

## **“Le National” – General Building Rules**

Regulation for administration and use of the condominium property by floors

### **Chapter I – General provisions**

A condominium property by floors is established on parcel 5184 of the Commune of Montreux, consisting on the one hand of the fully renovated historic buildings of the National de Montreux, built at the end of the 19th century (the Hotel and Les Arcades), and on the other hand of four new buildings and an underground car park.

All of these renovated and newly constructed buildings together form a single property by floors.

#### **Article 1 – Designation**

This regulation concerns the real estate established as condominium property by floors, designated in the land register as follows: parcel no. 5184, folio 44, Commune: Montreux, surface area: 8,119 m<sup>2</sup>, address: Chemin du National 1/2, À Bon-Port, Avenue du Casino 10/12/14.

#### **Article 2 – Applicable rules**

The “Le National” property by floors is governed by its constitutive deed of 16 May 2007. In addition, the following apply: this regulation of administration and use and any subordinate regulations; the decisions of the assembly of co-owners; articles 712a to 712t of the Swiss Civil Code (CC) and the applicable federal and cantonal legislation.

#### **Article 3 – Binding force**

This regulation is mentioned in the land register (art. 712g para. 3 CC); the administrator is responsible for registering any subsequent amendments.

It is binding on all co-owners, their successors, as well as usufructuaries and holders of a right of habitation.

Any implementing house rules and decisions of the assembly produce the same binding effect, independently of a land-register entry (art. 649a CC).

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### **Chapter II – Lots and shares**

#### **Article 4 – Lots**

The property by floors comprises 90 lots, each with a separate folio in the land register.

The lots bear folio numbers 5184-1 to 5184-37, 5184-39 to 5184-51 and 5184-53 to 5184-92; folios 5184-38 and 5184-52 are dependency parcels.

Each lot consists of a co-ownership share including:

- an exclusive right of disposal, use, administration and interior layout of the private parts within the limits of this regulation and the law (art. 712a CC)
- a common right of enjoyment and administration of the common parts (art. 647 ss CC; art. 712g ss CC).

The lots are delimited according to the plan filed with the land register, which forms an integral part of the constitutive deed (art. 712e para. 1 CC).

By derogation from art. 712b para. 3 CC, any parts not clearly attributed to a lot are presumed to be common.

#### Article 5 – Shares

Each lot has a share, expressed in per-mille, of the overall property.

These shares appear in the allocation table (Annex 1) and may be modified with the consent of all directly concerned parties and the approval of the assembly (art. 45 para. 2 lit. b).

If the assembly refuses, any co-owner may seek judicial rectification if shares are inaccurate due to error or subsequent building changes (art. 712e para. 2 CC).

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### **Chapter III – Private parts and common parts**

#### Article 6 – Private parts

Private parts (exclusive right of each co-owner, art. 712b para. 1 CC) include in particular:

- a) Premises forming each lot and their annexes (cellar, garage, attic) as per Annex 1.
- b) Internal partition walls, except load-bearing walls.
- c) All floor, ceiling and wall coverings, including on balconies, verandas and loggias, except insulation and waterproofing.
- d) Interior woodwork, doors, built-in cupboards, including entrance doors of the lots.
- e) Windows, French windows, shutters and blinds of lots and their sills, roof windows, private light wells, windows of loggias and verandas and commercial shop fronts.
- f) Awnings and their mechanisms.
- g) Sanitary installations and taps.
- h) Electrical, telecom, alarm, home automation, telephone, intercom and videophone installations and their conduits from the branch where they serve only the lot (apartment fuse board).
- i) Pipes and ducts inside the lot and their branches, except transit ones.
- j) Radiators, stoves, fireplaces included in the lot.
- k) The internal part of loggias, verandas and balconies.
- l) Any construction element within a lot that can be altered without affecting the building's existence, structure, solidity or external appearance, and without harming common parts or other rights.

For elements in letters e, f and k, art. 12 para. 4 is reserved.

#### Article 7 – Common parts

Common parts (art. 712b para. 2 CC) notably include: the whole land plot, external walls, fences, accesses, gardens, playgrounds, roofs, façades and their cladding,

external balcony parts and slabs, staircases, lifts, insulation and waterproofing structure, central heating plant and conduits, all common technical risers and ducts, sewer and drainage systems, central ventilation, the lounge/smoking room and the wine cellar (with private lockers for each “Le National” apartment).

For maintenance of common parts subject to special use rights, art. 29 applies.

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## **Chapter IV – Rights and obligations**

### **A – General provisions**

#### Article 8 – Liability

Each co-owner must comply with the law, this regulation, any implementing rules and assembly decisions, and avoid damaging common parts, being liable for any damage caused.

Liability extends to persons in the household, tenants, usufructuaries and anyone for whom the co-owner is legally responsible.

All damage to common parts must be reported to the administrator.

#### Article 9 – Insurance

The condominium concludes the necessary insurance contracts.

Each co-owner must take out liability insurance and water-damage insurance; furniture fire insurance is compulsory in Vaud and a copy of policies must be given to the administrator.

Any special risk increase or upscale fit-out must be reported; related extra premiums are borne by the relevant owner.

### **B – Private parts**

#### Article 10 – Use of the lots

Unless the assembly decides otherwise, lots may only be used according to their designated use: residential, commercial/office or spa/wellness as listed by folio numbers.

Commercial activities must not disturb residents; uses such as gaming rooms, erotic businesses, night-clubs or fast-food require explicit authorization.

Any change of use must be approved by the assembly and cannot significantly and durably impair others’ use or return without their consent.

#### Article 10a – Rentals (2018 amendment)

Co-owners may rent their apartments directly or via an agency, subject to commercial police authorization filed with the administrator.

Each rental must be notified to the administrator before or on arrival, with a police form and signed PPE and Spa rules from tenants; non-compliance leads to a CHF 100 fine and possible refusal of access.

Co-owners are encouraged to use the management agency's rental contracts or equivalent conditions, and all rental contracts must at least: define key handover/return procedures, forbid subletting (any sub-tenant is denied access), and impose a minimum stay of 3 nights for all apartments.

#### Article 11 – Use of lots

Each co-owner is free to use the premises provided this does not harm others' rights, common interests, the building's value or appearance, or cause damage to common parts.

#### Article 12 – Maintenance and external appearance

Each co-owner must maintain and repair their lot to ensure solidity, health and safety, at their own cost, including prompt repair of taps and pipes.

If a co-owner refuses necessary works after written notice, the administrator informs the assembly which may decide legal action; in urgent cases the administrator may take protective measures.

Any modification of common parts or visible private parts (including windows, awnings, entrance doors) requires prior assembly approval; minor changes (signs, inscriptions) may be allowed in writing by the administrator.

Awnings and mats are at each owner's expense, with color and quality defined by the administrator; balcony and attic terrace maintenance is borne by each concerned owner.

#### Article 13 – Alterations and works

Co-owners may rearrange interiors and even merge contiguous lots at their expense if shares are not changed, but any internal modification needs prior written approval from the administrator with technical proof of safety.

Works must limit noise and nuisance; if a defective private part risks damaging common parts, the owner must act immediately, failing which the administrator or even another owner may intervene at the faulty owner's expense in urgent cases (art. 712s CC, art. 647 CC).

#### Article 14 – Access to premises

Co-owners must allow access to their lots for necessary repairs, modifications or installations required for safety or necessity; with five days' notice, the administrator may inspect to verify maintenance obligations.

Access is granted without compensation in such cases.

#### Article 15 – Absence

In case of prolonged absence, the owner must prevent damage (frost, leaks, fire, obstruction, falling objects) and maintain a minimum temperature of 10°C during heating season.

A key must be left with the caretaker or a neighbour (notified to the administrator); in

case of necessity, the administrator or representative may enter, informing the owner as soon as possible.

#### Article 16 – Frost

Each owner must take all useful measures to avoid freezing of installations inside and outside.

#### Article 17 – Windows and balconies

It is forbidden to hang laundry or place objects on window sills and balcony edges, to throw anything out of windows or balconies, or to shake carpets, mats, brooms, etc. from windows, balconies or stairwells.

Flower boxes must be fixed inside balconies with watertight trays to prevent water damage or nuisance.

#### Article 18 – Gardens, terraces and balconies

Owners with exclusive use of gardens, terraces or balconies must maintain them in perfect condition and bear all costs and responsibility for any damage, fissures or leaks resulting from their arrangements or installations; in default, the administrator can order works at their cost.

Major works due to normal wear are borne by the community.

#### Article 19 – Chimney sweeping

Chimneys and connected installations must be swept according to applicable law; each owner is liable for damage resulting from a chimney fire.

#### Article 20 – Floor overloading

No object exceeding structural load limits may be stored; admissible loads follow SIA standards.

#### Article 21 – Noise, vibration, odours and smoke

Use of noisy appliances and musical instruments is permitted only within usual regulations and without disturbing neighbours; any noise, odours or smoke that disturb residents are strictly prohibited.

#### Article 22 – Animals

Keeping dogs, cats and other pets is tolerated provided they do not disturb or damage or dirty the building; they must be kept on a leash outside the lots.

Owners must not attract pigeons, seagulls or other animals that could soil or damage the building.

### **C – Common parts**

#### Article 23 – Use of common parts

Each owner uses common parts according to their purpose and the normal enjoyment of their lot, in a way compatible with the rights of others and the interests of the community.

#### Article 24 – Specific provisions

- a) Storage: it is forbidden to clutter common parts (entrance hall, stairs, landings, cellar corridors) or use them for personal purposes.
- b) Waste rooms: owners must use the provided containers and wrap waste, respecting municipal rules.
- c) Special waste: paper, glass, green waste and similar must be taken to appropriate collection points.
- d) Lift/freight lift: to be used according to its instructions; damage from misuse is at the offender's expense.
- e) Parking: long-term or regular parking is prohibited outside designated spaces; owners may not park on visitor or delivery spaces.
- f) Cable network: connection to cable TV is decided by the assembly; if adopted, the communal antenna is removed.

#### Article 25 – Works on common parts

In an emergency, if the administrator does not act, each owner has a right to intervene under art. 647 CC.

Holders of special use rights over common parts must obtain assembly authorization for construction works.

#### Article 26 – Special use rights

Certain common parts are granted for exclusive use: apartment terraces, gardens, parking spaces (some partitioned), cellars allocated by the administrator and private lockers in the wine cellar of “Le National”.

The special use right concerns use only and excludes acts of disposition or construction, for which arts. 10 ss apply; it may be created, changed or removed by assembly decision with the consent of the concerned owner.

By a 2016 amendment, the terrace accessible from lot AR3.1 is for the exclusive use of that lot owner.

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### **Chapter V – Common costs and charges**

#### Article 27 – Components

Common costs and charges include, in particular, expenses for maintenance, repairs and renewal of common parts (roads, exterior areas, technical networks, façades, roofs, structure), administration costs (administrator's fee, assembly organization, staff, insurance premiums, audit costs, tools, legal costs), public charges and taxes affecting all owners, and annuities to secured creditors.

#### Article 28 – Ordinary apportionment

Ordinary apportionment of costs follows the per-mille shares (art. 712h CC).

Heating and hot-water costs for private parts are divided by heated volume or individual

metering; any change in shares leads to an adapted cost allocation unless otherwise agreed.

#### Article 29 – Special use rights

Common parts under special use rights are maintained and repaired by the community, but the beneficiaries bear costs resulting from their use.

#### Article 30 – Accounting principles

The administrator keeps accounts (balance sheet, profit and loss, budget) according to usual commercial standards and proposes cost allocation, the budget and annual contributions for assembly approval; a reviser may be appointed.

#### Article 31 – Payment of contributions

Owners pay quarterly advances on common costs, 10 days before each quarter, on invoices sent at least 30 days in advance; late payments bear 8% annual interest. The administrator may request a legal mortgage or exercise a lien on furniture for unpaid amounts; set-off against claims against the community is excluded.

#### Article 32 – Renovation fund

A renovation fund is created and funded according to per-mille shares, at least 0.2% of the updated fire-insurance value of the building per year; use of the fund requires an assembly decision and must concern necessary or useful works on common parts not under special use rights, unless unanimously decided otherwise.

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## **Chapter VI – Organisation of the community**

#### Article 33 – General principles

The community has civil capacity under art. 712l CC; its organs are the assembly of co-owners, the administrator and, where applicable, a reviser or other bodies created by the assembly.

#### **Assembly of co-owners (Articles 34–48)**

The assembly is the supreme body; it meets at least once a year, may be convened extraordinarily, is called by registered letter with agenda, and must respect quorum rules (first and second calls).

Voting rights, representation by proxy, chairing, minutes, voting methods (show of hands or secret ballot), and calculation of simple, double and unanimous majorities are detailed, along with lists of matters requiring each level of majority (e.g. works, changes to rules, change of use, use of renovation fund, luxurious works, disposal of the base property, dissolution of PPE).

#### **Administrator (Articles 49–51)**

The administrator is appointed by the assembly, normally first for 10 years then renewable periods, with a specific compensation scheme in case of early termination. Tasks include day-to-day administration, urgency measures, building supervision, budget and accounts management, enforcement of rules and sanctions, staff management, representation of the community, collection of contributions and renovation fund payments, management of insurances and contracts, and maintenance of documentation.

Notifications to the community can validly be made to the administrator's address.

### **Reviser (Article 52)**

The reviser, if appointed, checks the accounts, reports to the assembly, attends the ordinary assembly and may be revoked at any time.

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## **Chapter VII – Miscellaneous**

### Article 53 – Acts of disposition

Each co-owner may sell, encumber or rent their lot at any time but must inform the administrator within 10 days; the purchaser is jointly liable with the seller for three past years and the current year of common charges.

### Article 54 – Exclusion

A co-owner, usufructuary or holder of a personal annotated right may be excluded by court under art. 649b CC, following an assembly decision.

### Article 55 – Sanctions

In case of breaches, the administrator may issue an oral warning, written warning or, in serious cases and after written warning, ban use of certain common parts for a period; the owner may appeal to the assembly.

### Article 56 – Election of domicile

If without domicile in the canton, owners, right-holders and the administrator elect domicile at the registry of the district court where the property is located.

### Article 57 – Adoption and entry into force

The regulation was adopted unanimously by the co-owners and enters into force upon constitution of the PPE; it forms an integral part of the constitutive deed of 16 May 2007, as amended on 7 June and 24 July 2007.

**Place and date:**

**Signature of the tenant:**