



ARTICLES OF ASSOCIATION
FOR
OWNER'S ASSOCIATION "BIRKEGÅRDEN"
CHRISTIANSVEJ 7 - 23
2600 GLOSTRUP

Updated 17 February 2015

ARTICLES OF ASSOCIATION

Name, registered address and purpose:

Section 1.

The Association's name is: Owner's Association "Birkegården", Christiansvej 7-23.

Section 2.

The registered address of the Association is in Greater Copenhagen.

Section 3.

The purpose of the Association is to administrate the property with title No. 7 bl Glostrup town and parish, located at Christiansvej 7 -23, 2600 Glostrup, and to look after the common interests of the members, including ensuring that law and order are maintained in the property, and that the maintenance of the property is always in a defensible condition.

Capital structure of the Association

Section 4.

In the event of any possible prioritisations of the individual freehold flats, each flat owner is separately responsible for all obligations in connection with the prioritisation

The members are severally and jointly liable for the Association's liabilities with respect to administration, shared expenses, etc. The current owner is always liable for any possible debt to the Owner's Association, regardless of whose ownership period during which the debt arose.

For coverage of the Association's expenses, cf. section 3, the members will pay an amount in proportion to the distribution figures stated in the officially registered list. The magnitudes of the payments will be established by the administrator on the basis of an operating budget he has prepared. In the event of large, unforeseen expenses the administrator shall be entitled to collect an extraordinary payment.

The administrator's decisions on the setting of the payments shall be approved by the Board. If the Board declines to approve the administrator's decisions, the issue of the administrator may be brought before a General Meeting.

The ordinary payment will be made monthly or quarterly in advance as per the administrator's decision.

As security for payment of the aforementioned amounts and in general for every claim that the Association might incur against the individual members, including expenses for a member's breach, every member, excepting the original owner of the property (the landowner), will issue an all-moneys mortgage to the Association with a mortgage in the freehold flat. The magnitude of the all-moneys mortgage will be established by the Board at up to DKK 50,000.00 for each issuance of a deed of conveyance for the freehold flat.

The all-moneys mortgage will respect those priorities that were incumbent upon the freehold flat before 28 February 1995.

Members of the Association:

Section 5.

Only owners of freehold flats in the aforementioned property may be admitted as members of the Association. Membership is mandatory and commences on the day when the deed of conveyance for the owner concerned, regardless of whether it is conditional, is submitted for official registration. The previous owner's membership will only first cease once the new owner's deed of conveyance has been officially registered with final effect without any endorsements barring the registration.

Section 6.

Rights and obligations are distributed between the members in proportion to the officially registered specified distribution figures.

Maintenance and good order:

Section 7.

Defensible exterior maintenance will be performed by the Association, whereas the interior maintenance is incumbent upon the individual owners, in which regard it is noted that interior maintenance does not only encompass paperhanging, painting and whitewashing, but also maintenance and renewal of floors, doors and all the equipment of the flat, whereas the Association will provide for the maintenance and renewal of the utilities supplied to the flats and the shared installations, up to their individual branch lines for the individual flats.

The Association may with respect to a General Meeting decision pursuant to the rules concerning amendments to the Articles of Association allow the replacement to be undertaken of all windows and balcony doors for the flats and in the access stairwells to thermal windows.

Section 7.a.

If it is passed that balconies can be established on an individual basis at the expense of the freehold flat owner.

Future maintenance of both the new and old balconies will be at the expense of the individual freehold flat owner, and thus be eliminated from the shared expenses. This also applies for any possible repairs to the masonry that relates to the mounting of the balconies.

Possible curtains. See the rules of order for the colour approved by the Board.

Section 8.

If a flat is grossly neglected, or its neglect would pose a nuisance to the other inhabitants, the Board may demand the requisite maintenance and renovation undertaken within a deadline established for this. The Board's demand is not

accommodated, the Board may renovate the flat at the owner's expense on behalf of the Association, and if necessary seek satisfaction in the Association's mortgage.

Section 9.

The owner, and those persons who are staying in his flat, must closely follow the rules of order established by the Board. If nothing has been adopted, the rules concerning house rules established in the standard lease contracts shall apply.

Pets may only be kept in the flats with the written consent of the Board. Such consent may be withdrawn if the flat owner does not comply with the rules of order concerning such given by the Board. Leasing out of an entire flat or individual rooms in such apart from a single one may only occur with the written consent of the Board and the private mortgagors.

The freehold flat owners may not permit changes, repairs or painting of the property's exterior or to the outer side of the woodwork of the windows to be undertaken or permit signs, advertisements, etc., to be set up without the written consent of the Board.

Section 9.a.

When setting up washing machines and dishwashers, the Association's plumbing installer shall, at the latest 14 days after the work is performed, approve the installation, with the cost of the approval being at the expense of the freehold flat's owner.

Shared hot and cold water systems must in no manner be touched by the freehold flat owners, since the Association's plumbing installer had sole access to opening and closing such.

Breach:

Section 10.

In the event that a member does not pay the amounts mentioned in section 4 or does not in general fulfil their financial obligations to the Association, or grossly neglects their maintenance obligation, both if a member poses serious damage or drawbacks to the Association's activities or to other members or is guilty of circumstances corresponding to those that pursuant to the provisions of the Danish Leasing Act entitle the owner to terminate the tenancy, then the Board may decide that the owner - and in the event that the flat is leased out - the tenant must without delay vacate the flat. If he does not comply with the order to move, then the Board may if possible cause eviction to occur by direct execution, or by the filing of a lawsuit in the lower court with jurisdiction over where the property is located.

Appeal:

Section 11.

The Board's decisions may be appealed by a member or administrator at the first-occurring Ordinary or Extraordinary General Meeting.

The Board's and General Meeting's decisions can be tried before the ordinary courts. The case will be filed with the lower court with the jurisdiction over where the property is located.

Appeals do not have a postponing effect as regards the Board's decisions with respect to section 10 and neither as regards decisions that do not bear postponement.

Administration:

Section 12.

The property's general financial and legal administration are undertaken by an administrator, who is elected by the General Meeting. The administration may however be terminated by each of the parties with 4 - four - months' notice for the first of quarterly month.

In the event there is a gross breach by one of the parties, the aggrieved party is entitled to demand that the situation be brought to an end without notice.

Administrator is duly authorised to act on behalf of the Association in all circumstances concerning its daily operation.

The administrator is entitled at the expense of the Association to use legal and technical support.

The administrator is entitled after proper notice to undertake inspections of the members' flats and may procure access for repairs and the like.

The administrator's remuneration will be established in accordance with customary practices for the administration of freehold flats that are administered by a lawyer or real estate broker, with it being noted however that the lease income that the property could have yielded if leased out normally will be taken as a basis for the remuneration calculation.

Accounts and auditing:

Section 13.

The fiscal year is the calendar year.

The administrator will draw up the annual accounts, which must be available at the latest at the end of the month of February every year.

The Association will engage an auditor to audit the Association's accounts. The audited accounts furnished with the auditor's endorsement must be made available to the members for inspection with the administrator 14 days prior to the Ordinary General Meeting.

General Meeting:

Section 14.

The Association's highest authority is its General Meeting. The Ordinary General Meeting will be held every year before 1 April with 14 days notification as per a written summons to the members.

The General Meeting will select a chairman for the meeting.

The Ordinary General Meeting has the following agenda:

1. The Chairman's report on the prior year.
2. Accounts and auditor's endorsement.
3. Proposals from the Board and the members.
4. Election of the Board.
5. Election of auditor.
6. Election of administrator.
7. Misc.

Section 15.

An Extraordinary General Meeting will be held when a General Meeting or a majority of the Board's members or one-fourth of the Association's members or administrator requests it with the specification of an agenda.

Section 16.

The Association's members, its Board and its representatives and auditor have access to the General Meeting. Only the Association's members have voting rights. Every freehold flat will vote as per the distribution figure's numerator, cf. Section 6.

The General Meeting makes decisions by a simple majority of votes except in instances where a proposal for changes to the Articles of Association or the dissolution of the Association is being voted on.

A proposal for the dissolution of the Association may only be adopted unanimously with the assent of all members.

A proposal for changes to the Articles of Association may only be adopted at a General Meeting where at least two-thirds of the votes are represented and with at least a two-thirds majority.

If at a General Meeting the requisite number of votes according to the aforementioned are not represented, then a new General Meeting shall be summoned with 14 days written notice, which shall be held at the latest 6 weeks after the first General Meeting, and then at this the proposals which had been addressed at the first General Meeting can be adopted with a two-thirds majority, regardless of how many votes are represented.

Voting rights can be exercised by proxy granted to a duly authorised non-member, who by virtue of the proxy granted have access to the General Meeting.

Proposals that are desired to be addressed at the General Meeting must be submitted to the Board's Chairman at the latest 8 - eight - days prior to when the General Meeting is held.

Minutes will be kept of what occurred at the General Meeting, which will be signed by the chairman of the meeting .

Board of Directors:

Section 17.

The Association's daily activities are managed by the Board, which consists of 3 - 5 members who do not need to be members of the Association.

The Board will be elected for 2 years at a time, such that 1-3 members are elected on even-numbered years , and 0-2 members are elected on odd-numbered years, re-election may occur.

As a transition arrangement, if the first election occurs in an even-numbered year, 1-3 members will be elected for 2 years, and 0-2 members for 1 year. And if the first election occurs in an odd-numbered year, 0-2 members will be elected for 2 years, and 1-3 members for 1 year.

The Board will elect its own Chairman and Deputy Chairman.

Decisions will be made by a simple majority of votes, and in the event of a tie the Chairman or in his absence the Deputy Chairman's vote will be determinative.

Minutes will be kept of the Board's meetings, which will be signed by the attending members.

Section 18.

The Association will be signed for by the Board's Chairman or Deputy Chairman together with one of the Board Members. The Board is entitled to take legal proceedings with respect to the present Articles of Association, which are officially registered as encumbrance-creating.

Section 19.

The Board will hold a meeting when one member of the Board calls for it.

Section 20.

Every member may mortgage and sell their freehold flat, but cannot lease it out without the written consent of the Board, cf. Section 9. The freehold flat can transfer as an inheritance and can be the object of attachment proceedings.

Section 21.

With respect to debt obligations, easements, etc., incumbent upon the property, refer to the sheet on the property in the land registry.

The present Articles of Association respect the largest possible loan at any time of funds of mortgage credit institutions, second mortgage credit associations, housing mortgage funds and savings banks at increased interest and with statutory obligations.

Officially registered for the first time on 28 June 1969 and later amended, most recently on 23 April 2014.

Authenticity of the copy hereby confirmed
Glostrup, dated 12/10 2021

26/3 2013

12/10 2021

Jørgen Hvolbæk Petersen

Jørgen Hvolbæk Petersen

Best. medlem.

Jørgen Hvolbæk Petersen

12/10 2021

Thomas Meyer

Thomas Meyer

Formand

Thomas Meyer

The present update is without responsibility as the Articles of Association with amendments sitting in the Court in Glostrup are solely at any time applicable to the property, title No. 7 bl Glostrup town, Glostrup.