

# HOUSE RULES

adopted at the representatives' meeting on 17 December 2013

## I. General

Each cooperative housing association member/eligible user, along with his/her relatives, (hereinafter called "Occupants") shall form a community of Occupants together with the other Occupants. Therefore, each Occupant of such community of Occupants must co-operate with maintaining a good communal life based on mutual consideration.

These House Rules are to serve to promote a good and respectful communal life among all the Occupants and ensure the maintenance and upkeep of the co-operative housing association's property. The House Rules do not have the purpose of restricting the Occupants' rights. To bring about an orderly communal life, the following House Rules shall be complied with as a legally binding part of the permanent lease.

## II. Mutual Consideration, Protection Against Noise

Avoidable noise unnecessarily causes stress to all Occupants. In particular, all acts likely to disturb the peace at night-time during the hours from 10 pm until 6 am shall be refrained from.

Likewise, noisy work on the house or garden, e.g. hammering, sawing, beating of carpets or rugs, vacuum-cleaning etc., shall be prohibited during the hours from 1 pm until 3 pm and from 9 pm until 7 am. Television, radio and other audio equipment shall always be set to a volume that is not audible outside of the apartment; use thereof in the open air (on balconies, loggias etc.) must not disturb the other Occupants.

Use of noisy household, sports and/or leisure equipment shall be arranged in such a way that the other Occupants are not disturbed (e.g. sound-absorbing underlays).

During the aforementioned hours, no repairs for maintaining the structural fabric of the building, and no upkeep work in the area around the apartments shall be carried out by trade contractors or firms.

If festivities for a special occasion are to take place beyond 10 pm, timely prior notice thereof is to be given to the Occupants affected.

It shall not be permissible to play noisy games or sports (e.g. football) on the open spaces immediately adjacent to the building or in the drying areas, the stairwell or other ancillary rooms. However, it shall be appropriately taken into account that children need to play.

It is desirable that particular consideration be shown to any Occupants who are seriously ill.

Above all, mutual consideration shall be required in the case of pets, insofar as the cooperative housing association Wohnungsgenossenschaft Görlitz eG (hereinafter called "WGGeG") allows pets to be kept. Pets shall be kept in such a way that nobody is disturbed by persistent animal noises to an extent exceeding what is unavoidable under the circumstances. Pets shall be kept in such a way that no danger or annoyance is caused to third parties as a result of animal odour or excrement. Any express or tacit acquiescence may be revoked by WGGeG at any time.

It is against the law to feed pigeons within the residential complex or near to it.

In the interest of fellow Occupants, it shall not be permissible to have barbecues, using solid or liquid fuels, on balconies, loggias or in areas immediately adjoining the building.

Flower boxes shall be affixed properly and safely, insofar as they are permissible at all. Each Occupant shall be liable for any damage culpably caused by him or her.

When watering flowers on balconies or external window ledges, care shall be taken that no water runs down the wall of the building and trickles onto the windows and balconies of other Occupants.

In all other respects, the provisions of the respective applicable police regulations of the City of Görlitz shall be complied with.

## III. Safety

As electric door openers have been installed in WGGeG's housing stock, it

shall not be permissible to close the doors to the building. For fire protection reasons, doors to the building and to the yard shall not be locked, as these doors serve as an escape route. In the event that any damage occurs, WGGeG shall have the right to demand compensation from the party who caused the damage.

House and yard entrances, stairwells and corridors shall fulfil their purpose as an escape or rescue route only if these are kept clear. Bicycles and motorcycles do not belong there. With regard to fire protection and the avoidance of possible hindrances to other Occupants, it is absolutely essential that no pushchairs or walking aids be left in such a way that the passageway through the hallway and/or the escape routes are blocked. No items shall be kept, stored or hung up in the communal areas.

Naked flames and smoking shall be prohibited in the loft, in the hallway and in the basement.

No materials that pose a fire hazard or are highly inflammable shall be stored in the stairwells, corridors, basements or lofts. If such materials are discovered, they shall be disposed of by WGGeG for a fee.

It shall not be permissible to use propane gas stoves.

No explosives shall be brought into the building or onto the property.

Damage to the apartment, the building or the communally used premises shall be immediately reported to WGGeG (duty of care/duty to notify).

If the gas or water pipes are leaky, the municipal utilities Stadtwerke Görlitz AG as well as WGGeG shall be immediately notified.

Rooms in which a smell of gas has been noticed shall not be entered with a naked flame. Electric switches shall not be operated. The windows shall be opened. The mains tap shall be turned off.

If the corridor or stairwell lighting fails, WGGeG shall be promptly notified.

Loft, basement and stairwell windows shall generally be kept closed during the cold season. However, it shall be necessary to purposefully and briefly ventilate these areas to allow moist and used air to escape. Generally, one should avoid keeping the windows in a permanently tilted position. All windows shall be locked and bolted during rainy and severe weather.

When the drying room is used, it is absolutely essential that the room be properly ventilated to prevent mould from forming and/or to allow residual moisture to escape from the room. In this respect, it makes sense to open the windows only briefly, but several times a day. As a user of the drying area, please ensure that the drying room is properly ventilated and heated!

Likewise, it shall not be permissible to ventilate the apartment into the stairwell.

#### **IV. Maintenance of the Cooperative Housing Association's Property**

Each Occupant must be aware that damage to the cooperative housing association's property shall be borne by all the Occupants, unless compensation can be claimed from others.

If materials of any kind are delivered or carried through the hallway, due care must be taken to avoid damage to the hallway. Therefore, each Occupant should, in his/her own interest, avoid and prevent such damage insofar as possible.

#### **V. Upkeep of the Cooperative Housing Association's Property**

The Occupant shall be responsible for cleaning the aforementioned property as agreed upon under the usage contract or the permanent lease. Only suitable cleaning agents shall be used for this. Owing to the risk of accidents associated with waxing, stairs shall not be waxed. Only cleaning agents that do not make the stairs slippery shall be used for the upkeep of the stairs. During the period specified, each Occupant shall have a duty to carry out the share of cleaning work falling to him/her. The Occupants shall, in a sequence decided on by the Occupants themselves, each clean the stairwell (including window surfaces), the basement corridors, the doors to the building and the letter-box installation. If the Occupant concerned is unable to carry out this work, he/she shall autonomously ensure that a person delegated by him/her performs this work.

The Occupants' duty to clean the stairwell and the basement corridors shall cease to apply, if this work is carried out by a service company contracted by WGGeG. However, this shall not release any tenant from his/her duty to ensure order and cleanliness. Any particular mess arising (e.g. in the event of house-moving, furniture deliveries etc.) shall be immediately eliminated by the party who caused this.

The upkeep of green areas and the performance of winter services shall be carried out by a service company contracted by WGGeG.

The drying room or drying loft shall be available to each Occupant in accordance with the usage schedule independently drawn up by the Occupants.

No textiles or shoes shall be washed out of the windows, over the balcony parapets or in the stairwell.

No household waste, fragments of glass, refuse, nappies or the like shall be disposed of down the toilets or sinks.

Bicycle rooms, drying rooms in the basement and drying areas in the yard or in the loft must be cleaned and tidied by the user after use.

If the outside temperature falls below the freezing point, all suitable measures shall be taken to prevent the sanitary facilities and/or the radiators from freezing.

It shall not be permissible to park or keep vehicles in the yard, on the balconies, on the paths or in the green areas. It shall not be permissible to wash vehicles, change the oil or carry out repairs.

In the interest of a fair allocation of energy, no Occupant shall consume energy for private purposes via the meter for the building as a whole. The laying of a private electric cable to the Occupant's own electricity meter shall require WGGeG's written consent.

In all other respects, each Occupant himself/herself shall contribute to ensuring that the building and the communal entrances always make a clean and well-kept impression.

Refuse shall be properly separated, and the refuse areas shall be kept clean. Any refuse that has fallen by the side of the refuse containers shall be promptly cleared away by the party who caused this, as refuse residues left lying around attract vermin. Further information on refuse separation and disposal can be found in the respective valid waste disposal calendar for the waste disposal district of the City of Görlitz.

#### **VI. Aerial Installation**

To ensure that reception from the aerial connection socket in the apartment to the receiving unit is free of interference, only authorised VDE-conforming receiver connection cables shall be used. This connection shall not be brought about using different connection cables, as this would cause interference to the other subscribers' reception. Any defects that become apparent shall be promptly reported to WGGeG. Only authorised representatives of WGGeG shall be entitled to carry out work on the installation.

It shall not be permissible to fit satellite reception installations.

#### **VII. Miscellaneous**

Any autonomous alteration of the façade, any affixing of additions or structures on balconies or loggias, as well as any affixing of aerials of any kind or any company advertising signs shall require the written approval of WGGeG.

Gas stoves, electric stoves, boilers, ventilation systems and single-storey heating systems shall be handed over ready for use and be handled in accordance with the regulations. If the Occupant fails to comply herewith, he/she shall be accountable for any damage caused.

Washing may be hung up on the balcony only up to the height of the parapet.

On request, WGGeG's authorised representative shall be permitted to enter the premises in order to check that the apartment and the ancillary premises are in a good state of repair and to prepare and carry out repairs by prior appointment.

Absence on the part of the Occupant shall not release the Occupant from his/her duties of care (e.g. his/her duty to close all isolation valves in the apartment, ensure that the premises remain frost-free by setting the thermostat valves to "★", closing the windows etc.).

If the Occupant is to be absent for a relatively long period, he/she shall deposit the key in a way ensuring that WGGeG or the company contracted by WGGeG has access to the apartment in the event of an accident. Otherwise, the costs for opening the apartment may be claimed back from the Occupant.

**The following free emergency telephone number shall be available to the Occupants outside of WGGeG's business hours: 03581–33555.**

Repair costs may be borne by WGGeG only if the respective order concerned was placed via WGGeG or, in the case of ordering outside of WGGeG's business hours, via the aforementioned emergency number. Repairs ordered by the Occupant himself/herself shall also be paid by him/her.

#### **VIII. Entering into Effect / Ceasing to be in Effect**

These House Rules of WGGeG shall enter into effect on 18 December 2013. At the same time, the House Rules adopted on 13 December 2011 shall cease to be in effect.