

**Bavarian Village Condominium Association, Inc.**

**PURCHASE/LEASE APPLICATION FORM**

Attach \$50.00 Administrative Fee for Processing Application, Credit and Background Check will be  
ran on each occupant that resides in the unit

Please return original application, sale or lease contract and check to the following address not  
less than 10 workdays prior to intended transfer:

**(PLEASE PRINT)**

**(Circle One)** PURCHASE - LEASE APPLICATION DATED: \_\_\_\_\_

IF PURCHASE, EXPECTED DATE OF CLOSING: \_\_\_\_\_

ADDRESS OF UNIT: \_\_\_\_\_

OWNER/LEASING AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_

BIRTHDATE: \_\_\_\_\_ e-mail address \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

PRIOR ADDRESS: \_\_\_\_\_

How long at present address? \_\_\_\_\_ How long at prior address? \_\_\_\_\_

Name of Landlord: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name of Prior Landlord: \_\_\_\_\_ Telephone: \_\_\_\_\_

SPOUSE/PARTNER NAME: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_

BIRTHDATE: \_\_\_\_\_ CITIZEN OF USA? YES\_\_\_\_NO\_\_\_\_

EMPLOYER: \_\_\_\_\_ PHONE: \_\_\_\_\_

IS OWNER, PURSCHASER, AND/ OR LESSEE IN THE MILITARY SERVICE? YES\_\_\_\_NO\_\_\_\_

NUMBER OF OCCUPANTS WHO WILL RESIDE PERMANENTLY IN THE UNIT: \_\_\_\_\_

**OTHER OCCUPANT NAMES**

**SOCIAL SECURITY #**

**BIRTHDATE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACH COPY OF DRIVERS LICENSE ON EVERY OCCUPANT IF APPLICABLE!**

PETS (20 LBS OR UNDER ONLY) TYPE AND NUMBER: \_\_\_\_\_

**Please note for dogs, a statement from the veterinarian certifying the dog's weight is required.**

ALL VEHICLES (MAKE, MODEL, YEAR, LICENSE TAG #/STATE):

\_\_\_\_\_  
\_\_\_\_\_

PERSONAL REFERENCES – LOCAL (3):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOW WERE YOU REFERRED TO US? \_\_\_\_\_

DO YOU INTEND TO OPERATE A BUSINESS FROM THE UNIT? \_\_\_\_\_

DO YOU OWN A COMMERCIAL VEHICLE? \_\_\_\_\_ DESCRIBE: \_\_\_\_\_

DO YOU OWN A RECREATIONAL VEHICLE? \_\_\_\_\_ DESCRIBE: \_\_\_\_\_

**I/WE UNDERSTAND THAT AS A PURCHASER/LESSEE, I/WE HAVE RECEIVED AND READ A COPY OF THE RULES AND REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASSOCIATION, AND HAVE RECEIVED INFORMATION ON OUR ONE ASSIGNED PARKING SPACE. I/WE AGREE TO BE BOUND BY THE ASSOCIATION DOCUMENTS. I/WE FURTHER AGREE THAT YOU MAY SECURE CREDIT REPORTS, CRIMINAL REPORTS, AND ANY OTHER INFORMATION PERTAINING TO THIS APPLICATION.**

**THIS ORIGINAL APPLICATION MUST BE ACCOMPANIED BY THE PROPOSED SALES CONTRACT OR SIGNED LEASE AGREEMENT OR THE APPLICATION WILL NOT BE PROCESSED. FAILURE TO COMPLY MAY NEGATE ANY SALE OR LEASE. I/WE FURTHER UNDERSTAND THAT AS A PURCHASER/LESSOR, I/WE ARE RESPONSIBLE FOR ANY DAMAGES AND/OR INFRACTION OF THE ASSOCIATION RULES CAUSED BY THE LESSEES, THEIR GUESTS, OR VISITORS.**

NOTE: COURT COSTS AND ATTORNEY FEES – IN THE EVENT A UNIT OWNER OR OCCUPANT OF THE UNIT IS IN VIOLATION OF THE RULES AND REGULATIONS ADOPTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND, AFTER NOTIFICATION BY THE ASSOCIATION, CONTINUES TO VIOLATE SUCH RULES & REGULATIONS, SUCH UNIT OWNER SHALL PAY FOR THE COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES OF LEGAL PROCEEDINGS BROUGHT TO ENFORCE THE VIOLATED RULES & REGULATIONS, PROVIDED THAT THE PARTY SEEKING TO ENFORCE THE RULES & REGULATIONS HAS BEEN SUCCESSFUL IN THE LITIGATION.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Lessor/Seller

Signature of Spouse/Partner \_\_\_\_\_

Please return original application, sale or lease contract and check to the following address not less than 10 workdays prior to intended transfer:

WISE PROPERTY MANAGEMENT, INC.  
17824 North US Highway 41, Lutz, FL 33549-4502  
(813) 968-5665

## FOR OFFICE AND SCREENING COMMITTEE USE ONLY

### APPLICATION VERIFICATION PERSON CONTACTED REMARKS

* Present Landlord	_____	_____
* Previous Landlord	_____	_____
* Applicant's Employment	_____	_____
* Co-Applicant's Employment	_____	_____

### REFERENCES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRIVER'S LICENSE/ID: \_\_\_\_\_

PARKING SPACE: # \_\_\_\_\_

PARKING DECAL: # \_\_\_\_\_

POOL KEY WAS TRANSFERRED: YES \_\_\_\_ NO \_\_\_\_

COPY OF HOME INSPECTION BY HILLSBOROUGH COUNTY ON RENTALS ONLY:

CREDIT BUREAU: \_\_\_\_\_

APPROVAL FOR SCREENING BY \_\_\_\_\_ DATE: \_\_\_\_\_

SCREENING AND APPROVAL COMPLETED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

### REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.**  
**RESPONSIBILITIES OF UNIT OWNERS/RESIDENTS**  
**Revised Rules and Regulations**  
**April 5, 1999**

1. Restriction of Use of Condominium
2. Pets
3. Common Areas/Exterior Appearance
4. Nuisances
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6. Lawful Use
7. Signs
8. Parking
9. Use of Clubhouse
10. Use of Pool
11. Waste/Garbage/Trash
12. Maintenance Fees
13. Noise Disturbances
14. Emergency Assistance
15. Access to Association Records

**WISE PROPERTY MANAGEMENT, INC.**  
**17824 North US Highway 41**  
**Lutz, FL 33549**  
**Phone: 813/ 968-5665**  
**Fax: 813/968-5335**  
**Email: [Bills@WisePropertyManagement.com](mailto:Bills@WisePropertyManagement.com)**

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**REGULATIONS**

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. The Board of Directors shall write the initial regulations, which shall be deemed effective until amended.

**Section 1: Restriction of Use of Condominium**

The use of the condominium property shall be in accordance with the following provisions:

**Residential Use:** The lands of the condominium and all improvements constructed thereon shall be for residential use only, and no portion of such lands or improvements shall be constructed upon the lands other than condominium buildings or other structures intended for residential use and appurtenances thereto. Each condominium or other residential living unit shall be occupied only by a single family, or no more than two unrelated adults, and for no other purpose whatever. Except, as reserved to the Developer, no condominium may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration of Condominium in accordance with the provisions of Sections X and XIV to show the changes in the condominium or residential living unit to be affected thereby.

**Section 2: Pets**

Dogs, cats, birds (such as canaries or parakeets), and fish (such as goldfish or tropical varieties), may be kept by unit owners in the owner's respective units, provided that no such pet shall be raised for commercial purposes; **that unit owners may own only one dog or one cat**; that only the smaller varieties of dogs may be kept, the test of smallness being any dog which, when fully mature, will not normally weigh in excess of twenty (20) pounds; that all dogs and cats shall be kept on leashes when not confined to the owner's unit; and that said animals are walked only in the outside parameters of the property, the area between the parking lot and the fenced property line. No animals are allowed at any time in the vicinity of the swimming pool or deck area of the Clubhouse.

No animal shall make excessive noise, destroy other residents' property, or become a health hazard.

Violators of the number and poundage rule regarding animals will be given thirty- (30) days' notice to remove the animals from the premises after which legal action will be taken. Prevailing parties will be reimbursed for legal fees.

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**Section 3: Common Areas/Exterior Appearance**

**Common Areas:** The condominium property, which is not included within the units, is **COMMON AREA** or **COMMON ELEMENT**. Common elements include stairways, parking areas, sidewalks, and green space.

**Exterior Appearance:** No clothes, sheets, blankets, towels, laundry of any kind, or other articles shall be hung out or exposed from any balcony or patio area. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by condominium owners of any chairs, tables, benches, or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of a condominium building, and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. All permanent exterior doors (as distinguished from the screen doors) from condominiums to the common ingress or egress.

Bicycles are not allowed in the common elements.

Lawn furniture, tables, benches, or other furniture are not allowed on the common areas.

No grills shall be operated on patios or balconies, as prohibited by the Fire Marshall and the insurance carrier.

Children shall not be allowed to play in the streets, in the stairwells, on the sidewalks, or on the dog runs. No one shall be allowed to play games (football, baseball, "catch," etc.) in the parking areas, streets, or dog runs.

**Exterior:** No exterior changes can be made to any unit without the approval of the Board of Directors and the written approval of the entire Association. These changes include screens, doors, walls, color of exterior, radio or television antenna, window guard, fan, ventilator, air conditioning device, awning or canopy.

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**Balconies and Patios:**

- a. Functional patio furniture may be kept on balconies and patios.
- b. Bicycles may be stored on balconies and patios.
- c. No plants are to be kept on 2<sup>nd</sup> or 3<sup>rd</sup> floor balconies (no hanging plants).
- d. Balcony floors are to be covered with outdoor carpet.\*
- e. All balconies must be enclosed to protect the exterior of the unit. \*\* (Special note on installation of aluminum bronze.)
- f. In accordance with Hillsborough County Ordinance 95-10, all types of barbecue grills will be prohibited on patios, balconies, porches, and within the shadow of the building. Any person violating this policy will be reported to the Fire Marshall. Violators could be subject to a possible fine of \$500 and/or 60 sixty days in jail by the Hillsborough County Fire Marshall's Office (copy attached).

\*The Association will inspect the balconies that do not have outdoor carpet and will give unit owners thirty- (30) days to install outdoor carpet. If carpet is not installed within the specified time frame, the Association will install carpet at the owner's expense. The material that covers the balcony floor is a roofing material and must be covered with outdoor carpet to protect the surface from punctures, holes, and traffic. Your cooperation in this matter is appreciated.

**Section 4: Nuisances**

Its residents shall allow neither nuisances upon the condominium property, nor any use or practice which is the source of nuisances to residents, or which interfere with the peaceful possession and proper use of the property. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuses, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No condominium owner shall permit any use of his unit or make any use of the common elements or limited common elements, which will increase the rate of insurance upon any part of the condominium property. If the problem is not corrected after legal notice, legal proceedings will be initiated against the owner.

**Section 5: Sale/Lease Approval**

All leases and sales must be approved by the Board of Directors and are subject to legal action for non-compliance.

Applications are available through Wise Property Management, Inc., 17824 North US Highway 41, Lutz, FL 33549-4502. See the rental application for additional enforcement actions that may be brought against the unit owner or tenants who violate the Association documents.

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**Leasing:** After approval of the Association elsewhere required, the entire condominium may be rented provided the occupancy is only by one lessee and members of his immediate family, of responsible age, his servants and guests, or no more than two (2) adults who are not related as husband and wife, and the term of the lease is not less than six (6) months. No rooms may be rented and no transient tenants may be accommodated. No lease of a condominium shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a condominium owner.

**Section 6: Lawful Use**

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations or all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies having jurisdiction thereof shall be observed.

**Section 7: Signs**

No "For Sale" or "For Rent" signs, or other displays or advertising shall be maintained or permitted in any part of the common elements or condominiums. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied condominium it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee who may become the owner of a condominium and to the Association as to any condominium, which it may own.

**Section 8: Parking / Assigned Reserved Parking / Parking Decals**

Parking of travel trailers, boat trailers, commercial vehicles, trucks and vehicles of like nature are not allowed. Commercial vehicles shall be defined as flatbed trucks, pickup trucks with ladders or exposed working materials, tractors, or those vehicles that exceed one (1) ton rating. The Association will assign one reserved parking space for daily use of each condominium owner. Each unit is assigned one parking space, which is to be used by residents of that unit and issued two parking decals, which must be placed inside the rear window of the vehicle in the lower right hand side. The assigned reserved parking place may be considered as a part of their residence. **Parking in another person's assigned space may be considered as trespassing and will be towed without notice at owner's expense.** We encourage you to act in your own behalf if you find any vehicle parked in your space. If the problem cannot be resolved, call the Management Office (968-5665) for assistance.

**Non-Reserved Parking:** Visitor spaces are available on a first-come basis and can be used for additional parking. These are limited to automobiles, light trucks, vans not to exceed one (1) ton in weight, and motorcycles.

**Fire Lanes:** Fire lanes are marked to be sure that reasonable access is provided for fire and emergency vehicles. This is a requirement of State and Local Law, as well as our insurance policy. Parking in these lanes is strictly prohibited, and any vehicle may be towed without notice.

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**Unpaved Areas:** Bavarian Village has an extensive underground sprinkling system. Parking and driving over the grass may cause expensive damage. Vehicles parked on the unpaved areas may be towed without notice. Vehicles observed driving on the grass might be cited for a moving violation.

**Unauthorized Vehicles:** Under no circumstances are vehicle repairs to be made on the premises, nor may any vehicles be stored on the premises. Any vehicles that are not properly licensed, or unable to be moved under their own power, will be towed away at owner's expense.

**Motorcycles:** Motorcycles must have a hard substance placed under the kickstand to prevent damage to the pavement. Motorcycles may not be driven on the grass. If the motorcycle is your primary source of transportation, then you may park it in your assigned space; otherwise, it must be parked in a visitor space.

**Other Areas:** Vehicles parked in areas other than those lined for parking will be ticketed, with a tow notice. A record of licenses is kept, and a second violation will result in towing. The same procedure applies to improperly parked vehicles (straddling lanes, etc.). No vehicle shall park in such a way as to leave any part of the vehicle extending over the sidewalk area. Non-compliance may result in both verbal and written warnings followed by a legal action taken by the Association Attorney.

**Section 9: Use of the Clubhouse**

Applications for reservation of the Bavarian Village Clubhouse are available from Wise Property Management, Inc., 17824 North US Highway 41, Lutz, FL 33549-4502 / 968-5665.

**Section 10: Use of Pool**

**Pool Regulations:**

- No lifeguard is on duty - all persons using pool do so at own risk!
- No running or diving.
- Unsupervised children are not allowed in pool area or patio.
- Excessive noise is not permitted in pool area or patio.
- Food and drinks are not allowed in the pool.
- Pets are not allowed around pool deck or patio.
- Those having long hair must wear bathing caps.
- When wet, slippers and towel must be used before entering Clubhouse.
- Pool is for owners, residents, and their guests.
- The Association or Management reserves the right to deny use of pool to anyone at any time.
- Exclusive use of the pool by anyone is prohibited.
- No one may enter pool with open sores or wounds.

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**Section 11: Waste/Garbage/Trash**

Put any wet garbage that you cannot grind in a plastic bag and place in dumpster. Take dry papers, newspapers, and other dry trash to the dumpster.

Push bagged garbage and crumpled cartons as far back in the dumpster as possible, clearing space near the lids.

**DO NOT PUT BAGS OR TRASH ON TOP OR ALONGSIDE THE DUMPSTER.** The garbage collectors will not collect this. Try the other dumpster or take it home with you for another try. If garbage remains outside the container, it will attract stray animals and act as a breeding ground for insects and rodents.

Leaving mattresses, box springs, sofas, other large furniture items, or anything except ordinary garbage, alongside the dumpster is strictly prohibited. This shall be considered "illegal dumping," and anyone found in violation will be prosecuted to the fullest extent of the law.

Under no circumstances shall litter be thrown or left on property grounds. Please discard all litter in the appropriate receptacles.

**Section 12: Maintenance Fees**

Maintenance fees are due by the 10th of each month. A late fee of \$10.00 will be imposed for late payment, and a 45-day delinquency will result in a lien against the unit.

**Section 13: Noise Disturbances**

No television, radio, stereo, or other sound reproduction system shall be played at a volume or with a tone which causes any disturbance whatsoever to any resident of Bavarian Village at any time of the day or night. This shall also apply to any other noises or sounds of an irritating, constant, and clearly disturbing nature.

After the first violation of this rule, the violator will be warned orally or in writing. For any subsequent violation, the violator will be sent an attorney letter. If the violator is leasing the unit, it will be the owner's responsibility to correct the problem.

If any resident or owner is being disturbed by another resident's behavior or offensive actions, a formal letter of complaint must be presented to the Management office to ensure investigation into the complaint. Telephone calls to the Management office will not be accepted. If found to be justified, a formal letter of violation will be sent to the offending resident and to the unit owner, if applicable. If the violations continue, legal action will be taken.

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**Section 14. Emergency Assistance**

The owners of Bavarian Village Condominiums are Hillsborough County taxpayers. As such, we come under the jurisdiction of the Hillsborough County Sheriff's Office. For assistance, call them at 247-8200, or dial 911 for emergency assistance.

**Section 15: Access to Association Records**

Owners may inspect the official records of the Association between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday at the office of the management company, Wise Property Management, Inc., 17824 North US Highway 41, Lutz, FL 33549-4502. Owners must give written notice seventy-two (72) hours before inspection of the records. The notice must specify what records they wish to inspect. No owner can inspect the official records more than twice within a calendar month.

The Board of Directors hereby approves the official posting place of all meeting and other notices to the membership to be the bulletin board on the South side of the Clubhouse.

Owners may speak up to three minutes regarding an agenda item at a Board of Directors meeting, a committee meeting or annual meeting. Owners wishing to speak must register with the presiding officer of the meeting prior to the meeting commencing. In the case of the annual meeting, written notice is required not less than seven (7) days before the meeting directed to the secretary of the Association.