

**Note:** In case of discrepancy between the original Norwegian text and this English translation, the original text shall prevail.

## **Statutes for Linderud Borettslag II**

Revised 2023-03-28

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# 1. REGULATORY FRAMEWORK

## 1.1 Purpose

**Linderud borettslag II** is a housing co-operative with 344 apartment shares that owns and manages the properties **gnr. 88, bnr. 286** and **300** in the municipality of Oslo, hereinafter referred to as the HousingCoop.

The HousingCoop's buildings consist of 4 apartment blocks and 10 garage buildings. The purpose of the HousingCoop is also to participate in, organise and manage other initiatives related to the housing interests of the shareholders (members).

## 1.2 Business office

The HousingCoop's business office is in the municipality of Oslo.

## 1.3 Relationship to the housing cooperative laws

Unless otherwise stated in these statutes, the rules in the Housing cooperative act of 6. June 2003 with subsequent amendments; hereafter referred to as Borettslagsloven (LOV 2003-06-06 nr.39: <http://www.lovdata.no/all/hl-20030606-039.html>).

(Translation: <https://www.regjeringen.no/en/dokumenter/the-HousingCooperatives-act/id439595/> )

# 2. SHARES AND SHAREHOLDERS

## 2.1 Share value

The nominal value of one share is 100 –one hundred– NOK.

## 2.2 Shareholders

With the exception of the provisions in sections **2.4** and 3.2 d) this applies:

- a) Only physical persons can be shareholders in the HousingCoop.
- b) No person may own or have partial ownership in more than one share.

## 2.3 Co-ownership of a share

- a) Only people who live or will live in the property can jointly own a share. However, joint ownership of an inherited share is exempt from the residence obligation.
- b) If several people own a share together, it is considered a transfer of use if one or more of the co-owners do not live in the property.

## 2.4 Public shares

The following may in total own up to 10 per cent of the shares, maximum 34 shares in the HousingCoop, see Borettslagsloven §4-2:

- a) The state, county council or municipality.
- b) Companies whose purpose is to provide housing and which are managed and controlled by the state, county council or municipality.
- c) Foundation whose purpose is to provide housing, and which is established by the state, a county council or a municipality jointly with a company.

- d) Others that have entered into a collaboration agreement with the state, county authorities or municipalities to provide housing for disadvantaged persons.

### **3. TRANSFER OF SHARES AND AUTHORISATION OF A NEW SHAREHOLDER**

#### **3.1 Right to transfer**

A shareholder has the right to transfer his/her share. The transferee must be approved by the HousingCoop for the acquisition to be recognized.

The HousingCoop may refuse approval if there are objective reasons for this, and shall refuse approval if the acquisition is contrary to section 2.

The transferee is not entitled to occupy the property until approval has been granted, or there is a legally binding decision that the transferee is entitled to acquire the share.

#### **3.2 Right of pre-emption**

- 1) The right of pre-emption cannot be exercised when the share is transferred to a spouse, to the shareholder's or spouse's relative in the direct ascending or descending line, to foster children who are actually in the same position as life heirs, to siblings or to anyone else who has belonged to the same household as the previous shareholder for the last two years.
- 2) Nor can the right of pre-emption be exercised when the share is transferred by probate after separation or divorce, or when a household member takes over the share under the conditions in [Husstandsfellesskapsloven §3](#).
- 3) Nor can the right of pre-emption be exercised when the share is transferred from a shareholder as mentioned in §2.4 to the tenant of the property to which the share is linked.
- 4) When a share is transferred, shareholders in the HousingCoop have the right of pre-emption. The HousingCoop's board shall ensure that those entitled to pre-emption may exercise this right up to 20 days after the application/notification of sales approval was received by the HousingCoop.
  - a) The HousingCoop's board decides on the basis of the shareholder's residence seniority which applicant may take over the share.
  - b) In the event of equal seniority, the case will be decided by drawing lots if necessary.
  - c) The HousingCoop's board may deviate from the rules on allocation according to seniority when special reasons so indicate.
  - d) Shareholders who take over a new apartment must sell their previous apartment within one year.

## 4. HOUSING RIGHTS AND LETTING

### 4.1 Housing Rights

Each share confers the exclusive right to use one apartment in the HousingCoop and the right to use common areas for their intended or normal use, and for other purposes in accordance with the time and circumstances.

### 4.2 Use

- a) The shareholder may not use the apartment for anything other than residential purposes without the board's authorisation.
- b) The shareholder shall treat the apartment, other rooms and outdoor areas in a safe and responsible manner.
- c) The use of the apartment and common areas must not unreasonably or unnecessarily cause damage or inconvenience to other shareholders (see the Rules of Order).
- d) A shareholder may, with the board's authorisation, carry out measures on the properties that are necessary due to the disability of a user of the property. Authorisation cannot be refused without good cause.

### 4.3 Rules of Order

Rules of order for the HousingCoop's properties are prepared by the Board and approved by the General Meeting.

### 4.4 Letting of the property (transfer of use)

The shareholder may not, without authorisation from the board, let out the apartment to others, except as described in section c).

Letting is considered to be all cases where the shareholder transfers the use of the property to others - with or without payment.

- a) With the board's approval, shareholders may rent out the entire apartment to others for up to three years. The condition is that the shareholder or members of his family have first lived in the apartment for at least one of the last two years.
- b) If the shareholder is to again let out the entire apartment under this rule, the condition in the previous point must be met.
- c) Shareholders who live in the apartment may let out parts of it to others without authorisation. In addition, the shareholder may let out the entire apartment to others for up to 30 days during one year.
- d) The shareholder may otherwise, with the approval of the Board, transfer the use of the entire property if:
  - 1) The shareholder is a legal entity, *or*
  - 2) The shareholder needs to be away temporarily due to work, education, military service, illness or other compelling reasons, *or*
  - 3) A member of the user household is the shareholder's spouse or relative in the direct ascending or descending line or foster child of the shareholder or spouse, *or*

4) It concerns a right of use that someone is entitled to under the Marriage Act: [Ekteskapsloven §68](#), or the Household Partnership Act: [Husstandsfellesskapsloven §3](#), 2<sup>nd</sup> paragraph.

#### **4.5 Authorisation of Letting**

- a) Authorisation may only be refused if the tenant's circumstances provide objective grounds for this. Authorisation may be refused if the tenant could not have become a shareholder.
- b) The HousingCoop's deadline for responding to a rental application is one month.
- c) The tenancy does not lessen the shareholder's obligations to the HousingCoop.

### **5. THE SHAREHOLDER'S MAINTENANCE OBLIGATIONS**

The individual shareholder must keep the apartment in proper condition, including other rooms and other areas belonging to the dwelling:

#### **5.1 Obligation to maintain, repair and, if necessary, replace:**

- a) Partitions, mouldings, interior doors with frames, cabinets and kitchen units.
- b) Interior surfaces: Wallpaper, floor coverings, wall-, floor- and ceiling tiles, paint.
- c) Pipes (visible and embedded) in the bathroom after the stopcock / up to the floor drain. Pipes in the kitchen after the stopcock / up to the branch from the main sewer pipe.
- d) Plumbing equipment including water closet, sink, washbasins, bathtub and shower cubicle.
- e) Electrical installations from and including the fuse box, including cables and wires, outlets, switches, heating cables and appliances.
- f) Balcony: Awning with associated motor.

#### **5.2 Duty of maintenance**

- a) Windows
- b) Rodding and cleaning of the internal sewer line including water trap/floor drain and branch from the main sewer pipe.
- c) Balcony: Cleaning of the gutters in the floor and under the windows.

#### **5.3 Wet rooms**

Wet rooms must be used and maintained so that leaks and flooding are avoided. The current wet room standards must be followed when renovating and repairing.

#### **5.4 Insects and pests**

The shareholder must keep the property free of insects and pests.

The HousingCoop must be notified as soon as possible if pests are detected.

## **5.5 Ventilation**

It is forbidden to directly connect ventilators/fans to the buildings' common ventilation shafts from all rooms, including kitchen and bathroom, as this inhibits ventilation from other apartments.

A kitchen fan with charcoal filter and air recirculation is permitted.

## **5.6 Accidental damage**

The maintenance obligation also includes repairing accidental damage caused by burglary or storms.

## **5.7 Notification of damage**

If the shareholder or any other user of the property discovers damage to the property that the HousingCoop is responsible for repairing, the HousingCoop must be notified immediately.

## **5.8 Liability for damages**

The HousingCoop and affected shareholders can claim compensation for losses caused by a shareholder not fulfilling his/her obligations, see [Borettslagsloven §5-13](#) and [§5-15](#).

## **5.9 Conversion of Apartments**

- a) Removal of load-bearing walls is not permitted.
- b) Change of use of a room to be kitchen or bathroom must be approved in advance by the Board of Directors.
- c) Changes to units for which the HousingCoop has the maintenance responsibility (see §6) must be approved in advance by the Board.

# **6. THE HOUSINGCOOP'S MAINTENANCE OBLIGATIONS**

## **6.1 Proper condition**

The HousingCoop shall keep buildings and properties in proper condition insofar as the obligation does not lie with the shareholders.

Damage to housing or fixtures belonging to the HousingCoop shall be repaired by the HousingCoop even if the damage is caused by neglect of obligations by a shareholder.

## **6.2 Common installations**

- a) The HousingCoop must maintain common pipes, cables, ducts and other common installations that run through the property.
- b) The housing co-operative is entitled to run new common installations through the individual apartments.

## **6.3 Repairs and replacement**

The HousingCoop's maintenance obligations includes replacement of:

- a) Windows, including double glazing,
- b) Radiators for heating,

- c) Exterior doors to the buildings, as well as repair or replacement of:
- d) Bathroom floor drain,
- e) Pipes or conduits that are embedded in load-bearing structures or shafts, with the exception of heating cables and pipes in built-up heated floors,
- f) Beams, load-bearing wall structures, external roof,
- g) Garages.

The HousingCoop is also responsible for ensuring that smoke alarms and a fire hose are installed in each apartment.

## **6.4 Liability for damages**

Shareholders can claim compensation for losses resulting from the HousingCoop not fulfilling its obligations, see [Borettslagsloven §5-18](#).

## **7. ACCESS TO THE APARTMENTS**

A shareholder shall grant access to his/her apartment so that the HousingCoop can fulfil its maintenance obligations, including inspection, repair or replacement.

## **8. ORDER FOR SALE AND EVICTION**

### **8.1 Mislighold**

A shareholder's neglect of obligations to the HousingCoop constitutes a breach of contract. Included are non-payment of joint costs, neglected maintenance obligations, illegal use or transfer of use, and breaching the Rules of Order.

### **8.2 Order to Sell**

If a shareholder, despite warnings, materially fails to fulfil his or her obligations, the HousingCoop may order the shareholder to sell the share, see [Borettslagsloven §5-22](#), 1<sup>st</sup> paragraph. The warnings must be given in writing and state that material breach entitles the HousingCoop to demand that the share shall be sold.

### **8.3 Eviction**

If the shareholder's or user's behaviour poses a risk of destruction or significant deterioration of the properties, or if the shareholder's or user's behaviour is a serious nuisance or annoyance to the other shareholders or users of the properties, the Board may demand eviction from the property in accordance with [Tvangsfullbyrdelsesloven §13](#) and [Borettslagsloven §5-23](#).

## **9. JOINT COSTS AND MORTGAGE IN THE SHARE**

### **9.1 Joint Costs**

Joint costs are due for payment on the 1<sup>st</sup> day of each month.

The Board may change the joint costs with one month's written notice.

For joint costs that are not paid when due, the shareholder is liable to the HousingCoop for the applicable interest on arrears and reminder fee.

### **9.2 Mortgage security for the HousingCoop**

For claims for coverage of joint costs and other claims from the co-operative relationship, the HousingCoop has a lien on the share ahead of all other encumbrances. The mortgage claim is limited to a sum corresponding to two times the National Insurance Scheme basic amount at the time compulsory cover is decided to be implemented.

## **10. COURT REGISTRATION**

### **10.1 Registration in the land register**

The shares in the HousingCoop must be registered in the land register, see [Borettslagsloven §6-1](#).

## **11. THE BOARD, TASKS AND RESOLUTIONS**

### **11.1 Election of directors for the Board**

To manage the HousingCoop, the general meeting elects a board of directors from among the shareholders and their spouses/partners, consisting of:

- a) Chairman of the Board
- b) One board member and one personal deputy member from each apartment block.

Elections take place on the recommendation of the nomination committee. Proposals from the benches are permitted.

- c) The Chairman of the Board is elected in a separate voting.
- d) Board members are elected with personal deputies.

The term of office is two years, divided so that the Chairman of the Board and one Board member with personal deputy resign in one year, and three Board members with personal deputies in the next year.

- e) Re-election is permitted.
- f) Both genders should be represented on the board.
- g) The Board of Directors elects a deputy chairman and secretary from among its members.



## 11.2 Board meetings

- a) The chairman shall ensure that the Board of Directors meets as often as required by the case load. A board member or the business manager may also request that the board be convened.
- b) The chairman and board members are obliged to attend board meetings, except in the event of valid absence. In the event of absence, the board member convenes his or her personal deputy, who then has the right to vote.
- c) The Board members' personal deputies have the right to attend and speak at Board meetings.
- d) The Board shall keep minutes of the Board's cases.  
The minutes shall be signed by the attending board members.

## 11.3 The Board's Tasks and Resolutions

- a) The Board shall manage the activities of the HousingCoop in accordance with the law, the statutes and the decisions of the general meeting.
- b) The Board may make all decisions that are not assigned to other bodies by law or these statutes.
- c) The Board may adopt resolutions when at least three members are present and when three members vote in favour of the resolution.  
In the event of a tie, the chairman of the meeting has the casting vote.
- d) The Board shall inform the shareholders about what is happening in the HousingCoop, including matters of financial and welfare significance to the members.
- e) The Board shall announce to the shareholders any vacant shares to which the shareholders/shareholders' relatives have pre-emptive rights.  
The Board shall also publicise vacant garage spaces.
- f) The board appoints the business manager (*forretningsfører*) and caretaker.

## 11.4 Requirement for Authorisation from the General Meeting

The Board may not without the approval of the general meeting with at least 2/3 of the votes cast, make decisions on:

- a) Reconstruction, extension or other changes to the buildings or properties.
- b) Sale or purchase of real estate.
- c) Borrowings to be secured by collateral with priority over deposits.
- d) Other measures that go beyond normal management when the measure entails financial responsibility or expenditure of more than five per cent of the annual joint costs.
- e) Other legal dispositions of real estate that go beyond ordinary management.

## 11.5 Representation and Authorisation

Two board members jointly represent the HousingCoop externally, and sign its name. The board may grant proxy.

## 12. THE GENERAL MEETING

### 12.1 Authority

The highest authority in the HousingCoop is the General Meeting

### 12.2 Date of a General Meeting

The Annual General Meeting shall be held every year by 30 April.

An extraordinary General Meeting shall be held when the Board deems it necessary, or when the auditor or one tenth (35) of the shareholders so request, and at the same time state which matters they wish to be considered.

### 12.3 Notice of and Convening a General Meeting

- a) Notice of the Annual General Meeting shall be sent to the shareholders at least **8** weeks prior to the meeting.
- b) Proposals/issues that the shareholders wish to have considered at the General Meeting must be received by the Board at least 5 weeks before the meeting is held.
- c) Notice of a general meeting shall be given in writing to the shareholders with a minimum of 8 and a maximum of 20 days' notice.
- d) Extraordinary general meetings may be convened with at least 3 days' notice.

### 12.4 Requirements for the content of the notice

The notice of the meeting shall specifically state the matters to be discussed.

If a proposal that according to [Borettslagsloven](#) or these Statutes must be adopted by at least a 2/3 majority, the main content must be stated in the notice of the meeting.

The recommendation for election shall follow the notice of the meeting.

### 12.5 Matters to be considered at the Annual General Meeting

1. Constitution
2. Annual report from the Board
3. Annual accounts with auditor's report
4. ~~Questions about discharge from liability~~ (removed from law)
5. Remuneration to the Board
6. Proposals received
7. Budget for the next period
8. Election (of board members, deputies and nomination committee)
9. Other matters mentioned in the notice of meeting

Matters other than those specified in the notice of meeting may not be discussed.

## **12.6 Access**

All shareholders and their partners, as well as the business manager and the auditor, are entitled to attend the general meeting. Shareholders may attend by proxy.

The business director and chairman of the board are obliged to be present, possibly through deputies.

## **12.7 Voting rights and Proxy**

- a) Each shareholder has one vote in the General Meeting.
- b) For a share with multiple owners, only one vote can be cast.
- c) No one can be a proxy for more than one shareholder.

## **12.8 Chairing the meeting and minutes**

The General Meeting shall be led by the chairman of the board, unless the meeting elects a different chairman.

Two secretaries shall be elected to keep the minutes of the meeting.

Additionally, two of the shareholders present shall be elected to sign the minutes together with the chairman of the meeting.

## **12.9 Resolutions in the general meeting**

Apart from matters mentioned in §12.5 in these statutes, the general meeting may not adopt resolutions on matters other than those specified in the notice of the meeting. With the exceptions that follow from [Borettslagsloven](#) or these statutes, all resolutions are passed by the general meeting with more than half of the votes cast.

# **13. INCAPACITY, CONFIDENTIALITY AND MINORITY PROTECTION**

## **13.1 Incapacity - Disqualification**

A board member may not participate in the board's deliberations or decisions on any matter in which the board member or related parties have a prominent personal or financial special interest.

No person may, by them self or by proxy or as a proxy, participate in a vote at the General Meeting on agreements with themselves, related parties or on liability for themselves or related parties in relation to the housing cooperative.

The same applies to voting on orders to sell or demands for eviction pursuant to [Borettslagsloven §5-22](#) and [§5-23](#).

## **13.2 Duty of confidentiality**

The elected representatives, business manager and employees of the HousingCoop are obliged to maintain confidentiality towards unauthorised persons about what they learn about someone's personal circumstances in connection with their work.

## **13.3 Minority protection**

The General Meeting, the Board of Directors or the Business Manager may not make decisions that are likely to give certain shareholders or others an unreasonable

advantage to the detriment of other shareholders or the HousingCoop.

## 14. CHANGES TO THESE STATUTES

Amendments to these Statutes can only be decided by the General Meeting with at least 2/3 of the votes cast.

## 15. REVISION HISTORY

- a) The HousingCoop's Statutes were first adopted at a general Meeting on 29. August 1961, and subsequently revised in 1968, 1971, 1977, 1996, 1999, 2002 and 2003.
- b) §3.2 was adopted by the Annual General Meeting on 4. April 2006.
- c) The Annual General Meeting on 29 March 2016 adopted a one-year maximum period for exchange of shares, §3.2 4.d).
- d) The general meeting on 27 April 2021 adopted §5.9
- e) The Annual General Meeting on 28 March 2023 adopted changes in:
  - §3.2 Right of pre-emption
    - Amended in accordance with [Borettslagsloven §4-12](#): Transfers where pre-emption rights do not apply - the law cannot be waived.
  - §4.4 Letting of the dwelling (transfer of use), item c):
    - Amended in accordance with [Borettslagsloven §5-4](#)

## 16. TERMINOLOGY: NORWEGIAN - ENGLISH

| Pos | Norwegian           | English - full             | English - brief |
|-----|---------------------|----------------------------|-----------------|
|     | Borettslag          | Housing Cooperative        | HousingCoop     |
|     | Styre               | Board of Directors         | Board           |
|     | Vedtekter           | Statutes                   |                 |
|     | Forretningsfører    | Business Manager           |                 |
|     | (Borettslags-)Andel | Share                      |                 |
|     | Andelseier          | Shareholder                |                 |
|     | Generalforsamling   | General Meeting            |                 |
|     | Fullmakt            | Proxy                      |                 |
|     | Benkeforslag        | Proposals from the benches |                 |
|     |                     |                            |                 |
|     |                     |                            |                 |
|     |                     |                            |                 |