

G É R A N C E

Agence Immobilière



Villars - Switzerland

Maison fondée en 1969

S E R V I C E



OWNERSHIP **B**Y **F**LOOR

Rules of administration and utilisation

Chapter 1Objects and limitation of the law

Article 1 The ownership by floor in the building, object of the present, is governed
 Legal basis by these regulations of administration and use and by articles no. 712 a to 712 t of the Civil Code of Switzerland. (CCS/SCC)

Article 2 These regulations are mentioned in the land registry of the district of...

Compulsory

obligation

It is compulsory for all co-proprietors, their beneficiaries as well as their assignees.

The purchase of a unit (part) obliges the owner to accept these legal rules and regulations.

Article 3 The objects of these regulations are the lands and houses as designated in

Designation the Registry of the survey of lands of the Municipality of ...

Chapter IIParts of co-proprietorship or lots

Article 4 The building is divided into parts of co-proprietorship called lots or quotas,
 Quotas numbered as indicated in the enclosed table which is an integral part of this
 (quotes-parts) legal act.

The quotas are expressed in thousands of the value of the lands and houses; they appear in the said annexed table.

Each lot of the co-proprietorship comprises:

- a right of free disposition of the private parts, within the limits of the law and these regulations;
- the collective right to the common parts.

The premises are outlined in conformity with the plan deposited in the Land Registry Office and which is an integral part of the constitutional act.

Article 5 The quotas of the co-proprietorship fixed before or during construction of the

Rectification building shall be verified after and if necessary, rectified on completion of the work.

Chapter IIIDistinction between the private areas and the communal areas

Article 6 Are especially private areas, for the exclusive use of the co-proprietor

Private areas

- the premises comprised in each lot, as well as their eventual annexes, marked on the annexed table;
- the walls and internal brick partitions on the premises excepting those foreseen in the communal areas;
- all the covering of floors, ceilings and walls including the material for insulation;
- the interior woodwork with the doors and cupboards including the door or doors on landings or stairs;
- the windows, glass doors, blinds and shutters and their fixtures;
- wings and their mechanisms;
- sanitary installations and the taps;
- the electrical installations, such for radios, for television and for telephone with the conduits where they apply, but only in the interior of the lot;
- the interior pipes and their connections, with the exception of the mains;
- central heating radiators;
- the fire places in the apartment and their outlets;
- and, in summary, everything which is in the interior of the premises and all that which can be annulled or modified without compromising the existence, solidness or the structure of the building, without damaging communal areas, works or installations, without modifying the exterior aspect, without restricting the rights of the other co-proprietors.

The present designation is only a declaration in general and not limited.

Article 7 Are communal areas for common usage by all the co-proprietors:

Communal

- all the real property (land and houses);

- areas
- the walls, fences, grillwork and gates which enclose the property;
 - the places, access, lawns and gardens;
 - the trees, plantations, play areas, basins and miscellaneous ornaments;
 - the foundations of the building;
 - the retaining walls, supports and separation of the lots;
 - the facades with their coverings on their floors;
 - the roof timbers;
 - the windows and glazing of the communal parts;
 - tin-ware, gutters and downpipes;
 - the entrance hall and front door of the building, the stairs, stair wells landings and their fittings (letter boxes, etc.);
 - the passages, corridors and doors of the communal areas;
 - the services areas, notably: heating, laundry, etc. together with their installations and accessories;
 - the oil tank or oil tanks;
 - bomb shelters and accessories;
 - eventual elevator;
 - water pipes, heating pipes; conduits and installations for electricity or gas,
 - telephone, radio, television, to the point where they connect in direction to private premises;
 - garbage and garbage chutes, rooms and accessories;
 - access doors to service areas and communal areas;
 - shaftings, encasements, conduits, shafts and general chimneys in the building;
 - pipes for drains, used water and from the roof.

This list is purely declarative and not complete:

Chapter IV

Use and enjoyment of private premises and of communal areas

Article 8A - Private areas

In general

Each co-proprietor enjoys and disposes freely the premises on which he exercises an exclusive right of possession and administration and manages them according to his wishes, on condition he does not damage the rights of other co-proprietors and to the interest of the community and according to the following conditions:

a) absences:

In the case of absence, the owner takes all proper dispositions necessary to avoid that nothing happens from his fault or negligence on his premises or elsewhere in the building, from damage (freezing leaking water or gas, fire explosion, blocking pipes, garbage, falling objects left on window sills or balconies, etc.).

He leaves a key with a neighbour or the caretaker and informs the latter or the administrator. If access to private apartments is indispensable to the security of the building and its occupants, the administrator is authorised to enter the apartment. In such a case the owner should be notified as quickly as possible.

b) animals:

The keeping of dogs, cats and other animals is permitted on condition they do not disturb other co-proprietors. The co-proprietors will avoid attracting pigeons, sea gulls and other animals who soil and damage the buildings.

Article 9 Other stipulated provisions:

In particular

a) modifications and works:

Each co-proprietor can modify at will the interior of his lot, but in the case of piercing partitions this work must be done at his own expense under the direction of an architect or an engineer, designated by the administrator. He must take all necessary measures to not damage the solidness of the structure. The reparations of all damages caused by any modification is his responsibility.

b) noise - trepidation's - odours and smoke:

Use of radios and other things as well as musical instruments is authorised under reservation with respect to observance of local city and police regulations and also that the resulting noise does not disturb the neighbours.

All noise or disturbance at night of what ever nature even though it takes place inside the private premises, disturbing the peace and quiet of the occupants is formally forbidden.

As well as in the apartments as in other locations it is forbidden to carry on an activity disturbing the other owners or to cause them harm, as for example to provoke a noise or trepidation or to spread odours or smoke which might disturb them.

c) antennae:

If a radio or television antenna is installed on the roof, it is connected to each apartment. Private antennae installed outside are not allowed.

d) signs:

No sign in writing or otherwise can be placed on the facade of the building without written permission of the administrator.

e) maintenance:

The co-proprietor must maintain at his own expense his premises in a way which assures the solidness, hygiene and security of the building.

To avoid leaks and vibrations in the pipes, the taps should be maintained in good order and repairs done immediately.

f) windows and balconies:

Washing must not be hung out from windows and balconies. Nothing can be placed on window sills or balconies; flower vases should be fixed in water proof containers preventing overflow, to not deteriorate the walls or inconvenience the neighbours or passers-by.

It is forbidden to throw anything out of windows or balconies or shake carpets, mats, brushes, brooms, rags etc. in the stairs, at windows or from balconies.

g) frost damage:

The co-proprietors must take all measure to prevent freezing of installations both inside and outside.

h) harmony and aesthetics of the building:

The front doors of the apartments, windows, venetian shutters, railings, ramps and railings of the balconies and windows, even the paint, and in a general way all that contributes to the harmony of the building must not be modified, even though it constitutes a private property, without the consent of the administrator and with respect to quorums fixed by the present act or by the law.

i) chimney sweeping:

The chimneys and apparatus they serve should be cleaned as laid down by local custom.

The use of oil-heaters is strictly forbidden.

Each owner is responsible for all damages occasioned in the building by a chimney fire which breaks out in his apartment.

j) repairs - access by repairmen:

The co-proprietors are required to permit, without indemnity, the execution of the repairs which become necessary to communal things, regardless of the time and if need be permit access by architects, contractors, workers, formen in charge of doing this work.

k) responsibilities:

Each co-proprietor has a responsibility towards other owners for damages caused by him or by his negligence, or by one of his tenants or by some possession for which he is legally responsible.

l) overloading of floors:

No object can be placed or stored on the floor which exceeds the established loading in order not to compromise the solidness of the floors, walls or to crack the ceiling.

m) terraces:

The co-proprietors who benefit from exclusive enjoyment of a terrace should maintain it in proper order. They are personally responsible for all damages, cracks, leaks, etc. arising from the fact, directly or indirectly, of having arrangements, plantations and installations.

They undertake all costs of repair which appear necessary.
In case of omission the work can be ordered by the administrator at the owners expense.
Only important work resulting from normal attrition is the responsibility of the co-proprietors.
n) tent awning and mats:
Installing tent awning and mats is obligatory by each co-proprietor at his own cost. The colour and quality are fixed by the administrator. This should be maintained in good shape at the cost of each co-proprietor.

Article 10
Purpose

The lots can only be used for the purpose intended.
Any change of use should be previously accepted by two thirds of the co-proprietors and with respect to legal dispositions in force.
B - Communal areas

Article 11
In general

Each owner puts the communal property to their proper use and according to the needs derived from the normal enjoyment of this lot, but in a way compatible with the rights of other co-proprietors and in the interests of the community.
Each co-proprietor is held responsible to inform the administrator or the other co-proprietors of all damages caused to common property of which he has knowledge.

Article 12
In particular

Other stipulated provisions:
a) elevator:
If there is an elevator, it is reserved exclusively to transport persons, excluding children not accompanied by an adult. Deterioration by other uses is at the expense of the person causing the harm.
b) laundry room - drying room:
The co-proprietors use the laundry room and drying room on fixed days; they should observe the posted regulations. The energy consumed by all the machines, maintenance, depreciation and hot water utilised are at the expense of the co-proprietors.
c) heating:
The administrator decides when to turn on and when to turn off the heating, following, as far as possible, the desires expressed by the co-proprietors
d) caretaker:
This service, if it exists, is performed by a caretaker, who is chosen by the administrator and hired by contract. The contract should foresee the duties incumbent on the caretaker. Maintenance work, cleaning and gardening can eventually be assigned to companies specialised who then do the work under the control of the caretaker.
e) storage:
no co-proprietor can obstruct, even temporarily, the communal areas, especially the entrance hall, the stairs, the landings, the corridors of cellars, to use them for personal ends or to store whatever it is other than their normal usage.
f) garbage bin:
If there exists a garbage bin, all things thrown in should be wrapped up. It is forbidden to throw in liquids, boxes, bottles, hot ashes, etc.
The co-proprietors must put in the appropriate place boxes and papers, bottles, flowers and, in general, any object which can obstruct the garbage bin.
g) various damages:
Damages caused to communal areas and installations by a co-proprietor, his employees, his visitors, his tenant or any occupant on his premises are repaired at his expense.
h) gardens and parking places:
Only important work resulting from normal attrition is to be charged to the community. The co-proprietors who benefit from exclusive use of gardens or parking places should always have them perfectly clean and free of all rubbish that causes harm to the building or its surroundings.

expense In case of omission the necessary work can be ordered by the administrator at their

i) servitude's:

The co-proprietors should respect all the servitude's which encumber the property.

j) parking:

Prolonged and regular parking of vehicles is forbidden on the property except in reserved places.

Chapter V

Communal charges and expenses

Article 13 Definition - division The definition of communal charges and expenses and their division between the co-proprietors are the same as in the law except as to contrary disposition in these regulations.

Article 14 Contributions Each co-proprietor must pay the administrator or to the bank account of the community within the first 13 days of each civil trimester an advance on his contribution to the communal charges. These advances are fixed each year by an assembly of all co-proprietors. The balance owing from the previous period is due within 30 days from the approbation of accounts by assembly. If there is credit balance, it can be posted to the account against the next payment.
The co-proprietors who do not pay their contribution in the time allowed are liable to a penalty of 5%. In addition, the administrator by virtue of article 712 i, paragraph 2, of the Swiss Civil Code, can visualise the registration of a mortgage on the part of the co-proprietor in debit. The community has also, by virtue of article 712 k of the SCC a right of retention of the furniture on the premises of the latter.

Article 15 Charges Communal charges and expenses comprise in particular:
a) The expenses necessitated of current up-keep by repairs and reparations of communal areas of the lands and buildings as well as communal works and installations.
b) general administration expenses as well as the indemnity paid to the administrator;
c) the cost of caretaker, cold water, electricity of common areas and in the park;
d) municipal rates and taxes to be paid by all co-proprietors;
e) collective insurance premiums, especially those against fire and other damages to the building, civil responsibility and water damage, caretaker accidents.

Article 16 Heating Cost of central heating, especially the cost of combustibles and expenses of maintenance of the installation, is divided between the co-proprietors according to the cubic measure heated in each lot, conforming to the custom in apartment buildings. An annual account is thus established.

Article 17 Hot water The cost of hot water, cost of maintenance of the installations included, is divided between the co-proprietors according to the cubic measure heated or - if there are individual meters - by the consumption. An annual account is thus established.

Article 18 Insurance's The co-proprietors are obliged to insure the building against water damage, glass breakage, civil responsibility and caretaker accidents. The administrator is responsible for obtaining these insurance's in the name of the community. In spite of that, it is recommended to the co-proprietors to obtain for themselves a civil responsibility household insurance as well as an additional water damage insurance for their furniture. Also it is to be remembered that in the Canton de Vaud a fire insurance for household effects is compulsory.

Article 19 Funds for Renovation A fund for renovation is created to assure payment for important maintenance and renovation work to the building. It is funded by an annual contribution fixed by the assembly and obligatory for each co-proprietor as well as by the proceeds of the rentals from the communal facilities. The assembly of co-proprietors will decide the investment and use of the equivalent of these funds.

Chapter VI

Organisation

Article 20 Organisation of community The organisation of the community consists of:
A) Assembly of co-proprietors
B) Administrator
C) Control

Article 21 Competence	<p><u>A) The assembly of co-proprietors:</u> The assembly of co-proprietors is the supreme authority. It makes laws concerning the acts of the administration which, together with the law and the present regulations, interest all co-proprietors and does not relieve the administrator or members individually.</p>
Article 22 Reunion - presidency	The assembly meets at least once a year within 6 months following the annual closing of the books. It is presided over by the administrator if nothing else has been decided.
Article 23 Convocations Com- munications	<p>The assembly is convened by the administrator ten days in advance by registered letter to each co-proprietor. The subjects to be discussed are mentioned in the letter. Individual proposals should be addressed to the administrator at least 5 days before the assembly. The assembly should be convened on written demand by the co-proprietors disposing of one fifth of the parts.</p> <p>All the co-proprietors can, if there is no opposition, hold an assembly without observing the rules laid down for the convocation. As long as the co-proprietors are all present or represented the assembly has the right to deliberate and decree validly on all the things which come under its jurisdiction.</p> <p>Each co-proprietor should communicate the address of his residence to the administrator. All communication or convocation made to this address is known to be valid.</p>
Article 24 Official Report	The decisions constitute an official report. The secretary who is not necessarily a co-proprietor is designated by the assembly.
Article 25 The right to vote	<p>When several persons are proprietors in common of a lot, they have only vote corresponding a to the amount of their quotas and express it by one representative. The co-proprietor owning several lots can claim only one vote. Nevertheless to calculate the qualified majority it will be taken into account the sum of the thousandths of co-propriety which represents his lots. Any decision of the assembly can be replaced by a written agreement of all the co-proprietors. The administrator, not a co-proprietor, has only a consultative voice.</p>
Article 26 Re- presentation	The co-proprietors can be represented by another person by means of a written power of attorney.
Article 27 Quorum	<p>The assembly of the co-proprietors can deliberate validly if one half of all the co-proprietors, but at least 2, representing moreover at least one half of the value of the parts are present or are represented. If the assembly does not attain the quorum, a second assembly is convened, which can be held at the earliest 10 days after the first.</p> <p>The new assembly can deliberate validly if one third of all the co-proprietors, but 2 at least, are present or represented. If it is not possible to hold an assembly able to take decisions each one of the co-proprietors and the administrator can ask the judge tribunal to arrange for the necessary administration acts.</p>
Article 28 Majorities	The legal quorum having been attained, the assembly makes its decisions of the majority of the co-proprietors present or represented. In the case of an equal vote the decision of the co-proprietors of which the united parts represent the highest number of thousandths win the vote. In reserve the dispositions of the law or regulation requiring another kind of majority (simple majority, absolute majority, unanimity).
Article 29 Simple majority	<p>The simple majority of the co-proprietors present or represented can validly decree in the following cases:</p> <ol style="list-style-type: none"> a) regulate administrative affairs which are outside the sphere of the administrator, art. 647 b SCC being reserved; b) to name and dismiss the administrator as well as to set his salary, article 647 b SCC being reserved; c) designate eventually a committee or a delegate authorised to represent the co-proprietors to the administrator; d) approve each year the estimate of annual costs, the accounts and the allocation of costs between the co-proprietors; e) set the annual contribution of the fund for renovations;

- f) discharge the administrator;
- h) authorise the administrator to sustain a lawsuit in an area relevant to his jurisdiction (article 712 t, al. 2 SCC);
- i) authorise the administrator to rent or to have rented the communal areas that can be rented;
- j) designate eventually a controller (controllers).

Article 30
Absolute

The majority of all the co-proprietors is necessary for:

- a) maintenance work, repairs and reparations necessary to maintain the majority value and utility of the thing (art. 647 c SCC);
- b) authority to bring a action against a co-proprietor in order to exclude him (art. 649 b al. 2 SCC);
- c) require a registration of a legal mortgage (art. 712 i, al. 2 SCC).

Article 31
Double majority or qualified majority

The majority of all the co-proprietors, representing also more than half of the value of the parts, is necessary for:

- a) additions and modifications to the present regulation (article 712 g, al. 3 SCC) except for those foreseen in article 712 g, al. 2 CCS;
- b) important administration acts (art. 647 b SCC);
- c) the work of reparation and transformation destined to increase the value of the thing or to improve its benefit or its utility (article 647 d SCC). The modifications having the effect of disturbing, especially and for a long time, a co-proprietor the use and enjoyment of the thing according to its actual use or compromising the benefit cannot be done without his consent. If the modifications cause an expense to one of the co-proprietors which cannot be imposed on him, because they are disproportionate to the value of his part, they cannot be done without his consent only if the other co-proprietors take over his part of the costs, so far they exceed the amount which can be asked of him.

Article 32
Unanimity

The consent of all the co-proprietors is necessary for:

- a) the construction work destined exclusively to embellish the thing, to improve its aspect or to render the use simpler (article 647 e SCC). If this work is decided by the majority of all the co-proprietors, representing more over, their parts united, more than half the thing, it can also be done in spite of the opposition of a co-proprietor whose right of usage and enjoyment isn't upset for a long time, provided that the other co-proprietors indemnify the temporary scope of this right and take over his part of the expenses.
- b) the alienation's, constituting the real property rights or changes in the destiny of the thing (art. 648, al. 2 SCC). If parts of the co-propriety are encumbered by liens or property charges, the co-proprietors cannot place their own mortgage on it;
- c) modifications of the regulations concerning the competence to undertake administration acts and for construction work. (art. 712 g, al. 1 et 2 SCC).

B) The administration:

Article 33
Election

The assembly elects the administrator for one year or more. The administrator can be a co-proprietor or third person. He is reeligible. The administrator can be dismissed at any time by the assembly with the reservation of eventual indemnification.

Article 34
Prerogatives

The administrator has especially the following prerogatives:

- a) he executes all the common acts of administration, conforming with the dispositions of the law and the present regulation as well as the decisions of the assembly of proprietors;
- b) he establishes eventually a list of house rules;
- c) he takes all urgent measures necessary to prevent or repair damages or to stop any trouble;
- d) to have executed the maintenance work and current reparations
- e) he divides the common charges and expenses between the co-proprietors, sends out the bills, collects their contributions, manages and utilises correctly the funds renovation;
- f) he must invest carefully the funds from contributions paid in by the co-proprietors, he uses a bank account for the transfer of fonds of the community and places the equivalent of the fund of renovation into gilt-edged securities.
- g) he assures the payment of rates included in the communal charges, insurance premiums charged to the community, the salary of the caretaker, contributions of water and

electricity for common use, the combustibles, reparations of the communal parts and maintenance expenses of all these.

h) He chooses and dismisses the caretaker and gives him orders; he sets his salary;

i) he watches over the good functioning of the heating and hot water;

j) he keeps the accounts and keeps track of investments, registers and all useful documents;

k) he presents a management report and the accounts of the community at the assembly of the co-proprietors, if the assembly of the co-proprietors;

l) he instructs the co-proprietors, if they ask, on questions of common interest and allows them to consult the accounts and files with respect to the administration of the building;

m) he convenes the assembly each time he thinks necessary or at the request of the co-proprietors;

n) he must obtain insurance against fire and other damages, water damages for the entire building (including the properties by floor), civil responsibility of the co-propriety and professional accidents of the caretaker, in executing the decisions of the assembly.

o) he makes sure that the law, the present regulation and the eventual house regulation and the eventual house regulation are observed in the execution of exclusive rights, and it the utilisation of common areas and installations of the land and buildings;

p) he pursues in the name of the community the co-proprietor who does not pay his quota of the common charges, the cost of maintenance and reparation and the fund for repairs;

q) he require the registration of a legal mortgage on the part of the co-proprietor who has not paid his communal charges and exercises the legal right of retention on the furniture in the apartment of this co-proprietor;

r) to rent or to have rented the communal areas that can be rented.

Article 35
Represent-
ation

The administrator represents the community and the co-proprietors to third parties for all the things which pertain to the common administration and which enter in his legal prerogatives.
Except for summary jurisdiction, the administrator cannot enter in law as plaintiff or defendant without previous authorisation of the assembly of co-proprietors, except in case of emergency for which authorisation can be asked for at a later date.

Article 36
Notification

The declarations, summaries, judgements and decisions intended for the coproprietors can be sent legally to the administrator, at his house or on the site of the thing.

Article 37
Designation

C) The Control:
The assembly of the co-proprietors can designate one or more than one controller of the accounts and of the management of the administrator. An auditor can be put in charge of this control.

Chapter VII

Constitution of real property rights - Transfer of parts

Article 38
Transfer, use,
right of occu-
pancy

The present regulation concerns people who acquire parts and usufructuaries and those who have the benefit of the right of occupancy.
The assignee is hold together with the vendor for the payment of common contribution of the current year.
The co-proprietor who alienates his lot or who grants a right of use and enjoyment or a right of occupancy should advise the administrator within 8 days by registered letter.

Article 39
Right of
pre-emption

The co-proprietors do not have the right of pre-emption against a third person who wants to buy a part.

Article 40
mortgage

Every co-proprietor has the possibility to mortgage his own part.

Chapter VIII

Exclusion

Article 41
Exclusion

A co-proprietor can be excluded from the community if he seriously violates and in a repeated way his obligations to it, or if he himself, the persons to whom he has permitted the use of his premises of which he is responsible, behave with respect to the co-proprietors or inhabitants of other lots in a way such that one would not be able to impose on these to remain in the community.

Article 42
Reasons

Exclusion can be imposed especially for the following reasons:

- a) if the co-proprietor seriously violates in a continuous manner his obligation of maintenance, to maintain in good repair his premises, in such a way that the architecture or the aspect of the building suffers;
- b) If he opposes resolutely to work of restoration and renovation of common areas which are located on his premises;
- c) if he makes transformations in the communal areas harmful to the community or to certain co-proprietors and opposes putting back in good condition these areas or refuses to repair the damages;
- d) if he or people responsible to him make it impossible by their behaviour to have a communal life with the neighbours, conforming to the usual customs;
- e) if he does not follow repeated orders of the administrator to send away some persons he has given permission to use his premises or to certain ones among them whose behaviour is unwanted.

Article 43
Procedure

Exclusion is pronounced by a judge in form of the ordinary procedure. The demand should be decided by the absolute majority of all the co-proprietors without considering the vote of the person who is to be excluded.

Chapter IX

Clause stipulating arbitration

Article 44

The co-proprietors, the community as it is and the administrator shall submit to an arbitration tribunal of 3 members, without recourses, the litigations which arise among them concerning the application of the present regulations as far as compulsory legal dispositions do not refer these litigations to the jurisdiction of ordinary tribunals. Each of the parties will choose a referee; the third shall be chosen by the 2 referees and, in case of disagreement, by the president of the tribunal of the district, being the place where the building is situated.

The dispositions for arbitration in Code of civil procedures of the Canton de Vaud are applicable.

Chapter X

Choice of domicile and miscellaneous

Article 45
Place of
arbitration

The co-proprietors, those having the legal right of occupancy (beneficiaries) and assignees and the administrator mutually agree that the domicile for the act of assignment and legal jurisdiction to be the office of the Tribunal in the district where the building is situated.

Article 46
Miscellaneous

In cases which are not specifically covered in the present regulations, the Swiss Civil Code and Swiss law in general are applicable.

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