

HOUSE RULES FOR THE FURUMOEN HOUSING COOPERATIVE

These rules were last changed at the General Meeting on 21 March 2013

10 Purpose and scope

These rules were created to maintain order, tidiness and quiet at the housing cooperative, and in order to ensure a good living environment so that everyone is considerate of the others at the cooperative.

The rules apply to everyone who is living at or visiting the housing cooperative. The members (shareholders) are responsible complying with the rules, and all the members of his or her household, visitors and tenants must be informed of the rules and comply with them.

Any special rules for parking, using technical equipment, cleaning or other special rules are considered a part of the housing cooperative's standard house rules.

20 Activities and noise levels

Residents at the housing cooperative are encouraged to limit all activities that could disturb the neighbours. Peace and quiet are required at the housing cooperative between the hours of 22:00-07:00. During this time no loud music shall be played nor other activities that could disturb the sleep of the other residents, or affect the environment in a negative manner in any way. For special occasions that might lead to noise after 22:00 hrs. The neighbours must be notified of this in good time prior to the event.

The neighbours must also be notified of work to be done during periods of moving, modernisation or repairs to the units or outside the dwelling that involve boring/drilling, grinding, sawing etc.

- on weekdays between 07:00-20:00
- on weekends and holidays between 13:00-18:00

30 The use of the dwelling and any adjoining areas

The residents must ensure that:

- The dwelling is adequately heating during one's absence, while moving or in similar situations during the cold season so that water/drainage pipes are not damaged by ice/frost.
- **Exhaust air fans/vents in kitchens, bathrooms and toilets must be kept open to avoid condensation and the growth of mould inside the dwelling. The ceiling fans must never be turned off under any circumstances.**
- **behave correctly when using fire and heating to eliminate the risk of fire at the housing cooperative.**
- **Notify the board immediately if any signs of insects, cockroaches or similar vermin are seen in a dwelling. The member will pay the cost of extermination in his or her own dwelling.**
- Shaking textiles, beating carpets or similar actions from balconies or out of windows is not allowed.
- **balconies must not be used for storing garbage, furniture or similar items, and the residents are responsible for removing any snow and ice from these.**

The members must ask the board for approval for any intervention into exterior walls or outdoor areas like setting up awnings, terraces, fences, fountains, panel fences, satellite dishes, heat pumps etc.

40 Common areas

The residents are encouraged to keep the housing cooperative's property clean and tidy. This includes all common areas.

Garbage bins are only meant for household waste. Paper should be sorted and discarded in the recycling bins. Glass and other dangerous objects must also be discarded in the appropriate bins.
Waste must never be placed beside the garbage bins.

Common areas must not be used to store the residents' belongings. Strollers/prams and bicycles may however be placed at designated spots to maintain empty corridors and not obstruct pedestrian traffic.

Food must never be kept outside of proper food storage devices like refrigerators to avoid attracting rats and mice.

50 Operating vehicles and parking

Operating motor vehicles on the housing cooperative's property must be done with caution because there are always children nearby. One must drive slowly in all circumstances and show caution around the property, using the maximum recommended speed limit of 20 km/hr.

Anyone who was issued a parking spot in the garage or at a permanent parking space must use this first, before using any public, common or guest parking spots.

Motor vehicles must not be parked near the playground, under any circumstance!

60 Pets

Pets are ordinarily permitted at the housing cooperative, such as cats and dogs, assuming the owner takes full responsibility for the animal and it does not bother the neighbours or others at the cooperative. The owner must remove the animal's droppings.

Dogs must be leashed when on the housing cooperative's property; see the Local regulations concerning keeping of animals for the Municipality of Kongsberg. Dogs and cats must be kept away from common playground areas as far as this is possible. Cat food or dog food may not be left unattended outside, under any circumstance. Dogs and cats must be registered as soon as they arrive. The board has a special form developed for this purpose.

These rules were last changed at the General Meeting on 21 March 2013

Bye-laws

for the Furumoen Housing Cooperative, Ent. Reg. No. 953 875 500.
Associated with the Kongsberg Cooperative Building Association,
adopted by the constituted general meeting on 25 Feb.1975, last changed on 19 March 2014.

10 Introductory provisions

Objectives

Furumoen Borettslag is a housing cooperative society whose purpose is to give the shareholders (members) the right of use to their own dwellings in the society's property (right of residence). Housing cooperatives may also conduct activities associated with the right of residence.

Business office, administrative tasks and affiliations

(10) The housing cooperative is located in the Municipality of Kongsberg and has its registered business office in the Municipality of Kongsberg.

(20) This housing cooperative is associated with the Kongsberg Cooperative Building Association, which functions as the cooperative's administrative management agency.

20 Shares and members

Shares and members

(10) Shares are valued at 100 kroner each.

(20) Only the shareholders/members of the cooperative building association and legal persons (individuals) can be members in the housing cooperative. No legal person may own more than one share.

(30) Regardless of the previous item, the state, county authority or municipality can own as much as ten percent of the shares in housing cooperative, in accordance with § 4-2 (1) of the Housing Cooperative Act. The same applies to companies established to procure dwellings/housing led and controlled by the state, county authority or municipality, a foundation established to procure dwellings/housing which was first established by the state, a county authority or a municipality and a company, foundation or other legal entity that has signed a formal agreement with the state, a county authority or a municipality to procure dwellings for disadvantaged persons.

(40) The members will receive a copy of the housing cooperative's Bye laws.

Joint ownership in shares

(10) Only persons who reside or shall reside in a dwelling may acquire joint ownership in a share.

(20) If two or more persons own a share in common, use of the dwelling shall be deemed to have been transferred if none of the co-owners reside in the dwelling; see Item 4-2 of these bye-laws.

Transferring of shares and approval of new members

(10) A member has the right to transfer his share, but the person acquiring the share must be approved by the board of the housing cooperative for the transfer to be valid.

(20) The housing cooperative may only refuse a transfer if the user's circumstances provide objective grounds for so doing, and the transfer may under no circumstances be approved if it conflicts with Item 2 of these bye-laws.

(30) If the housing cooperative refuses to approve the acquirer as the new member the acquirer must be notified of this decision in less than 20 days after the application for the transfer request was

submitted to the housing cooperative. If the opposite is the case the transfer is considered approved.

(40) The acquirer may not occupy the dwelling before approval is granted or after a court of law has granted the acquirer the right to the share.

(50) The previous member is joint and severally liable for paying the joint costs for the new member or members (acquirers) until these have been approved, or until a court of law has granted the new member(s) the right to the share.

30 Right of pre-emption/first refusal

The main rule regarding pre-emption rights

(10) If a share is to change owners, the other members in the housing cooperative and thus the members in the cooperative building association have the right of pre-emption/first refusal.

(20) Pre-emption does not apply if the share is transferred to a spouse, to the spouse's or owner's family in direct line of ascent or descent, to foster children with rights as inheritor, to siblings or others who have belonged to the same household the previous two years as the previous owner. Pre-emption does not apply when the share is transferred due to the transfer of property after separation or divorce, or when a member of the household acquires the share pursuant to § 3 of the Act relating to the right to the joint residence and household goods when a household community ceases to exist.

(30) The board of the housing cooperative shall ensure that the entities or persons designated in paragraph one are given the opportunity to exercise the right of pre-emption, and the board shall ensure such rights on these persons behalf up to the time-limit mentioned in Item 3-2 of the Bye-laws; cf. § 4-15 paragraph 1 of the Housing Cooperative Act.

The time-limits exercising pre-emption rights

The time-limit for enforcement of the right of pre-emption shall be 20 days from the date that the cooperative receives written notification that the share has changed owner, giving information of the price and other conditions. The time-limit shall be five working days if the cooperative has received advance written notification that the share may change owner and the notification is received by the cooperative at least 15 days but not more than three months prior to the notification that the share has changed owner.

More details about pre-emption

(10) Seniority at a housing cooperative is calculated from the date the share was transferred. If there are a number of members in the housing cooperative with the same seniority the member with the oldest seniority in the cooperative building association will have the right of first refusal.

(20) If none of the members in the housing cooperative shows interest the cooperative building association will decide which member is permitted to take over the share.

(30) The member who intends to acquire the share must transfer his previous share to a new member. This is applicable even if the share belongs to two or more persons.

(40) The right of pre-emption shall be announced publicly in a newspaper from the area in which the housing cooperative is located or on the cooperative building association's webpages, or in another suitable manner.

40 Right of residence and transfer of use

Right of residence

(10) Each share conveys an exclusive right to use a dwelling in the cooperative and a right to use common areas for purposes for which they are intended or normally used and for other purposes that are in keeping with the time and the circumstances.

(20) The member may not use the dwelling for any other purpose than as a dwelling, without the board's consent.

(30) The member must use the dwelling, other rooms and other areas at the cooperative with suitable respect and care. The use of the dwelling and common areas must not in an unreasonable or unnecessary manner result in damage or nuisance for other members.

(40) A member may with the approval of the board implement measures on the property that are needed owing to disability of a user of the dwelling. Approval may not be refused without good objective grounds for doing so.

(50) The board may issue ordinary house rules for the property. Even if the keeping of animals is prohibited, the user of the dwelling may keep animals if there are sound reasons for doing so and the keeping of animals is not an inconvenience to other users of the property.

Transfer of use

(10) The member may not without the consent of the board transfer the use of the dwelling to other persons.

(20) The member may otherwise with the approval of the board transfer the use of the whole dwelling if:

- the member or the member's spouse or relative in a direct line of ascent or descent or foster child of the member or spouse of
- the member or spouse, has lived in the dwelling for at least one of the last two years. The member may in such case transfer the use of the whole dwelling for as many as three years
- the member is a legal person
- the member shall temporarily reside elsewhere owing to work, education, military service, sickness or other weighty grounds
- a member of the user's household is the member's spouse or relative in a direct line of ascent or descent or foster child of the member or spouse
- someone holds the right of use pursuant to section 68 of the Marriage Act or section 3, second paragraph, of the Act of 4 July 1991 relating to the right to the joint residence and household goods when a household community ceases to exist.

Approval may only be refused if the user's circumstances provide objective grounds for so doing.

Approval may be refused if the user could not have become a member.

If the cooperative has not replied to a written application for approval of a user within a month after the application is received by the cooperative, the user shall be deemed to be approved.

(30) A member who himself resides in the dwelling may transfer the use of parts of the dwelling to other persons without approval.

(40) Transferring use does not reduce the member's obligation toward the housing cooperative.

Rebuilding and extensions to apartments

(10) Rebuilding

The member is free to carry out changes to room divisions in his own apartment unless this affects the load-bearing walls, ventilation system and/or other infrastructures. Changes to the bathroom/sanitary room must be done pursuant to existing building regulations.

The member is free to modify the original store room/cooling room to residential space under the condition the rebuilding is done according to existing building regulations. A notice to neighbours must be sent to the board.

(20) Annexes and extensions

All annexes and extensions must be built according to existing regulations and presented to the board for approval. Work to be done on exterior walls or load-bearing structures must be done by an approved construction company/sole proprietor that is liable for works and complies with Norwegian building regulations. A contract must be signed by the member and the housing cooperative (the board) before any construction work can be started. The member shall pay the cost of any inspections or controls for

finished work before the housing cooperative takes over maintenance costs.

(30) The housing cooperative will accept all responsibility for maintenance on sheds that imply extending the exterior façade or roof. This amount will form a part of the cooperative's shared joint expenses. This amount has been set at NOK 20.00 per month. A decision by the general meeting is required at the general meeting to increase this amount.

50 Maintenance

Maintenance obligations of the members

(10) The member shall keep the dwelling in good condition. The member shall maintain such elements as windows, pipes, wiring, furniture and fittings, equipment, fuse panels from the main fuse, cables etc., heating cables, furniture, fittings and equipment including water closets and wash basins and internal surfaces in the dwelling. Sanitary rooms must be used and maintained to avoid water leaks.

(20) Such maintenance shall also include necessary repairs or replacement of elements such as pipes, fuse panels beginning at the first main fuse, wiring and wiring elements, heating cables, furniture and fittings, equipment, apparatuses, wallpaper, flooring, wallboards, floorboards and ceiling boards, partition walls, skirting boards and moulding, cupboards, benches and internal doors with frames, but not replacement of windows and outer doors to the dwelling or repairs or replacement of roofs, joists, supporting walls or pipes or wiring integrated into supporting constructions.

(30) The member is also responsible for clearing and cleaning indoor sewage pipes in and out of his own water trap/drain and up to the housing cooperative's common/main drain pipe. The member shall also clear out the drains on verandas and balconies etc.

(40) The member is responsible for exterminating any harmful insects or vermin in his dwelling.

(50) The maintenance obligation also includes repairing any damages, including damage from break-ins and storms.

(60) The member is obligated to notify the housing cooperative immediately if the member discovers any damage in the dwelling the housing cooperative is responsible for repairing.

(70) The housing cooperative and other members are entitled to compensation for loss due to a member's failure to fulfil his or her obligations; cf. §§ 5-13 and 5-15 of the Housing Cooperative Act.

(80) The member is responsible for his own co-payment of any accidents or damage due to neglect or serious negligence by the members.

Maintenance obligations of the housing cooperative

(10) The cooperative shall keep buildings and the property otherwise in good condition in so far as the obligation for this does not lie with the members. Damage to dwellings or furniture and fittings that belong to the cooperative shall be repaired by the cooperative if such damage results from failure by another member.

(20) Common piping, wiring, conduits and other common installations that pass through the dwelling shall be maintained by the cooperative. The cooperative shall be entitled to lead new installations of this kind through the dwelling unless this gives rise to major inconvenience for the member. The housing cooperative will replace the hot water heater when it is old and/or defective. The housing cooperative will also repair the cooling unit when necessary.

(30) The housing cooperative is also obligated to maintain and replace windows and outer doors of the dwellings or repair or replace roof and roof elements, tiered beams, load-bearing wall constructions, drains and pipes or wires built into load-bearing structures, with the exception of heating cables.

(40) The member shall allow access to the dwelling for performance of work and for inspection in relation to maintenance, repair or replacement of such installations. Inspection and performance of work shall be carried out in such a manner that it does not result in undue inconvenience for the member or

other users of the dwelling.

(50) The members are entitled to compensation for loss due to the housing cooperative's failure to fulfil its obligations; cf. § 5-18 of the Housing Cooperative Act.

Maintenance to the garage area

(10) The members who own a share in the parking garage are obligated to keep the garage in a proper functioning standard. Maintenance on the inside area of each parking space is the responsibility of the member who owns the space. This includes ordinary maintenance on vehicle entry doors and the electric installations. Damage to common walls between each individual garage space must be repaired by the person responsible for the damage. If guilt cannot be established then both members are joint and severally liable.

(20) Maintenance outdoors. The housing cooperative is responsible for maintenance outside and around the building. This will be financed through the use of the *garage fund*.

(30) The housing cooperative will attend to snow clearing and clearing up around the garage area. The housing cooperative is responsible for road covers, asphalting etc. in and around the garage area.

(40) The member must keep the garage doors closed and locked when no one is inside. The member who leaves the garage open may be liable for damages and loss due to this.

60 Sale orders and Eviction

Breach of contract

(10) A member who fails to fulfil his or her obligations toward the housing cooperative is in breach of contract toward the cooperative. Breach of contract may include a failure to pay joint costs, failure to carry out maintenance, illegal use or transfer of use and breaking the house rules.

Sale orders

(10) If despite various warnings the member continues to violate the terms of his agreement, the housing cooperative can order the person to sell his share; cf. § 5-22 paragraph one of the Housing Cooperative Act. The warning will be issued in writing and state that serious breach of contract gives grounds for an enforced sale of the share.

Eviction

The board is authorised to evict the member or user from the dwelling pursuant to Chapter 13 of the Enforcement Act if the member's or user's behaviour leads to a risk of destruction of property or significant decrease in the value of the property, or if the member's or user's behaviour is a nuisance to the other shareholders or users.

70 Joint costs and liens

Joint costs

(10) Joint costs must be paid on the 20th of each month. The housing cooperative has the right to change the amount of joint costs, with one month's written warning.

(20) Joint costs that are not paid by due date are subject to interest on overdue payments pursuant to *the Act of 17 December 1976 no. 100 concerning Interest on Overdue Payments*.

The housing cooperative's lien

In respect of claims for settlement of joint costs and other claims deriving from matters relating to the cooperative, the cooperative holds a lien in the share superseding all other liens, charges and encumbrances. The secured claim may not be greater than an amount equivalent to twice the National Insurance Basic Amount (G = Grunnbeløp) on the date that enforced sale is decided.

80 The board and its decisions

The board

- (10) The cooperative shall have a board that consists of a chairperson and at least 2 but not more than 4 members. There can be no more than 2 one deputy board members.
- (20) The chairperson and the other board members shall serve a term of two years. Deputies are elected for one year at a time. Board members and deputy board members can be re-elected.
- (30) The board shall be elected at the general meeting. The general meeting will elect the chairperson of the board based on a voting done specifically for this position. The board will select its vice chairperson from among its members.

The work of the board

- (10) The board shall lead the cooperative as an organization in accordance with laws, regulations, the cooperatives bye-laws and decisions made by the general meeting. The board may make all decisions not delegated to other decision-making bodies by law or by the bye-laws of the cooperative.
- (20) The chairperson of the board must ensure that the board meets as often as necessary. Any board member or the business manager is authorised to summon the board to meet.
- (30) The board must keep minutes from the meetings concerning all cases and issues put before the board. The minutes from the meeting must be signed by all the board members who attended.

The board's decisions

- (10) A decision by the board is approved when more than half of all board members were present. A decision can be made if more than half of all the votes decide for the decision. If the votes are equal it is the leader of the meeting who will submit the deciding vote. Those voting for a decision regarding altering a previous decision must still amount to at least one third of all board members.
- (20) The board may not decide on these issues, without the consent of the general meeting by a two-thirds majority:
- 10 rebuilding, extension or other alterations to buildings or land that under the circumstances in the cooperative fall outside normal management and maintenance,
 - 20 increase in the number of shares or association of shares with dwellings previously intended for letting, cf. section 3-2, second paragraph of the Housing Cooperative Act, or sell/purchase real property,
 - 30 raising of loans to be secured by mortgages at a higher priority than the deposits,
 - 40 other legal dispositions of real property that fall outside normal management,
 - 50 other measures that fall outside normal management when the measure results in financial liability or outlays for the cooperative of more than five per cent of the annual joint costs.

Legal representation and authorisations

Two board members shall represent the cooperative together and both must sign in the cooperative's name.

90 The general meeting

Authority

The general meeting has the highest authority in the cooperative.

The time for the general meeting

- (10) The ordinary general meeting must be conducted once a year before the end of June.

(20 Extraordinary general meetings must be conducted when the board considers this necessary, or when the auditor or at least two members together have at least on tenth of the votes demand a meeting and state the cases they want to discuss.

The notice of and summons to the general meeting

(10 Beside the ordinary general meeting the board must also notify the members about the date for the meeting and about the deadlines for submitting cases that the members want to discuss.

(20 The board will summon participants to the general meeting in writing with at least eight days warning but not more than twenty days. Summoning participants to an extraordinary general meeting can be done if necessary and with a shorter notification, which in any case must be at least three days. In both cases the cooperative building association must be notified in writing.

(30 The matters to be dealt with at the meeting shall be clearly stated in the notice. If a proposal must be adopted by at least a two-thirds majority pursuant to statute or to the bylaws, the main content must be included in the notice. Matters that a member wishes to raise at the ordinary general meeting shall be stated in the notice when a request to this effect is received by the board before the final date for submission of matters pursuant to item 9-3 (1) of the Bye-laws.

Matters the general meeting shall and may deal with at the ordinary general meeting

- Approval of the annual report by the board
- Approval of the annual accounts
- Electing board members and deputy board members
- Selecting an auditor
- Setting the board's remuneration
- Other cases not mentioned in the summons
- Selecting the delegates to the general meeting at the *Kongsberg Boligbyggelag* (KBBL, the Kongsberg cooperative building association)

Chairing the meeting and keeping of minutes

The general meeting shall be chaired by the chairperson of the board unless the general meeting elects another chairperson, who need not be a member. The chairperson of the meeting shall ensure that minutes are kept of all matters dealt with at the general meeting and all decisions made there.

The right to vote and authorisations/competence

Each member has one vote at the general meeting. A member may also vote on behalf of another member. But no one may act on behalf of more than one member. A share jointly held by two or more members shall only give the right to a single vote.

Decisions by the general meeting

(10 Besides cases mentioned in Item 9-4 of the Bye-laws, the general meeting may not make a decision in any cases other than those that were listed on the summons to the general meeting.

(20 With the exceptions stated in the Housing Cooperative Act or the Bye-laws, all decisions made by the general meeting must be made by a majority vote of more than half of all votes. For elections the general meeting may decide in advance whether the person who gets the most votes will be considered elected or not.

(30 When votes are tied, matters shall be decided by drawing lots.

100 Legal competence, duty of confidentiality and minority protections

Competence

A board member may not participate in a decision regarding a question where the member is himself or where one of his close family members has a personal or economic interest in the vote.

No-one may himself or by proxy or as a proxy for another member vote at the general meeting on an agreement with himself or close relatives or concerning his liability or that of close relatives in relation to the cooperative. The same applies to voting on a sale order or demand for eviction pursuant to §§ 5-22 and 5-23 of the Housing Cooperative Act.

Duty of confidentiality

Elected representatives, the business manager and employees of the housing cooperative are obligated to comply with rules for confidentiality regarding private or personal information about other persons at the cooperative or organization. This does not apply if there is no justified interest that would require confidentiality.

Minority protections

The general meeting, board members and the business manager cannot make any decision that provides advantages to certain members or others than what would be reasonable to protect the rights of other members of the cooperative or that would harm the members or the cooperative.

110 Modifications to the Bye-laws and issues related to housing cooperative legislation

Changes to bye-laws

(10) Modifications to the housing cooperative's bye-laws can only be decided by the general meeting and with a two-third majority of all votes.

(20) The following modifications to the bye-laws cannot be made without consent from the cooperative building association; cf. § 7-12 of the Housing Cooperative Act:

- the conditions for becoming a member/shareholder in the housing cooperative
- provisions regarding the right of pre-emption to a share in the housing cooperative
- this provision regarding approval to modify a bye-law

Issues related to housing cooperative legislation

To the extent not otherwise stated in the bye-laws, the rules laid down in the Act concerning Housing Cooperatives of 06.06.2003 no. 39 apply; cf. the Act concerning Cooperative Building Associations of the same date.

Parking Rules

Furumoen Housing Cooperative

These rules apply to the entire area surrounding the Furumoen Housing Cooperative.

1. On public roads; Sidensvansen and Tertitten are subject to general parking rules with their point of departure in the Road Traffic Act and regulations concerning road signs.

2. Courtyards and area alongside the individual apartments may be used by the adjoining apartment.

3. The space alongside the public outdoor recreation area at Sidensvansen 15 a, as well as other common areas around the housing cooperative's property, are used for guest parking only.

4. Cars that have had the license plate removed may be parked on roadside or on one's courtyard for a very short period of time. Cars without license plates must be kept inside the garage to avoid towing by the authorities. The board has the housing cooperative's authorisation to tow away cars at the car owner's expense.

5. Trailers, caravans etc. shall be placed in common parking at Fløterveien. For practical reasons, they can be placed at the Shareholder's entrance in a period of three -3- days, or longer in agreement with the Board. Examples of such occasions is the rehabilitation / renovation of apartment, preparing for vacation, etc.

Decisions made by the general meeting on 9 April 2008, last changed on 17 March 2015