

**BYLAWS
FOR
STENSBERGGATEN 10-14 BOLIGSAMEIE**

Established by division into property units pursuant to the Property Unit Ownership Act (*lov om eierseksjoner*)
23 May 1997 no. 31

Adopted at the first co-owners' meeting 16.01.2003
Changed at the extraordinary owners' meeting 29.10.2008
Changed at the co-owners' meeting 7.03.2011
Changed at the co-owners' meeting 26.03.2012
Changed at the co-owners' meeting 13.03.2013
Changed at the co-owners' meeting 04.03.2014
Changed at the co-owners' meeting 10.03.2015

Section 1

The property – purpose

The condominium of unit co-owners (hereafter, the condominium) includes cadastral no. 208 (gnr 208) title no. 918 (bnr 918) in Oslo together with the buildings on this property.

The purpose of the condominium is to safeguard the co-owners' common interests and administration of the property together with shared facilities of any kind.

Section 2

Organisation of the condominium

The condominium consists of 152 dwelling units. Each unit is associated with sole right to the use of an occupancy unit consisting of both a main part and additional part(s). The additional parts consist of areas that in the registered application for division into property units are defined as additional parts to the occupancy unit. Additional parts encompass balconies, parking spaces, storage rooms with entrance from the balcony or the parking facility, as well as garden allotments. The main part and the additional part(s) of the occupancy unit together constitute *the occupancy unit*.

The co-ownership fraction is based on the area of the occupancy unit. The co-ownership fraction is established only on the basis of the area associated with the main part of the occupancy unit.

Section 3

Legal disposition

The individual co-owner has the full legal disposition over his unit, including the right to sale, mortgage and rental. The other co-owners hold nevertheless a lien in the unit in respect of claims against the co-owner for an amount that is equivalent to the basic amount in the National Insurance scheme, cf. the Property Unit Ownership Act, section 25.

In connection with transfer of ownership, a written notification should promptly be given to the board with information about the name of a new owner. The ownership transfer shall be registered. Tenants are the responsibility of the owner. There is no register of tenants.

Section 4

A - Right to use

The individual co-owner has sole right to the use of his occupancy unit and right to the use of the common areas for the intended or usual purpose.

The occupancy unit and the common areas can only be used in compliance with that purpose and cannot be used in a way that is unduly or unreasonably inconvenient to the users of the other units.

Change of use from residential purposes to other purposes or vice versa cannot be made without redivision according to the Property Unit Ownership Act, section 13, second paragraph.

B - Temporary sole right to the use of parts of the common areas - right of use

The board can upon application settle whether co-owners shall receive a temporary sole right to the use of the condominium's exterior areas that naturally belong to units that have a terrace on the ground floor. This does not apply to the use of access roads in the area intended to be used by the co-owners jointly. The board can draw up more-detailed rules for which exterior areas this concerns, as well as determine possible conditions for use, including establishing a possible rental amount. Such sole right to the use of the condominium's common area is always discontinued when the unit is sold, and alternatively when it is adopted as a change of bylaws with a two-thirds majority at the co-owners' meeting. Restoration of the area to its original condition is paid by the unit owner.

Section 5

House rules

The co-owners' meeting can by simple majority establish normal house rules for the property.

Section 6

Building modifications

Replacing windows and doors (in or overlooking common areas), exterior lamps on the balcony to the individual occupancy unit, setting up and choosing the colour of awnings, changing exterior colours etc., must be approved by the board, and can be carried out according to an overall plan for the building adopted at the co-owners' meeting.

Addition / extension and other modifications that should be reported to the building authorities must be approved by the board before sending the building application. If one applies for changes of not insignificant importance for the other co-owners, the board shall consider the request at the co-owners' meeting for settlement.

Wiring, pipes and similar necessary installations may be passed through the occupancy unit if it is not significantly inconvenient for the co-owner. The co-owner must give access to the occupancy unit for necessary scrutiny and maintenance of the installations.

A co-owner can, with the board's approval, implement measures on the common areas that are necessary due to the disability of the co-owner or the household members. Approval cannot be denied without reasonable cause.

A co-owner who installs a heat pump in his unit is technically, economically and environmentally responsible for the installation as well as for compliance with noise rules. The pump should not be disturbing to neighbours. If the board finds the installation unsatisfactory, the board will be allowed to instruct the owner to remove or switch off the equipment. The unit owner bears all costs. The heat pump may not be installed on the wall.

Section 7 Common costs

Costs related to the property that are not associated with the individual occupancy unit (common costs) are divided among the co-owners according to the co-ownership fraction. Costs directly associated with the occupancy units, for example gas to gas fireplaces and a fee for cable-TV, are billed directly and fully to the user, based on the provider's rates.

The condominium's costs associated with operation and maintenance of facilities for storing and supplying gas for use in the condominium's flats, are divided in equal proportions among all occupancy units associated with this facility, in total 9 occupancy units at the time of division into property units. Costs for gas (propane) are divided according to consumption, for every occupancy unit.

The individual co-owner pays an amount on account established at the co-owners' meeting or the board to cover his share of the common costs. *The amount paid on account will also cover the allocation of funds for future maintenance, improvements or other joint measures on the property.*

Section 8 Maintenance

The individual co-owner shall fully and at his own expense maintain his own occupancy unit so as to avoid any damage or disadvantage to the other co-owners. Interior water- and wastewater pipes are subject to maintenance duty up to and including the junction point into the unit, and the electrical wiring up to and including the unit's fuse box/panel.

Operation and maintenance of common facilities for storing and supplying gas to individual occupancy units of the condominium is the responsibility of the condominium. For the parts of the facility that are inside the individual occupancy units, every co-owner is responsible for maintenance and replacement. The condominium has nevertheless the *right* to perform maintenance and replacement of the whole or parts of this facility inside the individual occupancy unit if the condominium finds it suitable.

Outer maintenance of the property together with buildings, common rooms, common areas, facilities and equipment, including staircases and entrance doors to the staircases, is the responsibility of the condominium. Maintenance of the parking facility, including the parking spaces that constitute additional parts to the occupancy units, is also the responsibility of the condominium.

Section 9 Environmental monitoring programme

The environmental monitoring programme formulated by The Norwegian Directorate of Public Construction and Property (*Statsbygg*) and Oslo municipality (*Oslo kommune*) serves as a basis for the planning of Pilestredet Park. The purpose of the programme is to ensure good environmental conditions in buildings and outside areas. This entails i.a. the following obligations:

- There will be established an operations centre (Pilestredet Park Økodrift) for operating common outside areas according to principles of urban ecology as well as safeguarding common operational tasks in which the housing cooperatives/condominiums shall

participate. The condominium is obliged to participate in the operations centre and this obligation shall be registered on all units.

- For the purposes of environmental auditing, the condominium has to make available the data about resource use (power, district heating and water) that are registered through individual and common meters. Individual metering results will be subject to normal rules for privacy protection.
- The condominium, co-owners and residents are obliged to separate waste at source and participate in the arrangements for waste disposal that are facilitated in cooperation with the Waste Management Service (*Renovasjonsetaten*) and the Operations Centre (*Driftssentralen*). In addition to ordinary municipal sanitation (paper and residual waste) this will include special waste, composting (garden waste and household biowaste) as well as collection and recycling arrangements.
- The residents are obliged to participate in instructional and informational arrangements that are necessary for them to be informed about the use and maintenance of equipment and technical installations that ensure the monitoring of the environmental programme.

Section 10

Breach of contract. Sale order and demand for eviction

If a co-owner despite a written warning significantly breaches his duties, the board can order him to sell the unit, cf. the Property Unit Ownership Act, section 26. If the co-owner's or the user's behaviour entails a risk of destruction or considerable degradation of the property, or if his behaviour is seriously troublesome or disturbing to other users of the property, the board can demand eviction from the unit according to the provisions of the Enforcement Act (*tvangsfyllbyrdelsesloven*), cf. the Property Unit Ownership Act, section 27.

Section 11

The board

The condominium shall have a board consisting of a chairman and 4 other members as well as 2 deputy members. Each member must be an owner of one or more units. The first time when the board is elected, the board's chairman as well as 2 board members shall be elected for 2 years, while the other 2 board members for 1 year. Thereafter all board members are elected for 2 years at a time. The chairman of the board is elected by special election at the co-owners' meeting. In addition, 2 deputy members and 2 nomination committee members are elected for 1 year at a time.

The board shall ensure the maintenance and operation of the property, and besides ensure the management of the condominium's affairs in compliance with law, bylaws and decisions made at the co-owners' meeting.

A board member cannot be involved in dealing with or deciding any matters in which the member himself or a close relative has a clear personal or particular financial interest.

In common affairs the board's chairman and one board member jointly may sign on behalf of the condominium.

Section 12

The co-owners' meeting

The condominium's supreme authority is exercised by the co-owners' meeting. The ordinary co-owners' meeting is held every year by the end of April. The board shall in advance notify the co-owners about the date of the meeting and the final deadline for submitting matters that are requested to be handled. The board convenes the ordinary co-owners' meeting with at least 8 and at most 20 days' notice.

Extraordinary co-owners' meetings shall be held when the board finds it necessary or when at least two co-owners who together have at least a tenth of the votes demand it, and at the same time state what matters they request to be handled. The board convenes an extraordinary co-owners' meeting with at least 3 and at most 20 days' notice.

The notice to the co-owners' meeting shall be given in writing and together with the time and place of the meeting has to specify the matters to be handled. Regardless of whether it is mentioned in the notice, the ordinary co-owners' meeting must always handle:

- the board's annual report
- the board's financial overview for the preceding calendar year for possible approval
- election of board members.

At the co-owners' meeting the co-owners have the right to vote with one vote per unit owned. Besides the owner, one household member has the right to attend and the right to speak. The co-owner has a right to appoint a proxy who must be of legal age. The proxy has to provide a written and dated proxy, and the proxy is deemed to apply to the forthcoming co-owners' meeting unless otherwise stated. The proxy may at any time be withdrawn. The co-owner has a right to bring an advisor. The advisor has only the right to express his opinion if the co-owners' meeting gives permission.

Nobody may himself, or by proxy, or as a proxy for another co-owner vote on an agreement with himself or close relatives or concerning his liability or that of close relatives.

Section 13

General manager

The condominium shall have a general manager. The board employs a general manager and other officials in compliance with the Property Unit Ownership Act, section 41.

Section 14

Minority protection

The co-owners' meeting, the board or others who represent the condominium cannot make decisions that are meant to provide certain co-owners or others with an unfair advantage at the expense of other co-owners.

Section 15

Changes in the bylaws

Changes in the condominium's bylaws can be enforced at the co-owners' meeting with at least 2/3 of the votes cast, unless the Property Unit Ownership Act sets stricter requirements.

Section 16
General obligations

Co-owners are obliged to obey the provisions imposed by the application for division into property units (*oppdelingsbegjæringen*), the Property Unit Ownership Act, these bylaws as well as house rules established by the co-owners' meeting. Each occupancy unit is equipped with a handbook about management, operation and maintenance of the property. When transferring ownership, the individual co-owner is obliged to ensure that the handbook is passed on to the acquirer(s).

Section 17
Camera/video surveillance of common areas

"The co-owners' meeting has approved the installation and camera/video surveillance of the condominium's common areas.

Surveillance must at all times be in accordance with the prevailing laws, rules and guidelines.

The board shall report to The Norwegian Data Protection Authority (*Datatilsynet*) before implementing surveillance and is obliged at all times to use the least invasive form of surveillance."

Oslo, 16 January 2003