

SARL
Franco-Danoise Les Englades

TIME SHARE VAUGRENIER
GENERAL CONDITIONS OF OCCUPANCY

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GENERAL CONDITIONS OF USE

I. The purpose of the present document is:

1. To describe the property interest to which it applies;
2. To define which parts of the property are used exclusively by the individual tenant (hereinafter referred to as “private facilities”), and which parts are for the use of all tenants (hereinafter referred to as “common facilities”);
3. To determine in detail the tenants’ rights and obligations, and the conditions of occupancy of each tenant;
4. To define the expenses incurred by each tenant concerning the preservation, maintenance and administration of the property;
5. To organize the administration of the property and the management of the common services and facilities.

II. The present conditions are mandatory for all tenants and occupants of any part of the premises, and for all their successors and assigns.

The present conditions and any changes to the said conditions are binding upon all tenants. The acquisition of tenancy automatically implies that the user/tenant is bound to observe the present rules as well as future modifications thereof.

III. The rights and obligations resulting from the present conditions shall come into force on the day on which the apartment is made available to the tenant, and shall be valid until the expiration of the lease.

Furthermore, each tenant must observe the rules of “Conditions for Joint Ownership” which apply to the Les Englades Estate in toto and of which the real property belonging to Franco-Danoise les Englades S.A.R.L. forms part, as well as all covenants, easements and agreements contained therein.

CHAPTER I

Description of the Property

The present stipulations apply to the property forming part of the Les Englades Estate.

The property comprises the plots as registered in the description of the development of the said property, as well as their share of the special common facilities relating thereto.

CHAPTER II

Distinction between “Private Facilities” and “Common Facilities”

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Pursuant to the "Agreement on Long-Term Lease" the tenant acquires the right of use of an apartment and its appurtenances; this right is personal and does not imply ownership. Consequently, the landlord preserves absolute ownership of the property and its appurtenances.

The common facilities, such as swimming pools and tennis courts, staircases and corridors, water and electrical conduits, are those which are at the disposal of all tenants for the purpose of their individual occupancy.

The above list is by way of example and is not exhaustive.

The private facilities include the rooms and areas which are at the exclusive disposal of the tenants for their period of occupancy.

The equipment and fixtures put at the disposal by the company constitute the appurtenances of the private facilities.

CHAPTER III

1 Tenants' Rights and Obligations

Conditions of Development and Stipulations Concerning the Les Englades Estate

It must be emphasized that the present stipulations concerning the exercise of use are themselves subject to the conditions of development regarding the Les Englades Estate.

2 General Conditions for Use of the Common Facilities and the Private Facilities

Each tenant is free to use the common facilities in accordance with the present rules, provided that they do not deprive other tenants of their rights, or infringe the above-mentioned rules concerning the Les Englades Estate.

Each tenant must observe all special house rules applying to the common facilities as well as to the private facilities.

The tenants are not entitled to modify the structure of the private or common facilities.

Each tenant is responsible to the landlord as well as to the tenants for any violation of the occupancy rights and for infringement of the present rules and of the above-mentioned stipulations concerning the Les Englades Estate; furthermore, he is responsible for damage caused by his fault and negligence.

No failure, notwithstanding any delay to enforce a remedy, shall operate as a waiver thereof.

Infringement of the present rules, or of internal rules which might come into force in future, may give the landlord cause for claiming damages.

The landlord or his representative body cannot be held responsible in cases of burglary, crime or malicious damage committed on the common grounds or in the private facilities, since any tenant is fully responsible for himself and for his personal property.

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3. Conditions of Occupancy

The tenants are only allowed to use their apartment during the period allotted upon the condition that they observe the following rules and comply strictly with the conditions:

- (1) The tenant has the right to use the apartment only during the period specified in Exhibit 2. If he does not vacate the apartment at the time agreed, he shall be fined as mentioned below. The right to occupancy pursuant to the lease agreement is available only to persons of good reputation.
- (2) The apartment may only be used as intended, and only by the number of people for which it is equipped.
- (3) Large objects and the like must be placed in premises especially intended for this purpose, if such premises are available.
- (4) The tenants are not allowed to place objects belonging to them personally on the common premises unless a special provision has been made therefor.
- (5) It is prohibited to stick posters, mount signs or such, neither indoors nor outdoors, in the public or private areas, without prior acceptance from the landlord.
- (6) Every tenant must show respect for the neatness of the property, as the tenant is personally responsible for any inconvenience or damage, which either he himself or any who might have joined his rights may have caused.
- (7) Every tenant, who has bought a right of use, is free as far as handing it over to someone else, conditional upon this person taking over his obligations and responsibilities including the payment of service charges. A tenant is not free of his obligations until the moment the notification of transfer has reached and been approved by the Administrator.
- (8) A tenant, who wishes to make use of the above mentioned right to hand over, must fill in a special form with name and address of the persons, he wants to hand his right over to. He can get the form from the Administrator. This form with proper signature must be given to the manager, so he can give access to the apartment.
- (9) The landlord will send out a calendar, which carefully specifies time of arrival and departure for each period. If the tenant does not observe this calendar, he will be fined as stated below.
- (10) A period begins the first day according to the above-mentioned calendar at 5 pm and the last day at 10 am.
- (11) Inventory and furniture are in compliance with the inventory list. No later than one hour after handing in the key the tenant must hand in the signed inventory list. If he fails to do so, he will be held responsible for any missing or damaged item discovered later.
- (12) If a tenant refuses to leave the apartment at the set time or is delayed, he will be fined € 50 for each hour he stays in the apartment after the set time. However this fine does not exempt him from paying compensation for the inconvenience the subsequent tenant may suffer. The manager or any other person who has the authority from the company has the right to determine violation of these stipulations and to follow up on them. This fine, which is due in consequence of these violations, is to be paid to the landlord. As mentioned, payment of the fine does not cover compensation for the inconvenience the above-mentioned violation may have caused other tenants.
- (13) Upon departure the tenant must leave the apartment in the same condition in which he received it, and it must be emptied of all personal items. The key is to be handed in to the manager as mentioned above. Furthermore he must hand in the inventory list and pay for all additional services he may have made use of during the stay.

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- (14) In consequence of the aforementioned stipulations the landlord is to secure the tenants that they freely can make use of their right of use of the premises, with which the right of use is concerned, whether it be private or public facilities.
- (15) Pets are allowed, as long as they are not a nuisance to other tenants. Pets must be carried or be on a leash, when they are in the public areas, and the rules of cleanliness in the public areas are to be strictly observed. The owner must replace damages caused by his pet.

CHAPTER IV

Itemization, Allocation and Payment of Expenses

Expenses and costs shall be allocated into 3 categories:

1. Joint Expenses for the Tenants' Association to cover: Maintenance of swimming pools and tennis courts, gardens and parking lots, footpaths and road, common buildings, common areas in buildings including notably, staircases, lifts, etc. Watchmen. Payment for water, electricity and heating of buildings for common use. Insurance of common facilities. Expenses relating to the electrical installations. Replacement of furniture and equipment. In general, all expenses agreed upon by the Tenants' Association of Les Englades and Les Hauts de Vaugrenier. General expenses such as works defined in Section 606 of the Code Civil such as major repairs, maintenance of roads and common installations.
2. Expenses concerning Time-Share Vaugrenier, these include notably: All taxes, rates and expenses for which the landlord is liable. Reserve funds for the replacement of furniture, cutlery, crockery, etc. Laundry. Garbage collection. Insurance of the apartments and their appurtenances. Electricity, fixed costs and consumption. Weekly cleaning of the apartment. Costs concerning manager and local caretakers employed by Time-Share Vaugrenier, including salaries, housing, transportation (mileage allowance) etc. Maintenance of the apartments, balconies, terraces, furniture, garages and parking spaces. Maintenance of the gardens belonging to the apartments. In general, all expenses pertaining to the maintenance and repair of the apartments and replacement of furniture and equipment (the private facilities). Administration.

Expenses under items 1 and 2 shall be allocated according to the tenants' share of the project as stated in Exhibit 1.

3. Expenses for specific services: Telephone. Hire of tennis courts and balls. Extra cleaning. Any extra service for the tenants. The expenses mentioned under item 3 are to be borne by those who have availed themselves of these services; separate invoices will be rendered which must be paid immediately.

4 Payments, Reserve Account, Reserves for Contingencies.

To ensure that the landlord can pay the expenses for the running of the estate, the tenants shall pay;

- (1) A permanent cash float to be fixed according to the budget.

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- (2) A working capital advance in an amount equal to the tenants' share of the expenses in connection with the running of the estate during the previous year. This amount shall be calculated at the end of the business year. If the balance is negative, the surplus shall either be distributed among the tenants or be transferred to the reserve account.

If a tenant does not pay on demand, the landlord is entitled to suspend the tenant's use of the apartment. The manager is authorized to prevent the tenant from using the apartment in question.

CHAPTER V

Administration

The landlord may appoint a manager to take care of the maintenance of the property and to ensure that the present regulations are observed. The landlord may vest the manager with the necessary authority to enable him to take care of day-to-day management of the project. The manager has special authority when it is necessary to prevent a tenant from getting access to an apartment, pursuant to the present rules.

CHAPTER VI

Miscellaneous

1. Improvements.

Problems in connection with the improvement of the estate of which the property described in the present regulations is part are subject to the stipulations concerning the Les Englades Estate.

2. Insurance

Apart from the insurance covering the Les Englades Estate, the landlord shall take out insurance covering any damage that might occur to the property belonging to him, such as fire insurance, explosion insurance, water damage and third-party liability insurance. The landlord shall also insure installations, equipment and furniture. In case of damage, the insurance sum shall be used exclusively for repairs or to replace damaged articles.

3. Documents

The tenant affirms that he has knowledge of the documents mentioned below and that he has received copies thereof: These documents can be examined at the landlord's at this address: 3, Allée de Colle-Longue, Les Hauts de Vaugrenier, 06270 Villeneuve-Loubet, France.

Description of the development of the Les Englades Estate received by the Notary, M. de Lattre, Nice, July 17, 1979; a copy thereof has been filed with the Land Registry, Grasse, August 21, 1979, vol. 2504, No. 1.

The above-mentioned description of the development has undergone the following amendments:

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The first amendment by the above Notary, M. de Lattre, November 29, 1979; a copy of this amendment has been recorded at the 4th Land Registry Office, Grasse, January 28, 1980, vol. 2652, No. 4.

The second amendment by the above Notary, June 24, 1981; a copy of this amendment has been recorded at the 4th Land Registry Office, Grasse, August 3, 1981, vol. 3180, No. 2.

A third amendment in Paris, February 15, 1982. One of the originals was filed with the records of Notary, M. Maugendre, Paris, on the same day as a copy was recorded at the 4th Land Registry Office, Grasse, June 4, 1982, vol. No. 8.

A supplementum to the above stipulations for the joint ownership has been prepared by Notary, M. de Lattre; a copy of the supplementum has been recorded at the 4th Land Registry Office, Grasse, December 23, 1982, vol. 3553, No. 3.

26-11-2015 Changes and clarification of the wording.

4. Disputes

Jurisdiction in respect of any dispute in connection with the present regulations and in all disputes in general ensuing in connection with these presents shall lie with the local court of justice having jurisdiction over the premises where the owner of the right of use resides.