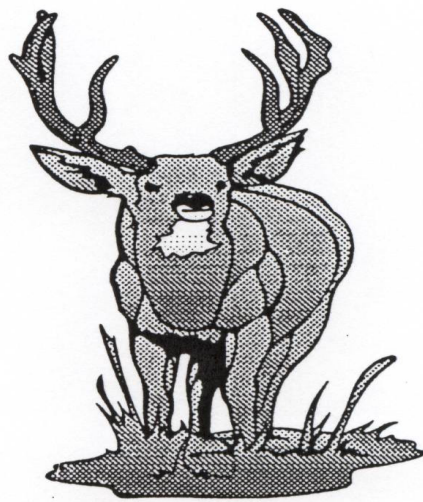


# Bavarian Village



Residents Information

## **BAVARIAN VILLAGE FACTS**

The community has 8.6+ acres. There are 76 units in fourteen buildings plus the clubhouse. The Master Deed and By Laws were written in 1973. A Leasing Restriction Amendment was passed as of January 11, 2023.

### **Most Frequent Violations by Residents**

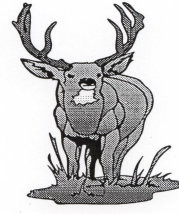
“Stuff in carports” – tires, paint, tools, brooms, mops, card tables, pet supplies, car mats, hoses, lumber etc. This gives the village a littered unsightly look and affects property values. CLEAN UP!! There is a reason there are patios and storage units!

Dogs off the leash and not cleaning up “dog waste. Yes, it is supposed to be picked up. This is still the #1 complaint at Bavarian Village.

Littering all kinds, but especially cigarette butts –they are NOT biodegradable and tossing beer cans and bottles on the grounds.

Window treatments should be consistent and the Rules state they should be white.

# Residents Information



## Dear Homeowner / or Resident

The following information will serve as information about our community. Your attention is directed to the enclosed rules and Regulations. They were enacted with the Master Deed and as safeguards to improve the well being of the village. Observance of the rules by all residents is necessary to safeguard property values of Bavarian Village and your property.

## Useful Germantown Telephone Numbers

MEDICAL /POLICE/FIRE EMERGENCY DIAL	911
Police Department	Germantown 754-7222
Fire Department	Germantown 757-7268
Mayor's Action Help Line	Germantown 757-7200
Trash Pick Up-Environmental/Services /Germantown	757-7200
Library 1935 Exeter	757-7323
The Great Hall Event and Planning Center	751-7661
Germantown Athletic Club 1801 Exeter	757-7370
Post Office 7776 Farmington	754-9135
MLG&W (For burst water line)	528-4270

Household Hazardous Waste 6305 Haley Road Shelby Farms  
(Open Tues. & Sat. 8:30-1:00 PM)

Management Company Faith Management & Realty Group, LLC 754-2690  
9030 S. Corporate Edge Dr. Suite 205, Germantown, TN 38138

Drop Box for fees Bavarian Village Clubhouse  
1960 Rhineland Dr., Germantown, TN 38138

\*Association Insurance Carrier: James A. Rothberg & Associates

\*Termite Contract: James Pest Management

\*Please report insurance claims or termite problems to the management company.

## Bavarian Village

## General Information

1. Trash pick-up is done on a unit-by-unit basis. You are responsible for obtaining your own trash container. The preferred color is green, brown or black plastic and it must have a lid that can be secured. Trash pick-up is on Monday for regular and recycled materials. The service is provided by the City of Germantown but is contracted to a waste management company. To report any problems or ask for a special pickup call Germantown Environmental Services 757-7200.
2. Maintenance problems should be reported to the management company. A workorder may be completed on your homeowner portal.
3. Please contact the management company if you would like to be added to the agenda for the regular monthly Board of Directors meeting. Board meetings are the 4<sup>th</sup> Tuesday of each month unless a cancellation notice is sent.
4. The annual meeting of the Homeowners is held in the second Monday in February each year in the Bavarian Village Clubhouse. Notices and proxies are mailed to registered owners in advance.
5. Residents should have and be familiar with the By-Laws for the Administration of the Bavarian Village Condominiums in the Master Deed. These documents should be available from the closing attorney at the time of purchase. An abbreviated version of the Rules and Regulations is included.
6. Please review the Rules and Regulations for Bavarian Village with all residents, family members, visiting guests and renters. The owners are responsible for any infractions.
7. The termite protection contract is carried by the James Pest Management. Should you detect an infestation, please report it to the management company.
8. Watering in many areas is done on an individual basis. We encourage residents to assist us by watering to ensure that the lawns and plants stay healthy. We can provide hoses and sprinklers for the common grounds where there is no irrigation.
9. Anyone purchasing **before** January 11, 2023 may lease their condominium for a period of not less than 12 months. If you meet the criteria to lease your unit, it must be rented for a period of no less than one year. The Master Deed contains sections that govern the leasing of a Homeowner's unit. Adherence to these provisions will prevent any violations and subsequent fines. You must provide the Management Company the name and phone number of your current tenant and property manager. Make sure the tenant is aware of The Rules and Regulations, and the fines that will be levied against you, as a Homeowner should violations occur. The Management Company will provide a copy of this document to the tenant upon request. For those purchasing after January 11, 2023, the owner of record must occupy the property. (See Third Amendment of the Master Deed)
10. The storage of abandoned unlicensed, operable or inoperable vehicles on the property is prohibited by the Master Deed and By-Laws. As a rule, vehicle maintenance is prohibited in unit carports and in common areas. That said, Homeowners may accomplish simple vehicle servicing, light repairs, etc.; however, such servicing and repairs must be completed on the same day servicing began. These may not exceed one (1) day each calendar month. Exceptions may be granted by the Board on a case-by-case basis.

- 11 As members of the Homeowner's association each Homeowner, their family members, visiting guests and tenants must abide by the Master Deed. Violations will result in a letter giving the Homeowner seven (7) days to correct the problem. Failure to correct the problem will result in a second letter and a \$50.00 fine per violation. A \$50.00 additional fine will be levied every two weeks until the problem or violation is corrected.
12. The main circuit breaker in your unit is located in the patio storage room closest to the carport on the wall common to the carport. In some units it may be located in the closet containing the furnace. In an emergency, shut all the circuit breakers off.
13. The water cut off valve is in the wall of the patio storage unit closest to the back door. It may be somewhat hidden by the water heater. The Board recommends that you check valve operation to ensure that it is mobile. Turn the valve until it stops, and then open a faucet. A small amount of water will drain out before it stops completely. If there is a problem, call the management company.
14. Well lighted streets are a crime deterrent. Garage and patio lighting can reduce opportunity of an individual stealing in the complex. We encourage residents to leave their carport lights on or install a sensor light.

### **Monthly Maintenance Fees**

The current maintenance fees are due on the first of the month. Checks should be made payable to Bavarian Village and mailed to the management company or put in the clubhouse drop box. The following lists expenses incurred if fees are not paid on time.

Homeowners may access their account ledger on their AppFolio portal. Payments are due monthly on the 1<sup>st</sup>.

After 10 days	A late fee \$20.00 is added to your account.
45	A lien is filed.
60	A civil suit will be filed.
90	Foreclosure proceedings will be considered by the Board of Directors

Statements are not mailed. We strongly recommend signing up for autopay through the management company software to ensure timely process of payment. Delayed mail will not excuse late payments. If homeowner's non-payment results in legal action, the Homeowner pays all attorneys' fee and legal expense in the collection process. Foreclosure proceedings can add more than \$3,500 to the amount due.

## RULES AND REGULATIONS

The following rules and regulations have been adopted by the Bavarian Village Association for the safety and welfare of everyone. Please make sure family members, guests and renters are familiar with all of the rules. It is the responsibility of homeowners to report any violation of these rules to the current management company. (Faith Management, 754-2690)

1. All units are restricted to residential dwellings and residential use for the convenience and enjoyment of the inhabitants of Bavarian Village.
2. Premises may not be used in any way for any purpose that may endanger the health, safety or welfare of any condominium resident or unit.
3. The owner of record must occupy the property if purchased after January 11, 2023 as the No Leasing Amendment applies. For owners purchasing before January 11, 2023, no condominium shall be leased for transit or hotel purposes and shall not be leased for a single period of less than twelve (12) months. A copy of the signed lease agreement must be on file with current management company. No portion of any condominium other than the entire unit shall be leased for any period.
4. A duplication of rights cannot be allowed. If a homeowner rents the unit, unless otherwise stated in the lease agreement, the homeowner forfeits his/her rights to use the amenities of the community. Either homeowner or tenant has the rights, not both.
5. The sidewalks and entrances to the condominium shall not be obstructed.
6. No bicycles, scooters, baby strollers, toys or other personal articles shall be left on the common grounds.
7. Exercise caution and obey all traffic signs when driving on the property. The maximum speed limit is 15 mph.
8. Homeowners and tenants should be aware of limited parking spaces for visitors. Residents should make every effort to park in their carports. No parking is permitted by fire hydrants, in posted fire lanes or in roadways behind carports for any reason. Visitors are subject to ticketing by the Germantown police and/or towed away at owner's expense.
9. No soliciting or trespassing is permitted. Signs are posted.
10. The use of firearms and fireworks are prohibited within the community.
11. All homeowners, family members and guests shall obey pool and tennis court rules. Only homeowners and named lessees may invite guests to use the pool or tennis court.
12. No ventilators, fans, air conditioning devices or burglar alarms shall protrude from or be seen from the exterior of any unit.
13. All fireplaces that are used must be cleaned and inspected annually by a professional chimney sweep. This is a safety requirement. Homeowner will be liable for any and all damages resulting from an uninspected fireplace. Abby Road (452-1984) is able to provide this service.
14. No homeowner, family members, guests or their animals shall make or permit any prolonged noises that will disturb or annoy the occupants of any condominium or do or permit anything that will interfere with the rights, comforts or conveniences of other homeowners.
15. No animals, livestock or poultry of any kind shall be raised, bred, kept (killed or eaten) in or around any unit. Only domestic dogs, cats or other domestic household pets may be kept in units. They are not to be bred or maintained for any commercial purpose. Patio will not be used as a permanent housing area for household pets.

16. In compliance with Germantown city ordinance Code 1986, Section 5: no animals shall be permitted to roam at large in the community, nor shall they be permitted on any of the common grounds unless carried or on a leash. Regarding such animal and its unacceptable behavior toward the community (whether due to noise or other obnoxious behavior), the owner is responsible for seeing that the unacceptable behavior stops. Owner of any animal shall remove their pet's waste immediately on the common ground. Each residence is limited to a total of three (3) pets per household. In addition, homeowner shall indemnify the Association and hold it harmless against the loss or liability of any kind or character whatsoever arising from such an animal.
17. Carports must be kept in a clean and orderly manner. Carports may not be used as a storage area and may not contain anything other than motorized vehicles, bicycles, neatly stacked firewood, potted flowers or plants and trash containers with secured lids. Green, brown or black trash containers are recommended. No violation will be given for equipment or device stored in carport for the aid of a disabled person.
18. All clotheslines, equipment or storage items shall be confined to patio or storage sheds.
19. No clothing, swimming attire, bedding, curtains, towels or rugs shall be hung on the exterior of any condominium. This includes fences and balconies.
20. Only brown, bronze, aluminum or cream windows may be used in the community. Neutral colors are strongly recommended for future window replacement. White or off-white is the only approved color for window and glass door treatments as seen from the exterior of the unit. Treatments found to be inconsistent with the general appearance of the community must be corrected.
21. All motorized vehicles parked in paved parking areas must be licensed and operable. No motor homes, house trailers, golf carts, pleasure or fishing boats, commercial trucks, utility trailers or unsightly vehicles can be parked on the common grounds.
22. All vehicles such as automobiles, motorcycles and bicycles shall be operated on paved surfaces only. These vehicles will not be operated or parked on the grass areas.
23. Except in emergencies, automobile or motorcycle repairs will not be made on the common or limited common grounds. Any vehicle left over seven (7) days is subject to a violation or fine.
24. Spilling or leaking oil, paint or any other substance that will discolor or damage the streets and exterior of the building is prohibited.
25. When necessary, a single "FOR SALE" or "FOR RENT" sign posted in a ground floor window and back gate or fence may be displayed. The sign shall not be larger than 5 sq. ft. No other signs, notices or advertisements shall be permitted.
26. Personal satellite dishes are allowed but cannot be placed on the roof or building.

All rules must be followed by all homeowners, their family members, guests and/or tenants without regard to status of or affiliation to any Board member. Pending notification of violation fine will be levied against homeowner should violation occur.

Penalties are as follows:

1. First offense: Written notification of the offense and a seven (7) day period in which to correct the problem with a notice of subsequent fine should the homeowner not comply.
2. Second offense: Written notification of the fine that has been levied against and a thirty (30) day restriction of privileges. A \$50 fine per incidence is levied. A \$100 fine every fourteen (14) days thereafter will be levied until problem is corrected.

## **Bavarian Village Pool & Tennis Court Rules**

### **SWIMMING POOL RULES**

1. Only two guest per household are to accompany the Homeowner or Lessee.  
Only the owner or named lessee may invite guests.
2. No reservations can be made for the pool.
3. No glass containers or food is permitted in the pool area.
4. Proper swimming attire is to be worn.
5. No running or horseplay in the pool area.
6. No one under the age of 12 is permitted in the pool area unless accompanied by an adult.
7. No pets of any kind are permitted in the pool area.
8. No tricycles, bicycles or wheels of any kind are permitted in the pool area.
9. No jumping or diving into the pool.
10. Pool hours are from 9: 00 a. m. until 10: 00 p. m.

### **TENNIS COURT RULES**

1. Only two guests per household are to accompany the Homeowner or Lessee.  
Only the owner or named lessee may invite guests.
2. No reservations can be made for the tennis court.
3. No pets of any kind are permitted in the tennis court.
4. No tricycles, bicycles or wheels of any kind are permitted in the tennis court.
5. No activities on the tennis court surfaces permitted other than playing tennis.
6. Tennis shoes or bare feet only allowed on the tennis court.
7. Play only one set if someone is waiting to play.
8. Tennis court hours are from 7:00 a.m. until 10:00 p.m.
9. Tennis court lights may be turned on at the southeast side of the clubhouse.  
Push the button next to the electrical panel.

**SWIM / PLAY AT YOUR OWN RISK**

**WE ARE NOT RESPONSIBLE FOR INJURIES**