



Articles of association for Heggedalsmarka homeowners' association

§1 NAME AND PURPOSE

- a. Heggedalsmarka homeowners' association consists of owners of homes based on the parcels 267, 268, 269, 270, 271, 272, 273 and 274 in Asker, which amounts to 197 housing units.
- b. The association's purpose is to own, manage and maintain the parts of the property that are regulated as a private common area, private roads, parking spaces, garages, and common assets. The association shall work for the homeowners' common interests stated in these articles of association and which follow from resolutions at the general meeting.

§2 RIGHTS AND RESPONSIBILITIES

All owners of housing as specified in paragraph 1, always have the right and duty to membership in the Homeowners' Association and have a duty to comply with the articles of association that apply to it. Homeowners have an equal right to use common areas.

§3 DISTRIBUTION OF COSTS

The association's expenses are distributed in equal parts to each member, except for horizontally divided homes. For horizontally divided dwellings, joint insurance is distributed to the affected units in addition to an equal part of other common costs.

The general meeting determines a membership fee which is paid in advance, three times a year by the individual member. The association's receivable is always secured by a mortgage on the members' property (NOK 20,000).

§4 THE GENERAL MEETING

- a. The highest authority in the Homeowners' Association is exercised by the general meeting.

- b. The Annual General Meeting is held annually and by the end of April. Notice shall be given in writing with at least three weeks' notice. Matters that are to be considered at the annual general meeting must be received by the board two weeks before the scheduled general meeting.
- c. Extraordinary general meetings may be scheduled by the board or when at least one of the members so requests in writing. Notice must be given with at least eight days' notice and with an indication of which cases are to be processed.
- d. Decisions at the general meeting are normally made by a simple majority of votes, among those present. In the event of a tie, the chairman has a double vote. Each housing unit has one vote. It is possible to meet with a written power of attorney. Each housing unit can have a maximum of three powers of attorney, in addition to its own vote. Decisions that involve financial expenses more than the contingent of more than 2000, - pr. households (as a lump sum or per year) shall be affected by a 2/3 majority.
- e. Matters to be considered at the Annual General Meeting:
 - 1. Constitution
 - 2. Annual report from the board
 - 3. Accounting, use of profit / coverage of losses and budget
 - 4. Issues of discharge
 - 5. Determination of contingent or board fees
 - 6. Election of board and auditor
 - 7. Received cases

§5 THE BOARD

- a. The homeowners' association is led by a board consisting of a minimum of 4 members, and a maximum of 5 members. The general meeting elects the chairman and other board members. The board constitutes itself regarding the division of roles and tasks. The term of office is 2 years, but re-election may take place. To ensure continuity in the board's work, the chairman and finance manager shall not stand for election in the same year.
- b. The leadership role shall be held by one of the Homeowners' Association's members. It is not possible to leave this role to anyone other than members of the homeowners' association. To ensure that the leadership role is taken care of if the sitting leader does not have the opportunity to continue, the board shall primarily try to find a new chairman among the homeowners' association's members. If this is not possible, one of the current board representatives must step in, preferably not the finance manager.

- c. The board has a quorum when at least half of the board is present. Decisions within the board are made by a simple majority of votes.
- d. The board is authorized to act on behalf of all homeowners in all matters that are part of the association's purpose, however, bound by resolutions at the general meeting. The board can hire a business manager.
- e. The chairman and a board member jointly sign the association's company (signature). The board can provide a power of attorney.
- f. The board shall ensure proper business management and accounting. The accounts must be audited at least once a year.
- g. Annual accounts and budget must be sent to the members within 8 days before the annual general meeting.
- h. The members of the board are remunerated equally, except for the chairman of the board who receives 1.5 times the fee as for an ordinary board member.
- i. Retiring board members make up next year's nomination committee, which has the task of finding new board members.

§6 GARAGES AND GARAGE FACILITIES

- a. All garages are the property of the homeowners' association.
- b. All homeowners in the homeowners' association have the right to dispose of / use a garage or garage space.
- c. Everyone is required to use the garage for parking a car / vehicle. If they dispose of this.
- d. The board has the right to intervene, if there is a suspicion that the garage space is being used unjustifiably, or in violation of §6 c.

- e. Those who have garage space with their own door must keep it closed and locked.

- f. Variable costs for electricity consumption and grid rent are charged with the current electricity prices, stated on the association's website. Charging in garages outside the association's charging system is not permitted. In the event of a breach of §6 f, the board will have the right to intervene and disconnect power outlets in the garage in question.

- g. In the event of a need for maintenance of garages, the homeowner is obliged to give the board (or the person the board authorizes) access to the garage. During maintenance work and installations on the electrical system, a lack of access could lead to a disconnection of the power supply in the garage in question.

- h. Costs because of violation of §6 (f and g), e.g. costs for an electrician, locksmith, maintenance company, etc., will be re-invoiced directly to the homeowner who disposes of the garage.

§7 MAINTENANCE OF THE GARAGES

- a. The homeowners' association is responsible for all maintenance on the garages' and garage facility's external facade and common structure.

- b. Homeowners are responsible for general maintenance of their garage or garage space, including the garage door, lamp and may be held liable for maintenance costs, if there is irresponsible or negligent use of the garage.

- c. The board has the right to initiate maintenance work on garage units at the expense of the respective homeowners if the necessary maintenance has not been carried out within 14 days after the second notice.

- d. If the homeowner does not meet the board's requirements and / or does not cover the costs of maintenance, the board can take over the right of disposal for the garage in question and rent it out. The right of disposition can be regained by paying the mentioned costs, as well as a fee of NOK 1000, -. When selling a housing unit, the claim against the new owner is continued.

§8 RENTAL OF GARAGES

Subletting of allocated garage space to members of the homeowners' association is permitted. Expenses, risk, and practical handling of such subletting are borne by each sub-tenant. The sub-tenant

can determine the rent himself. Sublease ceases the moment the house is sold or rented out. The sub-tenant is responsible for information about such matters to the tenant. If garage spaces are not used for the purpose, cf. §6 c, the board may issue an order that the garage space shall be used for the purpose. If the order is not followed, the board will according to §6 d, intervene and design a sublease agreement so that the garage space can be rented out at market price (the board's rates). Allocation of garage space will then take place according to §9.

§9 RENTAL GARAGE SPACES

The board rents out the homeowners' association's available garages / garage spaces at the current market price. Allocation takes place from a publicly published waiting list. The place can be rented for as long as you want, provided a member of the homeowners' association. Waiting list is on hegedalsmarka.no.

§ 10 LONG-TERM PARKING AND PARKING OF OTHER VEHICLES

Long-term parking of cars, as well as parking of trailers, storage of cars / vehicles without a valid license plates cannot take place in the Homeowners' Association's parking lots or areas. The board can request towing of such cars and trailers, 14 days after written notice of towing has been given. For cars / trailers where the owner cannot be identified (typically cars without license plates), notice will be given with a note on these. Towing of cars is at the owner's expense and risk.

§11 PARKING PROHIBITED ZONES

- a. The main purpose of the parking ban is to limit driving inside the field to a minimum, to ensure safe traffic for the residents.
- b. Marklundveien, Heggedalsmarka, Heggedalskogen, H. Stordalens vei and Marie Lilleseths vei is parking prohibited zones. On the stretches of the mentioned roads where there are houses, as well as on the stretches of roads that are only transport routes to houses in the Homeowners' Association. This applies to both residents and guests.
- c. Guests must be directed to the guest car parks. It is the recipient of the visit who is responsible for informing and ensuring that guests park where they are going.
- d. Parking on one's own property is not permitted, as all residential properties in the homeowners' association are regulated for residential purposes and not for parking. This applies even if you have built up a parking space on your own property off the road.

- e. Charging with an extension cable at your own home is not permitted, as this violates the parking regulations and can lead to a fire hazard.

- f. In the event of a violation of the parking regulations, the board shall send notice with an order that the housing unit in question complies with the articles of association. After a second notice, the board may request towing of the vehicle at the owner's expense and risk.

§12 AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Additions and amendments to these articles of association may be made by resolution of the general meeting. The notice shall state the planned changes. For amendments to the articles of association, a 2/3 majority is required among those present.

§13 OTHER MATTERS

For matters not mentioned in these articles of association, the ordinary law, the Act on Co-ownership of 18.06.1965, Asker Municipality's zoning plan and Asker Municipality's provisions that apply to the separated parcels 06.06.1978 apply.