

# The complete list of rules for living and using the common property of the PARKSIDE Residential Complex

## Article 1: Definition and Interpretation of Terms

1. **Residential Complex and/or Complex** – residential complex located in Basivka village, Pustomyty district, Lviv region.

2. **House** – any apartment building included in the Parkside Residential Complex.

3. **Structures and/or Improvement Objects** – recreational areas, gardens, squares and grounds, driveways, pedestrian, small architectural forms, schools, kindergartens, sports grounds, parking areas and other objects located on the territory of the Complex intended for joint use by the User and other consumers/users of the apartments of the House and the premises of the Complex, their visitors, etc.

4. **Common property of the building** – common areas (including auxiliary), load-bearing, enclosing and load-bearing-enclosing structures of the building, mechanical, electrical, plumbing and other equipment inside or outside the building that serves more than one residential or non-residential premises, as well as buildings and structures intended to meet the needs of co-owners of an apartment building and located on the adjacent territory, as well as rights to the land plot on which the apartment building, adjacent buildings and structures and its adjacent territory are located.

5. **Business entities (legal entities)** – energy and water supply organizations, organizations providing sewage services, organizations providing comprehensive facility maintenance services, contractors providing security services and concierge services, intercom and access control system maintenance technical services; other legal entities whose activities are aimed at providing housing and communal services, building maintenance services and other services aimed at ensuring a comfortable stay and living in the Residential Complex, and with which the Manager has concluded relevant contracts.

6. **Premises** – non-residential premises, storerooms and apartments.

7. **Building adjoining territory** – the territory around an apartment building, determined based on relevant urban planning and land management documentation, within the land plot on which the apartment building and its buildings and structures are located, which is necessary for servicing the apartment building and meeting the housing, social and domestic needs of owners (co-owners) and tenants (lessees) of apartments, as well as non-residential premises located in the apartment building.

8. **The front part of the building** – the outer side of the building in which the Apartment is located, including the main facade, street facade, side facade, courtyard facade, etc.

9. **User (s)** – a natural or legal person who is the owner, co-owner, investor and/or registered resident of the Premises located in the territory of the Residential Complex.

10. **Apartment Building Co-Owners Association (hereinafter – condominium)** is a legal entity established by the owners of apartments and/or non-residential premises of an apartment building to facilitate the use of their property and management, maintenance and use of common property.

11. **An apartment building manager, the management company (hereinafter – the Manager)** – an individual entrepreneur or a legal entity – a business entity that, under an agreement with co-owners, ensures proper maintenance and repair of the common property of an apartment building and the adjacent territory, as well as proper living conditions and satisfaction of household needs.

## **Article 2. General Provisions**

1. These rules of residence and use of the common property of the residential complex "PARKSIDE" (hereinafter - the "Rules" and/or "Rules of Residence") regulate the procedure for residence and use of the common property by Users, co-owners of residential and non-residential premises of apartment buildings of the residential complex "PARKSIDE", located in Basivka village, Pustomyty district, Lviv region (hereinafter - the "Buildings" and/or the Residential Complex).

2. The Rules establish the procedure for the use of common property of the building, common areas (including auxiliary), load-bearing, enclosing and load-bearing and enclosing structures of the building, mechanical, electrical, plumbing and other equipment inside or outside the building that serves more than one residential or non-residential premises, as well as buildings and structures intended to meet the needs of co-owners of an apartment building and located on the adjacent territory, as well as any other property

3. The Rules have been developed by the current legislation of Ukraine and are binding on the Users and other persons, including the User's family members, guests or other persons who are with the User's knowledge in the Residential Complex and/or the Premises belonging to the User (including tenants, leaseholders, etc.).

4. The Rules are intended to regulate the basic requirements for the Users, their neighbours and guests/visitors of the Residential Complex. The Rules are based on mutual respect and are intended to maintain the proper technical, fire safety, environmental and sanitary hygienic condition of the premises, common property and territory in the interests of all owners and persons living, working or visiting the Residential Complex.

5. The Rules and their amendments or supplements are binding on all Users and visitors of the Residential Complex. The new owner and/or User of the Premises shall acquire all rights and obligations of the previous User.

6. The User is obliged to comply with the requirements of these Rules, as well as written, oral instructions and recommendations of the Manager directed at implementing these Rules.

7. The Manager independently determines the procedure for providing services by the Business Entities on the territory of the Residential Complex.

8. In case of a change of the address of the construction object (construction address) and/or assignment of a new address to the Buildings and/or the Residential Complex by the competent authorities, the relevant changes and the new address shall come into force from the moment of adoption of the relevant decision of the competent authority. The relevant changes shall be deemed approved by the User without making appropriate changes to these Rules.

9. The Manager shall have the right to change the terms of these Accommodation Rules with the obligatory notification of this on the relevant information stand located in the premises of the Business Entity providing integrated facility maintenance services at least 10 (ten) calendar days before the occurrence of such changes. The Manager shall not be obliged to notify the User of such changes in person and writing. The obligation of the Manager to inform the User shall be deemed fulfilled from the moment the information is posted on the information stand.

### **Article 3. Requirements for the use of common property**

1. The common property in buildings may be used only for the purposes and under the conditions stipulated by these Rules and the current legislation of Ukraine.

### **Article 4. Use of infrastructure of Buildings and adjacent territory by Business Entities**

1. The placement of equipment by the Business Entities, including, but not limited to, those providing telephone and electronic communication services (providers, mobile operators, etc.), in specially designated places shall be carried out based on a permit, a placement project and a contract with the Manager.

2. The use of the infrastructure of the Buildings and the adjacent territory of the Residential Complex by Business Entities, including, but not limited to, those providing telephone and electronic communication services (providers, mobile operators, etc.), is subject to a fee.

3. The amount of contributions for the use of the infrastructure of the Buildings, the adjacent territory of the Residential Complex by Business Entities, for the equipment placed in specially designated places shall be established by the Manager.

### **Article 5. Requirements for holding events on the territory of the Residential Complex**

1. It is prohibited to conduct any industrial, commercial, entrepreneurial, advertising, or other professional activities for profit or non-commercial purposes, retail trade, install slot machines or conduct political or religious agitation and propaganda in the common areas and adjacent territory.

2. It is allowed to hold events on the territory of the Residential Complex based on the Manager's permission. The right to grant a permit is the right of the Manager. The permit may be cancelled at any time if the event initiator violates the requirements of the current legislation of Ukraine. The permit shall include a precise time limit and the main conditions of the event.

### **Article 6. Requirements for the Distribution of Information, Advertising and Announcements**

1. It is prohibited to leave informational messages on the walls, doors, ceilings, stairs of the building, in elevators (except for places specially installed for advertising), on any other surfaces of common areas in the building and on the adjacent territory (including posting announcements, leaflets, wall hangings, etc.). Private announcements of the Users may be placed only on a specially equipped bulletin board. The content of the announcement must comply with the norms of ethics, morality and current legislation of Ukraine.

2. Advertising in specially designated places shall be placed based on a permit and an agreement with the Manager.

3. The amount of fees for installing advertising means in specially designated places shall be established by the Manager.

4. Notices and announcements sent by the Manager to the Users and other persons shall be posted on the information stand, located on the premises of the Business Entity providing integrated facility management services. The obligation to familiarize with the relevant information, including notification of the User's proxies (including contractors, family members and other persons), shall be imposed on the User. The Manager reserves the right to use any other means of informing the User, including sending SMS, making calls, sending letters by e-mail, etc.

5. The placement of outdoor advertising and advertising elements on the territory of the Residential Complex is carried out according to the procedure and on the terms established by the Rules on Advertising and the requirements of the current legislation of Ukraine.

6. It is prohibited to place any advertising above the first floor of the Building, as well as in the windows of the residential premises.

7. The Users obtain approvals and permits for the placement of any advertising established by the current legislation of Ukraine independently and at their own expense.

8. Any advertising installed on the territory of the Residential Complex must comply with the placement project, the agreed layout and the general style of the Residential Complex.

9. In case the outdoor advertising installed on the facade of the Building does not comply with the Rules on Advertising Placement and/or the place of placement, the User is obliged to dismantle it.

#### **Article 7. Requirements for waste disposal**

1. Household rubbish and food waste shall be disposed of in designated containers installed in the adjacent territory.

2. The User shall be responsible for the removal of construction waste. Bulky waste and rubbish, worn-out furniture, household appliances, and packaging containers shall be disposed of by the procedure and under the conditions established by the current legislation of Ukraine, but in any case (if available and if installed) in containers for the collection of bulky waste.

3. It is forbidden to leave rubbish and waste in places not provided for this purpose.

4. It is forbidden to dispose of solid waste (including small rubbish, construction waste, hygiene products, cigarette butts, matches, rags, paper towels, etc.) and drain the remains of mortars and other inappropriate liquids (paints, acids, alkalis, petrol, diesel fuel, oils, etc.) into the plumbing and sewage equipment of the premises and common areas.

5. Disposal of waste other than household waste shall be carried out by the User according to the requirements of the current legislation of Ukraine.

6. Municipal solid waste (MSW) shall be subject to mandatory sorting by the instructions provided by the Manager.

7. It is forbidden to dispose of solid waste without sorting.

8. It is forbidden to dispose of, store, or leave solid waste in places not provided for this purpose.

9. Hazardous waste (medical waste, accumulators, batteries, lamps, etc.) shall be disposed of in separate special containers.

#### **Article 8. Requirements for the use of sports grounds**

1. Arrangement and maintenance of sports grounds with outdoor exercise equipment on the adjacent territory shall be carried out by the Manager at the expense of the Users.

2. The sports grounds operate according to the following schedule: every day - from 8 hrs. 30 min. to 22 hrs. 00 min. Visiting the sports grounds at other times is possible by prior agreement with the Manager and subject to public order.

3. The Manager has the right to change the working hours of the sports grounds at any time.

4. Visiting the sports grounds by the Users, owners of apartments and non-residential premises, and members of their families is free of charge.

5. Visiting the sports grounds by any third parties (not the Users) is possible only after payment of the fee set by the Manager.

6. Using sports grounds for commercial purposes, including paid individual and/or paid training sessions, is not allowed.

7. The Manager may approve the rules of conduct, use and maintenance of the sports grounds.

8. The Manager may unilaterally terminate or partially restrict the operation of the sports grounds for repair and sanitary works in case of complaints, quarantine, and other cases established by the current legislation of Ukraine and these Rules. The Manager shall inform about the termination of the work of the sports grounds by the procedure and under the conditions established by these Rules.

9. The owners of the sports and children's grounds shall be responsible for the safety of personal belongings while on the territory of the sports and children's grounds.

10. Responsibilities of a visitor to sports grounds. A visitor to sports grounds is obliged to:

- In case of detecting a malfunction of the sports equipment and grounds, notify the Manager and/or the Business Entity providing security services;
- Use sports and other equipment for its purpose;
- To comply with the rules of personal hygiene and safety;

11. Visitors to sports grounds are prohibited from:

- To be drunk and under the influence of narcotic, psychotropic substances, potent drugs;
- Consume alcoholic beverages on the territory of the sports ground;
- Use sports equipment for other purposes;
- Independently repair breakdowns or malfunctions of sports equipment;
- Install new sports equipment. Additional sports equipment may be installed only after the appropriate agreement with the Manager.

## **Article 9. Procedure for access of individuals and vehicles to the territory of the Residential Complex**

1. The territory of the Residential Complex is closed, and access of individuals and vehicles is carried out through the checkpoints (hereinafter – the "Checkpoints") determined by the Manager.

2. The grounds (document) entitling any individuals to pass and/or drive through the checkpoints is an existing Pass (including electronic) issued by the Manager. Access to the territory without a Pass is not allowed.

3. The Manager has the right to agree on a separate additional regulation, "On the Pass to the Residential Complex", which will be binding on the Users and other persons on the territory of the Residential Complex.

4. The interested person shall receive the Pass upon application of the User, which is submitted by the latter to the Manager. If technically possible, the Manager, and the User have the right to obtain the Pass through electronic systems (mobile applications).

5. The issuance of a Pass for the User's visitors to the territory of the Residential Complex is carried out by the procedure and on the terms and conditions established in clause 9.4. of the Rules. Entry/passage to the territory of the Residential Complex for visitors is allowed based on an application left by the Users by submitting it via communication means and/or using the electronic application of the Manager (if applicable). The Security Service Provider (subject to technical feasibility) shall have the right to receive applications from the Users from the Manager.

6. Personnel (workers), builders and/or construction and/or repair organizations performing work in the premises of the Users are allowed to enter the territory of the Residential Complex in the presence of a Pass, which is issued by the procedure established in clause 9.4. Rules.

7. The period of stay of a vehicle on the territory of the Residential Complex belonging to the User's visitors is no more than 24 (twenty-four) hours, starting from the moment of the first entry. Entry and stay of vehicles carrying out delivery, loading and unloading operations and other services shall be carried out for up to 2 (two) hours. After the specified period has expired, the User and/or the vehicle driver are obliged to ensure the vehicle driver is from the territory of the Residential Complex.

8. Vehicles shall enter the territory of the Residential Complex after entering the state number of the vehicle and the number of the Premises to which the individual is going into the database of the Manager and/or the Security Entity. Entry to the territory of the Residential Complex by any individuals or Users without providing the relevant information is prohibited. Failure to comply with the requirements specified in this clause by individuals and Users, including the entry of a vehicle without

submitting the appropriate information, entitles the Manager to block the entrance to the territory of the Residential Complex for a period determined by the Manager.

9. The Security Service Provider shall control the availability of the Passes of individuals. In order to access the territory of the Residential Complex, visitors to the Residential Complex are obliged to use electronic access control devices installed at the BS and/or present the Passes to the Security Service Provider for inspection.

10. For the purpose of the overall security of the Residential Complex, it is prohibited to transfer the Pass to third parties and/or apply for admission to the Residential Complex to persons and/or vehicles not related to the Complex.

11. In case of loss of the Pass, the User and/or the owner of the premises is obliged to immediately ensure the timely blocking of the Pass by contacting the Manager and/or the Business Entity providing security services.

12. Emergency vehicles shall be allowed to enter the Residential Complex without the procedure for issuing a Pass. Entrance to the courtyard of the Residential Complex buildings is allowed to emergency vehicles and other vehicles in exceptional cases upon agreement with the Manager.

### **Article 10. Requirements for parking of vehicles on the territory of the Residential Complex**

1. Traffic in the residential and pedestrian areas of the Residential Complex shall be carried out by the procedure and under the conditions established by these Rules and the current legislation of Ukraine.

2. Parking on the adjacent territory of the Residential Complex may be carried out only in specially designated places according to the marked markings.

3. is forbidden to park vehicles on the carriageways of the adjoining territory, on lawns, sidewalks and in places that may interfere with the passage of special vehicles (ambulances, police, firefighters, cleaning staff), as well as other road users (including, but not limited to, parking in the second row, on turns, pedestrian crossings, etc.) In case of complaints from the Users, as well as in case the Manager and/or the Security Service Provider detects a violation of this clause, the driver or owner of the vehicle shall immediately leave the territory of the Residential Complex or take measures to park in specially designated places. In addition, the Manager and/or the Security Service Provider, in case of detection of the fact of parking of vehicles in violation of the established parking rules, have the right to call the relevant services to record violations and forcibly evacuate the transport vehicle.

4. Parking spaces shall be used exclusively for parking vehicles. It is prohibited to use parking spaces for repair work, storage of goods, flammable liquids and spare parts. Vehicle washing is not allowed on the territory of the Residential Complex.

5. It is not allowed to store trailers, snowmobiles, cars after an accident that cannot move independently, as well as recreational vehicles (boats, boats) and other large-sized vehicles on the territory of the Residential Complex.

6. The speed of vehicles within the Residential Complex shall not exceed the speed limit established by the current legislation of Ukraine. Traffic accompanied by increased noise is not allowed. The driver of the vehicle is obliged to prevent sound signals and use "high beam" headlights, except in cases of avoiding an accident.

7. The parking of trucks in public places and on adjacent territory, if it is not related to the boarding (loading) or unloading (unloading) of people (cargo), is not allowed.

8. Any blocking of emergency entrances and exits and unauthorized traffic restrictions within the Residential Complex is prohibited.

9. It is strictly forbidden to park cars with the engine running.

## **Article 11: Requirements for the maintenance of public order**

1. Smoking, drinking alcohol in places prohibited for this purpose, and committing any actions (violation of the right to privacy, work, peace and rest, etc.) that violate the rights of the Users staying and/or residing in the Residential Complex are not allowed.

2. The Users and the Manager have decided that repair, construction and other works in the Premises and in the Building that are a source of increased noise, including the use of perforators, chippers, drills, hammers, etc., are allowed only on working days from 08.30 hrs. 30 min. to 19 hrs. 30 min. with a break from 13 hrs. 00 min. to 14 hrs. 00 min. Carrying out any work that is a source of increased noise later than 19.30 hrs. to 08 hrs. 30 minutes, during breaks, as well as on Saturdays, Sundays and holidays – is prohibited.

3. The operation of any devices that produce sounds and noises, the strength and volume of which disturbs the Users' peace, is not allowed.

4. It is prohibited to hold salutes, fireworks, or other events using explosives and pyrotechnics on the territory of the Residential Complex.

5. Loud singing, whistling, shouting, sports games (except for workouts), as well as the operation of devices that produce loud sounds and noise and disturb the Users's peace from 19.30 to 08.30 are not allowed. The maximum permissible noise levels are: – in the adjacent territories, 55 dBA – during the day, 45 dBA – at night; – in residential premises, 40 dBA – during the day, 30 dBA – at night.

6. It is not allowed to carry out works on the Premises and in the Buildings as a whole related to the emission of a pungent and/or intense odour (paints, resins, varnishes, etc.) if the premises are not ventilated or such works are impossible without violating the technical safety rules. It is prohibited to carry out any work related to an increased source of odour before 08:00 and after 21:00 on working days, as well as on Saturdays, Sundays and holidays.

## **Article 12. Procedure and rules for keeping pets**

1. The User undertakes to keep pets in the manner and under the conditions established by these Rules and the current legislation of Ukraine.

2. It is not allowed to walk dogs without leashes on the territory of the Residential Complex. The length of the leash must ensure confident control over the animal. Large dogs and dogs of fighting breeds must be muzzled and on a strict, durable, short leash when in common areas.

3. Users and their visitors who walk pets in the adjacent territory are obliged to immediately clean up after their animals, including excrement, on their own or at their own expense.

4. In case of violation of the rights of the Users regarding the illegal keeping of animals in the territory of the Residential Complex, the Users and/or the Manager have the right to apply to the relevant authorities regarding the facts of violation of the current legislation of Ukraine.

5. Walking animals on the lawns located in the adjacent territory and on playgrounds is prohibited. Alligators are not allowed to walk on the territory of the Residential Complex.

6. In case the current legislation of Ukraine establishes mandatory registration of an animal, the corresponding animal must be registered, and the User must have the necessary documents. Walking animals that are not registered are not allowed.

7. Pets shall be walked in specific functional areas designated for this purpose. Free walking of pets other than in specific functional areas intended for walking pets is not allowed.

8. The owner of the animal is obliged to ensure

- safety of surrounding people and animals, as well as property from damage caused by the animal;
- ensure road safety when walking with a pet near transport routes and when crossing them by directly controlling its behaviour, and ensure the availability of a muzzle and leash necessary for walking it (Law of Ukraine "On Protection of Animals from Cruelty").

### **Article 13. Rules for carrying out repair, construction and other works. Rights and obligations of the User and the Manager during the operation of the Premises**

1. Repair and construction works shall be carried out according to the requirements of the current legislation of Ukraine. The User's right to redevelop the Premises is inextricably linked to the obligation to comply with the principle of respectful attitude towards neighbours.

2. The User shall be responsible for the removal of construction waste. The User is obliged to organize its removal at his own expense.

3. The User of the Premises shall be obliged to:

- comply with the regime of repair, construction and other works established by these Rules and the current legislation of Ukraine;

- maintain cleanliness and order in the lifts, entrances, halls and other common areas;

- unload and store construction materials without cluttering and blocking common areas;

- control the compliance of contractors and/or construction workers with the requirements of these Rules and public order in the territory of the Residential Complex.

4. The User who has caused damage to the property owned in common or owned by other Users shall be obliged to compensate for the damage in full.

5. Any conversion or redevelopment of the Premises is allowed only in compliance with the requirements of the housing, urban planning and other legislation of Ukraine, as well as other regulatory legal acts of Ukraine.

6. The User shall ensure:

- use of the residential Premises exclusively for the intended purpose – for living;

- compliance of the external (facade) part of the Building in which the Premises are located in the project documentation of the Building;

- maintain their own balcony and terraces to prevent the accumulation of snow and debris;

- prevent disconnection of the heating systems of the premises during the heating season, which leads to a violation of the normalized parameters of the temperature and humidity conditions of the premises of the Building;

- remove any icicles formed on the equipment, balcony, railings owned by the User;

- ensure that the exterior of the entrance door of the Premises corresponds to the original appearance that existed on the day of transfer of the Premises to the User. Not to carry out any, including but not limited to improvements, damage, transformation, reconstruction, modernization, etc., not to change the decoration of the exterior of the entrance door, which may lead to the slightest change in its appearance, except for the replacement of the locking system in the entrance door;

- the exterior of the windows and mosquito nets of the Premises (colour, structure, lamination of window frames) shall correspond to the original appearance of the windows installed by the developer;

- refrain from tinting the windows with films (including mirror, coloured, with inscriptions) of any nature without the Manager's prior approval.

7. The User and/or any persons located on the territory of the Residential Complex are prohibited from:

- any change or reconstruction of the facades of the Buildings, including the installation of additional entrance groups;

- it is prohibited to make extensions to any structures and premises of the building from all directions (top, bottom and sides);

- dismantle in part or in whole the reinforced concrete structures of the building (foundations, walls, floors, retaining walls of terraces, balconies, parapets, ventilation units);



- make any changes in the form of strobes, openings or holes in the reinforced concrete structures of the building (foundations, walls, floors, retaining walls of terraces, balconies, parapets, ventilation units);

- violate the integrity of finishing, insulation and waterproofing of building structures;
- dismantle or make changes to the metal structures of the balcony and terraces;
- carry out any construction work in the premises below the ground floor, including terraces;
- change the functional purpose of objects: living rooms, kitchens and bathrooms (kitchen or bathroom above the living room or vice versa);

- change and transfer of plumbing networks to living rooms;
- unauthorized connection to the power grid in common areas in common areas;
- take actions that lead to a violation of the integrity of the ventilation duct shaft;
- connect additional equipment to the heating system that increases the heat load on the system;
- installing and hanging air conditioners in the wrong places;
- change the size of the window opening, install shutters, grilles, louvres and any other restrictions on the windows;

- place and/or use any signs, boards, flags, masts, antennas, satellite dishes and other similar or similar devices on the facade of the building, adjacent territory and in common areas;

- use technical premises for the organization of production sites and workshops, as well as storage of products, equipment, furniture and other personal items;

- install any technical elements (devices), such as heating, ventilation and air conditioning systems, etc., on the external (facade) part of the building in which the apartment and/or non-residential premises are located unless it is provided for in the project documentation;

- make any colour changes and other improvements to the exterior of the common areas;
- install (arrange) a separate entrance (separate additional entrance group) to the premises;
- glazing of open (unglazed) loggias and terraces and their re-glazing/replacement without the written consent of the Manager. The approval may be granted only if such changes are established in the project documentation of the Building;

- to place furniture, bicycles, baby carriages and other property on the territory of the common areas, and not to clutter up stairwells, transitional loggias, stairs, pre-apartment and pre-lift halls, as well as any other technical, auxiliary and utility rooms related to the common areas;

- to cut down trees and shrubs, pluck and cut flowers or other actions that cause disturbance of the grass cover of lawns. New planting of trees and green spaces shall be permitted upon agreement with the Manager;

- installing ventilation equipment in the premises without the relevant approval of the Manager;
- installing additional doors or changing the direction of opening the doors (violating the design) from the premises to the common corridor;

- arranging vestibules, partitions and walls in the common areas;
- change the windows without the appropriate consent of the Manager;
- to place hostels, hotels and other establishments in the Premises that are prohibited in residential buildings by the requirements of the current legislation of Ukraine;

- smoking in common areas (entrances, halls, lifts, etc.) inside the building, on the adjacent territory, as well as near children's playgrounds;

- consumption of alcoholic beverages on the adjacent territory and in common areas (entrances, halls, lifts, etc.). This requirement does not apply to places that are separately allocated for restaurants, cafés, bars and other catering establishments;

- throwing any objects from the Buildings' windows, roofs, balconies, as well as littering in the adjacent territory and common areas (entrances, halls, lifts, etc.).

8. The Manager is obliged to:

- Coordinate the User in the use, maintenance, servicing and operation of the Premises, the building, the adjacent territory, common property and amenities of the Residential Complex;
- To organize the work of the Business Entities on the territory of the Complex and conclude Agreements with them for the performance of certain types of services for maintenance and upkeep of the Residential Complex;
- To exercise control over the Business Entities to perform the functions assigned to them;
- To make settlements with the Business Entities that provide certain types of services;
- Eliminate the facts of violation of the requirements for ensuring the proper quality of services and keep records of claims made by the User in connection with the failure to comply with the terms of these Rules and the Agreement;
- To control the sanitary and technical condition of the Residential Complex within the framework of these Rules and the Agreement;
- To give appropriate instructions to the Business Entities regarding the maintenance of the Residential Complex, elimination of violations of the sanitary and engineering equipment, communications of the Residential Complex, and technical and preventive inspections;
- To control and organize the work of the Business Entities to eliminate the identified problems that have arisen through its fault;
- If relevant information is available, timely inform the User about the termination of the provision of appropriate services in case of scheduled maintenance or for other valid reasons, except for accidents;
- Control and timely notify state bodies, institutions, and relevant state and municipal services of the detected facts of offences, within the framework of the current legislation of Ukraine - to record the facts of offences to further bring such offenders to justice;
- Impose penalties on the User for failure to comply with the terms of these Rules and the Agreement;
- Provide (transfer) to the User the necessary information from the Business Entities about their services provided by them, their cost, total cost of the monthly payment, price/tariff structure, consumption rates, procedure for providing services, their consumer properties, etc.

9. The User is obliged to:

- adhere to the general rules of operation of the Building, the Improvement Objects, the Building Adjoining Territory and the territory of the Complex, which are determined by these Rules and which may be further determined in the course of fulfilment of the terms of these Rules and the Agreement by the Manager independently and/or at the request of consumers/users of the premises of the Building or other premises of the Complex, and are a reasonable and appropriate way to ensure order in the Building and on the adjoining territory of the Building and the Complex as a whole;
- to pay the relevant contributions and payments for housing and communal services on time and within the appropriate timeframe;
- to comply with the requirements of the Business Entities, the Act of admission to the apartment for repair works, these Rules and the Agreement.
- promptly notify the Manager of all emergencies that have arisen during the receipt or non-receipt of the service, and that may endanger human health or cause material damage;
- to take timely measures to eliminate the identified problems related to the receipt of services caused by the User's fault;
- not to interfere with the operation of utility metering devices, networks of the Building and Residential Complex;
- not to interfere with the operation of the general building security and alarm systems;

- to repair the Premises at its own expense and to repair and replace sanitary appliances and devices, equipment, electrical equipment, fire alarm system, and intercom system that has failed due to the User's fault at its own expense;

- timely and in full compensate the Manager's expenses specified in these Rules and the Agreement;

- to allow the representatives of the Manager and Business Entities to enter the Premises in the manner prescribed by law and these Rules and the Agreement to eliminate accidents, troubleshoot sanitary and engineering equipment, install and replace it, and carry out technical and preventive inspections;

- to comply with sanitary and fire safety rules and regulations, requirements of housing and urban planning legislation regarding the repair or reconstruction of the Premises or a part thereof, to prevent violation of the legitimate rights and interests of other Users;

- timely prepare the Premises and its technical equipment for operation in the autumn-winter period;

- to inform the Manager promptly of any defects in the engineering networks and structural elements of the Premises;

- to use the Premises, the Building, the Common Property of the Building, the Adjacent Territory, the Improvement Objects and the available engineering and other equipment only for their direct purpose and functional purpose and by the requirements of these Rules and the Agreement and the norms of the current legislation of Ukraine;

- to comply with the general rules of operation of the Building, the Improvement Objects, the Adjacent Territory and the territory of the Complex, as defined by these Rules and the Agreement, and the rules that may be further determined in the course of fulfilment of the terms of these Rules and the Agreement by the Manager independently and/or at the request of consumers/users of the premises of the Building or other premises of the Complex, and are a reasonable and appropriate way to ensure order in the Building and the Adjacent Territory of the Building and the Complex as a whole;

- to provide access to the Premises for the Manager's employees at the beginning and end of the heating season;

- refrain from disconnecting the heating systems of the Premises during the heating season;

- refrain from installing additional ventilation equipment in the Premises without the written consent of the Manager;

- to receive invoices for payment promptly (monthly);

- to compensate the Manager's expenses related to the payment by the Manager for the services provided by the Business Entities by these Rules and the Agreement and the current tax and civil legislation, within the terms specified in these Rules and the Agreement;

- not to exceed the limits of consumption of housing and communal services;

- not to use equipment, the operation of which has been prohibited or not accepted by the relevant technical services of the Manager and/or the energy and/or water supply organization;

- to ensure the safety, serviceability and proper operation of housing and communal services metering devices located in the Premises and at the points of distribution of the boundaries of responsibility, as well as to repair, maintain, replace, install, carry out technical and preventive inspections at their own expense;

- to notify the Manager of the threat of emergencies in the electrical, heating, water supply, sewerage and other networks that fall within the User's responsibility and take immediate measures to eliminate them;

- to carry out at its own expense, within the terms established by the current legislation and/or at the request of the energy supply and/or water supply organization, repair, inspection, adjustment, and maintenance of the systems that fall within the User's responsibility, and/or reimburse the Manager for the costs of their repair, inspection, maintenance;

- not to store explosive and flammable substances in the Premises;
- not to use the premises for technical and operational purposes;
- to comply with the requirements of the current regulatory documents governing the rights and obligations of consumers in obtaining housing and communal services;
  - to notify the Manager in writing of any changes in their full name/name, residence/place of business and other details;
  - comply with the requirements of the applicable laws and regulations and/or instructions, recommendations of the energy supply and/or water supply organization related to the maintenance of the Technical Networks that fall within the User's responsibility;
  - in case of failure to maintain the Technical Networks and/or repair the metering devices within the time limits established by the current legislation and/or at the request of the energy supply and/or water supply organization, compensate the Manager for the costs of such works, including, but not limited to, the cost of emergency restoration works, repair and maintenance of the Technical Networks and/or metering devices, their installation, replacement, inspection, maintenance, etc;
  - fulfil the Manager's requests received by the Manager from the energy supply and/or water supply organizations;
  - to agree with the Manager exclusively in writing on any intentions and actions aimed at improving the heat, water, and energy supply networks and their parts, namely, major repairs, reconstructions, and re-equipment;
  - comply with other provisions established by these Rules and the Agreement and the current legislation of Ukraine.

10. The Manager has the right to:

- to require the User to comply with the requirements of these Rules, the Agreement and other regulatory legal acts in the housing and communal sphere;
- access of their representatives and Business Entities to the network, valves, and distribution systems in the Premises, if they have the relevant certificate:
  - to eliminate emergencies and their consequences – around the clock;
  - for installation and replacement of sanitary and engineering equipment, communications, preventive maintenance – by the requirements of the laws and regulations of Ukraine;
- demand from the User timely performance of works on elimination of the detected problems caused by the User's fault or reimbursement of the cost of works on elimination of these problems;
- to suspend the provision of services by the Business Entities in case of arrears in reimbursement of expenses by the procedure and under the terms of these Rules and the Agreement within 5 (five) business days;
  - charge a penalty in the amount established by these Rules and the Agreement in case of late payment by the User;
  - engage other Business Entities to ensure compliance with the requirements of these Rules and the Agreement;
  - to demand from the User timely compensation (payment) of the Manager's expenses for payment for services, by the submitted invoices;
  - to check at any time of the day the state of operation of the Technical Networks and equipment used by the User, as well as housing and communal services metering devices;
  - suspend the validity of these Rules and the Agreement in case of non-fulfilment of their terms by the User, including by limiting and/or suspending the User's receipt of services provided by the Manager and/or other Business Entities;
  - to demand from the User compensation for losses incurred by the Manager and payment of penalties established by these Accommodation Rules and the Agreement;

- to recover, by the established procedure, the amount of all losses from damage to the technical networks of the Residential Complex, the House, which occurred through the fault of the User or persons who are in labour or contractual relations with him;
- to collect, by the established procedure, the User's overdue debt for payment of compensation for housing and communal services, which is payable under these Rules and Agreement;
- to provide advice and information regarding the fulfilment of the terms of these Rules and the Agreement;
- to apply to the Business Entities based on the User's relevant request regarding improper provision of services, accidents, breakdowns, etc. The procedure for applying is determined by the Manager;
- systematically monitor the compliance of the Residential Complex, the Building, and the Premises with these Rules and the Agreement.
- The Manager has other rights provided for by these Rules, the Agreement and/or the current legislation of Ukraine.

11. The User has the right to:

- if technically feasible, to receive housing and communal services, security and concierge services, comprehensive facility maintenance services, maintenance services for intercom and access control systems;
- to require the Manager to exercise control over the Business Entities in terms of maintaining the structural elements of the building, engineering equipment and network in proper technical condition;
- to receive copies of receipts and/or agreements based on which the Manager pays for services to the Business Entities by sending a relevant request to the Manager. The Manager undertakes to provide the User with documents confirming the need to pay for the services and/or their cost no later than 7 (seven) business days from receiving the User's written request. The Parties agree that to optimize the work, documents shall be reviewed on the premises determined by the Manager.
- order one-time services from the Business Entities (repair, replacement of plumbing equipment, security, etc.) at the prices outlined in the price list of the Business Entities.

#### **Article 14. Placement of air conditioners, additional lighting, arrangement of the appearance of windows and balconies, terraces**

1. The placement of air conditioners, additional lighting, arrangement of the appearance of windows and balconies, terraces shall comply with the Rules for Facade Finishing established by the Manager;

2. Condensate drainage systems from indoor air conditioning units shall be installed in the places provided in the project documentation by connecting to the general internal building drainage system. It is not allowed to lead the condensate pipe to the facade;

3. When laying air conditioning system lines, it is prohibited to damage the reinforcement and load-bearing walls of the residential Building;

4. It is forbidden to glaze open (unglazed) loggias and terraces if such glazing was not carried out before the acceptance of the Building into operation, as well as not to re-glaze/replace the glazing of loggias and terraces glazed by the approved project documentation, without the prior written consent of the Manager;

5. The User is obliged to:

- ensure compliance of the facade of the Building with the Project documentation of the Construction Facility. Not to install any technical elements (devices) on the facade of the Building and in any other place of the Building than the specially designated places for such installation, such as heating, ventilation and air conditioning systems, etc.;

- not to place satellite dishes and video surveillance cameras on the balconies, the front part of the Building, the Common Property of the Building, the Building Area and the territory of the Complex;

- to ensure the maintenance of his balcony and ensure its snow removal;

6. In case of violation of the requirements established by the Rules for Facade Finishing, the User is obliged to reimburse the Manager for the costs incurred, dismantle the unauthorized structure and bring the facade to its previous condition;

7. Failure of the User to comply with the Rules for Facade Finishing shall be grounds for imposing penalties established by these Rules.

## **Article 15. Requirements for conducting business activities on the territory of the Residential Complex**

1. Users of non-residential Premises shall comply with the requirements of these Rules and the current legislation of Ukraine.

2. Conducting any commercial activity on the territory of the Residential Complex that contradicts the current legislation of Ukraine is prohibited.

3. Non-residential Premises cannot be used in violation of the requirements of the current legislation of Ukraine and these Rules.

4. The User shall bear the obligation to protect the non-residential Premises independently. The Manager shall not be responsible for the security of property, goods and equipment in the non-residential Premises. The Users shall have the right to install a burglar alarm system in the non-residential Premises at their own expense and on their own.

5. The Users of non-residential Premises shall have the right to place at their own expense an advertisement, name and/or sign for goods and services and/or logo or other means of individualization of the point of sale or provision of information/services by the procedure and on the terms and conditions established by these Rules.

6. Storage, use, and distribution of substances (poisonous, psychotropic, bacterial, radioactive, narcotic, etc.) and items whose circulation is prohibited or restricted by the provisions of the current legislation of Ukraine are not allowed.

7. If the premises are located so that access is possible only through the security checkpoint, visitors shall have access by submitting electronic applications to the Security Entity providing security services.

8. The Users of non-residential Premises shall comply with and ensure that their employees adhere to these Rules, the applicable laws of Ukraine, health care rules and regulations, sanitary standards, and fire safety rules.

## **Article 16. Security services**

1. Security services on the territory of the Residential Complex shall be provided by the Business Entities based on concluded agreements with the Manager.

2. The procedure for providing security services and their functional definition shall be established by internal instructions approved by the Manager and the Business Entity providing security services. In any case, security services shall include:

- Maintaining order on the territory of the Complex (responding to unlawful actions within the framework of these Rules and the powers granted by law);
- Prevention of offences by passing around and organizing the passage of individuals and vehicles at specially designated points located on the territory of the Complex;

3. The Manager and the Business Entity shall not be liable for the property of the Users, including that located in the Premises;

4. The business entity providing security services shall have the right to terminate the actions of persons who violate the requirements of these Rules within its competence and the current legislation of Ukraine and, if possible, to terminate the actions of persons who violate the requirements of these Rules.

#### **Article 17. Rules for Keeping Storerooms**

1. A storage room is a utility room intended for storage (safety) of the User's household items;
2. The User of the storage room is obliged to:
  - comply with the requirements of these Rules and use the Storerooms for their intended purpose;
  - prevent violation of the legal rights and interests of other users of the Storerooms;
  - not to allow spillage of lubricants and other chemicals on the territory of the Premises with Storerooms (including in their Storeroom);
  - not to use any means that damage the floor covering;
  - not to allow storage of waste, liquid sewage, oily rags, paper, sand and other items prohibited by the current legislation of Ukraine in the Storerooms;
  - not to allow keeping animals, birds and insects (bees) in the Storerooms.

#### **Article 18. Payment of contributions**

1. The amount of compensation for the payment made by the Manager shall be paid by the Agreements concluded by the User with the Manager;
2. The contributions and their amount shall be determined and paid by the estimate, list and payment procedure established by the Manager;
3. The Parties have agreed that the funds received from the User shall be credited by the Manager in the following order:
  - first, the debts of previous periods of the User shall be repaid;
  - in the second place, the penalties, fines, accrued amounts of losses and damaged property shall be paid off;
  - the amount of current payments (contributions) shall be repaid in the third place.
4. The accrued amount of penalties (fines) shall be indicated in the User's receipt along with other services and fees.
5. In case of late fulfilment by the User of its monetary obligation to the Manager:
  - The User is obliged to pay a penalty in favour of the Manager in the amount of double the discount rate of the National Bank of Ukraine of the amount of delay for each day of such delay;
  - The Manager has the right to block and/or restrict the provision of services to the User;
  - The Manager has the right to restrict the validity of the Pass (except for the validity of the Pass through the central software).

#### **Article 19: Liability for violation of the Rules**

1. These Rules have been developed in full compliance with the requirements of the current legislation of Ukraine, including the requirements of the Civil Code of Ukraine, the Code of Administrative Offences of Ukraine, the Law of Ukraine "On Housing and Communal Services", the Law of Ukraine "On Association of Condominium Owners", the Law of Ukraine "On Peculiarities of Exercising Ownership in an Apartment Building", and the "Rules for Maintenance of Residential Buildings and Adjacent Territories".

2. For violation of the terms of these Rules or improper fulfilment thereof, the User and persons on the territory of the Residential Complex shall bear civil, administrative, and criminal liability by these Rules and the requirements of the current legislation of Ukraine.

3. The Manager has the right to apply to any state and non-state bodies, enterprises, institutions, local self-government bodies, police and courts to prevent and/or stop offences, compensate for damage caused to the Residential Complex, bring the perpetrators to justice and pay fines determined by the provisions of the current legislation of Ukraine and these Rules.

4. To promptly respond to offences, prevent and/or stop violations of these Rules, prevent violations and protect the rights of other co-owners of apartment buildings, the MC has the right to apply to any state and non-state bodies, enterprises, institutions, local self-government bodies for the application of restrictive measures, including restrictive measures to stop the offender from using intra-building networks through which services are provided, other common property, elements of improvement, leisure, etc.

5. Users, investors, owners of the premises, their family members, guests and visitors of the Premises shall make every effort to comply with the requirements of these Rules.

6. The User of the Premises shall be fully responsible for any violations caused:

- persons living together with the User in the Premises or with the User's knowledge;
- tenants of the User's Premises, unless otherwise provided for in the lease agreement or other agreement between the User and such person;
- visitors, guests, and other persons, in particular, those who deliver property to the User;
- drivers, owners of vehicles that entered the territory of the Residential Complex at the request of the User, submitted by the requirements of these Rules;
- other persons on the territory of the Residential Complex and adjacent territory at the request of the User-submitted in accordance with the requirements of these Rules.

The User is obliged to take all necessary measures to stop the violation and damage caused by the persons referred to in this paragraph of the Rules.

In case of damage to the Residential Complex by the persons referred to in this clause of the Rules, the User is obliged to provide information about their passport, contact details, and place of registration. The User's refusal to provide information and/or failure to provide information shall be the basis for compensation for damage caused by such persons and payment of penalties determined by these Rules by the User.

The User shall bear the damage caused by the employees, contractors, subcontractors, guests, and visitors of the User, as well as visitors of non-residential premises, as well as penalties established by these Rules, at the Manager's request.

7. The document confirming the fact of violation of the Rules shall be the Act on violation of the Rules drawn up by the authorized representatives of the Manager with the involvement of business entities providing security services and/or witnesses and/or complainants and/or authorized representatives of state authorities, law enforcement agencies, police.

8. If a violation of the requirements of these Rules is detected for the first time, the Manager has the right to warn the User and inform him of the need to comply with these Rules and the requirements of the current legislation of Ukraine.

9. The User shall be exempted from paying a fine if the User voluntarily and unconditionally cooperates with the Manager:

- ensures that the Complex, the Facade part of the building, the Common property of the building, and the Adjacent territory are brought back to their original appearance and reimburse the Manager for all costs and damages caused by the offence;

- promptly stop the offence and voluntarily compensate for the damage caused, including by the visitors of the Residential Complex and comply with the requirements of these Rules.

10. The fine and funds for reimbursement of expenses and losses must be transferred to the current account of the Manager within 5 (five) days from the date of receipt of the relevant request from the



Manager. In case of non-payment, the amount of the fine and the amount of reimbursement of expenses and losses shall be indicated in the receipt by the procedure and on the terms of these Rules.

11. Payment of the fine shall not relieve the User of the obligation to eliminate the violation. The procedure for reimbursement of expenses shall be determined by a letter of claim sent by the Manager to the User.

12. In case the User fails to dismantle the equipment installed in violation of the Rules for Facade Decoration and the Rules for Advertising, the Manager has the right to:

- take any measures to dismantle the property, including its removal at its discretion, and transfer it for safekeeping to third parties in the presence of an independent third party;

- to remove and transfer for storage the User's property installed in violation of the Rules for Facade Decoration and the Rules for Advertising, and the User shall reimburse the Manager for all costs (related to transportation, storage and restoration of the common property) incurred by the Manager. The User waives all his rights and/or claims related to the withdrawal, transportation and/or storage of such property, as well as the damage caused by such property and actions related to it. In case the seized property of the User is transferred for storage, and the User fails to pay the amount of compensation for such storage to the Manager within 5 (five) banking days from the date of sending the relevant request (invoice), the Manager shall not be liable for such property of the User and such property shall be considered ownerless.

13. In case of violation of the requirements regarding the passage of vehicles and parking of transport vehicles on the territory of the Residential Complex established by these Rules and/or traffic rules, the Manager has the right to unilaterally block and/or partially restrict the validity of the Pass for a period of 10 (ten) calendar days.

14. In case of repeated and subsequent violations, the Pass shall be blocked and/or restricted for 60 (sixty) calendar days.

15. Violation of the Vehicle Rules, traffic rules and parking of vehicles on the territory of the Residential Complex by visitors and guests shall be grounds for blocking their Pass for 30 (thirty) calendar days and/or refusing to issue a Pass for 1 (one) year.

16. The User has the right to apply for early cancellation of the blocking and/or restriction of the validity of the Pass, provided that the User undertakes to prevent violation of the Rules in the future. The term for consideration of the relevant application by the Manager is 30 (thirty) calendar days.

17. In case of violation of the requirements set forth in the Rules for Facade Finishing, the User, in addition to paying a fine, is obliged to reimburse the Manager for all costs incurred, dismantle the unauthorized structure and restore the facade to its previous condition at his/her own expense.

18. For violation of the requirements for the disposal of rubbish (including construction waste), as well as in case of disposal (filling) of rubbish (waste) not in specific container bins and/or disposal (filling) of rubbish (waste) in container bins (including on or near the territory of the Building) that is not household waste, The User is obliged to pay the Manager a fine in the amount of one minimum wage established by the legislation of Ukraine as of January 1 of the relevant year, as well as to compensate for the damage to the common property and the costs incurred by the Manager to restore the proper sanitary condition and organize the removal of such rubbish. The decision to impose sanctions under this clause shall be made by the Manager.

19. In case of changes in the construction, reconstruction, material and/or design of the facade of the Building, common areas and equipment, modification of the appearance of the Building or any part thereof, landscaping, adjacent territory and/or common areas, without the consent of the Manager, the User undertakes to pay a fine to the Manager in the amount of thirty minimum wages established by the legislation of Ukraine as of January 1 of the relevant year, and additionally reimburse the Manager for all costs, expenses, and expenses incurred by the User. For each subsequent violation, the fine shall be forty-five minimum wages established by the legislation of Ukraine as of January 1 of the respective year.

20. For violation of the Rules for Facade Decoration, the Rules for Advertising; for failure to install (place) in the agreed places and/or installation with violation of the Rules for Advertising: air conditioning and heating systems, additional lighting, advertising; arrangement of the appearance of windows and balconies, terraces with violation of these Rules and without the Manager's consent, the User shall pay a fine to the Manager in the amount of thirty minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally reimburse the Manager for all expenses related to bringing the property to its original appearance. For each subsequent violation, the fine shall be forty-five minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

21. For the installation of vestibules, partitions in common areas, and glazing of open (unglazed) loggias and terraces, the User undertakes to pay a fine to the Manager in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally reimburse the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

22. In case of violation by the User of the requirements for construction and/or finishing and/or repair works that violate the rights of other co-owners and/or the Manager, the User shall pay a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages, the amount of which is established by the legislation of Ukraine as of January 1 of the respective year.

23. In case of replacement, improvement, damage, transformation, reconstruction, or modernization of the entrance door to the apartment, which led to a change in appearance, for damage to ventilation ducts and fire alarms, for installation of additional ventilation equipment, the User undertakes to pay a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally to compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages, the amount of which is established by the legislation of Ukraine as of January 1 of the respective year.

24. For misuse of the Storeroom, changes in the construction, material and/or design of the exterior of the Storeroom, the User shall pay a fine to the Manager in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the respective year and additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

25. For unauthorized connection to the power grids in the common areas and adjacent territory (including unauthorized connection of plastering stations), the User undertakes to pay the Manager a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

26. For damage to the equipment and appliances of the Building, common areas and equipment, landscaping objects, etc., and for causing damage, damage to the equipment and appliances of the Building, the User undertakes to pay the Manager a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and to additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

27. For damage to the ventilation ducts and fire alarms, equipment and devices of the Building, the User undertakes to pay the Manager a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally compensate the Manager

for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

28. For disconnecting the heating during the heating season, which led to a decrease in the temperature in the room below the requirements set by the current legislation of Ukraine, the User shall pay the Manager a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally reimburse the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

29. For the installation of additional ventilation equipment not provided for in the design documentation without the written consent of the Manager, the User shall pay the Manager a fine in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages established by the legislation of Ukraine as of January 1 of the relevant year.

30. For cluttering and pollution of the common areas, the Building exterior and landscaping (including leaving garbage and other property in the common areas and not cleaning up after pets), the User shall pay a fine to the Manager in the amount of eight minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be ten minimum wages, the amount of which is established by the legislation of Ukraine as of January 1 of the relevant year.

31. For damage to the greenery, the User, in addition to reimbursement of the replacement cost of such plantings, shall pay a fine to the Manager in the amount of four minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally reimburse the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be five minimum wages established by the legislation of Ukraine as of January 1 of the respective year.

32. For violation of the silence requirements, the User shall pay a fine to the Manager in the amount of two minimum wages established by the legislation of Ukraine as of January 1 of the relevant year and additionally compensate the Manager for the damage caused by such actions. For each subsequent violation, the fine shall be four minimum wages, the amount of which is established by the legislation of Ukraine as of January 1 of the relevant year.

33. For walking animals on the territory of the Complex in unspecified places or violation of the requirements of these Rules, the User shall pay the Manager a fine in the amount of the minimum wage established by the legislation of Ukraine as of January 1 of the relevant year. For each subsequent violation, the fine shall be two minimum wages, the amount of which is established by the legislation of Ukraine as of January 1 of the respective year.

34. The penalty for all other violations of the terms of the Rules shall be two minimum wages established by the legislation of Ukraine as of January 1 of the relevant year, which the User shall pay to the Manager by the procedure and on the terms established by these Rules.