

Register of Deeds no. 548 / 2008

Berlin, 18 June 2008

Instrument continuously written on one side



Negotiated

Before the undersigned notary public

**Alexander Stelter**

Budapester Straße 31 • 10787 Berlin

There has appeared today on 18 June 2008:

Mr Stefan Lorenzen,  
Born on 7 May 1959,  
Resident in Grünberger Straße 26, 10245 Berlin

Personally known to the notary.

The notary inquired the person appearing about his prior involvement pursuant to Sec. 3 Para. 1 No. 7 Recording Act. The parties denied any such prior involvement.

The person appearing declared in advance:

I make the following statements not in my own name but as the managing director (vested with sole power of representation and released from the restrictions of § 181 BGB/Civil Code) of

The company Simon-Dach-Straße zehn Verwaltungsgesellschaft mbH,  
Grünberger Straße 26, 10245 Berlin  
Recorded in the Register of Companies at the District Court of Charlottenburg under no. HRB 92736,

That company on the other hand acting as the personally liable partner of

The company WISIG Wohnkultur GmbH & Co. KG,  
Grünberger Straße 26, 10245 Berlin  
Recorded in the Register of Companies at the District Court of Charlottenburg under no. HRA 31528.

Based on his inspection of the electronic register of companies of the District Court of Charlottenburg under no. HRB 92736 of 13 June 2008 the officiating notary confirms that Mr Stefan Lorenzen is authorized to represent the Simon-Dach-Straße zehn Verwaltungsgesellschaft mbH as described above.

Based on his inspection of the electronic register of companies of the District Court of Charlottenburg under no. HRA 31528 of 13 June 2008 the officiating notary confirms that the Simon-Dach-Straße zehn Verwaltungsgesellschaft mbH is authorized to represent the WISIG Wohnkultur GmbH & Co. KG as described above.

## Preamble

WISIG Wohnkultur GmbH & Co. KG has acquired the property specified in § 1 of the Declaration of Partition by bidding deed of 2 December 2006 - No. 837/06 of the Register of Deeds of the notary Alexander Stelter - and by instrument of acceptance of 26 February 2008 - No. 199108 of the Register of Deeds of the notary Alexander Stelter.

The transfer of ownership in favour of WISIG Wohnkultur GmbH & Co. KG has not happened yet.

Putting that first, the person appearing declares on behalf of the companies that he represents by asking for recording the

## **Declaration of Partition**

For creating apartment and part ownerships according to § 8 Condominium Act (WEG)

## **§ 1 Object specification**

(1) WISIG Wohnkultur GmbH & Co. KG is the not yet recorded owner of the following property recorded in the land register of Friedrichshain, folio 10678N, cadastral unit 21, parcel 164:

### **Kopernikusstraße 32 in Berlin-Friedrichshain**

The situation of the land register is shown as follows:

Division I

Prof. Dr. med. -habil. Peter Schramm,  
Uwe Möller

Renate Schmidt

Siegrid Schiffer

Günter Volk - in a partnership under Civil Code (GbR) -

Division II

Serial no. 1

An easement existing in form of a courtyard community in favour of the property recorded in that land register in volume 245, folio 1756.

Serial no. 2

Disposition of the property, of its parts or of rights in the property is only effective by approval of the Office of Property Control at the Construction Department of the City Council of Great Berlin. This is based on the Property Control Regulations of the City Council of Great Berlin of 27 July 1950 (VOBl. I p. 207) and on the request of 15 April 1952.

Serial no. 3

Under the protection and the provisional administration of the VEB Kommunale Wohnungsverwaltung Berlin-Friedrichshain pursuant to § 2 of the Regulation of 4 September 1952 - VOBl. I p. 445 -

Serial no. 4

Refurbishment will be carried out - § 143 Para 4 BauGB (Building Code)

Serial no. 5

Priority notice for the transfer of ownership for WISIG Wohnkultur GmbH & Co. KG

Division III

No entries

The titles recorded in Division II serial nos. 2 and 3 will be cancelled in the course of the execution of the purchase agreement. A land charge for financing the general project will be recorded in Division II.

(2) Four loft houses with 56 apartments, 1 commercial unit and an underground car park with 44-50 parking spaces will be built on the property specified above.

## **§ 2 Partition of the object**

(1) The owner does now divide the ownership in this property into co-ownership shares in such way that the special ownership in an apartment (apartment ownership) or in spaces that are not used for living purposes (part ownership) is connected with each co-ownership share as specified below:

1. Co-ownership share of 230/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (commercial loft) on the ground floor specified in the layout plan with no. 01 including the special right of use in garden space A and in terrace A of loft house A.

2. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house A specified in the layout plan with no. 02.
3. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house A specified in the layout plan with no. 03.
4. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house A specified in the layout plan with no. 04.
5. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house A specified in the layout plan with no. 05.
6. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house A specified in the layout plan with no. 06.
7. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house A specified in the layout plan with no. 07.
8. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house A specified in the layout plan with no. 08.
9. Co-ownership share of  $194/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house A specified in the layout plan with no. 09.
10. Co-ownership share of  $187/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house A specified in the layout plan with no. 10.

11. Co-ownership share of 187/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house A specified in the layout plan with no. 11.
  
12. Co-ownership share of 198/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 12 including the special right of use in garden spaces C and in the two terraces C of loft house B.
  
13. Co-ownership share of 131/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 13 including the special right of use in garden spaces B and in the two terraces B of loft house B.
  
14. Co-ownership share of 197/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house B specified in the layout plan with no. 14.
  
15. Co-ownership share of 197/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house B specified in the layout plan with no. 15.
  
16. Co-ownership share of 197/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house B specified in the layout plan with no. 16.
  
17. Co-ownership share of 197/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house B specified in the layout plan with no. 17.
  
18. Co-ownership share of 197/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house B specified in the layout plan with no. 18.
  
19. Co-ownership share of 197/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house B specified in the layout plan with no. 19.

20. Co-ownership share of  $197/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house B specified in the layout plan with no. 20.
21. Co-ownership share of  $197/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house B specified in the layout plan with no. 21.
22. Co-ownership share of  $182/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house B specified in the layout plan with no. 22.
23. Co-ownership share of  $182/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house B specified in the layout plan with no. 23.
24. Co-ownership share of  $117/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 24 including the special right of use in garden spaces D and in the two terraces D of loft house C.
25. Co-ownership share of  $210/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 25 including the special right of use in garden spaces E and in the two terraces E of loft house C.
26. Co-ownership share of  $57/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the ground floor specified in the layout plan with no. 26 including the special right of use in garden space H and in terrace H of loft house C.
27. Co-ownership share of  $115/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house C specified in the layout plan with no. 27.
28. Co-ownership share of  $212/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house C specified in the layout plan with no. 28.

29. Co-ownership share of  $57/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house C specified in the layout plan with no. 29.
30. Co-ownership share of  $115/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house C specified in the layout plan with no. 30.
31. Co-ownership share of  $212/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house C specified in the layout plan with no. 31.
32. Co-ownership share of  $57/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house C specified in the layout plan with no. 32.
33. Co-ownership share of  $115/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house C specified in the layout plan with no. 33.
34. Co-ownership share of  $270/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house C specified in the layout plan with no. 34.
35. Co-ownership share of  $115/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house C specified in the layout plan with no. 35.
36. Co-ownership share of  $270/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house C specified in the layout plan with no. 36.
37. Co-ownership share of  $96/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house C specified in the layout plan with no. 37.
38. Co-ownership share of  $213/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house C specified in the layout plan with no. 38.



39. Co-ownership share of  $77/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the attic floor of loft house C specified in the layout plan with no. 39.
40. Co-ownership share of  $132/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the attic floor of loft house C specified in the layout plan with no. 40.
41. Co-ownership share of  $58/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 41 including the special right of use in garden spaces K and in terrace K of loft house D.
42. Co-ownership share of  $214/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 42 including the special right of use in the garden G and in the two terraces G of loft house D.
43. Co-ownership share of  $221/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (garden loft) on the ground floor specified in the layout plan with no. 43 including the special right of use in two gardens F and in the two terraces F of loft house D.
44. Co-ownership share of  $57/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house D specified in the layout plan with no. 44.
45. Co-ownership share of  $213/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house D specified in the layout plan with no. 45.
46. Co-ownership share of  $221/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the first floor of loft house D specified in the layout plan with no. 46.
47. Co-ownership share of  $57/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house D specified in the layout plan with no. 47.

48. Co-ownership share of  $213/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house D specified in the layout plan with no. 48.
49. Co-ownership share of  $221/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the second floor of loft house D specified in the layout plan with no. 49.
50. Co-ownership share of  $270/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house D specified in the layout plan with no. 50.
51. Co-ownership share of  $221/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the third floor of loft house D specified in the layout plan with no. 51.
52. Co-ownership share of  $270/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house D specified in the layout plan with no. 52.
53. Co-ownership share of  $221/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (terrace loft) on the fourth floor of loft house D specified in the layout plan with no. 53.
54. Co-ownership share of  $213/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house D specified in the layout plan with no. 54.
55. Co-ownership share of  $185/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the fifth floor of loft house D specified in the layout plan with no. 55.
56. Co-ownership share of  $138/10,000^{\text{th}}$  parts connected with the special ownership in the part ownership (penthouse) on the attic floor of loft house D specified in the layout plan with no. 56.

57. Co-ownership share of 142/10,000<sup>th</sup> parts connected with the special ownership in the part ownership (penthouse) on the attic floor of loft house D specified in the layout plan with no. 57.

(2) The apartment and part ownerships are self-contained within the meaning of § 3 Para 2 WEG. The layout plans and the certificate of self-containedness by the competent authority have not been issued yet.

The layout plans that are attached to today's deed are relevant for the time being. It is referred to those plans. The layout plans have been checked and countersigned. Then they have been attached to the deed.

### **§ 3 Subject matter of the special and of the joint ownership**

(1) Content and scope of the special ownership and that of the joint ownership result from the provisions of this Declaration of Partition and from the statutory regulations.

(2) Additionally and added by way of explanation it is provided that the special ownership includes:

- The water, sewage water and heating pipes from respectively up to the connection to the common rising pipes and penstocks.

- The power and gas (if applicable) lines from the meter junction.

- The terraces except for the external walls, gratings and railings as well as the base plate and the insulating layer. The ground floor terraces A, B, C, D, E, F, G, H and K that are created as special rights of use are exempted from this.

(3) Should it not be possible to declare the building parts declared as special ownership as such, they are allocated to the respective units of special ownership belonging to them for special use and should be treated like special ownership as regards maintenance duties and possible operating costs. This applies to terraces A, B, C, D; E, F, G, H and K too.

This does not apply to the external walls and to possible railings of the terrace. The community is responsible for their maintenance.

(4) As far as the building's external design is affected by the parts of the building allocated to the special ownership or to special use, the community of owners shall decide on the necessity and on the type of maintenance in accordance with the rules that apply to the maintenance of the community's property.

#### **§ 4 Principle of the apartment owners' relationship among each other**

(1) Unless otherwise provided in this Declaration of Partition, the relationship among the apartment owners is governed by §§ 10-29 WEG and by the provisions of the Civil Code on the community.

(2) Other provisions about the way how to use the special ownership and about how to use the joint ownership jointly should be laid down in the house rules.

The property manager should prepare the house rules, and the meeting of owners should pass them.

A two-thirds majority of the meeting of owners may amend the house rules.

#### **§ 5 Rules of use according to § 15 WEG**

The following rules of use have been set up:

(1) Special rights of use in the joint ownership.

A special right of use in the joint ownership is allocated to the respective owners of special ownership by excluding the other apartment owners as specified below:

1. Pieces of land for terraces and for using garden spaces pursuant to the allocation provided in § 2 of this deed.

The parts of the joint ownership (garden) concerned are marked in the manner described above in more detail in the plan "Special ownership - garden" that is attached separately. The plan forms part of this deed. It is referred to it. The plan has been checked and countersigned.

One garden container may be put up on each special ownership (garden) as shown on the plan.

2. The special ownership rights in the terraces appear from the g/f layout plan. The dividing owner will allocate the special ownership rights in the parking spaces 1 - 44 (up to 50 by extending the cellar area between loft terraces A and B, if applicable) in the underground car park at his discretion and by excluding possible third-party rights to separate apartment units (as a special right of use) as part of the sales process of the apartments.

Doing so, one may create the right of erecting a double parker on a special right of use for one parking space. Any structural changes required for this are permitted. The underground car park appears from the layout plan „Basement“.

Further, the dividing owner is entitled (but not obliged) to create special rights of use in the roof terraces 1, 2, 3 and 4 that are shown on the layout plan and to allocate those separate units even divided up (if applicable).

3. The property manager will allocate the cellar rooms (management instruction). Each unit shall have a cellar room with a size of at least 6 sq m.

## (2) Restrictions for using the special ownership

The use of the special ownership is restricted as follows:

### 1. Commercial use

Commercial or professional activities in the apartment may be carried out only with the community of owners' consent as long as it is no „silent trade“.

Such „silent trades“ not subject to approval are trades without any public activities and such that do not produce any noise, which exceeds the normal character when using the apartment. Carrying out commercial activities in the part ownership is free within the usual framework.

## 2. Change of use

The type of use indicated with the individual special ownership rights may be changed only with the community of owners' consent.

### (3) Rules for using common rooms

#### 1. Observing the type of use

Unless the meeting of the owners decides on a different common utilization, the rooms and spaces that are used jointly may only be used in accordance with their type of use stated in the layout plan.

As far as that is concerned, the dividing owner is entitled to decide on changing the type of use until the completion of the project without any restrictions.

#### 2. Rooms without any specified type of use

If no special type of use has been specified for rooms and spaces that are part of the joint ownership, the meeting of the owners decides on their use, which shall be binding until the meeting of the owners decides on another purpose. § 5 (3) Sentence 2 shall apply accordingly.

#### 3. Regulations per house

As regards the use of the common rooms it is determined:

Each of the communities of loft houses A, B, C and D decide on their own house.

### (4) Approval procedure

If the approval of the community of owners is provided above, the following applies in detail:

#### 1. Delegation to the property manager

The community may delegate the authority of granting approval to the property manager.

#### 2. Revocable approval, imposed conditions and obligations

Approval may be granted as revocable. It may even be bound to imposed conditions and obligations.

### 3. Grounds for refusal

Approval may only be refused for good cause.

A good cause for refusing one's approval is particularly present if the intended change of use could have an unreasonable adverse effect on certain apartment owners or tenants, or if it changes the house's character considerably.

## **§ 6 Structural changes**

The following regulations are made for structural changes to the joint ownership:

### (1) Structural changes to the front side

1. Structural changes to the front side like the fixing of sun blinds, protective gratings, advertising facilities (company signs, banners, neon signs) or similar facilities are permitted if they do not interfere with the housing area's overall picture and if the required official permits have been granted.

2. Such measure requires the meeting of the owners' or the property manager's (if one has been appointed) approval. It may only be refused if it interferes with the housing area's overall picture, if the required official permits are missing or for any other good cause. It may be bound to imposed conditions and obligations, and it may be granted as revocable. The meeting of the owners may revoke the approval granted by the property manager within one year after the measure has been carried out or (if the measure has been carried out before the property manager has granted his approval) within one year after such approval has been granted, if the property manager should have refused that measure according to the second sentence or if imposed conditions and obligations have not been met or if the approval was granted as revocable.

3. The fixed items remain the property of the owner who has carried out the measure. He and his legal successors should provide for that the facilities are always in a proper and safe condition. The original condition should be restored when the items are removed.

(2) Structural changes to common installations and facilities

1. Structural changes to common installations and facilities that go beyond proper maintenance and repair and that are for the benefit of all owners (e.g. converting the heating installation to another energy source, connecting the building to the broadband cable network, changing the waste disposal facilities) are permitted, if such measure is for preserving the area's value or for its useful and reasonable improvement, particularly if it is adapted to technical progress as well as to an increased living and housing standard, if it seems to be necessary according to the principles of proper management or if it is mandatory due to conditions imposed by authorities.

2. Such changes require the meeting of the owners' approval.

3. The owners bear the costs of such measure and the resulting operating, maintenance and repair costs as well as the reconstruction costs (if applicable) according to the general rules of bearing the costs for the joint ownership, irrespective of whether they have agreed to that measure or not.

(3) Structural changes to the existing building

1. Structural changes to the building are permitted within the framework of the conditions specified below:

a)

Structural changes that concern the built volumes, the structural calculation as well as the overall character and the external look of the housing area are permitted only if based on a unanimous resolution passed by all owners.

b)

Structural changes that only concern a certain group of owners, be it that they benefit from such measure, that they may be burdened with resulting costs or that they are impeded by such measure beyond the extent stipulated in § 14 WEG, are permitted only if based on a unanimous resolution passed by all owners.



c)

Structural changes, which should be made within one unit or between individual units of special ownership without having any effect on the spatial limits of the joint ownership or of other units of special ownership (e.g. breaking through walls and ceilings, shifting or removing walls and the like), require the meeting of the owners' or the property manager's (if one has been appointed) approval. Such approval should be granted if the measure does not cause any interference with other owners that goes beyond the extent determined in § 14 WEG and if possibly required official permits can be proved. The meeting of the owners may revoke the approval granted by the property manager within one year after the measure has been carried out or (if the measure has been carried out before the property manager has granted his approval) within one year after such approval has been granted, if the property manager should have refused that measure according to the second sentence.

2. The costs of such measure and the resulting operating, maintenance and repair costs as well as the reconstruction costs (if applicable) shall be born

- In case of no. 1 lit. a by all owners according to the general rules of bearing the costs for the joint ownership;
- In case of no. 1 lit. b by the group of owners indicated there according to the general rules of bearing the costs for the joint ownership in such a way as if they were a complete community of owners;
- In case of no. 1 lit. c solely by the arranging owner(s) himself/themselves.

Those owners subject to bear the costs should exempt the other owners from any erection and resulting costs, such costs being directly or indirectly attributable to that measure.

### **§ 7 Selling apartment ownership**

- (1) The apartment ownership may be sold and is inheritable.
- (2) The sale requires the property manager's approval. His approval may only be replaced by a resolution passed by the meeting of the owners.
- (3) Such approval may only be refused for good cause.

A good cause is particularly present if there is reasonable doubt due to present facts that

1. The buyer will meet the financial obligations that he is committed to perform towards the community;
2. The buyer or a person belonging to his household will adapt to the community living in the house.

(4) In case of a sale no approval is required

- from the property developer (first sale);
- from the official receiver;
- if the sale is made by way of execution;
- if the sale is made to a creditor secured by a property lien;
- from a creditor secured by a property lien, who has acquired the apartment ownership provided such sale happens within one year after the acquisition (registration or acceptance of a bid);
- if the sale is made to the spouse or to relatives in direct line.

### **§ 8 Maintenance and repair**

(1) The community of owners is responsible for the maintenance and the repair of the joint ownership.

(2) Each owner should keep his special ownership and those parts of the joint ownership that he has to maintain in such condition as this is required in the community's interest, and he should ensure that no disadvantage will arise to any other apartment owner or tenant, which goes beyond the inevitable extent when living together well-ordered.

(3) The respective apartment owners should repair damages to door and window panes in the special ownership's room area even if such areas are part of the joint ownership.

(4) The respective persons entitled to a special right of use (except for those stated in (6) below) are responsible for maintaining and repairing those parts of the joint ownership, for which special rights of use have been granted.

(5) In addition, the other provisions on maintenance and repair laid down in this Declaration of Partition shall apply.

(6) The community of persons entitled to special rights of use in the underground car park (without the other co-owners) bears the maintenance and operating cost of the underground car park. The costs will be distributed among those persons according to heads per parking space.

### **§ 9 Burdens and costs**

(1) Unless otherwise stipulated in this Declaration of Partition, the apartment owners shall bear the burdens of the joint ownership as well as the maintenance, repair and other management costs and the costs for the joint utilization of the joint ownership according to the ratio of their co-ownership shares.

The same applies to the operating costs for heating, water, sewage, power and gas (if applicable) if there are not installed separate measuring devices.

(2) The heating and hot water supply costs are distributed at 70 % according to consumption and at 30 % according to space. The Heating Costs Ordinance has priority and should be observed.

Special ownership	heatable	living	resp.	useable area
No. 1		136.47 m <sup>2</sup>		
No. 2		112.99 m <sup>2</sup>		
No. 3		112.99 m <sup>2</sup>		
No. 4		112.99 m <sup>2</sup>		
No. 5		112.99 m <sup>2</sup>		
No. 6		112.99 m <sup>2</sup>		
No. 7		112.99 m <sup>2</sup>		
No. 8		112.99 m <sup>2</sup>		
No. 9		112.99 m <sup>2</sup>		
No. 10		105.44 m <sup>2</sup>		
No. 11		105.44 m <sup>2</sup>		
No. 12		112.99 m <sup>2</sup>		

No. 13	72.71 m <sup>2</sup>
No. 14	112.99 m <sup>2</sup>
No. 15	112.99 m <sup>2</sup>
No. 16	112.99 m <sup>2</sup>
No. 17	112.99 m <sup>2</sup>
No. 18	112.99 m <sup>2</sup>
No. 19	112.99 m <sup>2</sup>
No. 20	112.99 m <sup>2</sup>
No. 21	112.99 m <sup>2</sup>
No. 22	101.27 m <sup>2</sup>
No. 23	101.27 m <sup>2</sup>
No. 24	66.30 m <sup>2</sup>
No. 25	119.92 m <sup>2</sup>
No. 26	32.84 m <sup>2</sup>
No. 27	66.30 m <sup>2</sup>
No. 28	119.92 m <sup>2</sup>
No. 29	32.84 m <sup>2</sup>
No. 30	66.30 m <sup>2</sup>
No. 31	119.92 m <sup>2</sup>
No. 32	32.84 m <sup>2</sup>
No. 33	66.30 m <sup>2</sup>
No. 34	152.70 m <sup>2</sup>
No. 35	66.30 m <sup>2</sup>
No. 36	152.70 m <sup>2</sup>
No. 37	53.48 m <sup>2</sup>
No. 38	118.47 m <sup>2</sup>
No. 39	43.01 m <sup>2</sup>
No. 40	73.54 m <sup>2</sup>
No. 41	32.84 m <sup>2</sup>
No. 42	120.24 m <sup>2</sup>
No. 43	127.61 m <sup>2</sup>
No. 44	32.84 m <sup>2</sup>
No. 45	120.24 m <sup>2</sup>
No. 46	127.61 m <sup>2</sup>
No. 47	32.84 m <sup>2</sup>
No. 48	120.24 m <sup>2</sup>

No. 49	127.61 m <sup>2</sup>
No. 50	153.04 m <sup>2</sup>
No. 51	127.61 m <sup>2</sup>
No. 52	153.04 m <sup>2</sup>
No. 53	127.61 m <sup>2</sup>
No. 54	118.78 m <sup>2</sup>
No. 55	103.13 m <sup>2</sup>
No. 56	76.63 m <sup>2</sup>
No. 57	78.96 m <sup>2</sup>

(3) The operating costs according to the Operating Costs Ordinance are distributed according to the areas' ration.

The living and useable areas calculated for sharing the costs in accordance with the Operating Costs Ordinance are

Special ownership	living	resp.	useable area
No. 1		140.48 m <sup>2</sup>	
No. 2		118.67 m <sup>2</sup>	
No. 3		118.67 m <sup>2</sup>	
No. 4		118.67 m <sup>2</sup>	
No. 5		118.67 m <sup>2</sup>	
No. 6		118.67 m <sup>2</sup>	
No. 7		118.67 m <sup>2</sup>	
No. 8		118.67 m <sup>2</sup>	
No. 9		118.67 m <sup>2</sup>	
No. 10		114.68 m <sup>2</sup>	
No. 11		114.68 m <sup>2</sup>	
No. 12		121.14 m <sup>2</sup>	
No. 13		80.06 m <sup>2</sup>	
No. 14		120.60 m <sup>2</sup>	
No. 15		120.60 m <sup>2</sup>	
No. 16		120.60 m <sup>2</sup>	
No. 17		120.60 m <sup>2</sup>	
No. 18		120.60 m <sup>2</sup>	
No. 19		120.60 m <sup>2</sup>	
No. 20		120.60 m <sup>2</sup>	
No. 21		120.60 m <sup>2</sup>	
No. 22		111.40 m <sup>2</sup>	

No. 23	111.40 m <sup>2</sup>
No. 24	71.42 m <sup>2</sup>
No. 25	130.65 m <sup>2</sup>
No. 26	35.54 m <sup>2</sup>
No. 27	70.58 m <sup>2</sup>
No. 28	130.04 m <sup>2</sup>
No. 29	34.93 m <sup>2</sup>
No. 30	70.58 m <sup>2</sup>
No. 31	130.04 m <sup>2</sup>
No. 32	34.93 m <sup>2</sup>
No. 33	70.58 m <sup>2</sup>
No. 34	164.91 m <sup>2</sup>
No. 35	70.58 m <sup>2</sup>
No. 36	164.91 m <sup>2</sup>
No. 37	58.86 m <sup>2</sup>
No. 38	130.45 m <sup>2</sup>
No. 39	47.31 m <sup>2</sup>
No. 40	80.89 m <sup>2</sup>
No. 41	35.54 m <sup>2</sup>
No. 42	130.97 m <sup>2</sup>
No. 43	135.11 m <sup>2</sup>
No. 44	34.93 m <sup>2</sup>
No. 45	130.36 m <sup>2</sup>
No. 46	135.11 m <sup>2</sup>
No. 47	34.93 m <sup>2</sup>
No. 48	130.36 m <sup>2</sup>
No. 49	135.11 m <sup>2</sup>
No. 50	165.25 m <sup>2</sup>
No. 51	135.11 m <sup>2</sup>
No. 52	165.25 m <sup>2</sup>
No. 53	135.11 m <sup>2</sup>
No. 54	130.66 m <sup>2</sup>
No. 55	113.44 m <sup>2</sup>
No. 56	84.29 m <sup>2</sup>
No. 57	86.86 m <sup>2</sup>

(4) The management costs are the same for each apartment ownership. The meeting of the owners (or the dividing owner first) decides on the amount as well as on possible deviations regarding the special ownership of parking spaces in the car park or for commercial rooms. If units are combined for use they are to be considered as one unit.

(5) The following insurance policies are taken out for the special and for the joint ownerships:

- Residential building insurance
- House owner's liability insurance
- Tap water damage insurance.

The meeting of the owners may decide on changing the insurance companies, on taking out additional or on cancelling certain insurance policies for the period following the expiration of the initial insurance term.

(6) The apartment owners are committed to accumulate a maintenance reserve fund for the joint ownership. Every apartment owner should pay a reasonable amount for this; the portion of each individual apartment owner depends on the ratio of the co-ownership shares to each other.

(7) All the cost to be paid to the community or to be met by the community should be paid to the property manager, who administers them or passes them on respectively.

(8) The meeting of the owners may change the distribution key as set above by a two-thirds majority.

(9) In the event, an apartment or part ownership is sold, the following applies:

1. All payments made by the vendor to the community (maintenance reserve, other monthly levies) are passed to the buyer.
2. The buyer is jointly and severally liable towards the community (including monthly levies and other arrears) for all the vendor's payment obligations.

This does not apply to buyers, who did acquire the apartment ownership by acceptance of the bid at a sale in execution.

3. The annual settlement of accounts for the year, in which the sale took place, will be delivered to the buyer and on request to the vendor too. The buyer is committed to pay for any arrears, and he is entitled to accept refunding for overpayment.

4. The vendor and the buyer should make a possible balance of accounts among each other.

5. Each buyer should subject himself in the purchase deed to immediate execution into his entire assets for the current monthly levy that applies at the time of the acquisition.

(10) The persons entitled to a special right of use bear the costs of the underground parking spaces separately per head.

#### **§ 10 Duty to rebuild and to restore**

(1) If the building has been destroyed totally or partly, the apartment owners are committed one another to restore the condition that has been there before the damage has occurred.

(2) If the restoration costs are not covered otherwise, each apartment owner bears the costs for restoring his special ownership and the costs for restoring the joint ownership at the ratio of his co-ownership share. In addition, the provisions on the duty to rebuild and to restore laid down in this Declaration of Partition shall apply.

(3) Every apartment owner may exempt himself from the obligation to have a share in the rebuilding by selling his apartment ownership within three months following the resolution on such rebuilding.

The buyer is not entitled to evade his duty to rebuild, unless the meeting of the owners agrees to this unanimously.

(4) If insurmountable obstacles stand in the way of such rebuilding, every apartment owner may demand the setting aside of the community.



The claim to setting aside the community is excluded if another apartment owner or a third party is willing to take over the apartment ownership of the apartment owner demanding such setting aside at the estimated value, and if there are no reasonable objections against such takeover to be found in the person taking over the apartment ownership.

- (5) In case the community is set aside, the settlement will be made by private sale or by way of putting up the apartment ownership for public auction.

### **§ 11 Withdrawing the apartment ownership**

(1) In addition to the legal provision it is determined that the prerequisites for withdrawing the apartment ownership are even present if an apartment owner is in arrears with meeting his obligations of bearing the burdens and costs by more than twelve months.

(2) If several persons are entitled to the apartment ownership, the withdrawal may even be asserted if the prerequisites for such withdrawal are found in the person of only one of the co-owners.

### **§ 12 Meeting of the owners**

(1) The meeting of the apartment owners decides on all matters, on which the apartment owners may decide in accordance with the Condominium Act and with this Declaration of Partition.

(2) A meeting of the owners should be held at least once a year. In addition, a meeting of the owners should be held if apartment owners having more than one fourth of all votes (within the meaning of § 24 Para 2 WEG) demand the calling of a meeting by stating the subject matter of such meeting. Further, each apartment owner may demand that a meeting is called if he needs the approval of the meeting of the owners for certain measures or activities.

(3) The property manager should call the meeting of the owners. He is even entitled to do so after his term of office has expired, unless he has been voted out of office or replaced by a new property manager.

(4) The calling of the meeting is to be made in writing. The dispatch of the invitation to the last known address of an apartment owner is sufficient for the calling's propriety. The calling is made with a two weeks term. The date as per postmark is decisive for the start of the term.

(5) The meeting of the owners constitutes a quorum if more than a half of the co-ownership shares is present or represented. In case there is no quorum, the property manager may call a new meeting with a one week term, which has a quorum in any case.

(6) The vote depends on the ratio of the co-ownership shares.

(7) Representation at the meeting of the owners is permitted. The authorisation of representation should be proved by presenting a written power of attorney.

A power of attorney may only be granted to the following persons:

- To the property manager;
- To another apartment owner;
- To the spouse;
- To a fellow tenant;
- To a relative in direct line;
- To a person entitled to use the apartment, who is recorded in the land register (a usufructuary or a person entitled to live in the apartment);
- To the tenant of the apartment ownership;
- To the buyer of the apartment ownership;
- To a person obliged to professional discretion belonging to the group of legal and tax advisory professions.

(8) A resolution is valid even without a meeting of the owners to be held, if all apartment owners agree to pass a resolution in writing. The voting behaviour does not matter in that case.

(9) In addition to § 23 WEG it is determined that (going beyond the provisions stated there) a resolution should be recorded in the minutes for taking effect. The minutes should be signed by the chairman of the meeting and by one or two apartment owners to be determined by the meeting.

### **§ 13 Economic plan**

(1) An economic plan should be set up for each calendar year, which has to be passed by the meeting of the owners. The meeting of the owners may set up a different term for the economic plan.

(2) The property manager should prepare it.

(3) According to this Declaration of Partition, the costs to be met by the community should be included at the amount anticipated for that economic year.

It should be considered for the maintenance costs that an appropriate amount has to be saved for more extensive maintenance work.

### **§ 14 Several apartment owners**

If several persons are entitled to the apartment ownership, then every single one of them is considered as authorized to make and to accept for and against all persons of this community of owners declarations of intention as regards the community of owners or its bodies.

### **§ 15 Property manager**

(1) Mrs Ute Eckert

Immobilien- & Büromanagement  
Grünberger Straße 26, 10245 Berlin

is appointed first property manager.

(2) The appointment is made for a two years term starting on the day the land register for the project is opened.

(3) The meeting of the owners may relieve the property manager from office prematurely for good cause.

(4) The property manager's rights and duties appear from § 27 WEG and from the provisions of this Declaration of Partition.

In addition, the property manager has the following duties and powers:

- To conclude agreements and to make other legal transactions and legal acts as part of his management duties having effect on and against all apartment owners.
- To assert claims of the community out of court and before court in his own name but for the account of the community of apartment owners (capacity to sue or be sued in one's own name without being directly involved in the subject matter of the action).
- To collect from the apartment owners any amount to be paid to or through the property manager according to the provisions of this Declaration of Partition and to assert such payments (should the occasion arise) out of court and before court in his own name but for the account of the community of apartment owners (capacity to sue or be sued in one's own name without being directly involved in the subject matter of the action).
- To employ a caretaker and to conclude a contract of employment with him.
- To set up the house rules and to present them to the meeting of the owners for passing it.

### **§ 16 Management Advisory Board**

(1) The meeting of the owners may elect a Management Advisory Board, the duties of which appear from § 29 WEG.

(2) The meeting of the owners decides on the number of members of the Management Advisory Board. Doing so, the number of three members as set in § 29 Para 1 Sentence 2 WEG may be gone over.

(3) The Management Advisory Board is entitled to inspect all the property manager's books and other documents that regard the community.

**§ 17 Definition of terms**

The aforementioned provisions for the apartment ownership do basically apply to the part ownership too, if no special regulations have been provided for it.

**§ 18 Consent to making an entry and to file an application**

The owner consents to and applies for making the following entries in the land register:

1. The partition of the piece of land pursuant to § 2 of the Declaration of Partition;
2. The provisions of §§ 3-17, except for § 15 No. 1, of this Declaration of Partition as the content of the special ownership.

The encumbrances recorded in Divisions II and III shall remain and have to be transferred into the separate registers for the apartments.

Final statements

1. The owner bears the costs of this deed and those of its execution.
2. The owner applies for 57 photocopies of this Declaration to be made for him.
3. It is applied with the Land Registry to issue a certified copy of each folio of the land register after execution.

**§ 19 Implementing authorisation**

1.

WISIG Wohnkultur GmbH & Co. KG authorizes the employees of the notary in office, so to say

- a) Mrs Christiane Breyer,
- b) Mrs Christin Lau,
- c) Mrs Karin Behnfeldt,
- d) Mrs Yvonne Danziger,
- e) Mrs Jenny Pewsner,
- f) Mrs Stephanie Buse,

all of them working at the office Budapester Straße 31, 10787 Berlin,

in fact each of them individually by exempting them from the restrictions stated in Sec. 181 Civil Code, to make and to receive any statements on their behalf that are required for the execution of this agreement, to declare completions of sale, to make identity statements, to file and to withdraw applications.

Hence, they can make reciprocal statements for all parties involved.

2.

This power of attorney does even authorize to amend and to change the Declaration of Partition, particularly in case of possible complains about it made by the Land Registry.

3.

The authorized persons will act upon instructions given by the notary in office. They are exempted from any personal liability. Only the notary in office may use this authorization.

4.

The power of attorney expires 1 year after the land registers have been opened.

The notary has read loud this record to the person appearing, who did approve and sign it with his own hand: