

Statutes for

The Cooperative Housing Association Daggkåpan Upplands Väsby

Translated by ChatGPT

The undersigned board members certify that the following bylaws have been adopted by the association's members at the founding meeting on April 3, 2018.

The Swedish original was signed by:

Ordförande	Lars-Erik Örde
Styrelseledamot	Per Walegren
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Name and Purpose of the Association

1 §

The name of the association is the Daggkåpan Housing Association.

2 §

The purpose of the association is to promote the economic interests of its members by providing apartments and premises with the right of use in the association's building, without any time limit. The right of use may also include land adjacent to the association's building, if the land is to be used as a complement to the apartment or premises. The right of ownership of an apartment in the association is called a housing right, and a member who holds a housing right is called a housing right holder.

Registered Office of the Association

3 §

The board shall have its registered office in Upplands Väsby municipality.

Financial Year

4 §

The association's financial year shall run from January 1 to December 31.

Membership

5 §

The question of admitting a member shall be decided by the board unless otherwise provided in Chapter 2, Section 10 of the Housing Cooperatives Act (1991:614). The board is obliged to decide on the question of membership as soon as possible, normally within one month of the written application for membership being received by the association.

6 §

A member may not resign from the association as long as he or she holds a housing right. A member who ceases to be a housing right holder shall be deemed to have resigned from the association, unless the board approves him or her to remain as a member.

Fees

7 §

The board determines the deposit and annual fee for the condominium. However, any changes to the deposit must always be decided by the general meeting.

The annual fee is proportioned so that it corresponds to what the apartment incurs in the association's ongoing expenses, amortizations, and reserves in accordance with 8 §.

The annual fee is paid monthly in advance, no later than the last business day before the beginning of each calendar month, unless the board decides otherwise.

The board may decide that compensation for heating, hot water, waste management, consumption water, and electricity in the annual fee should be paid based on usage or area.

The board may also decide that compensation for individual metering of operating costs according to the paragraph above and administrative costs associated therewith, as well as compensation for broadband, cable TV, telephony, and property tax, should be paid with equal amounts per apartment. As for broadband and cable TV, the board may from time to time decide on the offering.

If the annual fee is not paid on time, default interest is charged in accordance with the Interest Act (1975:635) on the unpaid fee from the due date until full payment is made. Transfer fees, transfer fees, pledge fees, and fees for subletting can be charged after a decision by the board.

For work related to the transfer of the right of use of the condominium, a transfer fee may be charged by the condominium owner with an amount that may not exceed 2.5% of the basic amount according to Chapters 6 and 7 of the Social Insurance Code (2010:110).

For work related to pledging the condominium, a pledge fee may be charged with an amount that may not exceed 1% of the basic amount according to Chapters 6 and 7 of the Social Insurance Code (2010:110). The pledge fee is paid by the pledger.

For work related to subletting the condominium, a fee for subletting may be charged with an amount that may not exceed 10% of the basic amount per apartment and year according to Chapters 6 and 7 of the Social Insurance Code (2010:110).

The association may not charge any special fees for measures that the association must take due to law and regulation.

Fees must be paid in the manner determined by the board. However, payment may always be made by postal order, postal giro, plusgiro or bank giro.

Reserves and use of annual profits

8 §

Provisions for the association's property maintenance must be made annually, no later than from the financial year immediately following the completion of the financing of the association's property, with an amount corresponding to at least SEK 30 per square meter of the association's housing. The profit that may arise from the association's operations must be balanced in a new account.

Board of Directors

9 §

The board of directors consists of at least three and no more than five members, as well as at least one and no more than four alternates, who are elected by the association at the regular general meeting until the next regular general meeting is held.

With the exception of the first paragraph, during the period until the regular general meeting that falls closest after the final financing of the association's house has been completed, if the board consists of three members, two members and one alternate shall be appointed by Gar-Bo Insurance AB, and if the board consists of four or five members, three members and one alternate shall be appointed by Gar-Bo Insurance AB. Members and alternates appointed by Gar-Bo Insurance AB need not be members of the association.

Final financing has taken place when all the real estate loans provided for in the economic plan have been paid out.

Constitution and Decision-Making

10 §

The board of directors constitutes itself.

The board is authorized to make decisions when the number of members present at the meeting exceeds half of the total number of members. For the validity of decisions taken when the minimum number of members required for decision-making is present, unanimity on the decisions is required.

Signature Authority

11 §

In addition to the board of directors, the association's signature is authorized by two board members jointly, or by one board member jointly with another person appointed by the board for this purpose.

Management

12 §

The board of directors may manage the association's property through a caretaker appointed by the board, who need not be a member of the association, or through an independent management organization.

The caretaker shall not be the chairman of the board.

Disposal, etc.

13 §

Without the authorization of the general meeting, the board of directors or signatories may not dispose of the association's real property or leasehold. However, the board of directors may pledge and mortgage such property or leasehold.

Duties of the Board

14 §

It is the responsibility of the board of directors:

... to provide an account of the management of the association's affairs by submitting an annual report that includes a report on the activities during the year (management report) and a statement of the association's income and expenses during the year (income statement) as well as its financial position at the end of the financial year (balance sheet),

... to prepare a budget and determine annual fees for the coming financial year,

... to inspect the association's house and inventory its other assets at least once a year before submitting the annual report, and to report any observations of particular importance made during the inspection and inventory in the management report,

... to continuously evaluate the association's financial situation,

... to submit the annual report for the previous financial year to the auditors at least six weeks before the general meeting at which the annual report and auditor's report are to be presented, and

... to make the annual report and auditor's report available and send them immediately to members who request them, no later than two weeks before the regular general meeting.

Auditor

15 §

At least one and at most two auditors and one substitute are elected by the ordinary association meeting for the period until the next ordinary association meeting is held. The auditor's duties include:

... to carry out an audit of the association's annual report along with the accounts and the board's administration, and

... to present the audit report at the latest three weeks before the ordinary association meeting.

Association Meeting

16 §

The ordinary association meeting is held once a year before the end of June. An extraordinary association meeting is held when the board finds reason for it and should also be convened by the board when requested in writing for a stated purpose by an auditor or at least one-tenth of all entitled to vote members. The association meeting can be held at the place where the board is located and in Upplands Väsby municipality.

Notice of Association Meeting

17 §

The board convenes the association meeting. The notice of the association meeting shall clearly specify the matters to be dealt with at the association meeting. The notice of the association meeting shall be given by notice in suitable places within the association's premises or by letter or email. A member who does not live in the association's premises shall be notified by letter or email to the address or email address given or otherwise known to the board. Other communications to the association's members shall be given by notice in a suitable place within the association's property or by letter or email. The notice may be issued no earlier than six weeks before the association meeting and shall be issued no later than two weeks before the association meeting.

Right to Propose Motions

18 §

A member who wishes to have a matter considered at the association meeting shall submit his or her request to the board in writing in sufficient time for the matter to be included in the notice of the association meeting.

Agenda

19 §

The following matters shall be dealt with at the ordinary association meeting:

1. Preparing a list of members, proxies, and assistants present (voter list) prepared by the person who opened the meeting.

2. Election of the chairman of the association meeting
3. Notification of the chairman's appointment of the secretary
4. Approval of the agenda
5. Election of two persons to jointly sign the minutes, also vote counters
6. Question of whether the notice of the association meeting has been properly given
7. Presentation of the board's annual report
8. Presentation of the audit report
9. Decision on approval of the income statement and balance sheet
10. Decision on discharge from liability for the board members
11. Decision on the use of the accumulated profit or covering of losses in accordance with the approved balance sheet
12. Decision on remuneration
13. Election of board members and substitutes
14. Election of auditors and substitutes
15. Election of the election committee
16. Other matters specified in the notice

At the extraordinary association meeting, only the matters for which the association meeting has been convened and which are specified in the notice shall be dealt with.

Minutes

20 §

The minutes of the association meeting shall be taken by the chairman appointed for the association meeting. Regarding the content of the minutes, the following applies:

1. The voter list shall be included in or attached to the minutes.
2. The decisions of the association meeting shall be recorded in the minutes, and
3. If a vote has been taken, the result shall be stated in the minutes.

The minutes shall be kept securely.

Minutes recorded at the association meeting shall be made available to the members at the board's disposal within three weeks.

Voting, proxies, and assistants

21 §

At the general meeting of the association, each member has one vote. However, if several members jointly own a housing right, they only have one vote together. Only members who have fulfilled their obligations to the association are entitled to vote.

The member's right to vote at the general meeting of the association is exercised by the member personally, by the member's legal representative under the law, or by a proxy authorized in writing. The proxy must either be a member of the association, the member's spouse or cohabitant, or a sibling, parent, or child who permanently lives with the member. If the member is a legal entity, it may be represented by a proxy who is not a member. The proxy must present a written, dated authorization. The authorization is valid for a maximum of one year from the date of issue.

No one may vote on behalf of more than one eligible voter on the basis of a proxy.

At the general meeting of the association, a member may bring along a maximum of one assistant, who must either be a member of the association, the member's spouse or cohabitant, or a sibling, parent, or child who permanently lives with the member.

Voting at the general meeting of the association is open unless a present eligible voter calls for a secret ballot.

In case of a tie in the vote, the decision shall be made by drawing lots for elections, while in other matters, the chairman's opinion is decisive.

Cases, including the question of amending these statutes, where a special voting majority is required for the validity of a decision are dealt with in Sections 16, 19, and 23 of the Swedish Act on Tenant-Ownership of Residential Premises (1991:614).

Formal requirements for transfer

22 §

An agreement on the transfer of a housing right through purchase shall be drawn up in writing and signed by the seller and the buyer. The purchase document shall contain information on the apartment to be transferred and a price. The same shall apply to exchanges or gifts.

A certified copy of the transfer agreement shall be submitted to the board.

Right to exercise the right of tenancy

23 §

If the right of tenancy has been transferred to a new holder, they may only exercise the right of tenancy if they are, or are assumed to be, a member of the association.

A legal person who is a member of the association may not acquire a right of tenancy to a residential apartment without the consent of the association's board of directors.

Notwithstanding the first paragraph, the estate of a deceased right of tenancy holder may exercise the right of tenancy. However, three years after the date of death, the association may request the estate to demonstrate within six months that the right of tenancy has been included in the distribution of assets or inheritance with regard to the deceased right of tenancy holder's death, or that someone who cannot be refused membership in the association has acquired the right of tenancy and applied for membership. If the time limit set forth in the request is not complied with, the right of tenancy may be sold by compulsory auction on behalf of the estate pursuant to Chapter 8 of the Swedish Act on Tenancies in Multi-dwelling Buildings (1991:614).

Notwithstanding the first paragraph, a legal person may also exercise the right of tenancy without being a member of the association if the legal person acquired the right of tenancy through execution or compulsory auction pursuant to Chapter 8 of the Swedish Act on Tenancies in Multi-dwelling Buildings (1991:614) and had a lien on the right of tenancy. Three years after the acquisition, the association may request the legal person to demonstrate within six months from the request that someone who cannot be refused membership in the association has acquired the right of tenancy and applied for membership. If the request is not complied with, the right of tenancy may be sold by compulsory auction on behalf of the legal

person pursuant to Chapter 8 of the Swedish Act on Tenancies in Multi-dwelling Buildings (1991:614).

24 §

The person to whom a right of tenancy has been transferred may not be refused membership in the association if the conditions prescribed in the articles of association are fulfilled and the association reasonably should accept them as a right of tenancy holder.

A legal person who has acquired a right of tenancy to a residential apartment may be refused membership in the association even if the membership conditions set forth in the first paragraph are fulfilled.

If a right of tenancy has been transferred to the spouse of the right of tenancy holder, the spouse may only be refused membership in the association if they do not fulfill a special membership condition imposed by the association and it can reasonably be required that the spouse fulfills such a condition. The same applies when a right of tenancy to a residential apartment has been transferred to another related person who resided permanently with the right of tenancy holder.

Regarding the acquisition of a share in a right of tenancy, the first and third paragraphs shall only apply if the right of tenancy is held by spouses or, if the right of tenancy concerns a residential apartment, by cohabitants who are subject to the Swedish Cohabitants Act (2003:376).

25 §

If a condominium has been transferred through a division of assets, inheritance, will, company transfer, or similar acquisition and the acquirer has not been accepted as a member, the association may require the holder to demonstrate within six months of the summons that someone who cannot be refused admission to the association has acquired the condominium and applied for membership. If the time specified in the summons is not observed, the condominium may be sold by compulsion for the account of the acquirer in accordance with Chapter 8 of the Condominium Act (1991:614).

Rights and obligations of the apartment owner

26 §

The housing association member may not use the apartment for any other purpose than what it is intended for. However, the association may only invoke a deviation that is of significant importance to the association or any other member of the association.

If a residential apartment, which is not intended for recreational purposes, is owned by a legal entity through a housing right, the apartment may only be used for the purpose of being sublet in its entirety as a permanent residence, unless otherwise agreed.

27 §

The apartment owner may not carry out any measures in the apartment that involve:

1. interventions in a load-bearing structure,
2. alteration of existing pipes for sewage, heating, gas or water, or
3. any other significant change to the apartment, without the board's permission.

The apartment owner may not, without the board's permission, make any underground interventions when leasing land that could damage the courtyard ceiling or supply facilities.

Apartments with fire storage space and/or access roads to the fire storage space may not install installations that obstruct emergency evacuation.

The board may not refuse to grant permission for a measure referred to in the first paragraph unless the measure causes significant damage or inconvenience to the association.

Installations such as awnings, balcony glazing, lighting fixtures, sun protection, satellite dishes, etc. may only be installed on the outside of the building with the board's approval.

The apartment owner is responsible for the maintenance and upkeep of such installations. If necessary for the maintenance of the building or to comply with official orders, the apartment owner is obliged to dismantle the installation upon request from the board.

28 §

The apartment owner may not accommodate outsiders in the apartment if it could cause harm to the association or any other member of the association.

29 §

The housing cooperative owner shall ensure that those living in the vicinity are not exposed to disturbances that can be harmful to their health or otherwise worsen their living environment to an unreasonable degree when using the apartment. The housing cooperative owner shall also observe everything necessary to maintain health, order, and good condition within or outside the house. He or she shall comply with the special rules notified by the association in accordance with local customs. The housing cooperative owner shall also keep a close watch that these obligations are fulfilled by those for whom he or she is responsible under 32 §, paragraph 3, item 2.

If such disturbances occur in the residence as referred to in the first paragraph, the association shall:

1. give the housing cooperative owner a warning to immediately stop the disturbances, and
2. if it concerns a residential apartment, notify the social services committee in the municipality where the apartment is located about the disturbances.

The second paragraph does not apply if the association terminates the housing cooperative owner due to the disturbances being particularly serious with regard to their nature or extent.

If the housing cooperative owner knows or has reason to suspect that an object is infested with pests, it must not be brought into the apartment.

30 §

A housing cooperative owner may sublet his or her apartment to another for independent use only if the board gives its consent. This also applies in cases referred to in 26 §, paragraph 2.

However, consent is not required:

1. if a housing cooperative has been acquired by a legal person who had a mortgage on the housing cooperative and was not admitted as a member of the association through an enforcement sale or forced sale in accordance with the 1991 Housing Cooperative Act (614), or

2. if the apartment is intended for permanent residence and the right to the apartment is held by a municipality or county council.

The board shall be immediately informed of a subletting under the second paragraph.

31 §

If the board refuses to consent to a subletting, the housing cooperative owner may still sublet his or her apartment to another if the Rent Tribunal grants permission for the subletting. Permission shall be granted if the housing cooperative owner has reason for the subletting and the association has no justifiable reason to refuse consent. The permission shall be limited to a certain period.

In the case of a residential apartment held by a legal person, permission is only required if the association has no justifiable reason to refuse consent. The permission may be limited to a certain period.

Permission for subletting may be subject to conditions.

32 §

The apartment owner is responsible for keeping the apartment and associated spaces in good condition at their own expense. This also applies to the ground, balcony, and terrace, if included in the rental agreement. The following items are considered part of the apartment:

- the apartment's walls, floors, and ceiling, as well as underlying moisture-proof layers,
- the apartment's fixtures, equipment, wiring, and other installations,
- the glass and frames in the apartment's windows and doors,
- the apartment's exterior and interior doors, and
- low-voltage electrical systems.
- cabinets with equipment for switching and distributing data, telephony, and TV, as well as a digital box for TV.

However, the apartment owner is not responsible for repairing pipes for drainage, heating, gas, electricity, and water if the association has provided the apartment with the pipes and they serve more than one apartment. The same applies to sprinkler systems, flues, and ventilation ducts. The apartment owner is also not responsible for painting visible parts of exterior windows and doors. The apartment owner is also not responsible for meters/pulse transmitters for hot water and electricity consumption that the association has provided the apartment with. The apartment owner may not move, affect, or damage the meter/pulse transmitter or sprinkler system. The association cannot be denied access to the apartment to inspect and repair the association's meter/pulse transmitter or sprinkler system.

The apartment owner is only responsible for repairs due to fire or water pipe damage if the damage was caused by:

1. their own negligence or neglect, or
2. negligence or neglect of
 - a. someone who belongs to their household or who visits them as a guest,
 - b. someone else whom they have accommodated in the apartment, or
 - c. someone who is performing work in the apartment on their behalf. However, if the damage was caused by someone other than the apartment owner themselves due to negligence or neglect, the apartment owner is only liable if they have failed to exercise due care and supervision.

The third paragraph applies in applicable parts if there is vermin in the apartment.

Association's right to remedy defects

33 §

If the apartment owner neglects their responsibility for the condition of the apartment to such an extent that someone else's safety is jeopardized or there is a risk of extensive damage to someone else's property, and does not remedy the defect in the condition of the apartment as soon as possible after being requested to do so, the association may remedy the defect at the expense of the apartment owner.

Access to the apartment

34 §

Representatives of the housing association have the right to enter the apartment when necessary for supervision or to perform work that the association is responsible for or has the right to perform under 33 §. When the apartment owner has relinquished their ownership according to 35 §, or when the apartment is to be forcibly sold under Chapter 8 of the Apartment Ownership Act (1991:614), the apartment owner is obliged to allow the apartment to be shown at a suitable time. The association shall ensure that the apartment owner does not suffer greater inconvenience than necessary.

The apartment owner is obliged to tolerate such restrictions on the right of use as are caused by necessary measures to eradicate pests in the building or on the ground, even if his or her apartment is not affected by pests.

If the apartment owner does not grant access to the apartment when the association is entitled to it, the enforcement authority may decide on special assistance.

Renunciation of apartment ownership

35 §

An apartment owner may renounce their ownership of the apartment at the earliest two years after the granting of the ownership, thereby becoming free from their obligations as an apartment owner. The renunciation must be made in writing to the board.

In the event of a renunciation, ownership of the apartment passes to the association without compensation at the month-end closest to three months after the renunciation, or at a later month-end specified in it.

Forfeiture of the right of tenancy

36 §

The right of tenancy to a housing cooperative's apartment that has been entered and is held with a proprietary lease is forfeited, subject to the limitations set out in sections 37 and 38, and the cooperative is therefore entitled to terminate the proprietary leaseholder's tenancy:

1. if the proprietary leaseholder is late in paying the deposit or transfer fee for more than two weeks from the due date after the cooperative has notified him or her to fulfill his or her payment obligation;
2. if the proprietary leaseholder is late in paying the annual fee or fee for subletting the apartment, in the case of a residential apartment, more than one week after the due date or, in the case of a commercial space, more than two business days after the due date;
3. if the proprietary leaseholder sublets the apartment without the required consent or authorization;
4. if the apartment is used in violation of sections 26 or 28;
5. if the proprietary leaseholder or the person to whom the apartment has been sublet, by negligence, causes there to be pests in the apartment or if the proprietary leaseholder contributes to the spread of pests in the building by not promptly informing the board of the existence of pests in the apartment;
6. if the apartment is otherwise neglected or if the proprietary leaseholder neglects his or her obligations under 29 § regarding the use of the apartment or if the person to whom the apartment has been sublet underuses the obligations that a proprietary leaseholder has under the same section;
7. if the proprietary leaseholder does not provide access to the apartment under 34 § and cannot provide a valid excuse for this;
8. if the proprietary leaseholder fails to fulfill an obligation that goes beyond what he or she should do under the Housing Cooperative Act (1991:614) and it must be deemed of special importance to the cooperative that the obligation is fulfilled; and
9. if the apartment is used entirely or to a significant extent for commercial or similar activities that constitute or include criminal activity, or for temporary sexual encounters for remuneration.

37 §

The right of use is not forfeited if what is attributable to the holder of the apartment right is of minor significance.

Termination due to circumstances referred to in 36 § (3), (4) or (6) to (8) may be carried out if the apartment right holder fails to rectify the matter immediately after being instructed to do so.

However, termination due to circumstances referred to in 36 § (3) may not be carried out if it concerns an apartment, if the apartment right holder applies for permission to sublet without delay and the application is granted.

Termination due to disturbances in the dwelling referred to in 36 § (6) may not be carried out if it concerns an apartment until the social welfare board has been notified in accordance with 29 § (2) second paragraph point 2.

If there are particularly serious disturbances in the dwelling, what is stated in 36 § (6) applies even if no instruction to rectify the matter has been given. In such disturbances, termination relating to an apartment may be carried out without prior notification to the social welfare board. However, a copy of the termination shall be sent to the social welfare board.

The fifth paragraph does not apply if the disturbances occurred during a period when the apartment was sublet in the manner specified in sections 30 § and 31 §.

Notification to the social welfare board under the fifth paragraph shall, in respect of an apartment, be in the form of Form 4, which has been established by the Ordinance (2004:389)

on certain notifications and communications under Chapter 7 Section 23 of the Apartment Ownership Act (1991:614).

38 §

If the right of use is forfeited due to circumstances referred to in sections 36.1-4 or 6-8, but correction is made before the association has terminated the occupant's right to occupy the apartment, he or she may not thereafter be separated from the apartment on that ground. However, this does not apply if the right of use is forfeited due to such particularly serious disturbances in the occupancy referred to in 29 §, third paragraph.

The occupant may also not be separated from the apartment if the association has not terminated the occupant's right to occupy the apartment within three months from the day the association became aware of the circumstances referred to in sections 36.5 or 8, or not within two months from the day the association became aware of the circumstances referred to in 36 § (3), and has told the occupant to take corrective action.

39 §

If the right of use according to 36 § (2) is forfeited due to delay in payment of the annual fee or fee for subletting, and the association has therefore terminated the leasehold of the apartment owner for eviction, he or she may not be separated from the apartment on the basis of the delay,

1. if the fee, in the case of a residential apartment, is paid within three weeks from the date when
 - a. the apartment owner has been notified in accordance with Chapter 7 Sections 27 and 28 of the Housing Ownership Act (1991:614) of the opportunity to regain the apartment by paying the fee within this period, and
 - b. notification of the termination and the reason for it has been given to the social welfare board in the municipality where the apartment is located, or
2. if the fee, in the case of a commercial premises, is paid within two weeks from the date when the apartment owner has been notified in accordance with Chapter 7 Sections 27 and 28 of the Housing Ownership Act (1991:614) of the opportunity to regain the apartment by paying the fee within this period.

If it concerns a residential apartment, an apartment owner may not be separated from the apartment if he or she has been prevented from paying the fee within the period specified in the first paragraph 1 due to illness or similar unforeseen circumstances, and the fee has been paid as soon as possible, but no later than when the dispute about eviction is decided in the first instance.

What is stated in the first paragraph does not apply if an apartment owner, by repeatedly not paying the fee within the time specified in 36 § (2), has so seriously neglected his or her obligations that he or she should not reasonably be allowed to retain the apartment.

Notification in accordance with the first paragraph 1 a must, in the case of a residential apartment, be drafted in accordance with Form 1, and notification in accordance with the first paragraph 1 b must, in the case of a residential apartment, be drafted in accordance with Form 3. Notification in accordance with the first paragraph 2 must, in the case of a commercial premises, be drafted in accordance with Form 2. Forms 1-3 have been established by the Regulation (2004: 389) on certain notifications and communications under Chapter 7 Section 23 of the Housing Ownership Act (1991: 614).

Eviction

40 §

If a housing cooperative member is terminated for any reason specified in 36 § (1), (2), (5)-(7), or (9), he or she is obliged to move out immediately.

If the termination is due to reasons specified in 36(3), (4), or (8), the member may remain until the end of the month that occurs immediately after three months from the notice of termination, unless the court orders him or her to move out earlier. The same applies if the termination is due to reasons specified in 36 § (2) and the provisions of 39 § (3) are applicable.

In other cases of termination due to reasons specified in 36 § (2), other provisions of 39 § apply.

Termination

41 §

A termination must be in writing. If the association terminates the apartment owner for eviction, the association is entitled to compensation for damages.

Compulsory sale

42 §

If the apartment owner has been separated from the apartment as a result of termination in cases referred to in 36 §, the right of ownership to the apartment shall be sold by force in accordance with Chapter 8 of the Apartment Ownership Act (1991:614) as soon as possible, unless the association, the apartment owner and the known creditors whose rights are affected by the sale agree otherwise. However, the sale may be postponed until defects for which the apartment owner is responsible have been remedied.

Other provisions

43 §

In the event of the dissolution of the association, proceedings shall be conducted in accordance with 29 § of Chapter 9 of the Apartment Ownership Act (1991:614). Retained assets shall be distributed among the apartment owners in proportion to the apartments' contributions and fees.

44 §

In addition to these statutes, the association's activities shall be governed by the provisions of the Apartment Ownership Act (1991:614) and other applicable laws.