

BRF FÅLLBÄNKEN

Adoption of new statutes

At the 2019 general meeting, the new Statutes were approved by the general meeting, but in order for them to be valid they must be adopted at the next general meeting, ie. at the 2020 Annual General Meeting.

Below you can read the Statutes to be adopted.

STATUTES

Statutes of the Housing Association Fållbanken 1

The association's company

The association's company is the Housing Law Association Fållbanken 1. The association has its registered office Täby municipality, Stockholm County.

2 Purpose and activities

The purpose of the association is to promote the financial interests of its members by leasing apartments and premises to its members for use without limitation in time. Member's right in the association because of such lease is called tenant-owner rights. A member who holds a tenancy right is called a tenant.

- **3 Membership**

The question of adopting a new member is decided by the Board. The Board is obliged to decide, as soon as possible, usually within one month from the written application for membership to the association, the question of membership.

Membership in the association may be granted to a natural person who obtains tenancy rights from the association or who inherits tenancy rights in the association's house.

Legal person is not granted membership in the association.

4 Stake and fees

The contribution, annual fee and, where applicable, lease fee are determined by the Board. However, the change of effort must always be decided by the general meeting. The annual fee must be paid no later than the last working day before the beginning of each calendar month unless the Board decides otherwise.

The association's ongoing expenses, as well as the allocation to funds and amortization on the association's loans, must be financed by the tenant-owners paying an annual fee to the association. The annual fees are apportioned to the condominiums in proportion to the apartments' share figures. The consumption charge included in the annual fee can be calculated by consumption or surface unit.

Unless the annual fee is paid in due time in accordance with the first paragraph, the interest rate on interest shall be paid according to the Interest Act on the unpaid fee from the due date until the full payment is made.

Leasing fee, transfer fee and pledge fee as well as fee for second-hand leasing are available after the Board of Directors decides. The transfer fee may amount to a maximum of 3% and the pledge fee to a maximum of 1% of the price base amount applicable at the time of notification of the pledge.

The fee for second-hand lease may, for an apartment, amount to a maximum of 10% of the price base amount per year according to Chapter 2. Sections 6 and 7 of the Social Insurance Code (2010:110) If an apartment is leased for part of a year, the maximum allowable fee is calculated after the number of months the apartment is rented.

The transferor of the tenancy right together with the acquirer responds that the transfer fee is paid. The pledge fee is paid by the pledgee. The fee for second-hand rental is paid by the landlord.

5 Transition of tenancy

The tenant may freely assign his tenancy. A tenant who has transferred his or her tenure to another

member must submit a written notification of the transfer, state the date of transfer and state to whom the transfer took place.

Acquirers of tenant rights shall apply in writing for membership in the tenant-owner association. The application must state the social security number and the current address. A certified copy of the acquisition document must always be attached to the application / application.

6 Transfer

An agreement on transfer of tenancy rights must be drawn up in writing and signed by the seller and the buyer. The agreement shall specify the apartment to which the transfer relates and the price. The corresponding shall apply in exchange or gift.

7 Right to membership upon transfer

Anyone to whom a condominium has transferred must not be refused membership in the association if the association should reasonably accept the acquirer as tenant. If it can be assumed that the acquirer will not permanently reside in the condominium, the association has the right to refuse membership.

If tenancy has passed to spouse or cohabitant to whom the law on cohabitant's joint home is to be applied, membership may be refused if the acquirer will not be permanently resident in the apartment after the acquisition.gång av bostadsrätt

Anyone to whom a condominium has transferred must not be refused membership in the association if the association should reasonably accept the acquirer as tenant. If it can be assumed that the acquirer will not permanently reside in the condominium, the association has the right to refuse membership.

If tenancy has passed to spouse or cohabitant to whom the law on cohabitant's joint home is to be applied, membership may be refused if the acquirer will not be permanently resident in the apartment after the acquisition.

Anyone who has acquired a share in tenancy rights may be refused membership in the association unless the tenancy right after the acquisition is held by spouses or such cohabitants to whom the law on cohabitants' joint home is to be applied.

8 The rights and obligations of the tenant

The tenant shall at his own expense keep the interior of the apartment and its other spaces in good condition. The association is responsible for the condition of the house in general.

The tenant is responsible for the apartment

Walls, floors and ceilings and underlying moisture insulating layers

Furnishings and equipment such as pipes and other installations for water, sewage, heat, gas, ventilation and electricity to the parts they are inside the apartment and are not mains, in the case of water-filled radiators and mains, the tenant is only responsible for painting, in question if the mains for electricity, the tenant only responds from the apartment's sub-center.

Floor wells, fireplaces, smoke passages, interior and exterior doors as well as glass and arches in interior and exterior windows. However, the tenant does not take responsibility for painting the exterior surfaces of exterior doors and windows.

The tenant is responsible for repairs due to fire or water damage in the apartment, only if the damage has been caused by the tenant's own neglect or by neglect of someone who

belongs to his households, guests, by others whom he accommodated in the apartment or who performed work there on his behalf.

In the case of fire damage that the tenant did not cause himself, what is now said applies only if the tenant has failed in the care and supervision he has observed.

If the apartment has a balcony or patio, the co-owner is responsible for snow removal. The association is responsible for fence maintenance and balcony or terrace separating walls

The tenant-owner is obliged to take out home insurance with a tenancy supplement.

The tenant may not make any significant change in the apartment without the permission of the board. Significant changes include always change that requires building permits or entails a change of conduit for water, sewer or heat and change of floor plan, erection or removal of interior walls. The tenant-owner is responsible for obtaining the required authority's permission.

The tenant-owner association may undertake to carry out maintenance measures that the tenant-owner normally is responsible for. Decisions on this shall be made at the general meeting of the association and may only refer to measures that are carried out in connection with extensive maintenance or remodeling of the association's house, which affects the tenant's apartment.

Representatives of the housing association are entitled to enter the apartment when needed for supervision or to perform work for which the association is responsible. Written notice of this must be placed in the apartment's mailbox or posted in the staircase.

The tenant-owner has the right to second-hand his apartment after approval by the board.

9 Board of Directors and auditors

Styrelsen består av minst tre och högst sju ledamöter med lägst 0 och högst 5 suppleanter. Styrelseledamöter och suppleanter väljs av föreningsstämman för högst tre år. Föreningsstämman utser ordförande. Ledamot och suppleant kan omväljas. Till styrelseledamot kan förutom medlem väljas make till medlem och närstående som varaktigt sammanbor med medlemmen samt annan person som bedöms vara till gagn för föreningen.

Styrelsen konstituerar sig själva och är beslutsför när antalet närvarande ledamöter vid sammanträdet överstiger hälften av samtliga styrelseledamöter.

Föreningens firma tecknas förutom av styrelsen av två ledamöter i förening.

För granskning av föreningens årsredovisning jämte räkenskaperna samt styrelsens förvaltning utses en till två revisorer, varav en ska vara auktoriserad, med högst två revisorssuppleanter, av ordinarie föreningsstämma för tiden fram till slutet av nästa ordinarie föreningsstämma.

10 Financial year

The association's fiscal year covers the period 01-01 - 12-31

11 Annual

The Board of Directors shall submit the annual report to the auditors no later than six weeks before the Annual General Meeting. This should consist of income statement, balance sheet and administration report.

The annual report must be made available no later than two weeks before the general meeting.

12 Matters at the Annual General Meeting

The Annual General Meeting is held within six months from the end of the financial year. At the ordinary general meeting, the following matters shall be considered:

1. Opening of the Meeting
2. Approval of agenda
3. Election of Chairman of the Meeting
4. Notification of the Chairman's election of minutes of the Meeting
5. Election of two adjustment men as well as voters
6. The issue of whether the Meeting has been announced by statute
7. Determination of voting length
8. Presentation of the annual report and audit report
9. Decision on the determination of the income statement and balance sheet and how the profit or loss according to the adopted balance sheet should be used
10. The issue of discharge for the members of the Board of Directors
11. The issue of fees to Board members and auditors
12. Decision on the number of board members and deputy directors to be elected
13. Election of Chairman
14. Election of board members and deputy directors
15. Election of auditors and possible deputy auditors
16. Election of election committee
17. Other matters to be addressed at the general meeting according to the applicable law on economic associations or the association's statutes.

13 Notice of general meeting and other announcements

The Board of Directors calls for a general meeting. Notice of the General Meeting shall contain a statement of the matters to be attended. The notice shall be issued no earlier than six weeks before and no later than four weeks before the ordinary general meeting and no later than two weeks before the additional general meeting.

Notice of the general meeting shall be issued by personal notice to all members through distribution, letters on the mail or via e-mail.

Other messages to members are posted at the appropriate location within the association's property, sent out as a letter or via email.

14 Member vote

At the general meeting, each member has one vote. However, if several members hold condominiums together, they together have only one vote.

The right of a member to a general meeting is exercised by the member personally or the person who is the member's deputy by law or by proxy. A representative must present a written, dated power of attorney. The authorization is valid for a maximum of one year from the date it was issued. A representative may only represent one member. A member may include at most one assistant at the general meeting. For a natural person, only one other member or the member's spouse, cohabitant, parents, siblings or children may be an assistant or representative.

15 Maintenance

The Board shall draw up a maintenance plan for the implementation of the maintenance of the association's house and annually establish a budget to ensure the maintenance of the association's house and inspect the association's property every year.

16 Funds

Within the association, a fund for external maintenance and a disposition fund will be formed. Provision for the external maintenance fund shall be made in accordance with the adopted maintenance plan in accordance with § 15. The surplus that may arise from the association's activities shall be balanced in new account.

17 Resolution of the association

If the association dissolves, retained assets shall accrue to the members in relation to the apartments' efforts

18 Övrigt

For matters that are not regulated in these statutes, the Housing Law Act, the Economic Associations Act and other applicable regulations apply