

Prepared by and return to
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DRM File No. 021007.D000

THIRD AMENDMENT TO THE MASTER DEED ESTABLISHING BAVARIAN VILLAGE, A CONDOMINIUM PROJECT

THIS THIRD AMENDMENT TO THE MASTER DEED ESTABLISHING BAVARIAN VILLAGE, A CONDOMINIUM PROJECT (this "Amendment") is made as of this 1st day of December, 2022, by **BAVARIAN VILLAGE, INC.**, a Tennessee non-profit corporation (the "Association"), for that certain residential condominium development situated in the City of Germantown, Shelby County, Tennessee, more commonly known as **BAVARIAN VILLAGE** ("Bavarian Village").

WITNESSETH:

WHEREAS, that certain Master Deed Establishing Bavarian Village, a Condominium Project, dated September 1, 1973 (as amended, the "Master Deed"), of record in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. J1 5708, as amended by Instrument Nos. W9 1323 and 201906140058439, governs that certain residential condominium development situated in the City of Germantown, Shelby County, Tennessee, more commonly known as "Bavarian Village", which is administered by the Association; and

WHEREAS, the "By-Laws for the Administration of Bavarian Village Condominium a Condominium Project", which govern the operation of the Association is attached to the Master Deed as EXHIBIT "D"; and

WHEREAS, the Charter of the Association (the "Charter") is filed with the Tennessee Secretary of State as Control No. 060219 and is recorded with the Register's Office as Instrument No. J1 5707; and

WHEREAS, the plat showing Bavarian Village is recorded in the Register's Office in Plat Book 50, Page 21; and

WHEREAS, there are seventy-six (76) Units comprising the Bavarian Village development; and

WHEREAS, pursuant to Article II, Section 2 of the Bylaws, each Unit Owner is allocated one (1) vote for each Unit owned; and

WHEREAS, the Master Deed, as amended, provides in Article XXII(f) that the approval of fifty-one percent (51%) of the holders of first mortgage liens on individual Units and sixty-seven percent (67%) of the co-owners of Units at Bavarian Village (being 51 Unit Owners) shall be required to materially amend any provision of the Master Deed or Bylaws; and

WHEREAS, the Master Deed also provides in Article XXII(a)(i) that the holder of a mortgage on a Unit at Bavarian Village is entitled to a written notification from the Association thirty (30) days prior to the effective date of any change in the condominium documents; and

WHEREAS, the Association intends to amend the provisions of the Master Deed and Bylaws, as more particularly provided herein: and

WHEREAS, a meeting of the membership of the Association has been held, or this Amendment has been approved by the Association in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly: (i) approved by Unit Owners holding not less than sixty-seven percent (67%) of the votes of all of the Unit Owners, (ii) approved by at least fifty-one percent (51%) of the holders of first mortgage liens on individual Units, and (iii) recorded in the Register's Office after any due notice to such first mortgage holders was provided, as acknowledged and confirmed by the notarized signatures of the President and Secretary of the Association below.

NOW, THEREFORE, the Master Deed and Bylaws are hereby amended as follows:

1. **RECITALS:** The foregoing recitals are true and accurate.
2. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the Master Deed and Bylaws.
3. **LEASING RESTRICTIONS:** Article XIV of the Master Deed is hereby deleted in its entirety with the following substituted in its place:

ARTICLE XIV
PROHIBITION AGAINST LEASING

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Unit at Bavarian Village after the date of recordation of this Amendment is prohibited from leasing, or entering into a lease-purchase or similar contract for, that Unit or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Unit) shall not occupy the Unit on a permanent basis. It shall also be a violation of this Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives in any Unit without paying any rental or lease payment unless an Owner also occupies such Unit. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Unit, a person who is not an Owner of that Unit temporarily resides in such Unit. A person who "temporarily resides" in the Unit without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Unit while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Unit while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Unit or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under

such circumstances as the Board of Directors, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(iii) It is the express intent of this Article that the prohibition against leasing shall apply only to persons who obtain title to their Unit subsequent to the date of recordation of this Amendment. Unit Owners who acquired title to their Unit prior to the date of recordation of this Amendment or who are otherwise exempted from the prohibitions of this Amendment shall be permitted to lease such Unit acquired prior to the date of recordation of this Amendment except as expressly provided in Article XIV(vi) below.

(iv) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Unit pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Unit pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a Unit by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Amendment and who conveys their Unit to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *inter vivos* conveyance from an Owner who is an Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Article and any other provisions of the CCRs, then the provisions of this Article shall control.

(v) If a Unit is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit, a limited liability company, limited liability partnership, professional corporation or professional limited liability company, it shall be a violation of this Article, subject to written waiver by the Board of Directors, if the Unit is not occupied on a permanent basis by one of the following: an officer, director, shareholder, member or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Unit Owners, including those who took title prior to the recordation of this Amendment, are prohibited from leasing all or any portion of their Unit for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article XIV(vi), any Unit Owner may apply for a waiver under Article XIV(ii) to the Temporary Leasing Prohibition of this Article XIV(vi).

(vii) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees incurred by the Association and all costs and expenses of whatever type, kind or nature expended by the

Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action.

4. **FULL FORCE AND EFFECT:** Except as modified herein, all other terms and provisions of the Master Deed shall remain in full force and effect.
5. **CONFLICT:** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of either the Master Deed or the Bylaws, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, a meeting of the membership of the Association has been held, or this Amendment has been approved by the Association in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly: **(i)** approved by Unit Owners holding not less than sixty-seven percent (67%) of the votes of all of the Unit Owners, **(ii)** approved by at least fifty-one percent (51%) of the holders of first mortgage liens on individual Units, and **(iii)** recorded in the Register's Office after any due notice to such first mortgage holders was provided, as acknowledged and confirmed by the notarized signatures of the President and Secretary of the Association below.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]



STATE OF TENNESSEE
COUNTY OF SHELBY

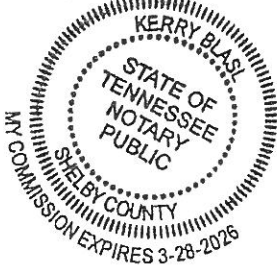
THE ASSOCIATION:

BAVARIAN VILLAGE, INC.,
a Tennessee non-profit corporation

By: Joan Wojcik
Name: Joan Wojcik
Title: President

Before me, the undersigned, of the state and county mentioned, personally appeared JOAN WOJCIK, President of BAVARIAN VILLAGE, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of BAVARIAN VILLAGE, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 1 day of Dec., 2022.



Kerry Blas
NOTARY PUBLIC
My Commission Expires: 3/28/2026

By: DAVID B Jones II
Name: DAVID B Jones II
Title: Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared DAVID JONES, Secretary of BAVARIAN VILLAGE, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of BAVARIAN VILLAGE, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 1 day of Dec., 2022.



Kerry Blas
NOTARY PUBLIC
My Commission Expires: 3/28/2026