC,
a Tennessee limited liability company**

By: _____

Print
Name: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ ("Officer") of Regent Homes, LLC, a Tennessee limited liability company (the "Entity"), the bargainor, and that he/she as such officer or agent, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Entity by him/herself as such Officer.

Witness my hand and seal the _____ day of _____, 20_____.

Notary Public

My Commission Expires: ____ / ____ / ____

IN WITNESS WHEREOF, the undersigned has caused this Termination Instrument to be duly executed, effective as of the date set forth below.

METRO:

**Planning Department of the Metropolitan Government of
Nashville and Davidson County**

By: _____

Print
Name: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ ("Officer") of the Planning Department of the Metropolitan Government of Nashville and Davidson County (the "Entity"), the bargainor, and that he/she as such officer or agent, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Entity by him/herself as such Officer.

Witness my hand and seal the _____ day of _____, 20_____.

Notary Public

My Commission Expires: ____ / ____ / ____