

E/F Mølledammen

# Constitutions

Approved at extraordinary general meeting on 22 June 2016

## Name

### § 1

The name of the association is Ejerforeningen Mølledammen, located Mølledammen 1A-1J, 3A-3M and 5A-5I, 7A-7O and 9A-9L, 2980 Kokkedal.

## Seat and venue

### § 2

The association's registered office is Fredensborg Municipality.  
Any questions about the understanding, content or consequences of these statutes; and  
All other possible disputes are settled in the ordinary courts.

## Purpose

### § 3

The purpose of the association is to administer the condominium property, which is built on matr.nr. 4 HÆ, 4 HAY, ejl. no. 1-27 and 4 HX, 4HY and 4 HZ, ejl. no. 1-32, both Brønsholm town, Karlebo, located Mølledammen 1A-1J, 3A-3M, 5A-5I, 7A-7O and 9A-9L, 2980 Kokkedal and to take care of common affairs, rights and obligations of members.

The association is thus entitled and obliged to comply with these articles of association to levy joint contributions, to pay common expenses, to take out usual insurance, to provide for cleanliness, maintenance and renewal, to the extent that such measures are provided for by the property; character must be considered necessary and to ensure that peace and order is maintained at the association's Properties.

## Members

### § 4

As members of the association can be admitted only owners of condominiums in the above properties.

Association expenses are distributed among owners according to distribution figures, the numerator being equal to the registered area for each individual condominium. The denominator corresponds to the total distribution figure for the entire property.

Membership is compulsory and occurs on the day on which the title deed of the owner in question, regardless of whether or not it is conditional or not, is filed with the Land Registry. If the owner in question takes over the condominium before mentioned time, the membership occurs on the day of takeover.

However, the new owner can only exercise the right to vote once the association has been informed of The change of ownership.

The previous owner's membership ends at the same time as the new owner's entry, but the previous However, the owner's obligations to the association do not end until the new owner's deed is final and registered without prejudicial judicial notices and where all obligations and arrears by or not; The takeover date is fulfilled and paid.

The owner of a condominium under the association at any time joins the previous owner's rights and obligations towards the association and are thus liable, among other things, for the previous owner's arrears to the union of any kind at any time.

## Liability

### § 5

For the association's obligations and towards third parties, the association's assets and assets are primarily liable and In the alternative, members pro rata according to apportionment figures.

The members are entitled and obligated to the association in relation to the condominium's distribution figures.

## General assembly

### § 6

The supreme authority of the association is the general meeting.

The Annual General Meeting is held once a year before the end of May.

The general meeting is held in the association's registered municipality.

### § 7

Notices are given by distribution of notices to all condominiums in the association or by Transmission of ordinary letter. However, in the future, it must be possible to separately agree that: The call shall be made electronically.

Notice of members to the association's annual general meeting is made in writing by the board of directors or administrator with at least 4 weeks' notice.

The notice convening the general meeting must state the time and place of the general meeting as well as an agenda.

The call must include the audited accounts for the past year and the draft budget for the current year.

Any member has the right to have a specified subject discussed at the general meeting. Proposal for a In order to be considered, adoption by the Annual General Meeting must have been submitted in writing to The Board of Directors shall no later than 14 days before the general meeting, and thereafter the Board of Directors shall arrange that:

proposals shall be transmitted, distributed or, by separate agreement, distributed electronically to members;

no later than 7 days before the general meeting takes place. Proposals not received by Members no later than 7 days before the general meeting, cannot be processed.

However, amendments which are intrinsically related to those already tabled may:

The chairman's decisions are put to the vote, even if these are not put to the vote until the the general meeting if the chairman considers that this is not objectionable.

## § 8

Extraordinary general meeting is held;

- ☐ when a majority of the Board of Directors so requests,
- ☐ when a previous general meeting has decided to do so,
- ☐ when requested by the administrator,
- ☐ when a quarter of the association's members request it.

Notice of the members to an extraordinary general meeting shall be given in writing by the Board of Directors or by the administrator with at least two weeks' notice.

The call shall be accompanied by the proposal(s) giving rise to the extraordinary General assembly.

## § 9

The agenda of the annual general meeting shall include the following items:

- (a) Election of the conductor.
- (b) the annual report of the Management Board for the most recent year;
- (c) Approval of annual accounts.
- (d) Approval of the operating budget for the current financial year.
- (e) Election of the Chairman, Treasurer and other members of the Board of Directors.
- (f) Election of alternate members of the Management Board.
- (g) Election of auditor.
- (h) Consideration of proposals received.
- (i) Possibly.

## **§ 10**

The chairman decides whether the general meeting is lawful and presides over the general meeting. The conductor decides all questions relating to the procedure, voting and outcome of cases, and lets minutes be drawn up.

## **§ 11**

All members of the association have the right to vote at the general meeting. The right to vote may be exercised in pursuant to written power of attorney.

Any member may appear with an adviser who has the right to speak.

Decisions at the general meeting are taken by majority vote according to apportionment figures.

For decisions to amend these Staff Regulations, to make substantial changes, improvements or refurbishment of common components and accessories or the sale of essential parts thereof, required however, at least 2/3 of the votes, both by distribution and by number, are represented at and that at least 2/3 of those thus represented vote in favour of the proposal both after distribution figures as by number.

Is not at least 2/3 of all possible votes represented at the general meeting, but is achieved majority of at least 2/3 of yes and no votes in favour of the proposal, a new general meeting may be convened, and

On this, the proposal can then be finally adopted by a majority of at least 2/3 yes and no votes, regardless of how many votes are represented.

## Board

## **§ 12**

The Board of Directors is elected by the general meeting and consists of 3-5 members, including the chairman and

The treasurer, who is elected separately. In addition, 1-2 alternates are elected.

The chairman and treasurer are elected for two-year terms. The President retires in odd-numbered years and the Treasurer departs in even-numbered years year. The other board members are elected for one year at a time.

If the chairman resigns during a parliamentary term, the remaining board elects a new chairman. which operates until the next general meeting.

The Board of Directors shall also constitute itself.

Members of the association and their spouses and other adult household members are eligible for election. who inhabit the property.

It is the responsibility of the Board of Directors to manage the Association in accordance with these Articles of Association and resolutions of the General Assembly.

The Management Board may, by means of rules of procedure, lay down detailed rules for the performance of its duties.

### **§ 13**

The chairman of the board of directors shall convene a meeting of the Board of Directors as often as there is occasion and when:

Member of the Board of Directors or administrator so requests.

The quorum of the Board of Directors shall be constituted by a majority of the members of the Board of Directors.

Decisions shall be taken by the members of the Board of Directors meeting by a simple majority vote in number.

Minutes approved by the Administrative Board, which may be kept electronically, shall include a brief report on:

the proceedings of the board meeting.

## Administrator

### **§ 14**

The board may enter into an agreement with an administrator who is responsible for the daily administration of the association.

The administrator is authorized to act on behalf of the association in all matters relating to it daily operations.

The administrator shall keep sound accounts under the control of the Board of Directors and the auditor.

The administrator can only be terminated pursuant to a resolution of the general meeting.

## Right of subscription

### **§ 15**

The association is bound by the signature of two members of the board.

The Board of Directors shall grant the administrator customary administrative authority.

## Annual accounts

### § 16

The association's fiscal year is the calendar year.

The annual accounts adopted by the Board of Directors shall be signed by the Board of Directors and certified by the auditors.

## Audit

### § 17

The association's annual accounts are audited by a state-authorized or registered accountant who is elected on  
General assembly.

The auditor shall have access to inspect all books and stocks and may require any information which the auditor considers relevant to the performance of his duties.

An audit record shall be kept.

In the context of his report on the audit of financial statements, the statutory auditor shall indicate whether the statutory auditor finds the procedure reassuring.

## Capital ratio

### § 18

The association must, apart from a reasonable working capital, not accumulate any assets, but in financial collect from the members alone the contributions necessary to contest the expenditure.

However, it may be decided at a general meeting, as in the case of amendments to the articles of association pursuant to section 11(4), that must be set aside for specific purposes, such as renewals and other refurbishments, and it may The general meeting decides by a corresponding majority that the association takes out loans.

The association's cash funds must be deposited in a bank or savings bank, however, it must be The administrator is allowed to have a cash balance of a size necessary for daily operation.

## Budget and membership fees

### § 19

Each year, the board prepares a budget showing the association's expected expenses and which: the general meeting shall be submitted for approval.

To cover the association's expenses, the members pay in proportion to those for the condominiums apportionment figure shall be an annual payment, the amount of which shall be fixed by the Board of Directors on the basis of the

The Board of Directors prepared and approved the operating budget by the annual general meeting.

The annual payment is paid quarterly or monthly in advance to the property manager after the detailed rules of the Management Board.

After approval of the annual accounts at the general meeting, any condominium owner may:

The remaining contributions are paid to the association within 14 days of demand.

## Lien

### § 20

To guarantee the payment of joint contributions and otherwise for any claim which the association may have on a

member, including the expenses of a member's default, is previously registered statutes mortgage on each individual condominium with an amount of DKK 42,000.00 with 1st priority.

In the event of a written demand as a result of late payment of compulsory services to the association, The association entitled to charge a fee.

In the event that a member is in debt to the association, interest is payable without separate demand from the association

The due date and payment shall be made at the default interest rate applicable from time to time in accordance with the Danish Interest Act.

## Distribution figures

### § 21

For the distribution figures applicable to the condominiums, please refer to the notification and list above the condominiums.

The expenses of the condominium association are distributed among the owners according to distribution figures.



§ 22

Owners of ground floor apartments have the exclusive right of use and maintenance of the garden area and possibly terrace area next to the individual condominium. The exclusive right of use is provisionally valid for 30 years from the date of registration of these statutes, since a longer period cannot be agreed under The Zoning Act, but according to the usual procedure in owners' associations, the exclusive right of use is extended Continuous.

Unless otherwise specifically decided, the owner who has the exclusive right to use the garden/terrace area himself the maintenance of this, including trimming of hedges on all sides, etc. If an owner neglects care of the garden/terrace area, the owners' association can initiate maintenance work at the owner's expense.

In connection with the purchase of a condominium on the ground floor, the owner in question has been given the opportunity to erect an outbuilding on the garden plot. The owners' association must respect that the owners of the owners' association at all times

Owner-occupied flats on the ground floor to which there is attached garden area are entitled to have an outbuilding built. The owners of ground floor condominiums who may not have used in the first place

The right to have an outbuilding built on the garden area to which the owner in question has the right of use is thus

any time afterwards entitled to have an outbuilding erected. All outbuildings that subsequently may be erected, must have the same appearance, dimension and location on the garden area as the outbuildings built by K/S Mølledammen in connection with the construction. The decisions taken by the The owners' association may decide with regard to the choice of colours and treatment of outbuildings, must also

Respected. Thus, the owner of a ground floor condominium at any given time also has obligation to maintain any outbuilding built on the garden area to which the person concerned Owner has the right of use.

Owners of condominiums on the 1st and 2nd floor, next to which there is a balcony/roof terrace and to which there is access from the individual condominium, has the exclusive right of use to the balcony/roof terrace in question and must take care of it yourself for normal surface cleanliness and maintenance (e.g. paints and treatment of woodwork). Real renewals are the responsibility of the owners' association.

### § 23

The interior maintenance and modernization of the individual condominium is the responsibility of the individual condominium owners.

Interior maintenance and modernization means painting, whitening and wallpapering as well as maintenance of floors, woodwork, masonry and plaster, as the inner side of doors and windows, like all the equipment of the apartment, including electrical installations, gas and water taps, radiators, radiator valves and sanitary installations as inlet and drain pipes out to the common trunks, as what it may otherwise be the tenant's responsibility to maintain and maintain the tenant in accordance with the tenancy legislation in force at any given time. renew. Interior maintenance also includes glass, including double-glazed windows for the individual condominiums and balconies/roof terraces, cf. section 22.

All other maintenance and modernization is carried out by the association at its expense and is borne as a common expense, including necessary repair, maintenance and renewal of exteriors; common areas such as pavements, dovetails, stair towers and elevators.

The association may decide that part of the maintenance is carried out by its own work, and the association may, by Resolution of the general meeting by ordinary majority impose on members who do not participate in joint events (working weekends) to pay a fee to the association.

If, after approval by a general meeting, the association arranges external maintenance or modernisation works where deemed necessary by the association; or appropriate that consequential work be carried out at the same time in the individual condominium, the individual condominium owner obligated to have these performed.

If a condominium is grossly neglected and the neglect will be a nuisance to the other members, the Board of Directors may require the necessary maintenance and refurbishment to be carried out within a specified period.

If this deadline is missed , the Board of Directors may refurbish the condominium in question for the condominium owner's expense and, if necessary, seek satisfaction in the association's mortgage. If necessary the board may require the member concerned to vacate the apartment for as long as the renovation is underway; ongoing.

Every condominium owner is obliged to give the craftsmen appointed by the Board access to his condominium, when this is required for repairs, modernizations, etc., or Remodeling.

Maintenance or modernization work to be carried out by the association for its bill, must be inspected by 2 board members together or by the caretaker after completion and a board member jointly, and bills relating to the performance of the work shall be assigned to: payment of those mentioned. Where possible, maintenance work must be carried out by craftsmen who: At all times, the list of craftsmen drawn up by the Board of Directors is included.

## Code of Conduct

### § 24

The Member and the persons staying in the Member's condominium must strictly comply with the The Board of Directors (or the General Meeting) established rules of conduct. If nothing has been decided, the The Ministry of Housing approved the lease agreement form regarding the code of conduct.

Unless otherwise specifically decided, the keeping of ordinary domestic animals to a lesser extent shall be permitted: provided that animal husbandry is not a significant nuisance to other condominium owners.

Satellite dishes are not allowed on the property.

The member may not, without the consent of the Board of Directors, make alterations, repairs or paint of: or in the property outside the condominium, including exterior painting of windows or doors facing common areas or put up signs, advertisements, overhang cabinets, external antennas, awnings, windbreaks, Windbreaks, windbreakers, etc.

A Member is entitled to modify, modernize and improve his condominium, including moving or remove non-load-bearing partitions to the extent that this does not cause inconvenience or incur costs for; co-owners.

In addition, the member is entitled to carry out such works, including pipe penetrations through other owners' condominiums, which are necessary for the modernization of the member's condominium, even if other condominiums are affected, taking the utmost account of to the owners of the condominiums affected, even if the works thereby become essential More expensive.

Such works, including pipe penetrations, may be carried out only without the consent of the owners of the condominiums affected by this, provided that the member seeking to carry out the work is submitted a master plan for the condominiums concerned, and this plan is approved on a General assembly. Approval may be subject to the fixing of compensation for nuisances and inconveniences at: the co-owner(s) whose condominiums are affected.

The member is obliged to obtain all necessary permits and approvals from The building authority or others and document this to the association.

A condominium that, when the property is divided into condominiums, has the status of a residential apartment,  
may not be used for business purposes without the consent of the Board of Directors.

The consent of the Board of Directors to commercial exploitation may be given to the extent that it is customary for similar apartments in the municipality, and provided that the use for business is not a nuisance to other residents. The consent of the Board of Directors may be revoked at any time with 3 months' prior notice if: The exploitation gives rise to justified complaints from other residents.

Members may not rent out individual rooms or the entire condominium in such a room the extent that more people live in a residential apartment than there are rooms in it, and The condominium must not take on the character of a club apartment.

In the case of the rental of a condominium in its entirety, the association has vis-à-vis the tenant the same remedies with respect to infringement of the tenant's obligations which an owner has towards a tenant in accordance with the Rent Act and the relevant house rules, and the association can act independently as a litigant vis-à-vis the tenant, possibly alongside the condominium owner.

## Default

### § 25

If a member materially fails to fulfil its obligations under these Staff Regulations, including: failure to pay the financial benefits due to the member to the association by failing to comply with lawful orders imposed on the member by the Board of Directors or the general meeting by: repeated violation of house rules or reckless conduct towards the co-owners, the board may: require the member concerned and the member's household to vacate his condominium by 3; months' notice to the 1st of a month.

The Board of Directors shall be entitled, if necessary, to evict the member of the condominium with the bailiff's assistance.

## Resolution

### § 26

Since the association is established under the laws on condominiums, it can never be dissolved without agreement between all members that the property's condominium status should cease.

## Right of appeal

### § 27

The association is entitled to prosecute on its board.

## Land registration

### § 28

The present statute is requested to register an easement on the properties and on matr.nr. 4 HÆ, 4 HAY, ejl. no. 1-27 and 4 HX, 4HY and 4 HZ, ejl. no. 1-32, both Brønsholm town, Karlebo, located Mølledammen 1A-1J, 3A-3M, 5A-5I, 7A-7O and 9A-9L, 2980 Kokkedal.

At the same time, the two sets of statutes are applied for to be registered on 2 August 2006 and later cancelled from the land register, as

However, the pledged provision of the Articles of Association shall continue to exist, cf. section 20.

With respect to the easements and burdens imposed on the properties and condominiums, please refer to The leaves of the property and condominiums in the land register.

# SERVITUT MED NYE VEDTÆGTER FOR FORENING



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**EJENDOM:**

**Adresse:** Møledammen 7A  
2980 Kokkedal

**Ejendomstype:** Hovedejendom opdelt i ejerlejligheder  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ

**Adresse:** Møledammen 7A  
2980 Kokkedal

**Ejendomstype:** Ejerlejlighed  
**Nummer:** 1  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ

**Adresse:** Møledammen 7B  
2980 Kokkedal

**Ejendomstype:** Ejerlejlighed  
**Nummer:** 2  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ

**Adresse:** Møledammen 7C  
2980 Kokkedal

**Ejendomstype:** Ejerlejlighed  
**Nummer:** 3  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ

**Adresse:** Møledammen 7D  
2980 Kokkedal

**Ejendomstype:** Ejerlejlighed  
**Nummer:** 4  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ  
**Landsejerlav:** Brønsholm By, Karlebo  
**Matrikelnummer:** 0004hæ

Ejendomstype: 2980 Kokkedal  
Nummer: Ejerlejlighed  
Landsejerlav: 24  
Matrikelnummer: Brønsholm By, Karlebo  
Landsejerlav: 0004hx  
Matrikelnummer: Brønsholm By, Karlebo  
Landsejerlav: 0004hz  
Matrikelnummer: Brønsholm By, Karlebo  
Landsejerlav: 0004hy  
Matrikelnummer: 0004hy

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