

Building Rules

(As amended in November 2007)

The building and the apartment form the center of the Tenant's life and that of their family. The purpose of these building rules is to protect the individual area, to delimit the interests of tenants from one another and from the Landlord, to govern the use of the building parts and facilities that are to be used jointly.

They form an integral component of the respective individual lease agreement.

1. Ventilation

Ventilation must be adequate at any time of year. The Tenant's apartment should not, particularly not in the winter, be ventilated for too long to prevent the adjacent apartments from getting too cold. It is not allowed to ventilate the apartment into the staircase.

Bedding and pieces of clothing may only be aired out on balconies facing the back of the buildings and only on workdays between 07:00 AM and 10:00 AM.

2. Washing and Drying

If there is a communal laundry room, it is available to tenants every day between the times of 08:00 AM and 06:00 PM with the exception of the midday rest time between 1:00 pm and 3:00 PM in accordance with the wash plan. After every use, the laundry room including the machines and other installations must be cleaned and left to the next user in good order and condition by handing over the key. Only environmentally friendly cleaning and washing agents may be used.

Washing with flammable agents can only be done outside.

The laundry may only be hung up on installations mounted for that purpose and only in the courtyard or the drying rooms. The drying rooms and areas may not be used for any other purposes. At the end of the drying time, the clothesline or the umbrella dryer must be removed.

The washing machines and dryers are not available on Sundays or holidays and may not be used by persons that do not live in the building or for their laundry. Laundry may never be dried on terraces or balconies that are visible from the outside.

Cars may not be washed on the residential property.

3. Exterior Facilities, Green Areas

Motorized vehicles or bicycles may not use the paths leading to the building.

Vehicles and other pieces of equipment may only be parked on the property with the Landlord's consent.

Parking spaces may not be used as permanent parking or sectioned off and labeled for one's own purposes. They may not be used either to repair motor vehicles or to park unregistered motor vehicles.

The green areas must be treated with care during any season.

Any containers placed outside and filled with water, in particular baby pools, may never be left unattended.

4. Noise Protection

Noise that goes beyond what is normal and that could impair the peace of the other residents must be avoided at any time during the day. Necessary repairs must be performed on workdays between 08:00 AM and 06:00 PM in consideration of the midday rest period. With the exception of the midday rest period between 01:00 PM and 03:00 PM, another special rest period between 10:00 PM and 07:00 AM must be observed. During these times, the running of baths and the use of household appliances, insofar as this causes noise nuisance, is not permitted either. Radios and sound carriers of any kind may only be played and listed to and music may be made with others only in the apartment and at a low volume. Brass and percussion instruments may not be played. Noise must also be avoided on the access paths, exterior facilities, hallways, and in the stairwell. Unnecessary honking, the running of motors, and the slamming of car doors, in particular during the night, are forbidden on the building's property.

All electric machinery and equipment operated by the tenants must be suppressed in accordance with the respectively valid professional regulations. The Landlord may demand with regard to all machines, appliances, and facilities operated by the Tenant that may be noisy that sound-absorbing measures be used at the Tenant's expense that rule out any further impairment of other tenants.

5. Playing of Children

Children should generally play on the available play areas or playgrounds. Children may not play in hallways and stairways, basement rooms, and access paths. Children playing in the apartment should avoid bothering the other residents.

6. Carpet Brushing

The carpet brushing days are workdays; the brushing time is 08:00 AM to 01:00 PM. Only the equipment intended for this purpose are to be used. Carpets may not be dusted off and brushed on balconies or loggias or out of windows. If laundry is to be dried or bleached near the carpet brushing equipment, carpet brushing is only permitted between the hours of 08:00 AM and 10:00 AM.

7. Flammable Materials, Stoves, Ovens and Central Heating

It is not permitted to arrange and store flammable material in the apartment. Wood may only be chopped outside at a location provided by the Landlord and only workdays between 10:00 AM and 12:00 PM or between 03:00 PM and 05:00 PM.

Stoves and ovens must be operated and maintained properly and cleaned regularly to avoid damage by soot and other damage.

- (1) The Tenant may not use more heat than what is required for reasonable heating of the rooms. The temperature in the rooms may only be regulated by opening and closing the thermostat valves and not by opening the doors and windows. Any other interference with the thermostat valves is forbidden. The thermostat valves must be closed when ventilating the rooms.
- (2) Tenants may not close the thermostat valves if the outside temperature is + 10°C or below.
- (3) The heating period starts on 01 October of a given year and ends on 30 April of the following year. Outside of the heating period, the central heating system is only turned on if the weather requires it, if the majority of the tenants in the building consent to the heating, and if the agreements concluded with the utility companies permit the heating. In the event of a tie, the Landlord will decide at its equitable discretion. Any concessions made by the Landlord in this regard do not establish a claim by the Tenant, even if they are made for a longer period of time.
- (4) The Tenant's claim to a complete heating of the apartment is limited to the times between 08:00 AM and 10:00 PM. Complete heating means that the temperature is at least 20°C, measured in the middle of the rooms with the doors and windows closed and the thermostat valves open, whereby the effect of the radiators cannot be impaired by placing furniture in front of them, covering them with cloth, through hanging curtains, or in any other way.
- (5) To the extent the Landlord is unable to produce or transport heat, the Landlord's obligation to supply heat shall cease, and the Tenant shall not be entitled to any damages unless the Landlord's inability to produce or transport heat is due to Landlord's willful misconduct or gross negligence or the willful misconduct of its agents.

8. Maintenance and cleaning of floors, woodwork, toilets and drainage basins

The tenant is responsible for the regular and proper care and cleaning. Only gentle cleaning agents may be used.

Toilets and drainage sink as well as roof gutters or rain pipes are not intended for household or kitchen waste, soiled or other waste water, bulky objects, and substances with a low solubility or viscous flow.

9. Flowers/Sun Protection

Flower boxes and flower boards must be properly installed. When watering plants on balconies and windowsills, it is important to make sure that the building wall is not damaged and that the water does not end up on the windows and balconies of other tenants or passers-by.

With regard to the installation of awnings, the Landlord reserves the right to approve the model and color.

10. Frost-, Storm and Fire Risk

The Tenant must make sure that any building facilities that are sensitive to cold and frost remain fully functional at low temperatures. This applies in particular to water pipes. There is a higher risk of freezing during the night and when the outside temperature falls below -5 degree Celsius.

In the event of a storm in the forecast, all the windows in the building and its facilities must be kept closed.

Flammable or explosive materials and combustible items cannot be stored or used in the apartment or the ancillary rooms.

The storage of heating oil requires a special written permission by the Landlord.

Glowing or hot ash cannot be poured into the garbage containers until they have been slaked and cooled off.

In the event of leaks or other defects in the gas pipes, the gas company and the Landlord/manager must be notified immediately. If the smell of gas is noticed in a room, the room cannot be entered with an open flame, no matches can be lit, and no electric switches or doorbells can be operated. The windows must be opened immediately, and the main valve must be closed.

11. General Lighting, Antenna System

The general lighting must be used sparingly. In the event of a malfunction, the landlord or its representative must be informed. In the meantime, every tenant must ensure that the stairs and hallways leading to their apartment are sufficiently lit. The connection of special equipment that runs on electricity to the general lighting grid is not permitted. The following applies as far as terrestrial antenna systems, satellite antenna systems, as well as broadband distribution systems (cable) are present:

- (1) The tenant is required to obtain the necessary permit for radio receiving installations of any kind installed by the tenant and to maintain them for the entire time its radio receiving installations operate.

The Tenant is required to take out a respective liability insurance that covers this risk.

- (2) In the interest of a flawless operation of the joint antenna systems of any kind, either operated by the landlord or on a rental basis, the following must be noted:
 - a) The antenna connection box may only be connected with the receiving device in the apartment with the receiver connection cable that is intended for it. If the cable

is not provided by the Landlord, the Tenant shall procure the cable at its expense. The connection may not be created with other connection cables (and certainly not with a piece of wire) because this interferes with the own reception as well as that of other participants and also creates the risk that the own device would be damaged. A longer receiver connection cable may be laid in accordance with the manufacturer's guidelines. The Tenant must bear the costs for a longer cable.

- b) Laying and installing additional antenna connection boxes requires the expressed consent of the Landlord or, respectively, the operator. The respective work may only be performed by professional companies provided by the Landlord or the system operator, respectively. The Tenant must bear the resulting costs.
- c) The tenant must immediately inform the account manager of any damage to the joint antenna system or disruptions in the reception that may be caused by defects in the joint antenna. Only agents of the Landlord may work on the system. If an inspection is performed at the behest of the Tenant and it is found that the reported reception problem is not due to a defect in the joint antenna system, the Tenant will bear the costs for the inspection.
- d) The tenant must provide all entities commissioned by the landlord with the request information about the receiving installation at any time, grant access to the leased premises during customary times of day or test transmission times so that inspections or repair work can be performed on the receiving installation, and, if applicable, facilitate an inspection of the devices connected to the joint antenna system.

12. Entrances, Access Paths and Drives

Building entrances, access paths, and drives must be kept free from any obstacles. They may not be used for parking or blocked in any other way.

The building doors as well as all other doors leading to the building must always be closed, i.e., pulled shut until it latches. It is not permitted to leave these doors open, with the exception of necessary short exceptions.

Particularly at night, however, as well as during stormy and rainy weather, the windows in the basement and in the attic/storage compartments as well as in the stairwells and in other jointly used rooms must be carefully closed. In the event of stormy weather, this also applies to the windows in the apartment.

13. Stairwell, Hallways

The stairwells and the hallways (including basement hallways) must remain free of objects of any kind.

14. Cleaning of Stairwell and Exterior Facilities

Keeping the staircase clean is the responsibility of the community of tenants.

The tenant of the apartments shall alternately clean the access ways outside the house, including the external stairs and landings, the yard and the sidewalk in front of the house, and, if this is stipulated is the local law in force in the municipality, the roadway as well, in accordance with a cleaning schedule to be established by the Landlord as needed.

The tenants of the apartments on the ground floor and the upper floors will clean the stairs leading to their floor and the respective hallway. The stairwells may not be waxed. The floor mats in the stairwell must be non-slip floor mats.

If several parties live on the same floor, they will take turns cleaning.

If a tenant travels or is absent for any other reason, said tenant must ensure in advance that the scheduled cleaning is performed even during the tenant's absence.

The basement stairs, the basement passage, the stairs leading to the attic, as well as the corridors on the attic are cleaned by the tenant community on a rotating basis in accordance with more detailed provisions (e.g. cleaning schedule) of the Landlord.

The other rooms intended for common use shall also be cleaned out in regular rotation, unless the Landlord has made other arrangements.

When leaving a room that is used by everyone, it is important to always make sure that it is properly closed and that the lights are turned off.

All tenants are asked to ensure that the building and its surroundings are kept extremely clean and are responsible for ensuring that any pollution, in particular after the delivery of goods, regardless of what kind, is addressed immediately. The same applies to the cleaning of the access paths and the areas where the garbage cans and garbage containers are located.

The time commitment of each tenant is governed by the cleaning and maintenance schedule established by Landlord as needed.

15. Pets

Bringing in and keeping larger pets (cats, dogs, etc.) requires a written permission from the Landlord. The issued permission may be revoked if the animals become a nuisance (this includes the contamination of the residential complex). The Landlord may also require the Tenant to provide documentation about the health of the animals.

Pets must be kept on a leash within the housing complex and kept away from playgrounds, play areas, and green spaces.

16. Damage

Damage to the substance of the building or its facilities must be immediately reported to the Landlord or its agent.

In the event of imminent danger, the tenants should try to take suitable measures of their own to avert the danger. Safeguards and warning signs are to be set up.

17. Account Manager

The authorized account manager of the Landlord/manager exercises authority in the building on their behalf. All questions, repair notifications, complaints, and objections - generally in text form - should be sent to the representative.

In the case of rented apartments, repair reports and technical complaints must be reported immediately to the owner of the building.

18. Modifications, Start-Up of Electrical Installations

Modifications pertaining to the substance of the building and its installations may only be made with the Landlord's written consent.

The Tenant is required to obtain the Landlord's consent before installing any major equipment powered by electricity (stoves, washing machines, dishwashers, etc.).

19. Elevator

The following applies if there is an elevator:

- (1) Children under the age of 14 may only use the elevator if accompanied by an adult; heavy loads may not be transported in the passenger elevator. The notices affixed in the elevator must be complied with.
- (2) The tenants must clean the inside of the cabin in regular intervals in accordance with the Landlord's cleaning plan.
- (3) The Tenant waives any right to claim damages against the Landlord arising from accidents of any kind occurring in connection with the use of the elevator, unless the accident was caused by the intentional or grossly negligent conduct of the Landlord or by the intentional conduct of its agents.

20. Laundry and Drying Attic

The laundry and the drying attic are, if available, made available for use on the basis of the existing wash plan. Users pass the keys for the laundry and drying attic on from one to another in the prescribed order. The person in possession of the key is responsible for ensuring that the rooms are properly locked. The possible loss of the keys is said person's responsibility and must be immediately reported to the Landlord or its agent.

21. Miscellaneous

Shorter or longer absences of the Tenant do not release the Tenant from the performance of its duties. It is in the Tenant's best interest to notify the Landlord's representative or another tenant if the Tenant will be absent for more than 24 hours and to make provisions for a facilitated access to the Tenant's apartment in the event of an emergency.

Laws, ordinances, bylaws, etc., that may contradict the individual provisions of this building ordinance cannot, when in doubt, render the remaining provisions invalid.